RELIANCE CAPITAL

Reliance Capital Limited
Reliance Centre, 6th Floor, North Wing,
Off Western Express Highway,
Santacruz (East), Mumbai - 400 055.

T +91 22 3303 1000
F +91 22 3303 6664

June 21, 2017

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Fort,
Mumbai 400 001
BSE Scrip Code: 500111

National Stock Exchange of India Limited
Exchange Plaza, 5th Floor,
Plot No. C/1, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
NSE Scrip Symbol: RELCAPITAL

Dear Sir(s),

Sub.: Tribunal Convened Meeting on July 24, 2017

In continuation to our letter dated October 28, 2016, we wish to inform you that a Tribunal Convened Meeting of the Shareholders of the Company is scheduled to be held on Monday, July 24, 2017 at Reliance Energy Management Institute, Jogeshwari - Vikhroli Link Road, Opposite SEEPZ North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai 400 065, for consideration of the proposed Scheme of Arrangement for Demerger of Real Estate Lending Business of the Company into its wholly owned subsidiary viz. Reliance Home Finance Limited.

Further, the Company has provided remote e-voting and postal ballot facility to the members of the Company. The remote e-voting and postal ballot will commence from 9:00 a.m. on June 24, 2017 and end at 5:00 p.m. on July 23, 2017.

We are enclosing the Notice of the Tribunal Convened Meeting and e-voting and postal ballot form for your reference and records.

We request you to inform your members accordingly.

Thanking you.

Yours faithfully,
For **Reliance Capital Limited**

Atul Tandon
Company Secretary & Compliance Officer

Encl.: As above.

RELIANCE

CAPITAL

Reliance Capital Limited

CIN: L65910MH1986PLC165645

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710
Tel.: +91 22 3303 1000, Fax: +91 22 3303 6664, Website: www.reliancecapital.co.in
E-mail: rcl.investor@relianceada.com

NOTICE OF TRIBUNAL CONVENED MEETING OF THE EQUITY SHAREHOLDERS

Day	:	Monday
Date	:	July 24, 2017
Time	:	9:30 A.M.
Venue	:	Reliance Energy Management Institute, Jogeshwari – Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai 400 065

POSTAL BALLOT		
Commencing on	:	Saturday, June 24, 2017 at 9:00 A.M. IST
Ending on	:	Sunday, July 23, 2017 at 5:00 P.M. IST

E-VOTING		
Commencing on	:	Saturday, June 24, 2017 at 9:00 A.M. IST
Ending on	:	Sunday, July 23, 2017 at 5:00 P.M. IST

INDEX

Sr. No.	Particulars	Page No.
1.	Notice of the Meeting of the Equity Shareholders of Reliance Capital Limited convened by Order of the Hon'ble National Company Law Tribunal	2
2.	Explanatory Statement under Section 230 read with Section 102 and other applicable provisions of the Companies Act, 2013	5
3.	Scheme of Arrangement	17
4.	Report on Share Entitlement Ratio issued by M/s. SSPA & CO.	28
5.	Fairness Opinion issued by M/s. Keynote Corporate Services Limited	32
6.	Reports adopted by Board of Directors of the Company and Reliance Home Finance Limited explaining the effect of the Scheme on each of shareholders, key managerial personnel, promoters and non-promoter shareholders	36
7.	Complaints Reports submitted by the Company to National Stock Exchange of India Limited and BSE Limited	38
8.	Observation Letters issued by National Stock Exchange of India Limited and BSE Limited to the Company conveying their no-objection to the Scheme	40
9.	Proxy Form	45
10.	Attendance Slip	47
11.	Map of the Venue of the Meeting	48
12.	Postal Ballot Form with instruction (in loose leaf form)	-
13.	E-voting letter (in loose leaf form)	-

Before the National Company Law Tribunal, Mumbai Bench

Company Scheme Application No. CSA 626 of 2017

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder as in force from time to time;

AND

In the matter of Scheme of Arrangement between Reliance Capital Limited ("RCap" or "the Demerged Company") and Reliance Home Finance Limited ("RHFL" or "the Resulting Company") and their respective Shareholders and Creditors

RELIANCE CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956 with Corporate Identity Number L65910MH1986PLC165645 and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710. ..... the Applicant Company

NOTICE CONVENING THE MEETING OF EQUITY SHAREHOLDERS OF RELIANCE CAPITAL LIMITED, THE APPLICANT COMPANY ("MEETING")

To,

The Equity Shareholder(s) of Reliance Capital Limited

("the Applicant Company" or "the Company" or "the Demerged Company" or "RCap")

Notice is hereby given that by an Order dated June 19, 2017, in the abovementioned Company Scheme Application No. CSA 626 of 2017, the Mumbai Bench of the Hon'ble National Company Law Tribunal ("Tribunal") has directed a meeting to be held of the Equity Shareholders of the Company, for the purpose of considering, and if thought fit, approving with or without modification(s), the Scheme of Arrangement between Reliance Capital Limited ("the Demerged Company" or "the Applicant Company" or "RCap") and Reliance Home Finance Limited ("the Resulting Company" or "RHFL") and their respective shareholders and creditors ("the Scheme" or "Scheme").

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of the Equity Shareholders of the Applicant Company will be held to transact the following special business at Reliance Energy Management Institute, Jogeshwari – Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai 400 065 on Monday, July 24, 2017 at 9:30 A.M. IST, at which time and place, the said Equity Shareholders of the Applicant Company are requested to attend, to consider and, if thought fit, approve with or without modification(s), the following Resolution under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 with requisite majority:

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Companies Act") and the provisions of the Memorandum and Articles of Association of the Company and subject to the approval by the requisite majority of the shareholders and / or the creditors of the Company, if any, and as directed by the National Company Law Tribunal, and further subject to other consents, approvals and permissions being obtained from appropriate authorities to the extent applicable or necessary approval of the Equity Shareholders be and is hereby accorded to Scheme of Arrangement among the Company and Reliance Home Finance Limited and their respective shareholders and creditors ("Scheme"), as attached to the notice.

RESOLVED FURTHER THAT the Board be and is hereby authorised to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and / or conditions, if any, which may be required and/or imposed by the National Company Law Tribunal, Mumbai Bench and/or any other authority(ies) while sanctioning the Arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper."

Explanatory Statement under Section 230 read with Section 102 of the Companies Act, 2013 along with copy of the Scheme and other annexures including Proxy Form, Attendance Slip, Postal Ballot Form and E-voting Form are enclosed herewith. Copies of the Scheme and Statement under Section 230 of the Companies Act, 2013 can be obtained free of charge at the registered office of the Company.

The Tribunal has appointed Dr. Bidhubhusan Samal, failing whom, Smt. Chhaya Virani, failing whom Shri Rajendra P. Chitale, Directors of the Applicant Company as the Chairperson of the said meeting. The abovementioned Scheme, if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

Persons entitled to attend and vote at the said meeting, may vote in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised signatory, is deposited at the registered office of the Company at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710, not later than 48 hours before the meeting. Forms of proxy can be had at the registered office of the Applicant Company.

In accordance with the applicable regulatory provisions, as an alternative to casting of votes on Poll at the meeting, the Company has provided the Equity Shareholders with the facility for casting their votes either by way of Postal Ballot or by way of remote e-voting using facility offered by M/s. Karvy Computershare Private Limited ("Karvy"). The voting rights of Equity Shareholders shall be in proportion to their Equity Shareholding in the Company as on the cut-off date of close of business on Tuesday, June 20, 2017. The shareholders may refer to Notes to this notice for further details on Postal Ballot and remote E-voting.

It is clarified that casting of votes by postal ballot or remote e-voting does not disentitle a Shareholder as on the cut-off date of June 20, 2017 from attending the Meeting. It is further clarified that the Proxies can only vote on Poll at the meeting and not through any other mode.

Dr. Bidhubhusan Samal
Chairperson appointed for the meeting

Place : Mumbai
Date : June 20, 2017

Registered Office:
Reliance Capital Limited
H Block, 1st Floor
Dhirubhai Ambani Knowledge City
Navi Mumbai 400 710
CIN - L65910MH1986PLC165645

Notes:

1. This Notice is being sent to the Equity Shareholders whose name appear in the Register of Members / Record of Depositories as at the close of business on June 9, 2017 in physical mode to all the shareholders at their registered address. This Notice may also be accessed on Company's Website www.reliancecapital.co.in.

2. An Equity Shareholder of the Company entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of herself/himself and such proxy need not be a member of the Company. The Proxy Form duly completed should, however, be deposited at the Registered Office of the Company not less than 48 hours before the commencement of the Meeting. A person can act as proxy on behalf of shareholders not exceeding fifty (50) in number and / or holding in aggregate not more than 10% of the total share capital of the Company. In case a proxy is proposed to be appointed by shareholder(s) holding more than 10% of the total share capital of the Company carrying voting rights, then such proxy shall not act as a proxy for any other person or shareholder.

3. Only registered equity shareholders of the Company may attend and vote (either in person or by proxy or by authorised representative under Sections 112 and 113 of the Companies Act, 2013) at the Equity Shareholder's meeting. The authorised representative of a body corporate which is a registered equity shareholder of the Company may attend and vote at the meeting, provided a certified true copy of the resolution of the board of directors or other governing body of the body corporate is deposited at the Registered Office of the Company not later than 48 hours before the meeting authorising such representative to attend and vote at the equity shareholders' meeting.

4. Foreign Institutional Investors (FIIs) who are registered equity shareholders of the Company would be required to deposit certified copies of Custodial Resolutions/Power of Attorney, as the case may be, authorising the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Company not later than 48 hours before the meeting.

5. Registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of the Company in respect of such joint holding will be entitled to vote.

6. All alterations made in the proxy form should be initialled.

7. Shareholders are requested to handover the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with their respective Depositories or with Applicant Company for admission to the meeting hall.

8. In compliance with Section 108 and 110 of the Companies Act, 2013 read with Rule 20 and Rule 22 of the Companies (Management and Administration) Rules, 2014 and Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('SEBI LODR Regulations'), the Company has also provided the facility to the Shareholders to cast their votes either by way of Postal Ballot or through remote e-voting facility arranged by Karvy, prior to the meeting.

9. Shareholders whose names appears on the Register of Members / Record of Depositories as at the close of business on Tuesday, June 20, 2017 ("cut-off date") will be considered for the purpose of voting and the voting rights shall be reckoned based on the equity shareholding as on Tuesday, June 20, 2017. The voting rights of members shall be in proportion to their shares in the paid-up equity share capital of the Company as on cut-off date.

10. The Voting period for Postal Ballot shall commence on and from Saturday, June 24, 2017 at 9:00 A.M. IST and end on Sunday, July 23, 2017 at 5:00 P.M. IST.

11. The Voting period for remote e-voting shall commence on and from Saturday, June 24, 2017 at 9:00 A.M. IST and end on Sunday, July 23, 2017 at 5:00 P.M. IST.

12. The remote e-voting module shall be disabled by Karvy for voting thereafter. Once the vote on a resolution is cast by the member, the member shall not be allowed to change it subsequently.

13. A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of postal ballot, remote e-voting as well as voting at the meeting. Any person who acquires shares of the Company and becomes the member of the Company after the cut-off date i.e. June 20, 2017 shall not be eligible to vote either through postal ballot, remote e-voting or at the Meeting. Any recipient of this notice who has no voting rights as on the cut-off date should treat the same as intimation only.

14. Members who have acquired shares after the close of business on June 9, 2017 and before the cut-off date i.e. June 20, 2017, may approach the Company or Karvy for issuance of the User ID and Password for exercising their right to vote by remote E-voting or for issuance of Postal Ballot.

15. Members can opt only one mode of voting. If a Member has opted for E-voting, then she/he should not vote by Postal Ballot and vice-versa. However, in case Members cast their vote both via Postal Ballot and E-voting, then voting through E-voting shall prevail and voting done by Postal Ballot shall be treated as invalid.

16. It is clarified that votes may be cast by Shareholders either by Postal Ballot or E-voting and casting of votes by Postal Ballot or remote E-voting does not disentitle them from attending the Meeting. Shareholder after exercising her/his right to vote through Postal Ballot or E-voting shall not be allowed to vote on Poll again at the Meeting.

17. The facility for voting through ballot or polling paper shall be available at the Meeting and the members attending the meeting who have not already cast their vote by Postal Ballot or remote e-voting shall be able to exercise their right at the meeting.

18. Shareholders desiring to exercise their vote by postal ballot are requested to carefully read the instructions printed in the Postal Ballot Form and return the form duly completed and signed to the Scrutinizer so as to reach not later than 5:00 P.M. IST on Sunday, July 23, 2017, at the Registered Office of the Company.

19. As directed by the Hon'ble Tribunal, Shri Anil Lohia, Partner at M/s. Dayal and Lohia, Chartered Accountants or in his absence Shri Rinkit Kiran Uchat, Partner at M/s. Dayal and Lohia, Chartered Accountants shall act as Scrutinizer to scrutinize votes cast either electronically or on Postal Ballot or on Poll at the Meeting and submitting a report on votes cast to the Chairperson of the Meeting within 48 hours from the conclusion of the meeting.

20. The result of the voting shall be announced by the Chairperson, upon receipt of Scrutinizer's report and the same shall be placed on the Company's website www.reliancecapital.co.in and on the website of Karvy at https://evoting.karvy.com within two days of the passing of the resolution at the Meeting on July 24, 2017 and communicated to the BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE"), where the shares of the Company are listed.

21. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the Equity Shareholders at the Registered Office of the Applicant Company upto 1 (One) day prior to the date of the meeting between 11:00 A.M. IST and 2:00 P.M. IST on all working days, except Saturdays, Sundays and Public Holidays.

22. The Members shall refer to detailed procedure on remote e-voting and postal ballot given in the remote e-voting instruction slip and postal ballot form.

Before the National Company Law Tribunal, Mumbai Bench

Company Scheme Application No. CSA 626 of 2017

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder as in force from time to time;

AND

In the matter of Scheme of Arrangement between Reliance Capital Limited ("RCap" or "the Demerged Company") and Reliance Home Finance Limited ("RHFL" or "the Resulting Company") and their respective shareholders and creditors

RELIANCE CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956 with Corporate Identity Number L65910MH1986PLC165645 and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710. ..... the Applicant Company

EXPLANATORY STATEMENT UNDER SECTION 230 READ WITH SECTION 102 OF THE COMPANIES ACT, 2013 FOR THE MEETING OF THE EQUITY SHAREHOLDERS OF RELIANCE CAPITAL LIMITED DIRECTED TO BE CONVENED BY MUMBAI BENCH OF HON'BLE NATIONAL COMPANY LAW TRIBUNAL

Details of the Companies or Parties involved in the Scheme:

1. **Reliance Capital Limited –** referred to as "the Applicant Company" or "the Company" or "the Demerged Company" or "RCap"; and

2. **Reliance Home Finance Limited –** referred to as "the Resulting Company" or "RHFL".

The Scheme of Arrangement between the above Companies and their respective shareholders and creditors is referred to as "the Scheme" or "this Scheme" or "Scheme" and the above Companies together are referred to as "the Applicant Companies". Other definitions contained in the enclosed Scheme will apply to this Statement.

1. This is a Statement accompanying the Notice convening the meeting of the Equity Shareholders of the Applicant Company.

2. Pursuant to an Order dated June 19, 2017 passed by the Mumbai Bench of the Hon'ble National Company Law Tribunal ("Tribunal") in the Company Scheme Application No. CSA 626 of 2017 referred to hereinabove, a meeting of the Equity Shareholders of the Applicant Company is being convened and held at Reliance Energy Management Institute, Jogeshwari – Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai 400 065 on Monday, July 24, 2017 at 9:30 A.M. IST, for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Arrangement between Reliance Capital Limited ("the Demerged Company" or "the Applicant Company" or "RCap") and Reliance Home Finance Limited ("the Resulting Company" or "RHFL") and their respective shareholders and creditors ("Scheme" or "the Scheme").

3. In addition to the Tribunal Convened Meeting of the Equity Shareholders of the Applicant Company, approval of the Equity Shareholders of the Applicant Company is also sought by way of Postal Ballot and remote E-voting facility arranged by Karvy in compliance with Section 108 and Section 110 of the Companies Act, 2013 read with Rule 20 and Rule 22 of the Companies (Management and Administration) Rules, 2014 and Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('SEBI LODR Regulations').

4. A copy of the Scheme setting out in detail the terms and conditions of the arrangement has been approved by the board of directors of the Applicant Companies at their respective board meeting held on October 28, 2016, is attached to this Explanatory Statement and forms part of this Statement.

5. **Details of the Companies:**

5.1 **Reliance Capital Limited**

(a) Reliance Capital Limited ("the Applicant Company" or "the Company" or "the Demerged Company" or "RCap"), a Public Limited Company, having Corporate Identity Number L65910MH1986PLC165645, was incorporated under the provisions of the Companies Act, 1956, on March 5, 1986 in the State of Gujarat under the name

"Reliance Capital & Finance Trust Limited". Subsequently, the name of the Company was changed to "Reliance Capital Limited" with effect from January 6, 1995. The Company shifted its registered office from the State of Gujarat to the State of Maharashtra pursuant to the order of the Company Law Board, Western Region Bench, Mumbai dated November 2, 2006 and registered the same with the Registrar of Companies, Maharashtra at Mumbai on November 20, 2006. The object clause of the Company was altered on July 9, 2014. Permanent Account Number of RCap is AAACR5054J.

