

November 11, 2021

**Listing Department
National Stock Exchange of India Limited,
Exchange Plaza,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400051**

Dear Madam/ Sir,

Sub: Submission of Un-Audited Financial Results along with Limited Review Report for Half Year and Quarter ended September 30, 2021 of the Financial Year 2021-22 and other intimations pursuant to Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Re: ReNew Akshay Urja Limited (“Company”)



In terms of Regulation 52 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Please find enclosed herewith the Un-Audited Financial Results of the Company for the Half Year and Quarter ended September 30, 2021 of the Financial Year 2021-22 along with Limited Review Report submitted by S.R Batliboi & Co. LLP, Statutory Auditors of the Company.

We wish to inform you that the Un-audited financial results for the Half Year and Quarter ended September 30, 2021 of the Financial Year 2021-22 along with Limited Review Report have been approved by the Board of Directors in their meeting held on November 11, 2021.

You are requested to kindly take the same on record and disseminate the results of the Company at your website, if required.

Thanking you,

**For and on behalf of
ReNew Akshay Urja Limited**

**Sai Krishnan
Company Secretary**

ReNew Akshay Urja Limited
(Formerly known as ReNew Akshay Urja Private Limited)

CIN: U40300DL2015PLC275651

Corporate Office

ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram - 122009,
Tel: +91 124 489 6670, Fax: +91 124 489 6699, Email: info@renewpower.in, Website: www.renewpower.in

Registered Office

138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066, Tel: +91 11 4677 2200, Fax: +91 11 4111 2980

Independent Auditor's Review Report on the Quarterly and Year to Date Unaudited Financial Results of the Company Pursuant to Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended**Review Report to
The Board of Directors
ReNew Akshay Urja Limited**

1. We have reviewed the accompanying statement of unaudited financial results of ReNew Akshay Urja Limited (the "Company") for the quarter ended September 30, 2021 and year to date from April 1, 2021 to September 30, 2021 (the "Statement") attached herewith, being submitted by the Company pursuant to the requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "Listing Regulations").
2. This Statement, which is the responsibility of the Company's Management and approved by the Company's Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34, (Ind AS 34) "Interim Financial Reporting" prescribed under Section 133 of the Companies Act, 2013 as amended, read with relevant rules issued thereunder and other accounting principles generally accepted in India. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the Statement is free of material misstatement. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.
4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement, prepared in accordance with the recognition and measurement principles laid down in the aforesaid Indian Accounting Standards ('Ind AS') specified under Section 133 of the Companies Act, 2013 as amended, read with relevant rules issued thereunder and other accounting principles generally accepted in India, has not disclosed the information required to be disclosed in terms of the Listing Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement.

5. The figures for the previous quarter ended June 30, 2021, as reported in these unaudited financial results have been approved by the Company's Board of Directors but have not been subjected to a review.

For S.R. BATLIBOI & Co. LLP

Chartered Accountants

ICAI Firm registration number: 301003E/E300005

NAMAN Digitally signed by
NAMAN AGARWAL
AGARWAL Date: 2021.11.11
20:33:40 +05'30'

per Naman Agarwal

Partner

Membership No.: 502405

UDIN: 21502405AAAACZ6078

Place: Gurugram

Date: November 11, 2021

Statement of Unaudited Financial Results for the quarter and half year ended September 30, 2021
(Amounts in INR millions, except share and per share data, unless otherwise stated)

