

## SCHEME OF ARRANGEMENT

### AMONGST

### RELIANCE JIO INFOCOMM LIMITED

### AND

### CERTAIN CLASSES OF ITS CREDITORS

## UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

### A. BACKGROUND OF THE COMPANY

Reliance Jio Infocomm Limited is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat 380 006 (hereinafter referred to as the “**Company**”). The Company is a step down wholly owned subsidiary of Reliance Industries Limited (“**RIL**”). The non-convertible debentures of the Company are listed on BSE Limited and National Stock Exchange of India Limited.

### B. RATIONALE OF THE SCHEME

The Company is engaged in the business of providing digital services and has in the last nine years invested over Rs 3,60,000 Crore in building a world-class digital infrastructure and ecosystem. This has been funded by a combination of equity and debt.

As a company engaged in digital services, with changing technologies a continuous investment in assets is required. Accordingly, it is proposed to re-align the capital of the Company with more equity and less debt. This Scheme has been proposed to transfer certain Identified Liabilities (*as defined hereinafter*) to RIL. This will also benchmark the capital structure of the Company with global technology peers.

### C. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) **PART I** deals with the definitions of capitalized terms used in this Scheme and the details of the share capital of the Company;
- (ii) **Part II** deals with the arrangement between the Company and Identified Creditors (*as defined hereinafter*);
- (iii) **PART III** deals with the general terms and conditions that would be applicable to this Scheme.

## PART I

### DEFINITIONS AND SHARE CAPITAL

#### 1. DEFINITIONS

- 1.1 In this Scheme, unless inconsistent with the subject or context thereof (i) capitalised terms

defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; (ii) all terms and words not defined in this Scheme shall have the meaning ascribed to them under the relevant Applicable Laws; and (iii) the following expressions shall have the meanings ascribed hereunder:

**“Act”** means the Companies Act, 2013 and the Rules made thereunder and includes any statutory modification(s) or re-enactment(s) thereof for the time being in force;

**“Appointed Date”** means opening of business hours of 16<sup>th</sup> December 2019 or such other date as may be determined by the Board of the Company or as may be approved by the Tribunal;

**“Applicable Law”** or **“Law”** means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Company; (b) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Company as may be in force from time to time;

**“Appropriate Authority”** means:

- (a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities;
- (c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi-governmental authority including without limitation, Securities Exchange Board of India, the Tribunal (*as defined hereinafter*); and
- (d) any Stock Exchange (*as defined hereinafter*).

**“Board”** in relation to the Company means the board of directors of the Company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto;

**“Company”** means Reliance Jio Infocomm Limited, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number: U72900GJ2007PLC105869 and its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat 380 006;

**“Consideration”** means an amount equal to Identified Liabilities, transferred pursuant to this Scheme;

**“Effective Date”** means the date on which the Scheme is sanctioned by the Tribunal. Reference in this Scheme to the date of **“coming into effect of this Scheme”** or **“effectiveness of this Scheme”** or **“upon the Scheme becoming effective”** shall mean the Effective Date;

**“Identified Creditors”** means certain classes of creditors of the Company representing the Identified Liabilities;

**“Identified Liabilities”** means the following outstanding liabilities of the Company, aggregating up to Rs 104365,30,20,555 (Rupees One Lakh Four Thousand Three Hundred Sixty Five Crore Thirty Lakh Twenty Thousand Five Hundred Fifty Five only):

- (a) Unsecured non-convertible debentures issued by the Company, as listed in **Schedule IA** hereto;
- (b) Unsecured non-convertible debentures issued by the Company, guaranteed by RIL, as listed in **Schedule IB** hereto;
- (c) Secured non-convertible debentures issued by the Company, as listed in **Schedule IC** hereto;
- (d) Unsecured foreign currency borrowings, guaranteed by RIL, as listed in **Schedule II** hereto;
- (e) Unsecured Rupee debt, guaranteed by RIL, as listed in **Schedule III** hereto;
- (f) Dues to a supplier for supply of goods, guaranteed by RIL, as listed in **Schedule IV** hereto; and
- (g) Dues to banks for supply of goods from foreign and Indian vendors, as listed in **Schedule V** hereto;

together with (i) interest accrued (but not paid thereon); (ii) hedges along with receivables or payables, if any; and (iii) any and all other balances with respect to the Identified Liabilities, as on the Appointed Date, including all the utilized limits, sanctions, rights, obligations and duties, connected thereto.