(b) The registered office of RCap is situated at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710 and e-mail address is rcl.investor@relianceada.com.

(c) The objects for which RCap has been established are set out in its Memorandum of Association. The main objects of the Company are set out hereunder:

"1.(a) To promote the formation and mobilisation of capital, to manage capital savings and investment, to undertake bills discounting business, to purchase, finance, discount, re-discount, bills of exchange, to act as a discount and acceptance house, to arrange acceptance or co-acceptance of bills, to borrow, to lend, to negotiate loans, to transact business as promoters, financiers, monetary agents, to carry on the business of a company established with the object of financing industrial enterprises within the meaning of section 370 of the Companies Act, 1956 to invest the capital or other funds of the Company in the purchase or acquisition of or rights in movable and immovable property, to use the capital, funds and assets of the Company as security for borrowing and the acquisition of or rights in movable or immovable property, or shares, stocks, debentures, debenture stock, bonds, mortgages, obligations, securities, revolving under-writing facilities and issue, acceptance and registration of all types of instruments, or to finance their acquisition by leasing or hire purchase or in any other manner, to raise or provide venture capital, to promote or finance the promotion of all types of instruments, or to finance their acquisition by leasing or hire purchase or in any other manner, to raise or provide venture capital, to promote or finance the promotion of joint stock companies, to invest in, to underwrite, to manage the issue of, and to trade in, shares or other securities, to undertake portfolio management, advisory and counseling services, to finance assist industrial and other enterprises in India and abroad, to provide finance and loan syndication, to revolve investments, computer programming and software manufacture and services television and communication software, development of financial-service supermarket, inter-corporate bills and unit broking import/export financing, consultancy assignments, factoring, consumer financing and foreign exchange broking and securities dealing.

(b) to carry on the business of a leasing Company, hire purchase company, finance company, to undertake and / or arrange or syndicate all types of leasing and hire purchase business relating to all kinds of machinery, plant, equipment, ships, vehicles, aircraft, rolling stock, computers, storage tanks, toll roads, communication satellites and communication lines, factories, movable and immovable property, to undertake real estate business, to buy, sell, rent, lease or finance and buying and selling and trading in immovable property, land, buildings, real estate, factories.

2. To render services as brokers, commission agents, importers and exporters, and to act as trustees, executors, administrators, managers, agents or attorney."

(d) RCap is registered as Non-Banking Financial Company (NBFC) as defined under Section 45-IA of the Reserve Bank of India Act, 1934 (RBI). The Company has applied for registration as a Core Investment Company ('CIC') in terms of the Core Investment Companies (Reserve Bank) Directions, 2016 ('RBI CIC Directions'). The Company's subsidiaries are engaged in a wide array of businesses in the financial service sector.

(e) There has been no change in the name and registered office of RCap during the last five years.

(f) The equity shares of RCap are listed on National Stock Exchange of India Limited and BSE Limited (together called as the "Stock Exchanges"). Global Depository Receipts are listed on the Luxembourg Stock Exchange.

(g) Capital Structure – The authorised, issued, subscribed and paid-up share capital of RCap as on March 31, 2017 is as under:

Particulars	**Rs. in crore**
Authorised Share Capital:	
30 00 00 000 Equity Shares of Rs. 10 each	300
10 00 00 000 Preference Shares of Rs. 10 each	100
Total	**400**
Issued and Subscribed Share Capital:	
25 39 77 006 Equity Shares of Rs. 10 each fully paid-up	254
Total	**254**

Particulars	Rs. in crore
Paid-Up Share Capital:	
25 26 32 800 Equity Shares of Rs. 10 each fully paid-up	252
Add: Forfeited Equity Shares of Rs. 10 each	1
Total	**253**

Subsequent to March 31, 2017, there has been no change in the authorised, issued, subscribed and paid-up share capital of RCap.

(h) Statement of Audited Financial Results of RCap for the financial year ended March 31, 2017 has been filed with the Stock Exchanges and also available on the website of RCap at www.reliancecapital.co.in.

(i) The details of the promoters and present directors of RCap along with their addresses are as follows:

Sr. No.	Name	Address
Promoters		
1.	Reliance Inceptum Private Limited	502, Plot No. 91/94, Prabhat Colony, Santacruz (East), Mumbai 400 055
2.	Reliance Innoventures Private Limited	502, Plot No. 91/94, Prabhat Colony, Santacruz (East), Mumbai 400 055
3.	Reliance Infrastructure Consulting & Engineers Private Limited	502, Plot No. 91/94, Prabhat Colony, Santacruz (East), Mumbai 400 055
4.	Crest Logistics And Engineers Private Limited	Raheja Point Wing B, 7th Floor, Nehru Road, Near Shamrao Vithal Bank, Vakola, Santacruz (East), Mumbai 400 055
5.	Reliance Infrastructure Management Private Limited	502, Plot No. 91/94, Prabhat Colony, Santacruz (East), Mumbai 400 055
6.	Shri Anil D. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005
7.	Smt. Kokila D. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005
8.	Smt. Tina A. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005
9.	Shri Jai Anmol A. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005
10.	Shri Jai Anshul A. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005
Directors		
1.	Shri Anil D. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005
2.	Shri Amitabh Jhunjhunwala	A-212, NCPA Apartments, 21st Floor, Nariman Point, Mumbai 400 021
3.	Shri Rajendra P. Chitale	131/B, Tanna Residency Bayview, Opp. Siddhivinayak Temple, 392, V. S. Marg, Prabhadevi, Mumbai 400 025
4.	Dr. Bidhubhusan Samal	1101, Lokhandawalla Galaxy, Junction of K. K. & N. M. Joshi Marg, Mumbai 400 011
5.	Shri Vijayendra Nath Kaul	W-75, G/F Greater Kailash I I, New Delhi 110 048
6.	Smt. Chhaya Virani	407 Panchsheel, C Road, P. M. Shukla Marg, Churchgate, Mumbai 400 020
7.	Shri Jai Anmol A. Ambani	Sea Wind, 39, Cuffe Parade, Opp. President Hotel, Mumbai 400 005

5.2 **Reliance Home Finance Limited**

(a) Reliance Home Finance Limited ("the Resulting Company" or "RHFL"), a Public Limited Company, having Corporate Identity Number U67190MH2008PLC183216, was incorporated under the provisions of the Companies Act, 1956 on June 5, 2008 in Mumbai, the State of Maharashtra under the name "Reliance Homes Finance Private Limited". Subsequently, the name of the Company was changed to "Reliance Home Finance Private Limited" on March 26, 2009. Thereafter, the name was changed to its current name "Reliance Home Finance Limited" on March 27, 2012. The object clause of the Company was altered on August 4, 2016. Permanent Account Number of RHFL is AAECR0305E.

(b) The registered office of RHFL has been shifted to Reliance Centre, 6th Floor, South Wing, Off Western Express Highway, Santacruz (East), Mumbai 400 055 with effect from May 10, 2016. E-mail address of the Company is rhfl.investor@relianceada.com.

(c) The objects for which RHFL has been established are set out in its Memorandum of Association. The main object of RHFL are set out hereunder:

"1. To carry on the business of providing long term finance or otherwise to any person or persons, individual, company, corporation, bodies corporate, firms, society or association of persons, public body or authority, supreme, local or otherwise or other entities whether in the private or public sector with or without interest and with or without any security for the purpose of enabling such borrowers to construct / purchase tenements, flats, apartments, houses, villas, dwelling units, skyscrapers, co operative housing societies, housing complexes, housing colonies, townships including infrastructural facilities relating thereto or any part or portions thereof in India for residential purposes."

(d) There has been no change in the name, object clause and registered office of RHFL during the last five years except as mentioned above.

(e) RHFL is a wholly owned subsidiary of RCap. RFHL is registered with National Housing Bank (NHB) as a housing finance company, without accepting public deposits, as defined under Section 29A of the National Housing Bank Act, 1987 and is principally engaged in the housing finance business.

(f) The equity shares of RHFL are not listed on any Stock Exchanges. Non-Convertible Debentures (NCDs) issued on private placement basis are listed on the Wholesale Debt Market ("WDM") Segment of BSE Limited and NCDs issued through public issue are listed on BSE Limited and National Stock Exchange of India Limited.

(g) Capital Structure – The authorised, issued, subscribed and paid-up share capital of RHFL as on March 31, 2017 is as under:

Particulars	**Rs. in crore**
Authorised Share Capital:	
55 00 00 000 Equity Shares of Rs. 10 each	550.00
5 00 00 000 Preference Shares of Rs. 10 each	50.00
Total	**600.00**
Issued, Subscribed and Fully Paid-up Share Capital:	
11 58 20 000 Equity Shares of Rs. 10 each fully paid-up	115.82
Total	**115.82**

Notes:

(i) Subsequent to March 31, 2017, there has been no change in the authorised, issued, subscribed and paid-up share capital of RHFL.

(ii) Clause 8.1 of the Scheme provides that before the Record Date, RHFL shall issue and allot 14,15,49,188 equity shares of Rs. 10 each fully paid-up at a premium as may be determined by the Board to RCap. Out of 14,15,49,188 shares of Rs. 10 each, 2,50,00,000 equity shares of Rs.10 each have already been issued to RCap before March 31, 2017.

(iii) Pursuant to the Order of the Hon'ble National Company Law Tribunal, Mumbai Bench sanctioning the scheme of arrangement between India Debt Management Private Limited and RHFL, 3,10,35,980 8% Cumulative Redeemable Preference Shares of Rs. 10/- redeemable within a period of five years from the date of allotment would be issued by RHFL.

(h) Statement of Audited Financial Results of RHFL for the financial year ended March 31, 2017 has been filed with the Stock Exchanges and also available on the website of RHFL at www.reliancehomefinance.com.

(i) Details of the promoters and present directors of RHFL along with their addresses are as follows:

Sr. No.	Name	Address
Promoters		
1.	Reliance Capital Limited	H Block 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710
Directors		
1.	Shri Padmanabh Vora	Flat No. 503-504, 5th Floor, "A" Wing, Mount Everest Tower, Bhakti Park, Wadala, Mumbai 400 037
2.	Smt. Deena Mehta	17A, Abhilasha Bldg., 17th Floor, 46 August Kranti Marg, Gaumdevi, Mumbai 400 036
3.	Shri Gautam Doshi	402, Hamilton Court, Tagore Road, Santacruz (West), Mumbai 400 054
4.	Shri Amit Bapna	1801, 18th Floor, Sumer Trinity Tower-I, New Prabhadevi Road, Prabhadevi, Mumbai 400 025
5.	Shri Ravindra Sudhalkar	2005, Oberoi Splendor Grande, JVLR, Andheri East, Mumbai 400 060

6. **Relationship subsisting between the Companies who are parties to the Scheme**

RHFL is a wholly owned subsidiary of RCap.

7. At the meeting held on October 28, 2016, based on the recommendations of the Audit Committee, the Board of Directors of RCap had unanimously approved the proposed Scheme of Arrangement, after taking on record the Report on Share Entitlement Ratio dated October 28, 2016 issued by M/s. SSPA & CO., Chartered Accountants, an independent valuer, and Fairness Opinion dated October 28, 2016 issued by M/s. Keynote Corporate Services Limited, a SEBI registered Merchant Banker.

8. The said Scheme of Arrangement was unanimously approved by the Directors of RCap and RHFL vide resolution passed at their respective Board Meetings held on October 28, 2016.

Names of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution:

(i) RCap

Name of the Directors of RCap present in the Meeting	Voted in Favour/ Against/ Abstain from voting
Shri Anil D. Ambani	Favour
Shri Amitabh Jhunjhunwala	Favour
Dr. Bidhubhusan Samal	Favour
Shri Vijayendra Nath Kaul	Favour
Smt. Chhaya Virani	Favour
Shri Jai Anmol A. Ambani	Favour

(ii) RHFL

Name of the Directors of RHFL present in the Meeting	Voted in Favour/ Against/ Abstain from voting
Smt. Deena Mehta	Favour
Shri Gautam Doshi	Favour
Shri Soumen Ghosh	Favour
Shri K. V. Srinivasan	Favour

9. **Description of the Scheme**

The Scheme provides for the demerger and vesting of the Demerged Undertaking (as defined in Clause 1.5 of the Scheme) of the Demerged Company into Resulting Company pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of law.

10. **Rationale of the Scheme or the Benefits of the Scheme as perceived by the Board of Directors of the Company to the Company, Shareholders, Creditors and Others**

Rationale for Demerger

The demerger and vesting of the Demerged Undertaking of RCap pursuant to the Scheme shall, *inter-alia*, result in following benefits:

(i) value unlocking for shareholders given the business has achieved scale, will attract investors and provide better flexibility in accessing capital; and

(ii) this Scheme will create enhanced value for shareholders and allow a focused growth strategy which would be in the best interests of all the stakeholders. The restructuring proposed by this Scheme will also provide better flexibility to the investors to select investments which best suit their investment strategies and risk profile.

Further, this will also facilitate the treatment of RCap as a Core Investment Company ("CIC") in terms of applicable RBI Regulations.

11. **Key salient features of the Scheme**

(a) The Scheme of Arrangement provides for the demerger and vesting of Real Estate Lending Business ("Demerged Undertaking") (as defined in Clause 1.5 of the Scheme) of the Demerged Company into the Resulting Company on a going concern basis pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 along with other relevant provisions of the Companies Act, 2013 (including any statutory modifications(s) or re-enactment(s) thereof).

(b) "Appointed Date" for the Scheme means April 1, 2017.

(c) "Effective Date" means the last of the date on which the certified copies of the Orders of the Tribunal under Sections 230 to 232 of the Companies Act, 2013, sanctioning the Scheme is filed with the Registrar of Companies, Maharashtra at Mumbai by the Demerged Company and the Resulting Company. References in the Scheme to the words "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date.

(d) With effect from the Appointed Date, the whole of the undertaking and properties, debts, liabilities, duties, obligations, contracts, employees, etc. of the Demerged Undertaking (as defined in Clause 1.5 of the Scheme) shall, pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 along with other relevant provisions of the Companies Act, 2013 (including any statutory modifications(s) or re-enactment(s) thereof) without any further act, deed, matter or thing shall be demerged and vested in the Resulting Company on a going concern basis so as to vest in the Resulting Company all rights, title and interest pertaining to the Demerged Undertaking.

Upon the coming into effect of the Scheme, all the employees of the Demerged Company who are exclusively part of the Demerged Undertaking shall stand transferred to the Resulting Company on terms and conditions which shall not be less favourable than the terms and conditions of employment offered by the Demerged Company and existing till the Appointed Date (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and/ or any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.

(e) Before the Record Date, the Resulting Company shall issue and allot 14,15,49,188 equity shares of Rs.10 (Rupees Ten Only) each fully paid-up at a premium as may be determined by the Board to the Demerged Company and at anytime post allotment of the equity shares of the Resulting Company pursuant to Clause 6.1 of the Scheme, the Demerged Company may acquire such number of shares from the other promoters of the Resulting Company at an agreed value, so that the holding of the Demerged Company in the Resulting Company is 51%. The Resulting Company shall be continuously in compliance with the minimum public shareholding requirement under Rule 19A of Securities Contracts (Regulation) Rules, 1957.

(f) Upon the Scheme becoming effective and in consideration of transfer and vesting of the Demerged Undertaking of the Demerged Company into the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot, at par, to all equity shareholders of the Demerged Company whose name appears in the Register of Members of the Demerged Company as on the Record Date or to her / his heirs, executors, administrators or the successors-in-title, as the case may be, fully paid-up equity shares, in the following ratio:

"1 (One) Equity Share of Rs.10 each fully paid-up of Reliance Home Finance Limited for every 1 (One) Equity Share of Rs. 10 each fully paid-up held in RCap". ("Share Entitlement Ratio")

(g) The shares of the Demerged Company are presently listed on the Stock Exchanges. The New Equity Shares as issued above, shall be listed and / or admitted to trading on the relevant stock exchange/s in India, where the equity shares of Demerged Company are listed and / or admitted to trading.

You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof. The aforesaid are only some of the key provisions of the Scheme.

12. **Summary of Report on Share Entitlement Ratio and Fairness Opinion**

In accordance with the provisions of SEBI Circular bearing no. CIR/CFD/CMD/16/2015 dated 30th November, 2015 (SEBI Circular), the Audit Committee of the Company ("Audit Committee") at its meeting held on October 28, 2016 had recommended the Scheme to the Board of Directors of RCap, *inter-alia*, taking into account:

(a) The Report on Share Entitlement Ratio issued by M/s. SSPA & CO., Chartered Accountants, an independent valuer for issue of shares pursuant to the Scheme;

(b) The Fairness Opinion issued by M/s. Keynote Corporate Services Limited, Merchant Banker on the fairness of the Report on Share Entitlement Ratio; and

(c) The Report on Share Entitlement Ratio and Fairness Opinion are available for inspection at the Registered Office of RCap.