| | For the quarter ended 30 September 2021 (Unaudited) | For the quarter ended 30 June 2021 (Unaudited) (Refer Note 4) | For the half-year ended 30 September 2021 (Unaudited) | For the half-year ended 30 September 2020 (Unaudited) | For the year ended 31 March 2021 (Audited) |
|-----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------|
| a. Statement of Financial Result | | | | | |
| Income: | | | | | |
| Revenue from operations | 311 | 395 | 706 | 683 | 1,461 |
| Other income | 3 | 7 | 10 | 22 | 28 |
| Total Income | 314 | 402 | 716 | 705 | 1,488 |
| Expenses: | | | | | |
| Other expenses | 33 | 46 | 79 | 86 | 172 |
| Total expenses | 33 | 46 | 79 | 86 | 172 |
| Earning before interest, tax, depreciation and amortization (EBITDA) | 281 | 356 | 637 | 619 | 1,316 |
| Depreciation and amortization expense (Refer Note 9) | 59 | 58 | 117 | 184 | 301 |
| Finance costs | 164 | 162 | 326 | 363 | 704 |
| Profit before tax | 58 | 136 | 194 | 72 | 311 |
| Tax expense | | | | | |
| Deferred tax | 12 | 27 | 39 | 19 | (53) |
| Profit after tax | 46 | 109 | 155 | 53 | 365 |
| Other comprehensive income , net of tax | | | | | |
| | - | - | - | - | - |
| Total comprehensive Income | 46 | 109 | 155 | 53 | 365 |
| Earnings per share: (Not annualized, Face value INR 10) | | | | | |
| Basic | 1.99 | 4.79 | 6.78 | 2.32 | 15.97 |
| Diluted | 1.99 | 4.79 | 6.78 | 2.32 | 15.97 |
| Debt Equity Ratio | 2.54 | 2.61 | 2.54 | 2.48 | 2.55 |
| Debt Service Coverage Ratio* | 0.62 | -0.33 | 0.31 | 2.21 | 1.72 |
| Interest Service Coverage Ratio* | 1.72 | 2.20 | 1.96 | 2.05 | 2.21 |
| Current ratio | 3.28 | 3.41 | 3.28 | 2.51 | 3.24 |
| Long Term Debt to Working Capital | 2.64 | 2.65 | 2.64 | 3.20 | 2.89 |
| Bad debts to Account receivable Ratio* | Nil | Nil | Nil | Nil | Nil |
| Current Liability Ratio | 0.13 | 0.13 | 0.13 | 0.15 | 0.12 |
| Total Debts to Total Assets Ratio | 0.59 | 0.62 | 0.59 | 0.62 | 0.61 |
| Debtors Turnover Ratio* | 0.22 | 0.34 | 0.56 | 0.58 | 1.18 |
| Inventory Turnover Ratio* | Nil | Nil | Nil | Nil | Nil |
| Operating margin (%) | 70% | 74% | 72% | 60% | 68% |
| Net profit margin (%) | 16% | 28% | 22% | 8% | 25% |
| Net worth | 3,768 | 3,723 | 3,768 | 3,301 | 3,613 |
| Debentures redemption reserve | 286 | 304 | 286 | 283 | 304 |

*(not annualized)

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ReNew Akshay Urja Limited

CIN-U40300DL2015PLC275651

Regd Office: 138, Ansal Chambers-II, Bikaji Cama Place, New Delhi-110066

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, 122009, Haryana

Phone No.- 124 489 6670/80,

Statement of Unaudited Financial Results for the quarter and half year ended September 30, 2021

(Amounts in INR millions unless otherwise stated)

b. Statement of Assets & Liabilities

| | As at 30 Sep 2021 (Unaudited) | As at 31 March 2021 (Audited) |
|-------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Assets | | |
| Non-current assets | | |
| Property, plant and equipment | 7,688 | 7,805 |
| Prepayments | 19 | 27 |
| Non current tax assets (net) | 34 | 33 |
| Other non-current assets | 8 | 8 |
| Total non-current assets | 7,749 | 7,873 |
| Current assets | | |
| Inventories | 7 | 6 |
| Financial assets | | |
| Trade receivables | 1,475 | 1,037 |
| Cash and cash equivalent | 28 | 190 |
| Bank balances other than cash and cash equivalent | 161 | 294 |
| Loans | 1,104 | 1,104 |
| Others | 16 | 15 |
| Prepayments | 79 | 51 |
| Other current assets | 3 | 4 |
| Total current assets | 2,873 | 2,701 |
| Total assets | 10,622 | 10,574 |
| Equity and liabilities | | |
| Equity | | |
| Equity share capital | 133 | 133 |
| Other equity | 3,635 | 3,481 |
| Total equity | 3,768 | 3,613 |
| Non-current liabilities | | |
| Financial liabilities | | |
| Long-term borrowings | 5,892 | 6,081 |
| Long-term Provisions | 47 | 46 |
| Deferred tax liabilities (net) | 39 | - |
| Total non-current liabilities | 5,978 | 6,127 |
| Current liabilities | | |
| Financial liabilities | | |
| Short-term borrowings | 425 | 415 |
| Trade payables | | |
| Outstanding dues to micro enterprises and small enterprises | - | - |
| Others | 376 | 341 |
| Other current financial liabilities | 72 | 72 |
| Other current liabilities | 3 | 6 |
| Total current liabilities | 876 | 834 |
| Total liabilities | 6,854 | 6,961 |
| Total equity and liabilities | 10,622 | 10,574 |

