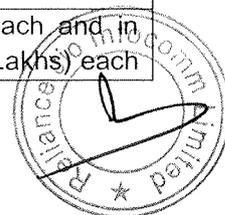


## Issue Details

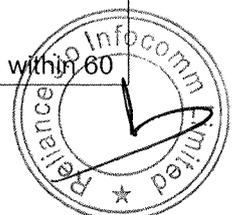
<b>Security Name</b>	8.70% RJIL 2021 (PPD15)
<b>Issuer</b>	Reliance Jio Infocomm Limited
<b>Type of Instrument</b>	Secured Redeemable Non-Convertible Debentures
<b>Nature of Instrument</b>	Secured
<b>Seniority</b>	The Debentures shall rank <i>pari passu</i> with the existing/ future secured loans/ debentures issued/ to be issued by the Issuer
<b>Mode of Issue</b>	Private Placement under electronic book mechanism of BSE under SEBI Circular ref SEBI/HO/DDHS/CIR/P/2018/05 dated January 5, 2018 read with "Operational Guidelines for issuance of Securities on Private Placement basis through an Electronic Book Mechanism" issued by BSE <i>vide</i> their Notice No. 20180328-53 dated March 28, 2018 and / or any subsequent guidelines as may be issued by BSE from time to time, in this regard.
<b>Eligible Investors</b>	All QIBs, and any non-QIB Investors specifically mapped by the Issuer on the BSE BOND – EBP Platform, are eligible to bid / invest / apply for this Issue.  All investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue.
<b>Listing</b>	NSE and BSE. Listing application shall be filed with the Stock Exchanges within 15 days from the Deemed Date of Allotment.  In case of delay in listing beyond 20 days from the Deemed Date of Allotment, the Issuer shall pay penal interest of 1% (one per cent) p.a. over the Coupon Rate to the Debenture Holders for the Delayed period i.e. from the expiry of 30 days from the Deemed Date of Allotment till the listing of Debentures.
<b>Rating of the Instrument</b>	"CRISIL AAA/ Stable" ("CRISIL TRIPLE A rating with stable outlook") by CRISIL Limited, "[ICRA]AAA(Stable)" ("ICRA TRIPLE A rating with stable outlook") by ICRA Limited and "CARE AAA/ Stable" ("CARE TRIPLE A rating with stable outlook") by CARE Ratings Limited
<b>Issue Size</b>	20,000 Secured Redeemable Non-Convertible Debentures – PPD15 of the face value of Rs. 10,00,000 (Rupees Ten Lakhs) each, aggregating Rs. 2000,00,00,000 (Rupees Two Thousand Crore)
<b>Option to retain over-subscription (Amount)</b>	N.A.
<b>Objects of the Issue</b>	The proceeds of the Issue are proposed to be used, <i>inter alia</i> , for financing ongoing capital expenditure (primarily for network and geographical expansion of wireless services and roll-out of wireline services), refinancing of financial liabilities and/or any other purpose in the ordinary course of business. The proceeds of the Issue will not be used to invest in capital markets and real estate.
<b>Details of the utilisation of the Proceeds</b>	The proceeds of the Issue are proposed to be used, <i>inter alia</i> , for financing ongoing capital expenditure (primarily for network and geographical expansion of wireless services and roll-out of wireline services), refinancing of financial liabilities and/or any other purpose