**“Listed Debentures”** means the debentures of the Company, listed on Stock Exchanges, forming part of the Identified Liabilities and more specifically set out in sub-clauses (a) to (c) of the definition of ‘Identified Liabilities’ hereto;

**“Permits”** means all consents, licences, permits, certificates, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

**“Person”** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

**“Record Date”** means the date to be fixed by the Board of the Company, after the Effective Date, for the purpose of implementing the actions set out in Clause 4.4 of this Scheme;

**“RIL”** means Reliance Industries Limited, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number: L17100MH1973PLC019786;

**“Scheme”** or **“this Scheme”** means this scheme of arrangement as modified from time to time;

“**Stock Exchanges**” means BSE Limited and National Stock Exchange of India Limited; and

“**Tribunal**” means the Ahmedabad bench of the National Company Law Tribunal.

1.2 In this Scheme, unless the context otherwise requires:

1.2.1 words denoting the singular shall include the plural and vice versa; and

1.2.2 headings, subheadings, titles, subtitles to clauses and sub-clauses are for convenience only and shall be ignored in construing the Scheme.

## 2. SHARE CAPITAL

2.1 The share capital structure of the Company as on 12 December 2019 is as follows:

Particulars	Rs
<b>Authorised Share Capital</b>	
4500,00,00,000 equity shares of Rs 10 each	45000,00,00,000
11500,00,00,000 preference shares of Rs 10 each	115000,00,00,000
<b>Total</b>	<b>160000,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
4500,00,00,000 Equity Shares of Rs 10 each	45000,00,00,000
12,50,00,000 0.1% non-cumulative optionally convertible preference shares of Rs 10 each (Series-I, preference share capital)	125,00,00,000
400,00,00,000 9% non-cumulative optionally convertible preference shares of Rs 10 each (Series-V, preference share capital)	4000,00,00,000
<b>Total</b>	<b>49125,00,00,000</b>

## 3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

3.1 This Scheme in its present form or with any modification(s), as may be approved or imposed or directed by the Tribunal or made as per Clause 7 of this Scheme, shall become effective from the Appointed Date but shall be operative from the Effective Date.

## PART II

### ARRANGEMENT WITH IDENTIFIED CREDITORS OF THE COMPANY

## 4. TRANSFER OF THE IDENTIFIED LIABILITIES PURSUANT TO ARRANGEMENT WITH IDENTIFIED CREDITORS

4.1 The board of directors of RIL has approved assumption of Identified Liabilities, as per terms and conditions mentioned in this Scheme. The board of directors of RIL has further confirmed that it has the requisite powers to assume the Identified Liabilities, and it does not require approval of its shareholders, as per Applicable Laws. In view of this, upon sanction of the Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act, all the liabilities, obligations, duties, unutilized

limits, sanctions along with contracts, agreements, arrangements, Permits, whatsoever, arising from or pertaining to the Identified Liabilities shall, without any further act, instrument or deed, be transferred to or be deemed to have been transferred by the Company in favour of RIL on the same terms and conditions, so as to become as on and from the Appointed Date, the liabilities, obligations, duties, unutilized limits, sanctions along with contracts, agreements, arrangements, Permits, whatsoever, of RIL by virtue of operation of law and in the manner provided in this Scheme. Further, upon this Scheme becoming effective, all contracts, agreements or arrangements, pertaining to the Identified liabilities shall stand assigned and novated to RIL by operation of law.