13. Statutory Auditors of RCap, M/s. Pathak H.D. & Associates, Chartered Accountants had vide certificate dated October 28, 2016 confirmed that the accounting treatment proposed in the Scheme for RCap is in accordance with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

14. **Approvals / Sanctions / No-Objections from Regulatory or any Governmental Authorities**

The Scheme is conditional and subject to necessary sanctions and approvals as set out in Clause 19 of the Scheme.

(a) The Company has received, in terms of Regulation 37 of SEBI LODR Regulations, Observation Letters dated May 2, 2017 both from the National Stock Exchange of India Limited and BSE Limited. Copies of the said letters are enclosed as Annexures to this Notice.

(b) As required under the SEBI Circular, the Company has filed the Complaints Report with National Stock Exchange of India Limited and BSE Limited on December 23, 2016. After filing of the Complaint Reports, the Company has not received any complaint. Copies of the said reports are enclosed as Annexures to this Notice.

15. **Amount due to Unsecured Creditors as on March 31, 2017**

Particulars of amount due to Unsecured Creditors for respective Company's involved in the Scheme as at March 31, 2017 is detailed herein:

Name of the Applicant Companies	**Amount in Rs.**
RCap	48 52 51 28 862
RHFL	19 98 85 01 510

16. **Effect of the Scheme on various parties**

a) Directors and Key Managerial Personnel (KMPs) – The Directors or KMPs or their relatives of the respective Companies involved in the Scheme do not have any other interest in the Scheme otherwise than that as shareholders in any of Applicant Companies involved in the Scheme. Further, none of the directors, key managerial personnel and /or relatives of the directors / KMPs of respective Companies is concerned or interested, financially or otherwise, in the proposed Scheme. Save as aforesaid, none of the Directors and KMPs of the respective Companies have any material interest in the proposed Scheme. The shareholding of the present directors of RCap and RHFL either individually or jointly as a first holder or as a nominee, in the Demerged Company and the Resulting Company are as under:

RCap

Sr. No.	**Name of the Directors and KMPs of RCap**	**Shares held in RCap**	**Shares held in RHFL**
Directors			
1.	Shri Anil D. Ambani, Chairman	2 73 891	-
2.	Shri Amitabh Jhunjhunwala, Vice-Chairman	-	-
3.	Shri Rajendra P. Chitale, Independent Director	-	-
4.	Dr. Bidhubhusan Samal, Independent Director	-	-
5.	Shri Vijayendra Nath Kaul, Independent Director	-	-
6.	Smt. Chhaya Virani, Independent Director	-	-
7.	Shri Jai Anmol A. Ambani, Executive Director	83 487	-
KMPs			
1.	Shri Amit Bapna, Chief Financial Officer	-	-
2.	Shri Atul Tandon, Company Secretary & Compliance Officer	2	2*

* jointly with Reliance Capital Limited

RHFL

Sr. No.	Name of the Directors and KMPs of RHFL	Shares held in RCap	Shares held in RHFL
1.	Shri Padmanabh Vora, Independent Director	–	–
2.	Smt. Deena Mehta, Independent Director	–	–
3.	Shri Gautam Doshi, Director	–	–
4.	Shri Amit Bapna, Director	–	–
5.	Shri Ravindra Sudhalkar, Executive Director & CEO	–	–
KMPs			
1.	Shri Sandip Parikh, Chief Financial Officer	–	–
2.	Ms. Parul Jain, Company Secretary & Compliance Officer	2	2*

* jointly with Reliance Capital Limited

b) Promoter and Non- Promoter Equity Shareholders of RCap and RHFL –

Equity Shareholders of RCap shall be eligible for issuance of Shares of RHFL based on the Report on Share Entitlement Ratio obtained from M/s. SSPA & CO., Chartered Accountants, an independent valuer.

Thus, the rights and interest of the Promoters and Non-Promoter Shareholders of the Companies will not be prejudicially affected by the Scheme.

The pre and post (expected) Scheme shareholding patterns of the respective Companies involved in the Scheme as on March 31, 2017 is as follows:

RCap

Sr. No.	Description	Pre-Scheme shareholding of RCap		Post-Scheme shareholding of RCap (Expected)	
		Number of shares	% (A+B+C)	Number of shares	% (A+B+C)
(A)	**Promoter and promoter group**				
1	**Indian**				
(a)	Individuals / Hindu Undivided Family	11 66 014	0.46	11 66 014	0.46
(b)	Central Government/ State Government(s)	–	–	–	–
(c)	Financial Institutions/ Banks	–	–	–	–
(d)	Any other	13 02 16 289	51.55	13 02 16 289	51.55
	Sub-Total A(1):	**13 13 82 303**	**52.01**	**13 13 82 303**	**52.01**
2	**Foreign**				
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)	–	–	–	–
(b)	Government	–	–	–	–
(c)	Institutions	–	–	–	–
(d)	Foreign Portfolio Investor	–	–	–	–
(e)	Any Other (specify)	–	–	–	–
	Sub-Total A(2) :	–	–	–	–
	Total A=A(1)+A(2)	**13 13 82 303**	**52.01**	**13 13 82 303**	**52.01**
(B)	**Public Shareholding**				
1	**Institutions**				
(a)	Mutual Funds	1 25 01 290	4.95	1 25 01 290	4.95
(b)	Venture Capital Funds	–	–	–	–
(c)	Alternate Investment Funds	–	–	–	–
(d)	Foreign Venture Capital Investors	–	–	–	–
(e)	Foreign Portfolio Investors	4 03 00 757	15.95	4 03 00 757	15.95

Sr. No.	Description	Pre-Scheme shareholding of RCap		Post-Scheme shareholding of RCap (Expected)	
		Number of shares	% (A+B+C)	Number of shares	% (A+B+C)
(f)	Financial Institutions / Banks	73 23 745	2.9	73 23 745	2.9
(g)	Insurance Companies	1 08 42 332	4.29	1 08 42 332	4.29
(h)	Provident Funds/ Pension Funds	-	-	-	-
(i)	Any other (specify)	38 86 764	1.54	38 86 764	1.54
	Sub-Total B(1) :	**7 48 54 888**	**29.63**	**7 48 54 888**	**29.63**
B(2)	Central Government/ State Government(s)/ President of India	71 191	0.03	71 191	0.03
	Sub-Total B(2):	**71 191**	**0.03**	**71 191**	**0.03**
B(3)	**Non-Institutions**				
(a)	Individuals				
	Individual share capital upto Rs. 2 Lacs	3 20 79 027	12.7	3 20 79 027	12.7
	Individual share capital in excess of Rs. 2 Lacs	36 77 677	1.46	36 77 677	1.46
(b)	NBFCs registered with RBI	-	-	-	-
(c)	Employee Trusts	-	-	-	-
(d)	Overseas Depositories (holding DRs)	-	-	-	-
(e)	Any Other (specify)				
	Non Resident Indians	16 15,836	0.64	16 15 836	0.64
	Bodies Corporate				
	Domestic	58 69 434	2.32	58 69 434	2.32
	Overseas Corporate Bodies	6 277	-	6 277	-
	Sub-Total B(3) :	**4 32 48 251**	**17.12**	**4 32 48 251**	**17.12**
	Total B=B(1)+B(2)+ B(3) :	**11 81 74 330**	**46.78**	**11 81 74 330**	**46.78**
(C)	**Non Promoter – Non Public**				
(C1)	Shares underlying DRs	14 76 167	0.58	14 76 167	0.58
(C2)	Shares held by Employee Trust	16 00 000	0.63	16 00 000	0.63
	Sub-Total (C)= C(1) + C(2) :	**30 76 167**	**1.21**	**30 76 167**	**1.21**
	Grand Total (A+B+C) :	**25 26 32 800**	**100**	**25 26 32 800**	**100**

There will be no change in the Equity shareholding pattern of RCap post Scheme as no shares would be issued pursuant to the Scheme.

RHFL

RHFL is a wholly owned subsidiary of RCap and RCap holds 11,58,20,000 equity shares of Rs.10 each (including 20 shares held jointly with its nominees).

Sr. No.	Description	Post-Scheme shareholding of RHFL (Expected)	
		Number of shares	% (A+B+C)
(A)	**Promoter and promoter group**		
1	Indian		
(a)	Individuals / Hindu Undivided Family	11 66 014	0.24
(b)	Central Government/ State Government(s)	-	-
(c)	Financial Institutions/ Banks	-	-
(d)	Any other –	36 25 85 477	74.76
	Sub-Total A(1):	**36 37 51 491**	**75.00**

Sr. No.	Description	Post-Scheme shareholding of RHFL (Expected)	
		Number of shares	% (A+B+C)
2	**Foreign**		
(a)	Individuals (Non-Residents Individuals / Foreign Individuals)	-	-
(b)	Government	-	-
(c)	Institutions	-	-
(d)	Foreign Portfolio Investor	-	-
(e)	Any Other (specify)	-	-
	Sub-Total A(2) :	-	-
	Total A=A(1)+A(2)	**36 37 51 491**	**75.00**
(B)	**Public Shareholding**		
1	**Institutions**		
(a)	Mutual Funds / UTI	1,25,01,290	2.58
(b)	Venture Capital Funds	-	-
(c)	Alternate Investment Funds	-	-
(d)	Foreign Venture Capital Investors	-	-
(e)	Foreign Portfolio Investors	4 03 00 757	8.31
(f)	Financial Institutions / Banks	73 23 745	1.51
(g)	Insurance Companies	1 08 42 332	2.24
(h)	Provident Funds/ Pension Funds	-	-
(i)	Any other -		
	Foreign Institutional Investors	38 86 764	0.80
	Sub-Total B(1) :	**7 48 54 888**	**15.43**
B(2)	Central Government/ State Government(s)/ President of India	71 191	0.01
	Sub-Total B(2):	**71 191**	**0.01**
B(3)	**Non-Institutions**		
(a)	Individuals		
	Individual share capital upto Rs. 2 Lacs	3 20 79 027	6.61
	Individual share capital in excess of Rs. 2 Lacs	36 77 677	0.76
(b)	NBFCs registered with RBI	-	-
(c)	Employee Trusts	-	-
(d)	Overseas Depositories	-	-
	(holding DRs)		
(e)	Any Other (specify)		
	Non Resident Indians	16 15 836	0.33
	Bodies Corporate		
	Domestic	58 69 434	1.21
	Overseas Corporate Bodies	6 277	-
	Sub-Total B(3) :	**4 32 48 251**	**8.92**
	Total B=B(1)+B(2)+ B(3) :	**11 81 74 330**	**24.36**
(C)	**Non Promoter – Non-Public**		
(C1)	Shares underlying DRs	14 76 167	0.30
(C2)	Shares held by Employee Trust	16 00 000	0.33
	Sub-Total (C) :	**30 76 167**	**0.63**
	Grand Total (A+B+C) :	**48 50 01 988**	**100.00**

c) **Creditors –** The rights and interest of the respective creditors of Companies involved in the Scheme will not be prejudicially affected by the Scheme as post Scheme, the respective companies shall meet their respective liabilities as they arise in the ordinary course of business. Further the rights and interests of the creditors will not be prejudicially affected by the Scheme as there is no Compromise and / or Arrangement with the creditors since no sacrifice or waiver is, at all, called from them nor are their terms or rights sought to be modified in any manner.

d) **Debenture Holders and Debenture Trustees of RCap and RHFL –** There is expected to be no adverse effect of the Scheme on debenture holders and debenture trustees as there is no Compromise and / or Arrangement with the Debenture Holders since no sacrifice or waiver is, at all, called from them nor are their terms or rights sought to be modified in any manner. The debenture trustees do not have any material interest in the proposed scheme.

e) **Employees –** Employees of the Demerged Company who are exclusively part of the Demerged Undertaking shall stand transferred to the Resulting Company on terms and conditions which shall not be less favourable than the terms and conditions of employment offered by the Demerged Company and existing till the Appointed Date (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and / or any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.

17. **Capital Structure Pre and Post Scheme**

Pre and Post Scheme Capital Structure of RCap will be as under:

	Pre-Scheme as on March 31, 2017		**Post- Scheme (Expected)**	
	No. of Shares	**Rs. in crore**	**No. of Shares**	**Rs. in crore**
Authorised Share Capital:				
Equity Shares of Rs. 10 each	30 00 00 000	300	30 00 00 000	300
Preference Shares of Rs. 10 each	10 00 00 000	100	10 00 00 000	100
Total	**40 00 00 000**	**400**	**40 00 00 000**	**400**
Issued and Subscribed Share Capital:				
Equity Shares of Rs. 10 each fully paid-up	25 39 77 006	254	25 39 77 006	254
Total	**25 39 77 006**	**254**	**25 39 77 006**	**254**
Paid - Up Share Capital:				
Equity Shares of Rs. 10 each fully paid-up	25 26 32 800	252	2 52 62 800	252
Add: Forfeited Equity Shares of Rs. 10 each	13 44 206	1	13 44 206	1
Total	**25 39 77 006**	**253**	**25 39 77 006**	**253**

Note : There will be no change in the Shareholding Pattern of Equity Shares of RCap, pre and post scheme.

Pre and Post Scheme Capital Structure of RHFL will be as under:

	Pre-Scheme as on March 31, 2017		**Post- Scheme (Expected)**	
	No. of Shares	**Rs. in crore**	**No. of Shares**	**Rs. in crore**
Authorised Share Capital:				
Equity Shares of Rs. 10 each	7 50 00 000	75.00	55 00 00 000	550.00
Preference Shares of Rs. 10 each	5 00 00 000	50.00	5 00 00 000	50.00
Total	**12 50 00 000**	**125.00**	**60 00 00 000**	**600.00**
Issued, Subscribed and Paid-Up Share Capital:				
Equity Shares of Rs. 10 each fully paid-up	6 58 20 000	65.82	48 50 01 988	485.00
Total	**6 58 20 000**	**65.82**	**48 50 01 988**	**485.00**

18. The copy of draft Scheme will be filed with the Registrar of Companies.

19. No investigation or proceedings have been instituted or are pending under applicable provisions of the Companies Act, 2013 or erstwhile provisions of Companies Act, 1956 against RCap.

20. No winding up petition has been admitted against the RCap.

21. On the Scheme being approved by the requisite majority of the shareholders of both the Companies involved in the Scheme as per the requirement of Section 230 of the Companies Act, 2013, both the Companies will file a petition with the Tribunal at Mumbai for sanction of the Scheme.

22. The following documents will be open for inspection by the equity shareholders of RCap up to 1 (one) day prior to the date of the meeting at its registered office between 11:00 A.M. IST and 2:00 P.M. IST on all working days, except Saturdays, Sundays and Public Holidays:

    (a) Copy of the Order dated June 19, 2017 of the Tribunal at Mumbai passed in Company Scheme Application No. CSA 626 of 2017 directing the convening of the meeting of the Equity Shareholders of RCap;

    (b) Copy of the Company Scheme Application No. CSA 626 of 2017;

    (c) Scheme of Arrangement;

    (d) Memorandum and Articles of Association of RCap and RHFL;

    (e) Annual Financial Statements of RCap and RHFL for the financial year ending March 31, 2017;

    (f) Copy of the report on the Share Entitlement Ratio dated October 28, 2016 issued by M/s. SSPA & CO., Chartered Accountants, an independent valuer and Fairness Opinion dated October 28, 2016 issued by M/s. Keynote Corporate Services Limited thereon;

    (g) Certificate issued by the Statutory Auditors of RCap in relation to the accounting treatment prescribed in the Scheme is in compliance with the Accounting Standards;

    (h) Copy of the Complaints Report submitted to National Stock Exchange of India Limited and BSE Limited and also uploaded on the Company's website;

    (i) Copy of Observation Letters issued by National Stock Exchange of India Limited and BSE Limited; and

    (j) Register of Director's Shareholdings of RCap and RHFL.

    This statement may be treated as an Explanatory Statement under Sections 230 to 232 of the Companies Act, 2013.

    A copy of the Scheme, Explanatory Statement and Proxy Form may be obtained from the Registered Office of RCap and / or at the office of advocate M/s. Rajesh Shah & Co. situated at 16, Oriental Building, 30, Nagindas Master Road, Flora Fountain, Mumbai 400 001.

Dr. Bidhubhusan Samal
Chairperson appointed for the meeting

Place : Mumbai
Date : June 20, 2017

Registered Office:
Reliance Capital Limited
H Block, 1st Floor
Dhirubhai Ambani Knowledge City
Navi Mumbai 400 710
CIN - L65910MH1986PLC165645

SCHEME OF ARRANGEMENT

UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956

BETWEEN

RELIANCE CAPITAL LIMITED

AND

RELIANCE HOME FINANCE LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

A. PREAMBLE

This Scheme of Arrangement is presented pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013 upon their notification (including any statutory modifications(s) or re-enactment(s) thereof), for the time being in force, on a going concern basis, for the demerger and vesting of Real Estate Lending Business ("Demerged Undertaking") (as defined hereinafter) of Reliance Capital Limited into Reliance Home Finance Limited ("RHFL" or "Resulting Company").