ReNew Akshay Urja Limited**Statement of Unaudited Financial Results for the quarter and half year ended September 30, 2021**

(Amounts in INR millions, unless otherwise stated)

c. Statement of Cash Flows for the half year ended September 30, 2021

| Particulars | For the period ended 30 Sep 2021 |
|-------------------------------------------------------------------------------------------|---------------------------------------------|
| Cash flow from operating activities | |
| Profit before tax | 194 |
| Adjustments for: | |
| Depreciation expense | 117 |
| Interest income | (8) |
| Impairment allowance for financial assets | 3 |
| Unwinding of discount on provisions | 1 |
| Interest expense | 289 |
| Operating profit before working capital changes | 596 |
| Movement in working capital | |
| Decrease/(Increase) in trade receivables | (441) |
| (Increase)/decrease in inventories | (1) |
| Decrease/(Increase) in other current assets | 1 |
| (Increase)/decrease in other current financial assets | (1) |
| (Increase)/decrease in prepayments | (19) |
| Increase/(decrease) in other current liabilities | (2) |
| (Decrease)/Increase in trade payables | 35 |
| Cash generated from operations | 168 |
| Direct taxes paid (net of refunds) | (1) |
| Net cash generated from operating activities | 167 |
| Cash flow from investing activities | |
| Net Redemption/(Investments) of bank deposits having residual maturity more than 3 months | 132 |
| Interest received | 6 |
| Net cash generated from investing activities | 138 |
| Cash flow from financing activities | |
| Repayment of long-term borrowings | (182) |
| Proceeds from short-term borrowings | - |
| Interest paid | (285) |
| Net cash used in financing activities | (467) |
| Net increase in cash and cash equivalents | (162) |
| Cash and cash equivalents at the beginning of the year | 190 |
| Cash and cash equivalents at the end of the year | 28 |
| Components of cash and cash equivalents | |
| Balances with banks: | |
| - On current accounts | 28 |
| Total cash and cash equivalents | 28 |

ReNew Akshay Urja Limited

CIN-U40300DL2015PLC275651

Regd Office: 138, Ansal Chambers-II, Bikaji Cama Place, New Delhi-110066

Corporate Office: ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram, 122009, Haryana

Phone No.- 124 489 6670/80.

Notes to the financial results for the quarter and half year ended September 30, 2021

Notes

1 Ratios have been computed as follows:

- Earning per share (Basic & Diluted) = Profit after Tax / Weighted average number of equity shares

- Debt Equity Ratio* = Debt (Amount due to Debenture Holders) / Equity (Equity share capital + share premium + loan from related party - unamortize fees)

- Interest Service Coverage Ratio = Profit before interest, tax and depreciation / Total Interest Expense

- Debt Service Coverage Ratio* = ((PAT based on Project Revenues realised (excluding non-cash adjustment, if any) + Depreciation + Interest (Interest, Guarantee Fees, other financing costs payable under Debenture and Project Documents)) / (Interest + Principal Repayment+Guarantee fee)

- Current ratio= Current Assets / Current Liabilities

- Long Term Debt to Working Capital = Non-Current borrowing including current maturities of Non-current borrowings/ (Current Assets - Current Liabilities (excluding current maturities of Non-Current borrowings))

- Bad debts to Account receivable Ratio = Bad debts written off (net of recovery) /Average Gross Trade Receivables

- Current Liability Ratio= Current Liabilities/ Total Liabilities

- Total Debts to Total Assets Ratio = Total outstanding debts/ Total Assets

- Debtors Turnover Ratio = Revenue from operations /Average Trade Receivables

- Inventory turnover ratio = Company does not generate revenue from selling of inventory, hence this ratio is not applicable.