- 4.2 It is clarified that during the period between the Appointed Date and such date, until which any specific liability forming part of the Identified Liabilities, arising therefrom is transferred, recorded and/ or effected, in favour of RIL, in the records of Appropriate Authority, lender(s), creditor(s), the Company shall continue to service the Identified Liabilities on their respective due dates including by way of payment of interest and repayment of principal. Such payments made by the Company shall be deemed to have been made, for and on behalf of RIL. RIL shall reimburse the aggregate amounts so spent by the Company for servicing the Identified Liabilities.
- 4.3 As consideration for the transfer of the Identified Liabilities by the Company to RIL, the Company shall discharge Consideration to RIL.
- 4.4 For the purposes of effecting the transfer of Listed Debentures, the Company shall fix a Record Date. All debenture holders of the Company holding Listed Debentures and whose names appear in Register of debenture holders of the Company on the Record Date, shall become the debenture holders of RIL, on the same terms and conditions. Upon the Scheme becoming effective and subject to receipt of requisite approvals, the Listed Debentures will be listed and traded on the Stock Exchanges, with RIL as the issuer.
- 4.5 Upon the Scheme becoming effective, the transfer of Identified Liabilities from the Company to RIL, shall be binding on Identified Creditors, the Stock Exchanges, banker(s), debenture trustee(s), depository/(ies), custodian(s), registrar and transfer agents and Appropriate Authority.
- 4.6 The Company, RIL and/or concerned Person(s) may execute such further documents and take such further actions as may be deemed necessary or appropriate to give effect to the provisions of this Scheme.
- 4.7 The Board shall have the exclusive right to decide, whether or not, a specific liability forms part of the Identified Liabilities.

## **5. ACCOUNTING TREATMENT**

Upon the Scheme coming into effect and with effect from Appointed Date, the Company shall de-recognise the Identified Liabilities in its books of account as per Ind AS 109 – Financial Instruments and other applicable standards.

## **PART III**

### **GENERAL TERMS & CONDITIONS**

#### **6. APPLICATIONS/PETITIONS TO THE TRIBUNAL**

- 6.1 The Company shall make and file all applications and petitions under Sections 230 – 232 and other applicable provisions of the Act before the Tribunal, for sanction of this Scheme under the provisions of the Act.

#### **7. MODIFICATION OR AMENDMENTS TO THIS SCHEME**

- 7.1 The Board may make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate or consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose.
- 7.2 For the purposes of giving effect to this Scheme, the Board may give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding as if the same were specifically incorporated in this Scheme.

#### **8. IMPLEMENTATION AND WITHDRAWAL OF THIS SCHEME**

- 8.1 Non-approval by one or more classes of Identified Creditors shall not affect the validity of the Scheme and the Scheme will be given effect to accordingly.
- 8.2 The Company acting through its Board shall be at liberty to withdraw this Scheme.

#### **9. COSTS AND EXPENSES**

- 9.1 All costs, charges and expenses payable in relation to or in connection with this Scheme shall be borne and paid by the Company.

### Schedule IA

#### (Unsecured non-convertible debentures issued by the Company as on 16<sup>th</sup> December 2019)

Sr No.	ISIN	Scrip Code issued by BSE Limited	Description of security issued by National Stock Exchange of India Limited
1.	INE110L08037 (PPD3)	950380	Reliance Jio Info 9.25% 2024 (PPD-3)
2.	INE110L08052 (PPD5 Option 1)	951555	Reliance Jio Info 8.90% 2020 (PPD-5)
3.	INE110L08060 (PPD5 Option 2)	951556	Reliance Jio Info 9.00% 2025 (PPD-5)

### Schedule IB

#### (Unsecured non-convertible debentures issued by the Company guaranteed by RIL as on 16<sup>th</sup> December 2019)

Sr No.	ISIN	Scrip Code issued by BSE Limited	Description of security issued by National Stock Exchange of India Limited
1.	INE110L08011 (PPD1)	946839	Infotel Broadband Ser. 8.95% 2020 (PPD-1)
2.	INE110L08029 (PPD2)	946866	Infotel Broadband Ser. 8.95% 2020 (PPD-2)

### Schedule IC

#### (Secured non-convertible debentures issued by the Company as on 16<sup>th</sup> December 2019)

Sr No.	ISIN	Scrip Code issued by BSE Limited	Description of security issued by National Stock Exchange of India Limited
1.	INE110L07047 (PPD8)	952917	Reliance Jio Info 8.25% 2025 (PPD-8)
2.	INE110L07070 (PPD11)	954293	Reliance Jio Info 8.32% 2021 (Series - PPD-11)
3.	INE110L07088 (PPD12)	957846	Reliance Jio 8% 2023 PPD12
4.	INE110L07096 (PPD13)	957862	Reliance Jio Info 8% 2023 (PPD13)
5.	INE110L07104 (PPD14)	957904	Reliance Jio Info 7.97% 2022 Sr- PPD14
6.	INE110L07112 (PPD15)	957992	Reliance Jio Info 8.70% 2021 Sr-PPD15
7.	INE110L07120 (PPD16)	958110	Reliance Jio Info 8.70% 2021 (PPD16)

### Schedule II

#### (Unsecured foreign currency borrowings guaranteed by RIL as on 16<sup>th</sup> December 2019)

Sr No.	Name*
1.	Australia and New Zealand Banking Group Limited
2.	Banco Bilbao Vizcaya Argentaria, S.A.
3.	Banco Santander, S.A.