B. Background of the Companies

1. RCap is a Systemically Important Non-deposit Taking Non-Banking Financial Company ("NBFC-ND-SI") registered with the Reserve Bank of India ("RBI"). It is listed on both the BSE Limited and the National Stock Exchange of India Limited. RCap has interests in asset management and mutual funds, life and general insurance, commercial and home finance, real estate lending, stock broking, wealth management services, distribution of financial products, asset reconstruction, proprietary investments and other activities in financial services. The registered office of RCap is situated at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Koparkhairne, Navi Mumbai 400 710.

2. RHFL is wholly owned subsidiary of RCap. RHFL is registered with National Housing Bank as a housing finance company, without accepting public deposits, as defined under Section 29A of the National Housing Bank Act, 1987 and is principally engaged in the housing finance business. The registered office of RHFL is situated at Reliance Centre, 6th Floor, South Wing, Off Western Express Highway, Santacruz (East), Mumbai 400 055.

C. RATIONALE

The demerger of the Demerged Undertaking of RCap pursuant to this Scheme is with a view to achieve the following benefits:

- Value unlocking for shareholders given the business has achieved scale, will attract investors and provide better flexibility in accessing capital; and
- It is believed that this Scheme will create enhanced value for shareholders and allow a focused growth strategy which would be in the best interests of all the stakeholders. The restructuring proposed by this Scheme will also provide better flexibility to the investors to select investments which best suit their investment strategies and risk profile.

Further, this will also facilitate the treatment of RCap as a Core Investment Company ("CIC") in terms of applicable RBI Regulations.

This Scheme also makes provision for various other matters consequential or related thereto and otherwise integrally connected therewith.

D. Parts of the Scheme

This Scheme is divided into the following parts:

(i) **Part I** deals with the definitions of terms used in this Scheme and share capital of the Demerged Company and the Resulting Company;

(ii) **Part II** deals with demerger and vesting of the Demerged Undertaking of RCap into RHFL; and

(iii) **Part III** deals with the other general terms and conditions.

PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

1.1 **"Act"** or **"the Act"** means the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013 upon their notification (including any statutory modifications(s) or re-enactment(s) thereof), for the time being in force;

1.2 **"Appointed Date"** means April 1, 2017 or such other date as may be approved by the Hon'ble High Court of Judicature at Bombay;

1.3 **"Board of Directors"** or **"Board"** means the Board of Directors of the Demerged Company or the Resulting Company or both the Companies as the context may require and includes a committee duly constituted by the Board of Directors and authorised thereby for the purpose on matters pertaining to the Scheme and / or any other consequential or incidental matter in relation thereto;

1.4 **"Court"** or **"High Court"** means the High Court of Judicature at Bombay and / or the National Company Law Tribunal, as the case may be, under the relevant provisions of the Act at the relevant point in time;

1.5 **"Demerged Undertaking"** means the Real Estate Lending Business of the Demerged Company (including Property solution business, valuation of property business & brokerage) on a going concern basis, comprising, *inter alia*, of all the properties, assets, liabilities, permits, licences, registrations, approvals, contracts, and employees which are relatable to the Demerged Undertaking which shall include:

(a) All the assets and movable properties wherever situated whether tangible or intangible, absolute, accrued, fixed or otherwise including property, loans, securities, post dated cheques, ECS mandate, direct debit mandate, collection / escrow mechanism or other such payment mechanism, accounts and notes receivable, plant and machinery, equipment, stocks and inventory, machinery, vehicles, offices, investments, interest, capital, work-in-progress, furniture, fixtures, office equipment, appliances, computers (software as well as hardware), accessories, licenses, approvals, registrations, right to use all branches along with all the assets used therein, incentives (if any), rights as licensee or lessee, municipal permissions, regulatory permissions, consents, or powers of every kind, nature and description whatsoever in connection with operating or relatable to the Demerged Undertaking and all other permissions, rights (including rights under any contracts, memoranda of understanding, etc.), entitlements, copyrights, patents, trademarks, trade names, domain names and other industrial designs, trade secrets, or intellectual property rights of any nature and all other interest exclusively relating to the services being dealt with by the Demerged Undertaking, and all deposits, advances and or moneys paid or received by the Demerged Undertaking, all statutory licenses and / or permissions to carry on the operations of the Demerged Undertaking and any financial assets, benefits of any corporate guarantees issued by the Demerged Company in relation to and for the benefit of the Demerged Undertaking and the benefits of any bank guarantees issued in relation to and for the benefit of the Demerged Undertaking, deferred tax benefits, privileges, exemptions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax credit, benefits under the value added tax, benefits of any unutilised CENVAT / service tax credits, etc.) all other claims, rights and benefits, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, email connection, other communication facilities connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking together with the Demerged Undertaking Liabilities. Provided however, the assets shall not include the immovable properties owned by the Demerged Company;

(b) All rights and obligations of the Demerged Company under the customer contracts, loan agreements, the receivables and non-performing assets, along with the unamortized subventions received, and unamortized cost of acquisition relating to the receivables and non-performing assets, under the customer contracts and the rights and interest of the Resulting Company to the security and / or collateral provided in relation to the customer contracts. It is clarified that for the purpose of determining the tenure of customer contracts / receivables, the original date of the contract will be the relevant date for the purposes of all relevant regulations;

(c) All the rights and obligations under the contracts / agreements including but not limited to service provider contracts, preferred financing contracts, connector agreements, revenue sharing agreements, leave and license agreements, direct selling agent agreements, non disclosure agreements, memorandum of understandings, expression of interest letters, vendor agreements, master service agreements, mandate agreements, agreements executed with legal and technical vendors / valuers, framework agreements, collaboration agreements, lease agreements, master license agreements, annual maintenance contracts,

supply agreements, retainership agreements, purchase orders, work orders, rate contracts, business centre agreements, license usage agreements, digital marketing agreements, project marketing agreements, total cost of service agreements, software licensing agreements, introduction agreements, mutual confidential disclosure agreements, sourcing agreements, master lease agreements, escrow agreements, trust retention account agreements, operating lease agreements / contracts, agreement to provide the facility attendants, collection agency agreements, stock yard contracts, online auction agreements, relationship referral agreements, repossession agreements all the rights and obligations with respect to credit enhancement obligations together with corresponding collateral and interest and surplus received or receivable to meet credit enhancement obligations and all the rights and obligations with respect to collection and payout obligations;

(d) Without prejudice to the generality of the Clause (a) above, the Demerged Undertaking shall also include all Demerged Undertaking Liabilities;

(e) All deposits and balances with government, semi-government, local and other authorities and bodies, customers and other persons, all entitlements to tax and other credits, set offs, carry forward balances including, in particular, entitlement to credit pertaining to taxes paid u/s. 115JB of the Income tax Act, 1961. Investments (if any) pertaining to the Demerged Undertaking, including securitised assets, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the Demerged Undertaking and where the amount of any entitlement, credit set off or carry forward balance relating directly or indirectly to the Demerged Undertaking cannot be separately identified, the same shall be deemed to be the proportion of such entitlement, credit, set off or carry forward balance as the proportion of the book value of the assets of the Demerged Undertaking to the total assets of the Demerged Company at the close of the day preceding the Appointed Date;

(f) All necessary records, files, papers, technical and process information, all product and service pricing, costing, commercial and business related information, computer program, drawings and designs, procedure and other manuals, training materials, prospect lists, data, catalogues, quotations, sales and advertising materials, financing and serving related forms, lists and all details of present and former customers and suppliers, customer credit information, customer pricing information and other records whether in physical or electronic form in connection with or relating to the Demerged Undertaking;

(g) Extension of insurance covers and / or benefits under the existing insurance policies providing insurance cover pertaining to the Demerged Undertaking;

(h) All permanent and / or temporary employees, workmen, staff, contract staff or labourers of the Demerged Company engaged in directly or exclusively for the Demerged Undertaking and those permanent and / or temporary employees that are determined by the board of directors of the Demerged Company to be engaged in or relatable to the Demerged Undertaking.

It is clarified that the Demerged Undertaking does not include the assets, liabilities and obligations forming part of the Remaining Business. In case, if any assets or liabilities or contracts or any other instrument of the Demerged Undertaking cannot be transferred to the Resulting Company for any reasons whatsoever, the Demerged Company shall continue to hold those assets or liabilities or contracts or any other instrument on trust for the benefit of the Resulting Company in so far as it is permissible so to do, till such time as the transfer is effected.

Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations of the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company or committee(s) thereof authorized by the respective Board of Directors.

1.6 **"Demerged Undertaking Liabilities"** means all present and future liabilities (including contingent liabilities), etc. relatable to the Demerged Undertaking and includes debts, liabilities or obligations incurred by the Resulting Company which directly or indirectly are attributable to, or utilised for, or relatable to, the Demerged Undertaking determined on the basis as if all financial assets and other assets of the Demerged Undertaking were directly or indirectly funded out of, or funded by utilising, funds borrowed by the Resulting Company;

1.7 **"Effective Date"** means the last of the date on which the certified copies of the Orders of High Court of Judicature at Bombay under Sections 391 to 394 of the Act or corresponding authority as per provisions of the Companies Act, 2013, sanctioning the Scheme is filed with the Registrar of Companies, Maharashtra at Mumbai by the Demerged Company and the Resulting Company. References in this Scheme to the words **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** shall mean the Effective Date;

1.8 **"GDRs"** means Global Depository Receipts issued by the Demerged Company;

1.9 **"RCap"** or **"the Demerged Company"** means Reliance Capital Limited a public listed company incorporated under the provisions of the Companies Act, 1956 under the corporate identity number L65910MH1986PLC165645, and registered with the RBI as a NBFC-ND-SI and whose registered office is situated at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Koparkhairne, Navi Mumbai 400 710;

1.10 **"Record Date"** means the date fixed by the Board of directors of the Demerged Company in consultation with the Resulting Company, for the purpose of determining the equity shareholders of the Demerged Company to whom equity shares will be allotted by the Resulting Company, pursuant to the Scheme;

1.11 **"Remaining Business"** means all the businesses, divisions, assets and liabilities of RCap other than the Demerged Undertaking as defined in Clause 1.5 of this Scheme.

1.12 **"RHFL"** or **"the Resulting Company"** means Reliance Home Finance Limited, a public company incorporated under the provisions of the Companies Act, 1956 under the corporate identity number U67190MH2008PLC183216 and registered with National Housing Bank as a housing finance company, and whose registered office is situated at Reliance Centre, 6th Floor, South Wing, Off Western Express Highway, Santacruz (East), Mumbai 400 055;

1.13 **"Scheme"** or **"Scheme of Arrangement"** means this Scheme of Arrangement in its present form including any modification(s) or amendment(s) hereto;

1.14 **"Stock Exchanges"** shall mean the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") where the equity shares of RCap are listed;

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification(s) or re-enactment(s) thereof from time to time.

2. SHARE CAPITAL

2.1 The share capital structure of the Demerged Company as on March 31, 2016 is as follows:

Authorised Capital	**Amount in INR (crore)**
30 00 00 000 Equity Shares of Rs. 10 each	300.00
10 00 00 000 Preference Shares of Rs. 10 each	100.00
Total	**400.00**
Issued and Subscribed	
25 39 77 006 Equity Shares of Rs. 10 each	253.97
Total	**253.97**
Paid-Up Capital	
25 26 32 800 Equity Shares of Rs. 10 each	252.63
Add: Forfeited shares	1.34
Total	**253.97**

The equity shares of the Demerged Company are listed on the Stock Exchanges. Subsequent to March 31, 2016 and upto the date of Board meeting approving this Scheme, there is no change in authorized, issued, subscribed and paid-up share capital of the Demerged Company.

2.2 The share capital structure of the Resulting Company as on March 31, 2016 is as follows:

Authorised Capital	**Amount in INR (crore)**
7 50 00 000 Equity Shares of Rs. 10 each	75.00
5 00 00 000 Preference Shares of Rs. 10 each	50.00
Total	**125.00**
Issued, Subscribed and Fully Paid-up	
6 58 20 000 Equity shares of Rs. 10 each	65.82
Total	**65.82**

The equity shares of the Resulting Company are not listed. Subsequent to March 31, 2016 the issued, subscribed and paid-up share capital of the Resulting Company has changed pursuant to issue of additional shares. The revised capital structure of the Resulting Company is as under:

Authorised Capital	**Amount in INR (crore)**
9 30 00 000 Equity Shares of Rs. 10 each	93.00
3 20 00 000 Preference Shares of Rs. 10 each	32.00
Total	**125.00**
Issued, Subscribed and Fully Paid-up	
9 08 20 000 Equity shares of Rs. 10 each	90.82
Total	**90.82**

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

This Scheme set out herein along with the modification(s) proposed, if any, by the High Court / appropriate authority, shall be effective from the Appointed Date but shall be operative from the Effective Date.

4. COMPLIANCE WITH TAX LAWS

This Scheme has been drawn up to comply with the conditions relating to "Demerger" as defined under Section 2(19AA), and other relevant sections of the Income-tax Act, 1961 and accordingly all the assets and liabilities shall be transferred from RCap into RHFL at book values only. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. The power to make such amendments shall vest with the Board of Directors of the Demerged Company, which power can be exercised anytime and shall be exercised in the best interest of the companies and their shareholders.

PART II

DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING OF RCAP INTO RHFL

5. TRANSFER AND VESTING

5.1 Upon the coming into effect of this Scheme and with effect from the opening hours of the Appointed Date and subject to the provisions of this Scheme, the Demerged Undertaking shall, pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 and other relevant provisions of the Act, without any further act, instrument or deed, be transferred to and vest in, or be deemed to be transferred to and vested in the Resulting Company, as a going concern, so as to vest in the Resulting Company all the rights, liabilities, properties, title and interest of the Resulting Company therein subject to all subsisting charges, liens, pledges, mortgages, if any, then affecting the same or part thereof.

5.2 In so far as the assets of the Demerged Undertaking are concerned, the security, existing charges, mortgages and encumbrances in respect of any of the assets or any part thereof, in relation to any loans or borrowings of the Remaining Business of the Demerged Company shall, without any further act, instrument or deed, be released and stand discharged from the same.

5.3 In so far as the assets of the Remaining Business of the Demerged Company are concerned, the security over such assets, to the extent they relate to the Demerged Undertaking shall, without any further act, instrument or deed be released and discharged from such security that relate to the Demerged Undertaking. Without prejudice to the foregoing and with effect from the Effective Date, the Demerged Company and the Resulting Company shall execute any instruments or documents and do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies, Maharashtra at Mumbai, to give formal effect to these provisions, if required.

5.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws and the Act, all the consents, permissions, licenses, certificates, authorities (including for the operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Demerged Company, and the rights and benefits under the same shall, insofar as they relate to the Demerged Undertaking and all quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and all other interests relating to the goods, services or any other assets being directly and exclusively dealt with by the Demerged Undertaking, be transferred to and vested in the Resulting Company. In respect of all the movable assets of the Demerged Company and the assets which are otherwise capable of

transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Resulting Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Resulting Company to the end and intent that the property and benefit therein passes to the Resulting Company with effect from the Appointed Date. Such delivery and transfer shall be made on a date mutually agreed upon between the respective Board of Directors of the Demerged Company and the Resulting Company. In respect of any intangible moveable assets of the Demerged Company other than those mentioned in hereinabove, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Demerged Company shall if so required by the Resulting Company and the Resulting Company may, issue notices in such form as the Resulting Company may deem fit and proper stating that pursuant to the High Court having sanctioned this Scheme between the Demerged Company and the Resulting Company under Section 394 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Resulting Company, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realize the same stands transferred to the Resulting Company and that appropriate entries shall be passed in their respective books to record the aforesaid changes.

5.5 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the various incentives, service tax benefits, subsidies (including applications for subsidies), grants, special status and other benefits or privileges enjoyed, granted by any governmental body, local authority or by any other person, or availed of by the Demerged Company are concerned, the same shall, without any further act or deed, in so far as they relate to the Demerged Undertaking, vest with and be available to the Resulting Company on the same terms and conditions.

5.6 All the Demerged Undertaking Liabilities of the Demerged Company as on the Appointed Date shall also stand transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company on a going concern basis, without any further act or deed pursuant to Section 394 (2) of the Act, so as to become the liabilities, debts, duties and obligations, dues, loans and responsibilities of the Resulting Company on the same terms and conditions as was applicable to the Demerged Company.

5.7 It is hereby clarified that the rest of the assets (including the immovable properties owned by the Demerged Company) and liabilities (other than those forming part of the Demerged Undertaking or otherwise specified in this Scheme) of the Demerged Company shall continue in the Demerged Company.