- Operating margin (%) = (Profit for the year+ Tax expenses + Finance costs - Other income) / (Revenue from operations)

- Net profit margin (%) = Profit for the year / Revenue from operations: mentioned above

- Networth represents issued subscribed and paid up capital plus reserves and surplus. Reserves and Surplus includes Capital reserve, General reserve, Debenture redemption reserve, Securities premium account and Profit and loss account balance.

Outstanding redeemable preference shares (Quantity and Value): Not Applicable

Net profit after tax : Refer statement of financial results

*As per Debenture Trust Deed dated 20 September, 2017.

2 The statement has been prepared in accordance with recognition and measurement principles laid down in accordance with the Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34") as prescribed under Section 133 of the Companies Act, 2013 (the Act) read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 and relevant rules issued thereunder and other recognized accounting practices and policies.

3 The company is in the business of development and operation of solar power. There is only one segment (business and/or geographical) in accordance with the requirements of IND AS - 108 "Operating Segments".

4 The above results have been approved by the Board of Directors at the meeting held on November 11, 2021.

The figures of the quarter ended September 30, 2021 are the balancing figures between figures in respect of the respective half year ended September 30, 2021 and unaudited and unreviewed management internal reporting figures for the quarter ended June 30, 2021. However, management has exercised necessary due diligence to ensure that the financial results for the periods provide a true and fair view of the Company's affairs.

5 The financial information for the corresponding quarter ended September 30, 2020 and half year ended September 30, 2020 to be included in the Statement of Financial Results and the Statement of Cash Flows, respectively, have not been furnished by the Company in the accompanying Statement pursuant to the relaxation provided in the SEBI Circular SEBI/HO/DDHS/CIR/2021/0000000637 dated October 5, 2021.

6 Tax expense includes Current Tax and Deferred Tax charge.

7 India Rating have assigned long term issuer rating and rating for the outstanding non-convertible debentures of the Company to "IND AA+ (CE)" with stable outlook and CARE have assigned long term issuer rating and rating for the outstanding non-convertible debentures of the Company to "CARE AA+ (CE)" with credit watch with developing implications.

8 As per debenture trust deed, the Company is required to maintain a Debt Service Coverage Ratio (DSCR) for 1.20, however on account of slow recovery from debtors during the year, the Company could achieve a DSCR for 0.36 thereby a breach for one of financial covenant. This breach is not considered as an event of default as per the terms of Debenture Trust Deed. Hence, no adjustment has been made to the financial statements of the Company.

9 During the year ended March 2021, as a part of its annual exercise of review of estimates, the Company conducted an operational efficiency review of its solar plants. The Company engaged with an expert for the review of useful life, salvage value and estimate for decommissioning liability. Basis the study, the expected useful life of solar power plants has been revised from 25 years to 35 years with a residual value of 5% at the end of useful life. Further, though there are no contractual obligation, the Company has considered a constructive obligation, being a green energy company with its commitment towards environment, and provided for decommissioning costs expected to be incurred at the end of respective useful life of plants. These changes were considered as change in estimate as per Ind AS 8 (Accounting Policies, Changes in Accounting Estimates and Errors) and were accounted for prospectively with effect from 1st October 2020. Hence, current period numbers are not comparable with that of previous year.

10 Previous period figures have been re-grouped / re-classified wherever necessary, to conform to current period's classification in order to comply with the requirements of the amended Schedule III to the Companies Act, 2013 effective 1 April 2021.

11 Due to outbreak of COVID-19 in India, the Company has continued its assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Company is in the business of generation of electricity which is an essential service as emphasised by the Ministry of Home Affairs and Ministry of Power, Government of India and which is granted "Must Run" status by Ministry of New and Renewable Energy (MNRE), the management believes that the impact of outbreak on the business and financial position of the Company is not significant.

Further, MNRE directed that the payment to Renewable Energy power generator shall be done on regular basis as being done prior to lockdown and the Company has generally received regular collection from its customer. The management does not see any risks in the Company ability to continue as a going concern and has been able to service all debts obligations during the year. The Company is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimise the impact of the unprecedented situation.