	in the ordinary course of business. The proceeds of the Issue will not be used to invest in capital markets and real estate.
<b>Coupon Rate</b>	8.70% (eight-point seven zero percent) per annum payable annually at the end of every year from the Deemed Date of Allotment
<b>Step Up/ Step Down Coupon Rate</b>	Not Applicable
<b>Coupon Payment Frequency</b>	Annually
<b>Coupon Payment Date(s)</b>	June 15 of every year till Redemption Date(s). If this is not a Business Day, then as per the <b>Business Day Convention</b> . The last Coupon Payment Date will be the Redemption Date.
<b>Coupon Type</b>	Fixed
<b>Coupon Reset Process</b>	None
<b>Day Count Basis</b>	Actual/ Actual Basis Interest payable on the Debentures will be calculated on the basis of actual number of days elapsed in a year of 365 or 366 days as the case may be.
<b>Interest on Application Money</b>	As the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable.
<b>Default Interest Rate</b>	In case of default in payment of interest and/or Redemption Amount on due dates, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the period of default.
<b>Tenor</b>	3 years from the Deemed Date of Allotment
<b>Redemption Date(s)</b>	The Debentures shall be redeemed at par at the end of the 3 years from the Deemed Date of Allotment. If this is not a Business Day, then as per the <b>Business Day Convention</b> .
<b>Redemption Amount</b>	Rs.10,00,000 (Rupees Ten Lakhs) per Debenture payable on each of the Redemption Date(s)
<b>Redemption Premium/ Discount</b>	NIL
<b>Issue Price</b>	Rs.10,00,000 (Rupees Ten Lakhs) per Debenture
<b>Discount at which security is issued and the effective yield as a result of such discount</b>	Not Applicable, as the Debentures are being issued at par
<b>Put Date</b>	Not Applicable
<b>Put Price</b>	Not Applicable
<b>Call Date</b>	Not Applicable
<b>Call Price</b>	Not Applicable
<b>Put Notification Time</b>	Not Applicable
<b>Call Notification Time</b>	Not Applicable
<b>Face Value</b>	Rs. 10,00,000 (Rupees Ten Lakhs) per Debenture
<b>Minimum bid size and in multiples thereafter</b>	1 Debenture of Rs. 10,00,000 (Rupees Ten Lakhs) each and in multiple of 1 Debenture of Rs. 10,00,000 (Rupees Ten Lakhs) each thereafter
<b>Minimum Application and in</b>	1 Debenture of Rs. 10,00,000 (Rupees Ten Lakhs) each and in multiple of 1 Debenture of Rs. 10,00,000 (Rupees Ten Lakhs) each



multiples thereof	thereafter
<b>Issue Timing:</b> 1. Issue / Bid Opening Date 2. Issue / Bid Closing Date 3. Pay-in-Date 4. Deemed Date of Allotment	June 14, 2018 June 14, 2018 June 15, 2018 June 15, 2018
<b>Issuance mode of the Instrument</b>	Only in dematerialised form
<b>Trading Mode of the Instrument</b>	Only in dematerialised form
<b>Settlement Mode of the Instrument</b>	Payment of interest and Redemption Amount will be made by way of RTGS/ NEFT/ any other electronic mode / any other permissible mode of payment.
<b>Depository</b>	NSDL and CDSL
<b>Business Day Convention</b>	<p>If any of the coupon payment date(s), other than the ones falling on the redemption date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day, which becomes the coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the Debentures. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>If the redemption date of the Debentures falls on a day that is not a Business Day, the redemption amount shall be paid by the Issuer on the immediately preceding Business Day, which becomes the new redemption date, along with interest accrued on the Debentures until but excluding the date of such payment.</p>
<b>Record Date</b>	15 days prior to each Coupon Payment/ Redemption Date.
<b>Security</b>	Charge ranking <i>pari passu</i> with all existing/ future secured debt of the Issuer on the movable properties of the Issuer, both present and future, including movable plant and machinery, spares, tools and accessories, furniture, fixtures and vehicles; save and except the telecom licenses and spectrum as well as brand name, good will and any intellectual property rights owned by the Issuer, and such of the assets of the Issuer that are procured by the Issuer by using financing from CISCO.
<b>Security Creation</b>	<p>Security shall be created within 60 days from the Deemed Date of Allotment.</p> <p>The Issuer shall maintain security cover of 1.25 times of the aggregate face value amount of Debentures outstanding, to be maintained at all times during the tenor of the Debentures.</p> <p>In the event of delay in execution of Debenture Trust Deed within 60</p>