5.8 All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company pertaining to the Demerged Undertaking after the Effective Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company. Similarly, the banker of the Resulting Company shall honour all cheques issued by the Demerged Company pertaining to the Demerged Undertaking for payment after the Effective Date. If required, the Demerged Company shall allow maintaining of bank accounts in its name by the Resulting Company for such time as may be determined to be necessary by the Demerged Company and the Resulting Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company in connection with the business of Demerged Undertaking.

5.9 It is clarified that if any assets, (claims, rights, title, interest in, or authorities relating to such assets) or liabilities or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever in relation to Demerged Undertaking which the Demerged Company owns or to which the Demerged Company is a party and which cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such assets or contract, deeds, bonds, liabilities, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the Resulting Company to which the Demerged Undertaking is being transferred in terms of this Scheme, in so far as it is permissible so to do, till such time as the transfer is effected. It is further clarified that, with respect to such assets, liabilities or agreements of whatsoever in relation to the Demerged Undertaking, the Demerged Company shall carry on and deemed to have carried on its business and activities and shall stand possessed of such assets, liabilities or agreements in trust for the Resulting Company and shall account for the same to the Resulting Company. All income and expenditure accruing on account of the above after the Appointed Date will be for and on account of the Resulting Company.

6. CONSIDERATION

6.1 Upon the Scheme becoming effective and in consideration of transfer and vesting of the Demerged Undertaking of the Demerged Company into the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot, at par, to all equity shareholders of the Demerged Company whose name appears in the Register of Members of the Demerged Company as on the Record Date or to his / her heirs, executors, administrators or the successors-in-title, as the case may be, fully paid-up equity shares, in the following ratio:

"1 (One) Equity Share of Rs.10 each fully paid-up of Reliance Home Finance Limited for every 1 (One) Equity Share of Rs.10 each fully paid-up held in RCap". **("Share Entitlement Ratio")**

6.2 The shares to be issued by the Resulting Company pursuant to Clause 6.1 above shall be issued in dematerialized form by the Resulting Company, unless otherwise requested in writing by the shareholders of the Demerged Company.

6.3 The shares to be issued and allotted as above shall rank pari passu to the existing shares comprised in the share capital of the Resulting Company and shall be subject to the Memorandum and Articles of Association of the Resulting Company.

6.4 The Resulting Company shall take necessary steps to increase or alter or re-classify, if necessary, its Authorized Share Capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under this Scheme.

6.5 The approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be due compliance of all applicable provisions of the Act for the issue and allotment of shares by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.

6.6 It is clarified that no special resolution under Section 62 of the Companies Act, 2013 shall be required to be passed by the Resulting Company separately in a general meeting for issue of shares to the members of the Demerged Company under this Scheme and on the shareholders of the Resulting Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares to the members of the Demerged Company.

6.7 The shares of the Demerged Company are presently listed on the Stock Exchanges. The New Equity Shares issued in terms of Clause 6.1 shall be listed and / or admitted to trading on the relevant stock exchange/s in India, where the equity shares of Demerged Company are listed and / or admitted to trading.

6.8 Upon the scheme being sanctioned by the Court u/s. 394 of the Companies Act, 1956 and on its becoming effective, the shares to be allotted to the members of the Demerged company i.e. RCap by the Resulting Company i.e. RHFL, shall be listed and / or admitted to trading on the relevant Stock Exchange(s) in India, where the equity shares of RCap are listed and / or admitted to trading as on the Effective Date. Accordingly, the Resulting Company shall take steps for listing simultaneously on all such Stock Exchange(s) within a reasonable period of the receipt of the final order of the High Court sanctioning the Scheme. The Resulting Company shall also apply to Securities and Exchange Board of India through Stock Exchange for seeking relaxation under Rule 19(2)(b) of Securities Contract (Regulation) Rules, 1957.

6.9 With respect to the shares of Demerged Company held by Custodian being shares underlying the GDRs of the Demerged Company, the Resulting Company shall issue its shares in accordance with the Share Entitlement Ratio, to Custodian to hold such shares in trust together with all additions or accretions including dividends thereto. All shares of the Resulting Company issued as above would exclusively be for the benefit of the GDR holders of the Demerged Company. It is proposed that the Custodian may, subject however to the prevailing market conditions, sell, transfer or dispose of the shares held by it within a period of six months from date of listing in such a manner as may be proper in accordance with provisions of the Depository Agreement and shall distribute the proceeds, after deducting applicable costs and taxes, to all the GDR holders of the Demerged Company as on the Record Date.

7. ACCOUNTING TREATMENT

7.1 Accounting treatment in the books of the Demerged Company:

7.1.1 The Demerged Company shall, upon the Scheme becoming effective, reduce the assets and liabilities of the Demerged Undertaking vested in the Resulting Company pursuant to this Scheme at their respective book values as appearing on the close of business day immediately preceding the Appointed Date.

7.1.2 Inter-company balances and transaction between the Resulting Company and the Demerged Undertaking of the Demerged Company, if any, will stand cancelled. It is clarified that the Demerged Company will continue to hold its investment in the Resulting Company.

7.1.3 The difference being the excess of the book value of assets over the book value of the liabilities pertaining to the Demerged Undertaking and demerged from the Demerged Company pursuant to this Scheme after giving effect to Clause 7.1.2 shall be adjusted to the appropriate reserves of the Demerged Company.

7.2 In the books of the Resulting Company:

7.2.1 Upon the coming into effect of this Scheme, the Resulting Company shall record the assets and liabilities of the Demerged Undertaking at their respective book values, as on the Appointed Date being book value (excluding any revaluation) in the books of the Demerged Company.

7.2.2 The Resulting Company shall credit to its share capital account, the aggregate face value of the Equity Shares issued by it pursuant to Clause 6.1 of this Scheme.

7.2.3 Inter-company balances and transaction between the Resulting Company and the Demerged Undertaking of the Demerged Company, if any, will stand cancelled. It is clarified that the Demerged Company will continue to hold its investment in the Resulting Company.

7.2.4 The difference between value of assets and liabilities of the Demerged Undertaking as recorded by the Resulting Company after considering effect of clause 7.2.2 and clause 7.2.3 shall be deemed to comprise

and be recorded, in case of excess as its Capital Reserve or in case of deficit as Goodwill. It is clarified that such reserves shall arise pursuant to the Scheme and shall for all regulatory and accounting purposes be considered to be part of the owned funds / net worth of the Resulting Company.

8. ISSUE AND ALLOTMENT OF SHARES

8.1 To achieve the desired capital structure, before the Record Date, the Resulting Company shall issue and allot 14,15,49,188 equity shares of Rs.10 (Rupees Ten Only) each fully paid-up at a premium as may be determined by the Board to the Demerged Company and at anytime post allotment of the equity shares of the Resulting Company pursuant to clause 6.1 of this Scheme, the Demerged Company may acquire such number of shares from the other promoters of the Resulting Company at an agreed value, so that the holding of the Demerged Company in the Resulting Company is 51%. The Resulting Company shall be continuously in compliance with the minimum public shareholding requirement under Rule 19A of Securities Contracts (Regulation) Rules, 1957.

8.2 The shares to be issued by the Resulting Company pursuant to Clause 8.1 above shall rank pari passu to the existing shares forming part of the share capital of the Resulting Company and shall be issued in dematerialized form by the Resulting Company.

8.3 The shares to be issued and allotted as above shall be subject to the Memorandum and Articles of Association of the Resulting Company.

8.4 The Resulting Company shall take necessary steps to increase or alter or re-classify, if necessary, its Authorized Share Capital suitably to enable it to issue and allot the shares as aforesaid. The Resulting Company shall seek its shareholders' approval and pass necessary resolutions under the Act as may be required.

9. CARRYING ON THE BUSINESS OF THE DEMERGED UNDERTAKING UNTIL THE EFFECTIVE DATE

9.1 With effect from the Appointed Date and up to and including the Effective Date, the Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking for and on account of and in trust for the Resulting Company.

9.2 All profits accruing to the Demerged Company or losses including tax losses, arising or incurred by the Demerged Company in relation to the Demerged Undertaking for the period commencing from the Appointed Date to the Effective Date shall, for all purposes, be treated as profit or loss, as the case may be, of the Resulting Company.

9.3 All assets acquired by the Demerged Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired in trust for and on behalf of the Resulting Company, and shall also stand transferred to and vested in the Resulting Company upon the coming into effect of this Scheme.

9.4 Where any of the liabilities and obligations of the Demerged Company as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company, and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company, and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Resulting Company and shall become the liabilities and obligations of the Resulting Company, which shall be liable to meet, discharge and satisfy the same.

9.5 The Demerged Company hereby confirms that it shall continue, from the date of the filing of the Scheme and up to the Effective Date, to preserve and carry on the Demerged Undertaking with due diligence and prudence.

10. LEGAL PROCEEDINGS

10.1 With effect from the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) (**"Proceedings"**) by or against the Demerged Company under any statute, whether pending on the Appointed Date, relating to the Demerged Undertaking, shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent such Proceedings cannot be taken over by the Resulting Company, the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company. In the event that such liability is incurred or such claim or demand is made upon the Demerged Company pertaining to the Demerged Undertaking (or any successor thereof), then the Resulting Company shall reimburse and indemnify the Demerged Company (or any successor thereof) for any payments made in relation to the same.

10.2 Any Proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company. The Resulting Company shall in no event be responsible or liable for or in relation to any such Proceeding by or against the Demerged Company.

11. CONTRACTS, LICENSES, APPROVALS AND PERMITS

11.1 With effect from the Appointed Date on coming into effect on the Effective Date and subject to the provisions of this Scheme, all licenses, approvals or permits, whether governmental or otherwise, contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour of, as the case may be, vest in the Resulting Company, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.

11.2 Without prejudice to the other provisions of this Scheme and notwithstanding that the vesting of the Demerged Undertaking with the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement, to which the Demerged Company is a party, or any writings as may be necessary, to be executed merely in order to give formal effect to the above provisions. The Demerged Company shall, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.

11.3 Any statutory and other licenses, registrations, permissions, approvals or consents to carry on the operations whether issued by statutory and other authorities of the Demerged Company shall stand vested in or transferred to the Resulting Company without any further act or deed and shall be appropriately mutated by the statutory and other authorities concerned in favour of the Resulting Company upon the Scheme becoming effective. The benefit of all such statutory and regulatory permissions, and consents, shall vest in and become available to the Resulting Company pursuant to this Scheme. Since each of the statutory and other licenses, registrations, permissions, approvals or consents shall stand transferred by the order of the High Court to the Resulting Company, the Resulting Company shall file the relevant intimations for the record of the statutory and other authorities who shall take them on file pursuant to the vesting orders of the High Court.

11.4 It is hereby clarified that if any licenses, approvals, permits, contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company.

11.5 Any and all transactions between the Demerged Company and the Resulting Company between the Appointed Date and Effective Date which have the effect of being consummated only upon the Scheme coming into effect, shall accrue with effect from the Effective Date and any and all compliances with respect to such transactions shall be applicable from the Effective Date.

12. EMPLOYEES

12.1 All the employees of the Demerged Company who are exclusively part of the Demerged Undertaking shall stand transferred to the Resulting Company on terms and conditions which shall not be less favourable than the terms and conditions of employment offered by the Demerged Company and existing till the Appointed Date (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and / or any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.

12.2 The Resulting Company agrees that the services of all such employees (as mentioned in Clause 12.1 above) with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity fund plans, provident fund plans, superannuation fund plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Demerged Company who were part of the Demerged Undertaking.

12.3 The existing provident fund, superannuation and gratuity fund, incentives, if any, of which the aforesaid employees of the Demerged Company who are part of the Demerged Undertaking (being transferred under Clause 1.5 above to the Resulting Company), are members or beneficiaries, along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Resulting Company for the benefit of such employees on the same terms and conditions. All benefits and schemes being provided to the transferred employees will be treated as having been continuous and uninterrupted for the purpose of the aforesaid schemes. Accordingly, the provident fund, superannuation fund and gratuity fund dues, if any, of the said employees of the Demerged Company, would be continued to be deposited in the transferred provident fund, superannuation fund and gratuity fund account by the Resulting Company. In case necessary approvals are not received by the Effective Date and there is delay, all such amounts shall continue to be administered by the Demerged Company as a trustee from the

Effective Date till the date of actual transfer and on receiving the approvals, all the accumulated amounts till such date, shall be transferred to the respective funds of the Resulting Company in accordance with the approvals that have been obtained.

13. SAVINGS OF CONCLUDED TRANSACTIONS

The demerger and vesting of the assets, liabilities and obligations of the Demerged Undertaking as per this Scheme, and the continuance of the proceedings by or against the Resulting Company under Clause 10 hereof shall not affect any transaction or proceedings already completed by the Demerged Undertaking on or after the Appointed Date but before the Effective Date, to the end and intent that the Resulting Company accepts all acts, deeds and things done and executed by and / or on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company.

14. DIVIDEND

14.1 The Demerged Company and the Resulting Company shall be entitled to declare and pay dividend, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

14.2 It is clarified that the aforesaid provisions in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on the Demerged Company to demand or claim any dividend which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of the Resulting Company, subject to such approval of the shareholders, as may be required.

15. TREATMENT OF TAXES

15.1 All taxes (including income tax, sales tax, service tax, etc.) paid or payable by the Demerged Company, in respect of the operations and / or the profits of the Demerged Undertaking before the Appointed Date, shall be on account of the Demerged Company, and insofar as it relates to the tax payment (including, without limitation, sales tax, income tax, service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Demerged Company in respect of the profits or activities or operation of the Demerged Undertaking after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Resulting Company, and shall, in all proceedings, be dealt with accordingly.

15.2 Without prejudice to the generality of the foregoing on and from the Appointed Date, if any certificate for tax deducted at source or any other tax credit certificate relating to the Demerged Undertaking is received in the name of the Demerged Company, it shall be deemed to have been received by and in the name of the Resulting Company which alone shall be entitled to claim credit for such tax deducted or paid.

15.3 Upon the coming into effect of this Scheme, the Demerged Company and the Resulting Company are expressly permitted to revise their respective tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Demerged Company and the Resulting Company, to the extent required and to claim refunds, advance tax and withholding tax credits, and benefit of credit for minimum alternate tax, or any other tax related compliances or filings of forms.

15.4 The service tax paid by the Demerged Company under the Finance Act, 1994 in respect of services provided by the Demerged Undertaking for the period commencing from the Appointed Date shall be deemed to be the service tax paid by the Resulting Company, and credit for such service tax shall be allowed to the Resulting Company notwithstanding that challans for service tax payments are in the name of the Demerged Company and not in the name of the Resulting Company.

PART IV

GENERAL TERMS & CONDITIONS

16. LISTING REGULATIONS AND SEBI COMPLIANCE

16.1 On approval of the scheme by Hon'ble High Court, the Resulting Company shall apply for listing and trading permissions of its shares to the BSE and NSE and comply with the SEBI guidelines in this regard.

16.2 The Demerged Company being a listed company, shall comply with all requirements under the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 ("Listing Regulation") and all the statutory directives of the SEBI in so far as they relate to sanction and implementation of this Scheme.

16.3 The Demerged Company in compliance with the Listing Agreement shall apply for approval of the BSE and NSE where the shares are listed in terms of Regulation 37 of the Listing Regulation before approaching the High Court for the sanction of the Scheme.

16.4 New equity shares allotted to the shareholders of the Demerged Company in the Resulting Company in terms of Clause 6.1 shall remain frozen in the depositories system between the date of allotment of the equity shares of the Resulting Company to the shareholders of the Demerged Company and the date of listing of the equity shares of the Resulting Company with the stock exchanges and the grant of consequential listing / trading permission by the Stock Exchanges.

16.5 The shares allotted pursuant to the Scheme shall remain frozen in the depository systems till listing / trading permission is given by the designated stock exchange.

16.6 There shall be no change in the shareholding pattern of Reliance Home Finance Limited between the record date and the listing.

17. APPLICATION TO HIGH COURT

The Demerged Company and the Resulting Company shall as may be required make applications and / or petitions under Sections 391 to 394 of the Act and other applicable provisions of the Act to the High Court of Judicature at Bombay for sanction of this Scheme and all matters ancillary or incidental thereto.

18. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

18.1 The Demerged Company and the Resulting Company by their respective Board of Directors may assent to any modifications / amendments to the Scheme or to any conditions or limitations that the Court and / or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) subject to the approval of the Hon'ble High Court of Judicature at Bombay or any other authorities under applicable law. The Demerged Company and the Resulting Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or in any matter concerned or connected therewith.

18.2 In the event any of the conditions that may be imposed by the Court, while sanctioning the Scheme, which the Board of Directors of the Demerged Company and the Resulting Company may find unacceptable for any reason, then the Demerged Company and the Resulting Company are at liberty to withdraw from the Scheme.

19. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

19.1 The requisite consents, approvals or permissions of any governmental or regulatory authority, which by law may be necessary for the implementation of this Scheme.

19.2 The Scheme being approved by the requisite majorities in number and value of the members and / or creditors of the Demerged Company and the Resulting Company as may be directed by the Hon'ble High Court of Judicature at Bombay or any other competent authority, as may be applicable.