For and on behalf of the ReNew Akshay Urja Limited

Rahul Jain

Digitally signed by Rahul Jain
Date: 2021.11.11 19:51:36 +05:30

Managing Director
(Rahul Jain)
DIN- 07641891
Place: Gurugram
Date: 11 Nov 2021

Related party disclosure

a) Names of related parties and related party relationship:

The names of related parties where control exists and / or with whom transactions have taken place during the period and description of relationship as identified by the management are:-

I. Holding Company

ReNew Solar Power Private Limited

II. Ultimate Holding Company

Renew Energy Global PLC

III. Intermediate Holding Company

Renew Power Private Limited

IV. Key management personnel (KMPs) :

Mr. Sumant Sinha, Chairman and Managing Director of ReNew Power Private Limited.

V. Fellow Subsidiaries with whom transactions incurred during the year

| | |
|------------------------------------------------|-------------------------------------------------------------|
| ReNew Solar Energy (Karnataka) Private Limited | Izra Solar Energy Private Limited |
| ReNew Power Services Private Limited | Renew Saur Shakti Private limited |
| ReNew Services Private Limited | Regen Climate Connection Knowledge Solution Private Limited |
| ReNew Wind Energy (TN 2) Private Limited | ReNew Mega Solar Power Private Limited |

b) Details of transactions with holding Company:

| Particulars | ReNew Solar Power Private Limited | |
|--------------------------------------------|-------------------------------------|-------------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Unsecured loan refunded to related party | - | 54 |
| Expenses incurred on behalf of the company | 1 | - |
| Reimbursement of expenses | 22 | - |
| Interest expense on unsecured loan | - | 2 |

The Holding Company has charged certain common expenses to its subsidiary companies on the basis of its best estimate of expenses incurred for each of its subsidiary companies and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the holding Company is most appropriate basis for recovering of such common expenses.

c) Details of outstanding balances with holding Company:

| Particulars | ReNew Solar Power Private Limited | |
|--------------------------------------------|-----------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 |
| Unsecured loan payable | - | 45 |
| Trade payables | 121 | 120 |
| Capital creditors | 12 | 11 |
| Interest expense accrued on unsecured loan | - | 9 |

d) Details of transactions with Intermediate Holding Company:

| Particulars | ReNew Power Private Limited | |
|-------------------------------------------------------------|-------------------------------------|-------------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Unsecured loan refunded to related party | - | - |
| Unsecured loan received from related party | - | 346 |
| Interest expense on unsecured loan | - | 21 |
| Expenses incurred on behalf of the ultimate holding company | 0 | 7 |
| Expenses incurred on behalf of the company | 0 | - |

e) Details of outstanding balances with Intermediate Holding Company:

| Particulars | ReNew Power Private Limited | |
|--------------------------------------|-----------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 |
| Trade payables | 101 | 104 |
| Unsecured loan payable | - | - |
| Interest accrued on loan payable | - | 23 |
| Interest accrued on loan recoverable | - | 4 |
| Capital creditors | 26 | 26 |

f) Details of transactions with fellow subsidiaries:

| Particulars | Izra Solar Energy Private Limited | |
|----------------------|-------------------------------------|-------------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Consumable Purchases | - | - |

| Particulars | Renew Saur Shakti Private limited | |
|------------------------------------------------------|-------------------------------------|-------------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Expenses incurred on behalf of the fellow subsidiary | - | 0 |
| Consumables Sales | 0 | 1 |

| Particulars | ReNew Saur Urja Private Limited | |
|------------------------------------------------------|-------------------------------------|-------------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Expenses incurred on behalf of the fellow subsidiary | - | - |

| Particulars | ReNew Solar Energy (Karnataka) Private Limited | |
|-------------------|------------------------------------------------|-------------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Consumables Sales | 0 | 0 |



ReNew Akshay Urja Limited
Details of Related Party transactions for the half year ended 30 September 2021
(Amounts in INR millions, unless otherwise stated)

| Particulars | ReNew Services Private Limited | | ReNew Wind Energy (TN 2) Private Limited | |
|-----------------------------------------------------------------|----------------------------------|----------------------------------|------------------------------------------|----------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Expenses incurred on behalf of the fellow subsidiary | - | - | - | 0 |
| Consumable Purchases | 0 | 0 | - | - |
| Expenses incurred on behalf of the company by fellow subsidiary | 0 | - | - | - |
| Consumable Sales | - | - | 0 | - |

| Particulars | ReNew Solar Energy (Telangana) Private Limited | | Regent Climate Connect Pvt. Ltd. | |
|----------------------|------------------------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Purchase of services | - | - | 0 | - |
| Consumables Sales | 0 | 1 | - | 0 |