<b>Sr No.</b>	<b>Name*</b>
4.	Bank of America, N.A.
5.	Bank of Kaohsiung
6.	Bank of Taiwan
7.	Barclays Bank PLC
8.	BDO Unibank, Inc.
9.	BNP Paribas S.A.
10.	BNS Asia Limited
11.	Citibank N.A.
12.	Commerzbank Aktiengesellschaft
13.	DBS Bank Ltd.
14.	DekaBank Deutsche Girozentrale, AÖR
15.	DZ BANK AG, Deutsche ZentralGenossenschaftsbank, Frankfurt am Main
16.	E. Sun Commercial Bank, Ltd.
17.	Export Development Canada
18.	The Export-Import Bank of Korea
19.	First Abu Dhabi Bank P.J.S.C
20.	First Commercial Bank Co., Ltd.
21.	HSBC Bank PLC
22.	Hua Nan Commercial Bank, Ltd.,
23.	ING Bank, a branch of ING-DiBa AG
24.	JPMorgan Chase Bank, N.A.
25.	KGI Bank
26.	Land Bank of Taiwan Co., Ltd.
27.	Mega International Commercial Bank Co., Ltd.
28.	Mizuho Bank, Ltd.
29.	MUFG Bank, Ltd.
30.	NongHyup Bank
31.	Shinsei Bank, Limited
32.	Société Générale
33.	Standard Chartered Bank
34.	State Bank of India
35.	Sumitomo Mitsui Banking Corporation
36.	Sumitomo Mitsui Trust Bank, Limited
37.	Sunny Bank, Ltd.
38.	Taiwan Business Bank, Ltd.
39.	Taiwan Cooperative Bank, Ltd.
40.	The Bank of Yokohama, Ltd.
41.	The Chugoku Bank, Limited
42.	The Gunma Bank, Ltd.
43.	The Hongkong and Shanghai Banking Corporation Limited
44.	The Hyakujushi Bank, Ltd.



<b>Sr No.</b>	<b>Name*</b>
45.	The Joyo Bank, Ltd.
46.	The Nishi-Nippon City Bank, Ltd.
47.	The Nomura Trust and Banking Co., Ltd.
48.	The Shanghai Commercial and Savings Bank Ltd.
49.	The Shikoku Bank, Ltd.
50.	The Shizuoka Bank, Ltd.
51.	United Overseas Bank Limited
52.	Westpac Banking Corporation

\*Including through it's one or more branches

### **Schedule III**

**(Unsecured Rupee debt guaranteed by RIL as on 16<sup>th</sup> December 2019)**

<b>Sr No.</b>	<b>Name</b>
1.	Cisco Systems Capital (India) Private Limited

### **Schedule IV**

**(Dues to supplier for supply of goods guaranteed by RIL as on 16<sup>th</sup> December 2019)**

<b>Sr No.</b>	<b>Name</b>
1.	Samsung India Electronics Private Limited

### **Schedule V**

**(Dues to banks for supply of goods from foreign and Indian vendors as on 16<sup>th</sup> December 2019)**

<b>Sr No.</b>	<b>Name*</b>
1.	Andhra Bank
2.	Axis Bank
3.	Bank of America
4.	Bank of Baroda
5.	Bank of India
6.	Canara Bank
7.	Central Bank of India
8.	Citi Bank
9.	Deutsche Bank
10.	Federal Bank
11.	HDFC Bank
12.	HSBC Bank
13.	ICICI Bank
14.	IDBI Bank
15.	IDFC Bank
16.	Indian Bank
17.	IndusInd Bank

<b>Sr No.</b>	<b>Name*</b>
18.	JP Morgan Chase
19.	Kotak Mahindra Bank
20.	Mizuho Bank
21.	Oriental Bank of Commerce
22.	Punjab National Bank
23.	Standard Chartered Bank
24.	Syndicate Bank
25.	Union Bank
26.	Yes Bank

\*Including through it's one or more branches