19.3 The Scheme being approved by the BSE and NSE under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

19.4 The Scheme being approved by the National Housing Bank under the Housing Finance Companies (NHB) Directions, 2010.

19.5 The sanction of the High Court under Sections 391 to 394 of the Act in favour of the Demerged Company and the Resulting Company under the said provisions and to the necessary Order under Section 394 of the Act being obtained; and

19.6 Certified copies of the Orders of the High Court of Judicature at Bombay sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Demerged Company and the Resulting Company.

20. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and / or the Scheme not being sanctioned by the Bombay High Court or such other competent authority and / or the Order not being passed as aforesaid before December 31, 2017 or within such further period or periods as may be agreed upon between the Demerged Company and the Resulting Company by their Board of Directors (and which the Board of Directors of the companies are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

21. REPEALS AND SAVINGS

Any matter filed with Registrar of Companies, Regional Director or the Central Government under the Companies Act, 1956, before the notification of the corresponding provisions under the Companies Act, 2013 and not fully addressed at that time shall be concluded by the Registrar of Companies, Regional Director or the Central Government, as the case may be, in terms of the Act. Any direction or order given by the Hon'ble High Court under the provisions of the Act and any act done by the Demerged Company and the Resulting Company, based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the Companies Act, 2013.

22. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Demerged Company.

SSPA & CO.
Chartered Accountants
1st Floor, " Arjun", Plot No. 6 A,
V. P. Road, Andheri (W),
Mumbai - 400 058. INDIA.
Tel. : 91 (22) 2670 4376
91 (22) 2670 3682
Fax : 91 (22) 2670 3916
Website : www.sspa.in

STRICTLY PRIVATE & CONFIDENTIAL

October 28, 2016

The Board of Directors
Reliance Capital Limited
H Block, 1st Floor,
Dhirubhai Ambani Knowledge City,
Koparkhairne,
Navi Mumbai - 400 710

The Board of Directors
Reliance Home Finance Limited
6th Floor, South Wing,
Reliance Centre,
Off Western Express Highway,
Santacruz (East), Mumbai - 400 055

Re: Share Entitlement Ratio Report for proposed demerger of "Real Estate Lending Undertaking" of Reliance Capital Limited into Reliance Home Finance Limited

Dear Sirs,

We have been requested by the management of Reliance Capital Limited (hereinafter referred to as "RCap") and Reliance Home Finance Limited (hereinafter referred to as "RHFL"), (collectively referred to as "Companies") to issue share entitlement ratio report for issue of equity shares of RHFL, in connection with proposed demerger of "Real Estate Lending Undertaking" of RCap into RHFL.

1. BACKGROUND

1.1 RELIANCE CAPITAL LIMITED

1.1.1 RCap is a Systemically Important Non-deposit Taking Non-Banking Financial Company ("NBFC-ND-SI") registered with the Reserve Bank of India ("RBI").

1.1.2 RCap has interests in asset management and mutual funds, life and general insurance, commercial and home finance, real estate lending, stock broking, wealth management services, distribution of financial products, asset reconstruction, proprietary investments and other activities in financial services.

1.1.3 The equity shares of RCap are listed on BSE Limited and National Stock Exchange of India Limited.

SSPA & CO. MUMBAI CHARTERED ACCOUNTANTS

Reliance Capital Limited

1.2 **RELIANCE HOME FINANCE LIMITED**

1.2.1 RHFL is registered with National Housing Bank as a housing finance company, without accepting public deposits, as defined under Section 29A of the National Housing Bank Act, 1987 and is principally engaged in the housing finance business. The registered office of RHFL is located at Reliance Centre, 6th Floor, South Wing, off. Western Express Highway, Santacruz (East), Mumbai – 400 055.

1.2.2 RHFL is a wholly owned subsidiary of RCap and it is envisaged to be same till the effective date.

1.3 The management of RCap is considering demerger of its "Real Estate Lending Undertaking" into RHFL with effect from Appointed Date of April 1, 2017.

1.4 We have been informed that the Real Estate Lending Undertaking will be transferred to RHFL and in consideration, equity shares of RHFL would be issued to the equity shareholders of RCap.

2. **SOURCES OF INFORMATION**

For the purposes of this exercise, we have relied upon the following sources of information:

(a) Management Certified provisional position of assets and liabilities of "Real Estate Lending Undertaking" of RCap as on April 1, 2016 prepared in compliance with section 2(19AA) of the Income Tax Act.

(b) Current and proposed shareholding pattern of RHFL.

(c) Such other information and explanations as we required and which have been provided by the management of RCap and RHFL.

3. **LIMITATIONS & EXCLUSIONS**

3.1 Our report is subject to the scope limitations detailed hereinafter. As such the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to herein.

3.2 Our report is not nor should it be construed as our opining or certifying the compliance of the proposed Demerger of "Real Estate Lending Undertaking" of RCap with the provisions of any law including companies, RBI, taxation and capital market related laws or as regards any legal implications or issues arising from such proposed Demerger.

SSPA & CO. CHARTERED ACCOUNTANTS MUMBAI

Reliance Capital Limited

3.3 The information contained herein and our report is intended only for the sole use and information of the Companies, and only in connection with the proposed demerger as aforesaid including for the purpose of obtaining requisite approvals. It is to be noted that any reproduction, copying or otherwise quoting of this report or any part thereof, other than in connection with the proposed demerger as aforesaid, can be done only with our prior permission in writing.

3.4 No investigation on the Companies claims to title of assets has been made for the purpose of this report and their claim to such rights has been assumed to be valid. Therefore, no responsibility is assumed for matters of a legal nature.

3.5 We have not carried out audit of the information provided for the purpose of this engagement. We assume no responsibility for any errors in the above information furnished by the Companies and consequential impact on the present exercise.

3.6 Our work does not constitute certification of the historical financial statements including the working results of the Companies referred to in this report. Accordingly, we are unable to and do not express an opinion on the fairness or accuracy of any financial information referred to in this report. Our analysis and results are specific to the purpose of this report as per agreed terms of our engagement. It may not be valid or used for any other purpose or as at any other date. Also, it may not be valid if done on behalf of any other entity.

3.7 Any third person/party intending to provide finance/invest in the shares/businesses of any of the Companies/Real Estate Lending Undertaking, shall do so, after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision.

3.8 This report is prepared only in connection with the proposed demerger and transfer exclusively for the use of the Companies and for submission to any regulatory/statutory authority as may be required under any law.

3.9 SSPA & Co., nor its partners, managers, employees or agents of any of them, makes any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the information, based on which this report is being issued. All such parties expressly disclaim any and all liability for, or based on or relating to any such information contained in this report.

SSPA & CO. MUMBAI CHARTERED ACCOUNTANTS

Reliance Capital Limited

4. EQUITY SHARE ENTITLEMENT RATIO

4.1 Currently RCap holds 100% of the equity share capital of RHFL. We have been given to understand from the management of the Companies that RCap would infuse further amount of capital in RHFL prior to the effective date so that post effective date RCap holds 51% of the equity shares of RHFL on a fully diluted basis. Post infusion and till effective date, RCap would continue to hold 100% of the equity share capital of RHFL.

4.2 The management of the Companies are proposing to issue equity shares in the ratio of **1 (One)** equity share of INR 10 each fully paid up of RHFL for every **1 (One)** existing equity share of RCap of INR 10 each fully paid up.

5. CONCLUSION

5.1 Based on the above, a ratio of **1 (One)** equity share of INR 10 each fully paid up of RHFL for every **1 (One)** existing equity share of RCap of INR 10 each fully paid up to equity shareholders of RCap in consideration for the demerger of "Real Estate Lending Undertaking" would be fair and reasonable, considering that all the shareholders of RCap are and will, upon demerger, be the ultimate beneficial owners of RHFL in the same ratio (inter-se) as they hold shares in RCap.

Thank you,
Yours faithfully,

SSPA & CO. MUMBAI CHARTERED ACCOUNTANTS

SSPA & CO.
Chartered Accountants
Firm Registration Number: 128851W

Place: Mumbai

Reliance Capital Limited

Private and Confidential

KEYNOTE

October 28, 2016

The Board of Directors,

Reliance Capital Limited
Reliance Centre,
Santa Cruz East,
Mumbai – 400 055

Dear Sirs,

Reg: Fairness Opinion towards proposed demerger of "Real Estate Lending Undertaking" of Reliance Capital Limited into its wholly owned subsidiary, Reliance Home Finance Limited

Keynote Corporate Services Limited ("Keynote" or "we" or "us") is Category I Merchant Banker registered with Securities Exchange Board of India ("SEBI"). We have been requested to issue a report on Fairness towards the proposed demerger of "Real Estate Lending Undertaking" of Reliance Capital Limited ("RCap") into its wholly owned subsidiary, Reliance Home Finance Limited ("RHFL") pursuant to the Draft Scheme of Arrangement under sections 391-394 of the Companies Act, 1956 and other applicable provisions of the Act. We have perused the documents/ information provided by you in respect of the said Arrangement and state as follows:

Company Profile:

Reliance Capital Limited ('RCap') is a part of the Reliance Group and is one of India's leading private sector financial services companies. RCap is a systemically important Non-Deposit Taking Non-Banking Financial Company ("NBFC-ND-SI") registered with the Reserve Bank of India ("RBI"). RCap has interests in asset management and mutual funds; life and general insurance; commercial and home finance; real estate lending; stock broking; wealth management services; distribution of financial products; asset reconstruction; proprietary investments and other activities in financial services. It is listed on both the BSE Limited and the National Stock Exchange of India Limited. The registered office of RCap is situated at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Kopar Khairne, Navi Mumbai – 400 710.

Reliance Home Finance Limited ('RHFL') is a wholly owned subsidiary of RCap. RHFL is registered with National Housing Bank as a housing finance company, without accepting public deposits, as defined under Section 29A of the National Housing Bank Act, 1987 and is principally engaged in the housing finance business. RHFL provides a wide range of loan solutions like home loans, LAP, Construction finance, flexi LAP and Affordable housing. The registered office of RHFL is situated at Reliance Centre, 6th Floor, South Wing, Off. Western Express Highway, Santacruz (East), Mumbai 400 055.

Reliance Capital Limited

Keynote Corporate Services Limited
The Ruby, 9th Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400028
Tel.: 91 22 3026 6000 • Fax: 91 22 3026 6088 • Email: info@keynoteindia.net • Website: www.keynoteindia.net
CIN-L67120MH1993PLC072407

Rationale of the Report:

We have been informed that, pursuant to a Scheme of demerger under sections 391-394 of the Companies Act, 1956 and other applicable provisions of the Act and subject to requisite approvals, the Management of RCap proposes to demerge the "Real Estate Lending Undertaking" of RCap into its wholly owned subsidiary, RHFL with effect from April 1, 2017 *(the "Appointed Date")*. The equity shareholders of RCap will be issued equity shares of RHFL as consideration for the proposed demerger.

In this regard, we have been requested to suggest Fairness on the Share Exchange ratio for issue of equity shares of RHFL to the equity shareholders of RCap for the purpose of proposed demerger.

Sources of Information:

For arriving at the fairness opinion set forth below, we have relied upon the following sources of information:

- Valuation Report by SSPA & Co. dated October 28, 2016;
- Draft Scheme of Arrangement under sections 391-394 of the Companies Act, 1956 and other applicable provisions of the Act between RCap and RHFL;
- Current and Proposed shareholding pattern of RHFL

In addition to the above, we have also obtained such other information and explanations, which were considered relevant for the purpose of our Analysis.

Our Recommendation:

As stated in the Valuation Report by SSPA & Co., they have recommended the following:

A ratio of 1 (One) equity share of INR 10 each fully paid up of RHFL for every 1 (One) existing equity share of RCap of INR 10 each fully paid up to equity shareholders of RCap in consideration for the demerger of "Real Estate Lending Undertaking" would be fair and reasonable, considering that all the shareholders of RCap are and will, upon demerger, be the ultimate beneficial owners of RHFL in the same ratio (inter-se) as they hold shares in RCap"

The aforesaid Arrangement shall be pursuant to the Draft Scheme of Arrangement and shall be subject to receipt of approval from the Jurisdictional High Court of Bombay and other statutory approvals as may be required. The detailed terms and conditions of the arrangement are more fully set forth in the Draft Scheme of Arrangement. Keynote has issued the fairness opinion with the understanding that Draft Scheme of Arrangement shall not be materially altered and the parties hereto agree that the Fairness Opinion would not stand good in case the final Scheme of Arrangement alters the transaction.

Based on the information, data made available to us, including the Valuation Report, to the best of our knowledge and belief, the Share Entitlement Ratio as suggested by SSPA & Co. in relation to proposed Scheme of Arrangement is Fair in our opinion.

Reliance Capital Limited

Keynote Corporate Services Limited
The Ruby, 9th Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400028
Tel.: 91 22 3026 6000 • Fax: 91 22 3026 6088 • Email: info@keynoteindia.net • Website: www.keynoteindia.net
CIN-L67120MH1993PLC072407

Exclusions and Limitations:

We have assumed and relied upon, without independent verification, the accuracy and completeness of all information that was publicly available or provided or otherwise made available to us by RCap for the purpose of this opinion. Our work does not constitute an audit or certification or due diligence of the working results, financial statements, financial estimates or estimates of value to be realized for the assets of Real Estate Lending Business of RCap. We have solely relied upon the information provided to us by RCap. We have not reviewed any books or records of RCap (other than those provided or made available to us). We have not assumed any obligation to conduct, nor have we conducted any physical inspection or title verification of the properties or facilities of RCap and RHFL and neither express any opinion with respect thereto nor accept any responsibility therefore. We have not made any independent valuation or appraisal of the assets or liabilities of Real Estate Lending Business of RCap. We have not reviewed any internal management information statements or any non-public reports, and, instead, with your consent we have relied upon information which was publicly available or provided or otherwise made available to us by RCap for the purpose of this opinion. We are not experts in the evaluation of litigation or other actual or threaten claims and hence have not commented on the effect of such litigation or claims on this opinion. We are not legal, tax, regulatory or actuarial advisors. We are financial advisors only and have relied upon, without independent verification, the assessment of Real Estate Lending Business of RCap with respect to these matters. In addition, we have assumed that the Draft Scheme of Arrangement will be approved by the regulatory authorities and that the proposed Transaction will be consummated substantially in accordance with the terms set forth in the Draft Scheme of Arrangement.

We understand that the management of RCap during our discussion with them would have drawn our attention to all such information and matters which may have an impact on our analysis and opinion. We have assumed that in the course of obtaining necessary regulatory or other consents or approvals for the Draft Scheme of Arrangement, no restrictions will be imposed that will have a material adverse effect on the benefits of the Transaction that RCap may have contemplated. Our opinion is necessarily based on financial, economic, market and other conditions as they currently exist and on the information made available to us as of the date hereof. It should be understood that although subsequent developments may affect this opinion, we do not have any obligation to update, revise or reaffirm this opinion. In arriving at our opinion, we are not authorized to solicit, and did not solicit, interests for any party with respect to the acquisition, business combination or other extra-ordinary transaction involving RCap or any of its assets, nor did we negotiate with any other party in this regard.

We have acted as a financial advisor to RCap for providing a fairness opinion and will receive a fee for our services. In the past, Keynote and its affiliates have provided financial advisory and financing services to RCap & its Group companies and have received fees for the rendering of the services.

In the ordinary course of business, Keynote is engaged in securities trading, securities brokerage and investment activities, as well as providing investment banking and investment advisory services. In the ordinary course of its trading, brokerage and financing activities, any member of Keynote may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans of any company that may be involved in the Transaction.

It is understood that this letter is solely for the benefit of and confidential use by the Board of Directors of RCap and RHFL for the purpose of this Transaction and may not be relied upon by any other person and may not be used or disclosed for any other purpose without our prior written consent. The opinion is not

Keynote Corporate Services Limited
The Ruby, 9th Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400028
Tel.: 91 22 3026 6000 • Fax: 91 22 3026 6088 • Email: info@keynoteindia.net • Website: www.keynoteindia.net
CIN-L67120MH1993PLC072407

Reliance Capital Limited

meant for meeting any other regulatory or disclosure requirements, save and except as specified above, under any Indian or foreign law, Statute, Act, guideline or similar instruction. Management of RCap and RHFL should not make this report available to any party, including any regulatory or compliance authority/agency except as mentioned above. The letter is only intended for the aforementioned specific purpose and if it is used for any other purpose; we will not be liable for any consequences thereof.

We express no opinion whatever and make no recommendation at all as to RCap's, and RHFL's underlying decision to effect to the proposed Transaction or as to how the holders of equity shares or preference shares or secured or unsecured creditors of RCap and RHFL should vote at their respective meetings held in connection with the Transaction. We do not express and should not be deemed to have expressed any views on any other terms of Transaction. We also express no opinion and accordingly accept no responsibility for or as to the prices at which the equity shares of RCap will trade following the announcement of the Transaction or as to the financial performance of RCap and RHFL following the consummation of the Transaction.