| Particulars | ReNew Mega Solar Power Private Limited | | ReNew Power Services Private Limited | |
|-----------------------------------------------------------------|----------------------------------------|----------------------------------|--------------------------------------|----------------------------------|
| | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 | For the period ended 30 Sep 2021 | For the period ended 30 Sep 2020 |
| Expenses incurred on behalf of the company by fellow subsidiary | - | - | - | 0 |
| Expenses incurred on behalf of fellow subsidiary | - | - | 0 | 0 |
| Consumables Sales | 0 | - | - | - |
| Consumables Purchase | 0 | - | - | - |

g) Details of outstanding balances with fellow subsidiaries:

| Particulars | ReNew Wind Energy (TN 2) Private Limited | | Abaha Wind Energy Private Limited | |
|--------------------------------------------|------------------------------------------|---------------|-----------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Interest expense accrued on unsecured loan | - | - | - | - |
| Recoverable from related party | 3 | 3 | - | 0 |

| Particulars | ReNew Wind Energy (Jath) limited | | Ostro Energy Private Limited | |
|---------------|----------------------------------|---------------|------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 31 March 2021 | 31 March 2020 |
| Trade payable | 1 | 1 | 2 | 2 |

| Particulars | ReNew Saur Shakti Private Limited | | ReNew Clean Energy Private limited | |
|--------------------------------|-----------------------------------|---------------|------------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Recoverable from related party | 1 | 1 | - | 0 |

| Particulars | ReNew Solar Energy (Karnataka) Private Limited | | ReNew Saur Urja Private Limited | |
|--------------------------------|------------------------------------------------|---------------|---------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Trade payable | 6 | 6 | - | - |
| Recoverable from related party | - | - | - | 0 |

| Particulars | ReNew Wind Energy (AP) Private limited | | ReNew Solar Energy Private Limited | |
|--------------------------------|----------------------------------------|---------------|------------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Recoverable from related party | 0 | 0 | - | 0 |

| Particulars | ReNew Wind Energy (Rajasthan 3) Private Limited | | ReNew Wind Energy (Karnataka Two) Private Limited | |
|--------------------------------|-------------------------------------------------|---------------|---------------------------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Recoverable from related party | 0 | 0 | 0 | 0 |

| Particulars | ReNew Wind Energy (Rajasthan) Private Limited | | ReNew Wind Energy (Welturi) Private Limited | |
|--------------------------------|------------------------------------------------|---------------|---------------------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Recoverable from related party | - | 0 | 0 | 0 |

| Particulars | ReNew Solar Energy (TN) Private Limited | | ReNew Wind Energy (Devgarh) Private Limited | |
|---------------|-----------------------------------------|---------------|---------------------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Trade payable | 52 | 52 | 0 | 0 |

| Particulars | ReNew Services Private Limited | | ReNew Power Services Private Limited | |
|-----------------------------------|--------------------------------|---------------|--------------------------------------|---------------|
| | 30 Sep 2021 | 31 March 2021 | 30 Sep 2021 | 31 March 2021 |
| Trade payable | - | 0 | - | - |
| Recoverable from related party | 0 | - | 1 | 1 |
| Loan to fellow subsidiary : RNCPS | - | - | - | 1,104 |

| Particulars | ReNew Solar Energy (Telangana) Private Limited | | Regent Climate Connect Pvt. Ltd. | |
|--------------------------------|------------------------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | For the year ended 31 March 2021 | For the year ended 31 March 2020 | For the year ended 31 March 2021 | For the year ended 31 March 2020 |
| Recoverable from related party | 1 | 1 | - | - |
| Trade Payable | - | - | 0 | 0 |

| Particulars | Izra Solar Energy Private Limited | | ReNew Sol Energy (Jharkhand One) Private Limited | |
|---------------|-----------------------------------|----------------------------------|--------------------------------------------------|----------------------------------|
| | For the year ended 30 Sep 2021 | For the year ended 31 March 2021 | For the year ended 30 Sep 2021 | For the year ended 31 March 2021 |
| Trade Payable | 0 | 0 | 2 | 2 |