	days of Deemed Date of Allotment of the Debentures, the Company shall pay penal interest at the rate of 2.00% p.a. over the Coupon Rate till these conditions are complied with or refund the subscription (i.e. redemption at par) along with other monies/accrued interest due in respect thereof, at the option of the Debenture Holders.
<b>Transaction Documents</b>	<p>The Issuer has arranged to execute/ executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> <li>1. Certified true copy of the Board Resolution / Finance Committee Resolution</li> <li>2. Certified true copy of the Shareholder Resolution for issuing Debentures via Private Placement</li> <li>3. Consent Letter from Karvy Computershare Private Limited to act as Registrar for the Issue</li> <li>4. Consent Letter from Axis Trustee Services Limited to act as Debenture Trustee for the Issue</li> <li>5. Debenture Trustee Appointment Agreement</li> <li>6. Debenture Trust Deed</li> <li>7. Rating Letter by CRISIL Limited, ICRA Limited and CARE Ratings Limited</li> <li>8. Letter of Comfort from Reliance Industries Limited</li> <li>9. Tripartite Agreement between the Issuer, the Registrar and NSDL for offering Depository option to the investors</li> <li>10. Tripartite Agreement between the Issuer, the Registrar and CDSL for offering Depository option to the investors</li> <li>11. EBP Agreement with the EBP (being BSE)</li> <li>12. Disclosure Document in line with SEBI guidelines</li> <li>13. Private placement offer letter in format of Form PAS 4, as per 2013 Act</li> </ol>
<b>Conditions Precedent to Disbursement</b>	<ol style="list-style-type: none"> <li>1. Credit Rating by CRISIL Limited, ICRA Limited and CARE Ratings Limited</li> <li>2. In-principle listing approval from the Stock Exchanges</li> <li>3. Consent Letter from the Axis Trustee Services Limited to act as Debenture Trustee for the Issue</li> <li>4. Signed Disclosure Document</li> <li>5. Certified copies of Board, Finance Committee and Shareholders Resolutions</li> <li>6. Consent letter from Karvy Computershare Private Limited to act as Registrar &amp; Transfer Agent for the Issue</li> <li>7. Letter of Comfort from Reliance Industries Limited, the Holding Company</li> </ol>
<b>Conditions Subsequent to Disbursement</b>	<ol style="list-style-type: none"> <li>1. Listing of the Debentures on the Stock Exchanges</li> <li>2. Execution of Debenture Trust Deed</li> </ol>
<b>Event of Defaults</b>	Default in payment of monies due in respect of interest/ Redemption Amount owing upon the Debentures and continues without being remedied for a period of 30 days after the dates on which such monies become due.
<b>Provisions related to Cross Default</b>	Not Applicable
<b>Role and</b>	The Issuer has appointed <b>Axis Trustee Services Limited</b> registered



<b>Responsibilities of Debenture Trustee</b>	with SEBI, as Debenture Trustee for the benefit of Debenture Holders (hereinafter referred to as “ <b>Debenture Trustee</b> ”). The Debenture Trustee has given its consent to the Issuer for its appointment and has entered into a Debenture Trustee Appointment Agreement with the Issuer. The Issuer shall enter into a Debenture Trust Deed, <i>inter alia</i> , specifying the terms and conditions of the Debentures and the powers, authorities and obligations of the Issuer and the Debenture Trustee in respect of the Debentures.
<b>Governing Law and Jurisdiction</b>	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at Mumbai (Maharashtra) in India.
<b>Future Borrowings</b>	The Issuer shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form as also issue debentures/ notes/ other securities in any manner with ranking <i>pari passu</i> or otherwise and to change its capital structure, including issue of shares of any class or redemption or reduction of any class of paid up capital, on such terms and conditions as the Issuer may think appropriate, without the consent of, or intimation to, the Debenture Holders or the Debenture Trustee in this connection. The Issuer shall not be required to obtain any consent(s) of Debenture Holders/ Debenture Trustee for creating any charge on its assets for its present or future borrowings / issue of debentures / notes/other securities.
<b>Purchase/ Sale of Debentures</b>	The Issuer may, at any time and from time to time, prior to Redemption Date, purchase Debentures in part (on a <i>pro-rata</i> basis or otherwise) or full at discount, at par or at premium in the open market or otherwise as may be determined by the Board of Directors / Finance Committee of the Issuer. Such Debentures, at the option of the Issuer, may be cancelled, held or resold at such price and on such terms and conditions as the Board of Directors / Finance Committee of the Issuer may deem fit. Such purchase / sale of Debentures shall not require any further consent / approval of the Debenture Holder(s) / Debenture Trustee.