In no circumstances however, will Keynote Corporate Services Limited or its associates, directors or employees accept any responsibility or liability to any third party and in the unforeseen event of any such responsibility or liability being imposed on Keynote Corporate Services Limited or its associates, directors or employees by any third party, RCap and their affiliates shall indemnify them.

For **KEYNOTE CORPORATE SERVICES LTD**

Nipun Lodha
Executive Vice President and Head Corporate Finance
SEBI Registration No. INM000003606
(Merchant Banker)

Reliance Capital Limited

Keynote Corporate Services Limited
The Ruby, 9th Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400028
Tel.: 91 22 3026 6000 • Fax: 91 22 3026 6088 • Email: info@keynoteindia.net • Website: www.keynoteindia.net
CIN-L67120MH1993PLC072407

RELIANCE CAPITAL LIMITED

REPORT OF THE BOARD OF DIRECTORS OF RELIANCE CAPITAL LIMITED ON THE SCHEME OF ARRANGEMENT BETWEEN RELIANCE CAPITAL LIMITED AND RELIANCE HOME FINANCE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS ("SCHEME")

1. Background:

1.1 A meeting of the Board of Directors ('Board') of Reliance Capital Limited was held on October 28, 2016 to consider and recommend the proposed the Scheme of Arrangement between Reliance Capital Limited ("the Company" or "the Demerged Company" or "RCap") and Reliance Home Finance Limited ("Resulting Company" or "RHFL") and their respective shareholders and Creditors ("Scheme").

1.2 In terms of Section 232(2)(c) of Companies Act, 2013, a report from the Board of the Company explaining the effect of the compromise on each class of shareholders, key managerial personnel, promoters, and non-promoter shareholders has to be appended with the notice of the meeting of shareholders and creditors. Further the said report has to specify any special valuation difficulties, if any, in the valuation. This report of the Board is made in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.

1.3 While deliberating on the Scheme, the Board had, *inter-alia*, considered and took on record the following necessary documents ('Documents'):

a. Draft Scheme of Arrangement between the Company and RHFL and their respective shareholders and creditors; and

b. Report on Share Entitlement Ratio dated October 28, 2016 issued by M/s. SSPA & CO.;

c. Fairness Opinion dated October 28, 2016 issued by M/s. Keynote Corporate Services Limited, Category-I Merchant Banker; and

d. Report of the Audit Committee dated October 28, 2016, recommending the Scheme to the Board for approval.

Subsequent to approval of the draft scheme by the board, Ministry of Corporate Affairs had vide a notification Ref. No. S.O. 367 (E), notified December 15, 2016 as the date from which certain Sections including Sections 230 to 232 of the Companies Act, 2013 (which deals with compromises, arrangements and amalgamations) shall become effective.

Accordingly, as per Section 232(2)(c) of the Companies Act, 2013 read with Companies (Compromise, Arrangements and amalgamation) Rules, 2016, the board hereby takes on record the impact of the scheme on key stakeholders of the Company:

2. Background to the Proposed Scheme:

The Scheme, *inte-ralia*, provides for demerger and vesting of the Demerged Undertaking (as defined in the Scheme) of RCap (as defined in the Scheme) into RHFL (as defined in the Scheme), the manner of vesting of the Demerged Undertaking and the consideration thereof;

Rationale of the Scheme

The demerger of the Demerged Undertaking of RCap pursuant to this Scheme shall, *inter-alia*, result in following benefits:

(i) value unlocking for shareholders given the business has achieved scale, will attract investors and provide better flexibility in accessing capital; and

(ii) this Scheme will create enhanced value for shareholders and allow a focused growth strategy which would be in the best interests of all the stakeholders. The restructuring proposed by this Scheme will also provide better flexibility to the investors to select investments which best suit their investment strategies and risk profile.

Further, this will also facilitate the treatment of RCap as a Core Investment Company ("CIC") in terms of applicable RBI Regulations.

3. Valuation

The Report on Share Entitlement Ratio has been obtained from M/s. SSPA & CO., Chartered Accountants, an independent valuer. The share entitlement ratio has been reviewed for fairness by M/s. Keynote Corporate Services Limited, Category-I Merchant Banker.

The report states a ratio of 1 (One) equity share of Rs. 10 each fully paid-up of RHFL for every 1 (One) existing equity share of RCap of Rs. 10 each fully paid-up to equity shareholders of RCap in consideration for the demerger of "Real Estate Lending Undertaking" would be fair and reasonable, considering that all the shareholders of RCap are and will, upon demerger, be the ultimate beneficial owners of RHFL in the same ratio (inter-se) as they hold shares in RCap.

4. Impact on key stakeholders

There is expected to be no adverse effect of the said Scheme on the key managerial personnel, directors, promoters and non-promoter shareholders of the Company.

RELIANCE HOME FINANCE LIMITED

REPORT OF THE BOARD OF DIRECTORS OF RELIANCE HOME FINANCE LIMITED ON THE SCHEME OF ARRANGEMENT BETWEEN RELIANCE CAPITAL LIMITED AND RELIANCE HOME FINANCE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS ("SCHEME")

1. Background:

1.1 A meeting of the Board of Directors ('Board') of Reliance Home Finance Limited was held on October 28, 2016 to consider and recommend the proposed the Scheme of Arrangement between Reliance Capital Limited ("the Demerged Company" or "RCap") and Reliance Home Finance Limited ("the Company" or "Resulting Company" or "RHFL") and their respective shareholders and Creditors ("Scheme").

1.2 In terms of Section 232(2)(c) of Companies Act, 2013, a report from the Board of the Company explaining the effect of the compromise on each class of shareholders, key managerial personnel, promoters, and non-promoter shareholders has to be appended with the notice of the meeting of shareholders and creditors. Further the said report has to specify any special valuation difficulties, if any in the valuation. This report of the Board is made in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.

1.3 While deliberating on the Scheme, the Board had, *inter-alia*, considered and took on record the following necessary documents ('Documents'):

a. Draft Scheme of Arrangement between RCap and the Company and their respective shareholders and creditors; and

b. Report on Share Entitlement Ratio dated October 28, 2016 issued by M/s. SSPA & CO.;

Subsequent to approval of the draft scheme by the board, Ministry of Corporate Affairs had vide a notification Ref. No. S.O. 367 (E), notified December 15, 2016 as the date from which certain Sections including Sections 230 to 232 of the Companies Act, 2013 (which deals with compromises, arrangements and amalgamations) shall become effective.

Accordingly, as per Section 232(2)(c) of the Companies Act, 2013 read with Companies (Compromise, Arrangements and amalgamation) Rules, 2016, the board hereby takes on record the following impact of the scheme on key stakeholders of the company:

2. Background to the Proposed Scheme:

The Scheme, *inte-ralia*, provides for demerger and vesting of the Demerged Undertaking (as defined in the Scheme) of the RCap (as defined in the Scheme) into RHFL (as defined in the Scheme), the manner of vesting of the Demerged Undertaking and the consideration thereof;

Rationale of the Scheme

The demerger of the Demerged Undertaking of RCap pursuant to this Scheme shall, *inter-alia*, result in following benefits:

(i) value unlocking for shareholders given the business has achieved scale, will attract investors and provide better flexibility in accessing capital; and

(ii) this Scheme will create enhanced value for shareholders and allow a focused growth strategy which would be in the best interests of all the stakeholders. The restructuring proposed by this Scheme will also provide better flexibility to the investors to select investments which best suit their investment strategies and risk profile.

Further, this will also facilitate the treatment of RCap as a Core Investment Company ("CIC") in terms of applicable RBI Regulations.

3. Valuation

The Report on Share Entitlement Ratio has been obtained from M/s. SSPA & CO., Chartered Accountants, an independent valuer.

The report states a ratio of 1 (One) equity share of Rs. 10 each fully paid-up of RHFL for every 1 (One) existing equity share of RCap of Rs. 10 each fully paid-up to equity shareholders of RCap in consideration for the demerger of "Real Estate Lending Undertaking" would be fair and reasonable, considering that all the shareholders of RCap are and will, upon demerger, be the ultimate beneficial owners of RHFL in the same ratio (inter-se) as they hold shares in RCap.

4. Impact on key stakeholders

There is expected to be no adverse effect of the said Scheme on the key managerial personnel, directors, promoters and non-promoter shareholders of the Company.

RELIANCE

Complaints Report

Details of complaints, received from November 30, 2016 to December 21, 2016 for the proposed Scheme of Arrangement under Sections 391 to 394 of the Companies Act, 1956 between Reliance Capital Limited and Reliance Home Finance Limited and their respective shareholders and creditors

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	NIL
2.	Number of complaints forwarded by Stock Exchange	NIL
3.	Total Number of complaints/comments received (1+2)	NIL
4.	Number of complaints resolved	NIL
5.	Number of complaints pending	NIL

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
1.	NIL		

For **Reliance Capital Limited**

V. R. Mohan
President & Company Secretary

Reliance Capital Limited

Date: December 23, 2016

RELIANCE

Complaints Report

Details of complaints, received from November 30, 2016 to December 21, 2016 for the proposed Scheme of Arrangement under Sections 391 to 394 of the Companies Act, 1956 between Reliance Capital Limited and Reliance Home Finance Limited and their respective shareholders and creditors.

Part A

Sr. No.	Particulars	Number
1.	Number of complaints received directly	NIL
2.	Number of complaints forwarded by Stock Exchange	NIL
3.	Total Number of complaints/comments received (1+2)	NIL
4.	Number of complaints resolved	NIL
5.	Number of complaints pending	NIL

Part B

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
1.	NIL		

For **Reliance Capital Limited**

V. R. Mohan
President & Company Secretary

Reliance Capital Limited

Date: December 23, 2016

NATIONAL STOCK EXCHANGE OF INDIA LIMITED

NIFTY 50 Stock of the nation

Ref: NSE/LIST/10199 May 02, 2017

The President & Company Secretary
Reliance Capital Limited
Reliance Centre, 6th Floor
North Wing Santacruz East
Mumbai - 400055

Kind Attn.: Mr. V R Mohan

Dear Sir,

Sub: **Observation letter for draft Scheme of Arrangement between Reliance Capital Limited and Reliance Home Finance Limited and their respective shareholders and creditors**

We are in receipt of the draft Scheme of Arrangement between Reliance Capital Limited ("Demerged Company") and Reliance Home Finance Limited ("Resulting Company") and their respective shareholders and creditors submitted to NSE on November 24, 2016.

Based on our letter reference no Ref: NSE/LIST/100417 submitted to SEBI and pursuant to SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015, SEBI has vide letter dated May 02, 2017, has given following comments on the draft Scheme of Arrangement:

1. *Company to ensure that additional information, if any, submitted after filing the scheme with the Stock Exchanges, shall be displayed from the date of receipt of this letter on the website of the listed company.*

2. *Company shall duly comply with various provisions of the circulars.*

3. *Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT.*

4. *It is to be noted that the petitions are filed by the Company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments /observations /representations.*

Based on the draft scheme and other documents submitted by the Company, including undertaking given in terms of regulation 11 of SEBI (LODR) Regulation, 2015, we hereby convey our "No-objection" in terms of regulation 94 of SEBI (LODR) Regulation, 2015, so as to enable the Company to file the draft scheme with the National Company Law Tribunal.

However, the Exchange reserves its rights to raise objections at any stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Listing Regulations, Guidelines/ Regulations issued by statutory authorities.

1.

The validity of this "Observation Letter" shall be six months from May 02, 2017, within which the Scheme shall be submitted to the NCLT. Further pursuant to the above cited SEBI circulars upon sanction of the Scheme by NCLT, you shall submit to NSE the following:

a) Copy of Scheme as approved by the NCLT;
b) Result of voting by shareholders for approving the Scheme;
c) Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme,
d) Status of compliance with the Observation Letter/s of the stock exchanges.
e) The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
f) Complaints Report as per SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015.

Yours faithfully,
For National Stock Exchange of India Limited

Divya Poojari
Manager

P.S. Checklist for all the Further Issues is available on website of the exchange at the following URL http://www.nseindia.com/corporates/content/further_issues.htm

This Document is Digitally Signed

Signer : Divya Babu Poojari
Date: Tue, May 2, 2017 19:38:05 IST
Location: NSE

Regd. Office: Exchange Plaza, Plot No. C/1, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051, India
CIN: U67120MH1992PLC069769 Tel: +91 22 26598235/36, 26598346, 26598459/26598458 Web site: www.nseindia.com

BSE
EXPERIENCE THE NEW

DCS/AMAL/MD/R37/783/2017-18 **May 02, 2017**

The Company Secretary
Reliance Capital Ltd.,
H-Block, 1st Floor, Dhirubhai Ambani Knowledge City,
Navi Mumbai – 400710, Maharashtra.

Sir,

Sub: Observation letter regarding the Draft Scheme of Arrangement between Reliance Capital Limited and Reliance Home Finance Limited and their respective shareholders and creditors.

We are in receipt of Draft Scheme of Arrangement between Reliance Capital Limited and Reliance Home Finance Limited and their respective shareholders and creditors filed as required under SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015.

SEBI vide its letter dated May 02, 2017, has inter alia given the following comment(s) on the draft scheme of arrangement:

- **"Company shall ensure that additional information, if any, submitted by the company, after filing the Scheme with the Stock Exchange, from the date of receipt of this letter is displayed on the websites of the listed company."**
- **"Company shall duly comply with various provisions of the Circulars."**
- **"Company is advised that the observations of SEBI/Stock Exchanges shall be incorporated in the petition to be filed before National Company Law Tribunal (NCLT) and the company is obliged to bring the observations to the notice of NCLT."**
- **"It is to be noted that the petitions are filed by the company before NCLT after processing and communication of comments/observations on draft scheme by SEBI/stock exchange. Hence, the company is not required to send notice for representation as mandated under section 230(5) of Companies Act, 2013 to SEBI again for its comments / observations / representations."**

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars.

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble NCLT.

However, the listing of equity shares of Reliance Home Finance Limited on the BSE Limited, shall be subject to SEBI granting relaxation under Rule 19(2)(b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular. No. CIR/CFD/CMD/16/2015 dated November 30, 2015. Further, Reliance Home Finance Limited shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of Reliance Home Finance Limited is at the discretion of the Exchange. In addition to the above, the listing of Reliance Home Finance Limited pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

....2/-

1. To submit the Information Memorandum containing all the information about Reliance Home Finance Limited in line with the disclosure requirements applicable for public issues with BSE, for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.

2. To publish an advertisement in the newspapers containing all the information Reliance Home Finance Limited in line with the details required as per the aforesaid SEBI circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as BSE.

3. To disclose all the material information about Reliance Home Finance Limited on a continuous basis so as to make the same public, in addition to the requirements if any, specified in Listing Agreement for disclosures about the subsidiaries.

4. The following provisions shall be incorporated in the scheme:

   i. "The shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange."

   ii. "There shall be no change in the shareholding pattern of Reliance Home Finance Limited between the record date and the listing which may affect the status of this approval."

Further you are also advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also in your application for approval of the scheme of Arrangement.

Kindly note that as required under Regulation 37(3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the validity of this Observation Letter shall be six months from the date of this Letter, within which the scheme shall be submitted to the NCLT. Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble NCLT, the listed company shall submit to the stock exchange the following:

- Copy of the NCLT approved Scheme;
- Result of voting by shareholders for approving the Scheme;
- Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
- Status of compliance with the Observation Letter/s of the stock exchanges;
- The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable; and
- Complaints Report as per Annexure II of this Circular.
- Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.
Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

Nitin Pujari
Manager

THIS PAGE IS INTENTIONALLY LEFT BLANK

RELIANCE CAPITAL

Reliance Capital Limited

PROXY FORM

CIN – L65910MH1986PLC165645
Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710
Tel.: +91 22 3303 1000, Fax: +91 22 3303 6664
Website: www.reliancecapital.co.in, E-mail: rcl.investor@relianceada.com

Before the National Company Law Tribunal, Mumbai Bench
Company Scheme Application No. CSA 626 of 2017

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder as in force from time to time;

AND

In the matter of Scheme of Arrangement between Reliance Capital Limited ("the Demerged Company" or "RCap") and Reliance Home Finance Limited ("the Resulting Company" or "RHFL") and their respective Shareholders and Creditors

RELIANCE CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956 with Corporate Identity Number L65910MH1986PLC165645 and having its registered office at H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710. ..... the Applicant Company

Name of the member(s)	:	
Registered address	:	
E-mail ID	:	
Folio No. /DP ID & Client ID*	:	
No. of share(s) held	:	

* Applicable in case shares are held in electronic form.

I/We, being the member(s) of [_____] equity shares of the **RELIANCE CAPITAL LIMITED**, hereby appoint

(1) Name : _____ Email – ID :_____
Address : _____
Signature : _____, or failing him

(2) Name : _____ Email – ID :_____
Address : _____
Signature : _____, or failing him

(3) Name : _____ Email – ID :_____
Address : _____
Signature : _____

as my / our proxy, to act for me/ us at the National Company Law Tribunal convened Meeting of the Equity Shareholders to be held on Monday, July 24, 2017 at 9:30 A.M. IST at Reliance Energy Management Institute, Jogeshwari – Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai 400 065, for the purpose of considering and if thought fit, approving, with or without modification(s), the Scheme of Arrangement between Reliance Capital Limited and Reliance Home Finance Limited and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 at such meeting and any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s).....(here, if for, insert 'FOR', or if against, insert 'AGAINST' and in the latter case strike out the words 'EITHER WITH OR WITHOUT MODIFICATIONS' after the word resolution) the said arrangement embodied in the Scheme and the resolution, either with or without modification(s)*, as my/our proxy may approve.

*strike out whatever is not applicable

Signed this ___ day of _____ 2017

Please affix Revenue Stamp

_____ Signature of Shareholder(s)

_____ Signature of Proxy Holder(s)

Notes:

1. This Form in order to be effective must be duly stamped, completed and signed and must be deposited at the Registered Office of the Company, not later than 48 hours before the commencement of the meeting.
2. Please affix revenue stamp before putting signature.
3. Alterations, if any, made in the Proxy Form should be initialed.
4. In case of multiple proxies, the Proxy later in time shall be accepted.
5. Proxy need not be shareholder of the Company.

Reliance Capital Limited

CIN - L65910MH1986PLC165645
Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710
Tel.: +91 22 3303 1000, Fax: +91 22 3303 6664
Website: www.reliancecapital.co.in, E-mail: rcl.investor@relianceada.com

ATTENDENCE SLIP

TRIBUNAL CONVENED MEETING ON JULY 24, 2017 AT 9:30 A.M. IST

Folio No. / DP ID & Client ID*	
No. of shares held	

* Applicable in case shares are held in electronic form.

I/ We certify that I/We am/are registered shareholder/proxy for the registered shareholder of the Company.

I/ We hereby record my presence at the **TRIBUNAL CONVENED MEETING** of the Equity Shareholders of the Company held on Monday, July 24, 2017 at Reliance Energy Management Institute, Jogeshwari - Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai 400 065 at 9:30 A.M. IST.

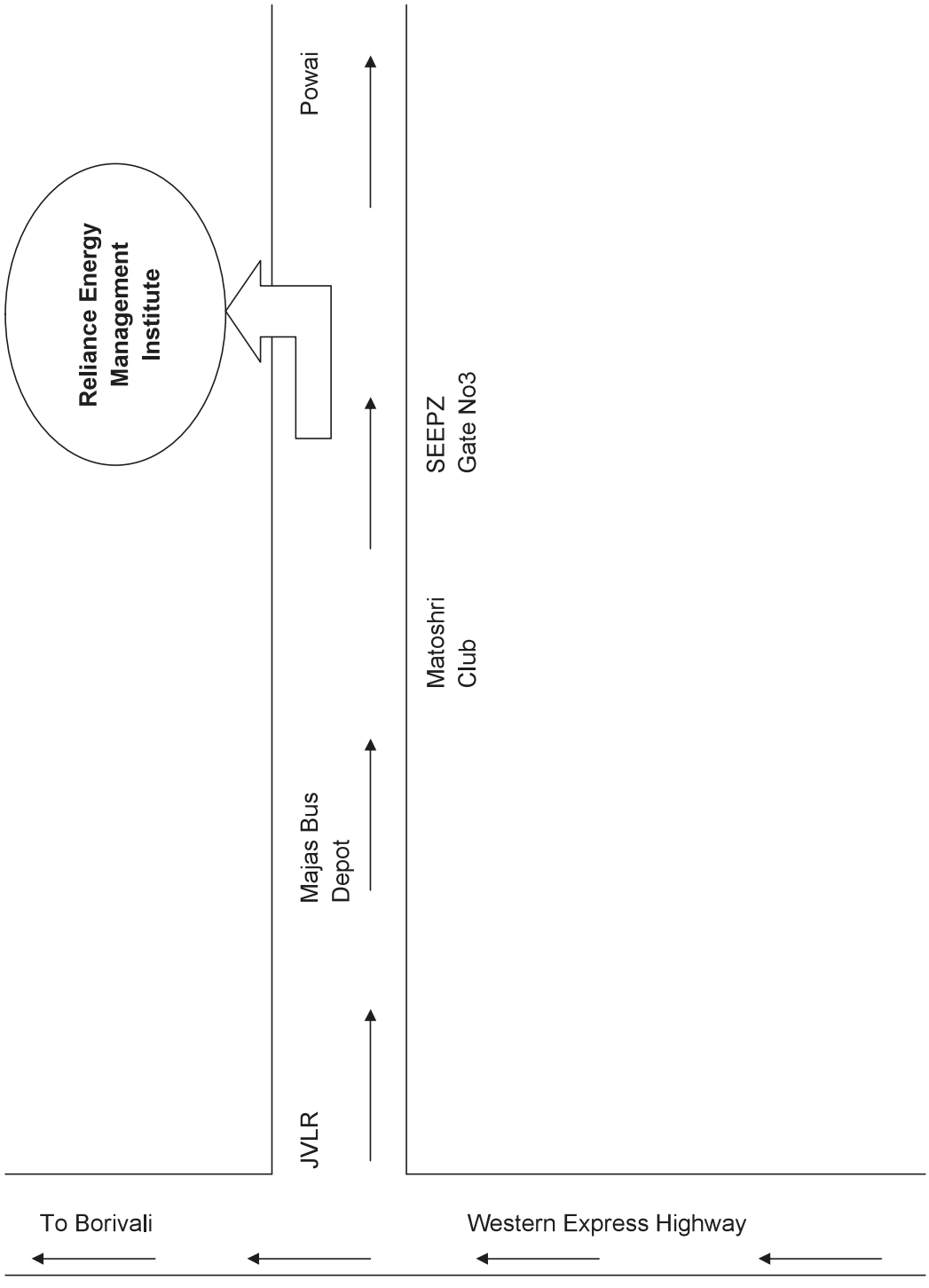
Shareholder's / Proxy's name in **BLOCK** letters

Signature of Shareholder /Proxy

Note: Please fill in the attendance slip and hand it over at the entrance of the Meeting Hall. Joint Shareholder(s) may obtain additional attendance slip at the venue of the Meeting.

Map of the Venue of the Meeting

Reliance Energy Management Institute,
Jogeshwari-Vikhroli Link Road, Opposite SEEPZ North Gate No. 3,
Aarey Colony, Aarey Colony Road, Mumbai 400 065



Reliance Capital Limited
Registered Office: H Block, 1st Floor
Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710
Tel.: +91 22 3303 1000 Fax: +91 22 3303 6664
E-mail: rcl.investor@relianceada.com
Website: www.reliancecapital.co.in
CIN: L65910MH1986PLC165645

POSTAL BALLOT FORM

Despatch No.:

Postal Ballot No.:

1 Name and Registered Address of sole / first named Member :

2 Name(s) of joint Member(s), if any :

3 Registered Folio No. / *DP ID No. & Client ID No. (*Applicable to investors holding share(s) in dematerialised form) :

4 No. of Share(s) held :

I/We hereby exercise my/our vote(s) in respect of Resolution as detailed in the Notice dated June 20, 2017 of Tribunal convened Meeting of the Equity Shareholders of Reliance Capital Limited as directed by the Hon'ble National Company Law Tribunal, Mumbai Bench on Monday, July 24, 2017 at 9:30 A.M. IST at Reliance Energy Management Institute, Jogeshwari - Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai – 400 065 by sending my/our assent or dissent to the said Scheme by placing a tick mark (✓) in the appropriate box below:

Description	No. of Shares held	I/We assent to the Resolution (FOR)	I/We dissent to the Resolution (AGAINST)
Resolution approving Scheme of Arrangement pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 between Reliance Capital Limited and Reliance Home Finance Limited and their respective Shareholders and Creditors.			

Place :
Date :

(Signature of the Shareholder)

Reliance Capital Limited
Registered Office: H Block, 1st Floor
Dhirubhai Ambani Knowledge City, Navi Mumbai 400 710
Tel.: +91 22 3303 1000 Fax: +91 22 3303 6664
E-mail: rcl.investor@relianceada.com
Website: www.reliancecapital.co.in
CIN: L65910MH1986PLC165645

E-VOTING FORM

Despatch Ref. No.:

Reference No.:

1 Name and Registered Address of sole / first named Member (IN BLOCK LETTERS) :

2 Name(s) of joint Member(s), if any, (IN BLOCK LETTERS) :

3 Registered Folio No. / DP ID No. / Client ID No.* :

4 No. of Share(s) held :

(*Applicable to investors holding share(s) in dematerialised form)

Dear Member,

Sub.: Voting through electronic means

Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 and Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Reliance Capital Limited ("RCap" or "the Company") is providing e-voting facility (remote e-voting) to its Members in respect of the item of business to be transacted at a meeting to be held of the Equity Shareholders of the Company, for the purpose of considering, the Scheme of Arrangement between Reliance Capital Limited ("the Demerged Company" or "RCap") and Reliance Home Finance Limited ("the Resulting Company" or "RHFL") and their respective shareholders and creditors ("Scheme") scheduled to be held on Monday, July 24, 2017 at 9:30 A.M. IST at Reliance Energy Management Institute, Jogeshwari - Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai – 400 065.

The Company has engaged the services of Karvy Computershare Private Limited ("Karvy") as the authorised agency to provide E-voting facility.

The remote e-voting particulars are set out below:

EVEN (E-Voting Event Number)	User ID	Password/PIN

The remote e-voting facility will be available during the following period:

Commencement of remote e-voting : From 9:00 A.M. IST on June 24, 2017
End of remote e-voting : Up to 5:00 P.M. IST on July 23, 2017

The facility of remote e-voting will not be available beyond the aforesaid dates and time and it will be disabled by Karvy upon expiry of aforesaid period. The cut-off date for the purpose of remote e-voting for the meeting is June 20, 2017.

Please read the instructions printed overleaf before exercising your vote. This communication forms an integral part of the Notice of the Company dated June 20, 2017 for the meeting scheduled to be held on July 24, 2017 which is being mailed to you with this communication.

The Notice for the meeting and this communication are also available on the website of the Company at www.reliancecapital.co.in.

Yours faithfully,
For **Reliance Capital Limited**

Mumbai
June 20, 2017

Atul Tandon
Company Secretary & Compliance Officer

Instructions and other information relating to remote e-voting are as under:

1. The Company is pleased to provide remote e-voting facility for its Members to enable them to cast their votes electronically. The procedure and instructions for the same are as follows:

   i) Open your web browser during the remote e-voting period and navigate to "https://evoting.karvy.com".

   ii) Enter the login credentials (i.e., user-id and password) mentioned in the letter. Your Folio No./DP ID - Client ID will be your User- ID.

User – ID	For Members holding shares in Demat Form:-
	For NSDL :- 8 Character DP ID followed by 8 Digits Client ID
	For CDSL :- 16 digits beneficiary ID
	For Members holding shares in Physical Form:- Event no. followed by Folio Number registered with the Company
Password	Your unique password is printed overleaf / sent via email forwarded through the electronic notice
Captcha	Please enter the Verification code i.e., the alphabets and numbers in the exact way as they are displayed for security reasons.

   iii) Members can cast their vote on-line from June 24, 2017 at 9:00 A.M. IST to July 23, 2017 till 5:00 P.M. IST

   iv) After entering these details appropriately, click on "LOGIN".

   v) Members holding shares in Demat / Physical form will now reach Password Change menu wherein they are required to mandatorily change their login password in the new password field. The new password has to be minimum eight characters consisting of at least one upper case (A-Z), one lower case (a-z), one numeric value (0-9) and a special character (@, #,$, etc.). Kindly note that this password can be used by the Demat holders for voting in any other Company on which they are eligible to vote, provided that the other company opts for E-voting through Karvy E-Voting platform. System will prompt you to change your password and update your contact details like mobile number, email ID, etc. on first login. You may also enter the secret question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

   vi) You need to login again with the new credentials.

   vii) On successful login, system will prompt you to select the 'Event No.' i.e., 'Company Name'.

   viii) If you are holding shares in Demat form and had logged on to "https://evoting.karvy.com" and have cast your vote earlier for any company, then your existing login id and password are to be used.

   ix) On the voting page, you will see Resolution Description and against the same the option 'FOR/AGAINST/ABSTAIN' for voting. Enter the number of shares (which represents the number of votes) under 'FOR/AGAINST/ABSTAIN' or alternatively you may partially enter any number in 'FOR' and partially in 'AGAINST', but the total number in 'FOR/ AGAINST' taken together should not exceed your total shareholding. If you do not wish to vote, please select 'ABSTAIN'.

   x) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

   xi) Once you 'CONFIRM' your vote on the resolution, you will not be allowed to modify your vote.

   xii) Corporate/Institutional Members (i.e. other than Individuals, HUF, NRI, etc.) are required to send scanned copy (PDF / JPG format) of the relevant Board resolution / Authority letter, etc. together with attested specimen signature of the duly authorised signatory(ies) who are authorised to vote, to 'evoting@karvy.com'. The scanned image of the Board resolution / Authority letter should be in the naming format 'Corporate Name Event no.'

2. Once the vote on a resolution is cast by a Member, the Member shall not be allowed to change it subsequently.

3. The voting rights of the Members shall be in proportion to the number of equity shares held by them in the equity share capital of the Company as on the cut-off date, being June 20, 2017.

4. The facility for voting shall also be available at the meeting. The members who have cast their vote by remote e-voting prior to the meeting may also attend the meeting, but shall not be entitled to cast their vote again at the meeting.

5. In case of any query pertaining to E-voting, please visit Help and FAQs section available at Karvy's website https://evoting.karvy.com or contact our toll free No. 1800 4250 999.

www.sapprints.com

Instructions

1. Pursuant to Sections 230 to 232 read with Section 110 of the Companies Act, 2013 read with Companies (Management & Administration) Rules, 2014, assent/dissent of the members in respect of the resolution detailed in the Notice dated June 20, 2017 of the Meeting of Equity Shareholders of Reliance Capital Limited convened, as per directions of Mumbai Bench of Hon'ble National Company Law Tribunal, on Monday, July 24, 2017 at 9:30 A.M. IST at Reliance Energy Management Institute, Jogeshwari-Vikhroli Link Road, Opposite SEEPZ, North Gate No. 3, Aarey Colony, Aarey Colony Road, Mumbai – 400065 is being additionally sought through Postal Ballot process as per directions of NCLT.

2. A member desiring to exercise vote by postal ballot, may send duly completed Form to the Company. The voting period commences on and from Saturday, June 24, 2017 at 9:00 A.M. IST and shall end on Sunday, July 23, 2017 at 5:00 P.M. IST. The envelopes containing the Postal Ballot should reach the Scrutinizer not later than 5:00 P.M. IST on Sunday, July 23, 2017 at the registered office of the Company. The Postal Ballot Form received after this date and time will be strictly treated as if reply from the Member has not been received.

3. Assent/Dissent to the proposed resolution may be recorded by placing tick mark (✓) in the appropriate column. Postal Ballot Form bearing (✓) mark in both the column will render the Form invalid.

4. The Postal Ballot Form should be completed and signed by the Member. An unsigned Postal Ballot Form will be rejected.

5. In case of joint holding, the Postal Ballot Form should be completed and signed (as per the specimen signature registered with the Company / Depository) by the first named Member and in the absence of such Member, by the next named joint holder. A Member may sign the Postal Ballot Form through an attorney; in such case certified true copy of Power of Attorney should be attached to the Postal Ballot Form. There will be only one Postal Ballot Form for every folio irrespective of the number of joint Member(s).

6. In case of shares held by Companies, Trust, Societies, etc., a duly completed Postal Ballot Forms should be signed by its authorised signatories. In such cases the duly completed Postal Ballot Forms should also be accompanied by a certified true copy of the Board resolution/ Authority together with the specimen signature(s) of the authorised signatory(ies) duly verified.

7. A member neither needs to use all votes nor needs to cast all votes in the same way.

8. An incomplete, unsigned, incorrectly completed, incorrectly ticked, defaced, torn, mutilated, overwritten, wrongly signed Postal Ballot Form will be rejected. The Postal Ballot shall not be exercised by a proxy. The Scrutinizers' decision on the validity of Postal Ballot Form will be final.

9. Voting right shall be reckoned on the paid-up value of equity shares registered in the name of Member as at the close of business on Tuesday, June 20, 2017.

10. A member may request for duplicate Postal Ballot Form, if required. However, the duly completed duplicate Postal Ballot Form should reach the scrutinizer not later than the date and time specified above.

11. Members are requested not to send any other paper along with the Postal Ballot Form as all Postal Ballot(s) will be sent to the Scrutinizer and any extraneous paper would be destroyed by the Scrutinizer.

12. The proposed Scheme, if assented by majority of Shareholders representing three-fourth of the value, either by way of Postal Ballot, E-voting or Voting by Poll at the meeting shall be considered as passed on the date of Meeting i.e. Monday, July 24, 2017.

www.sapprints.com