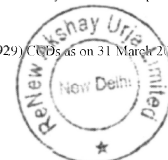
| Particulars | ReNew Saur Urja Private Limited | | ReNew Mega Solar Power Private Limited | |
|--------------------------------|---------------------------------|----------------------------------|----------------------------------------|----------------------------------|
| | For the year ended 30 Sep 2021 | For the year ended 31 March 2021 | For the year ended 30 Sep 2021 | For the year ended 31 March 2021 |
| Trade Payable | - | - | 0 | - |
| Recoverable from related party | 0 | 0 | 0 | - |

h) Compensation of Key management personnel

Remuneration to the key managerial personnel is paid by the holding Company of the company and is allocated between the subsidiary companies as management shared services and is not separately identifiable.

i) The facility is covered by corporate guarantee of ReNew Power Private Limited, the Intermediate holding company. The guarantee shall remain valid and in force till all security is created and perfected to the satisfaction of lenders.

j) ReNew Solar Power Private Limited, the holding company, has pledged 6,784,821 (31 March 2021; 6,784,821) equity shares and 4,864,929 (31 March 2021; 4,864,929) CPDs as on 31 March 2021 in favour of security trustee on behalf of lender.



Independent Auditor's Report on Asset Cover and Compliance with all Covenants as at September 30, 2021 under Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) for submission to Catalyst Trusteeship Limited (the 'Debenture Trustee')

To
The Board of Directors
Renew Akshay Urja Limited
138, Ansal Chamber-II,
Bikaji Cama Place
New Delhi - 110066

1. This Report is issued in accordance with the terms of the service scope letter dated November 02, 2021 and master engagement agreement dated January 03, 2019 and addendum thereto dated January 06, 2020 with Renew Akshay Urja Limited (hereinafter the "Company").
2. We S.R. Batliboi & CO. LLP, Chartered Accountants, are the Statutory Auditors of the Company and have been requested by the Company to examine the accompanying Statement showing 'Asset Cover and Compliance with Covenants' for senior, secured, rated, listed, partially guaranteed, redeemable, non-convertible debentures having face value of Rs. 10,00,000 (Rupees ten lacs only) each, having coupon rate payable quarterly of 8.55%, 8.65% and 8.75% for series 1, series 2 and series 3 respectively aggregating upto Rs. 200,000,000 due on September 30, 2022 (series 1), Rs. 2,065,000,000 due on September 30, 2027 (series 2) and Rs. 4,054,999,712 due on September 30, 2034 (series 3) (hereinafter the "Debentures") as at September 30, 2021 (hereinafter the "Statement") which has been prepared by the Company from the management certified unaudited standalone financial results and other relevant records and documents maintained by the Company as at and for the period ended September 30, 2021 pursuant to the requirements of the Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, (hereinafter the "SEBI Regulations"), and has been initialed by us for identification purpose only.

This Report is required by the Company for the purpose of submission with the Catalyst Trusteeship Limited (hereinafter the "Debenture Trustee") of the Company to ensure compliance with the SEBI Regulations in respect of its Debentures. The Company has entered into an agreement with the Debenture Trustee vide agreement dated September 20, 2017 and addendum thereto dated March 10, 2021 (hereinafter the "Debenture Trust Deed") in respect of such Debentures.

Management's Responsibility

3. The preparation of the Statement is the responsibility of the Management of the Company including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.

4. The Management of the Company is also responsible for ensuring that the Company complies with all the relevant requirements of the SEBI Regulations and for providing all relevant information to the Debenture Trustee and for complying with all the covenants as prescribed in the Debenture Trust Deed entered into between the Company and the Debenture Trustee.

Auditor's Responsibility

5. It is our responsibility to provide limited assurance as to whether:
 - (a) the Company has maintained hundred percent asset cover or asset cover as per the terms of Debenture Trust deed; and
 - (b) the Company is in compliance with all the covenants as mentioned in the Debenture Trust Deed mentioned in part (c) of the Statement as on September 30, 2021.
6. We have performed limited review of the unaudited standalone financial results of the Company for the half year ended September 30, 2021, (hereinafter refer to as the "financial statements"), prepared by the Company pursuant to the requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and issued an unmodified conclusion vide our report dated November 11, 2021. Our review of these financial results was conducted in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India ("ICAI").
7. We conducted our examination of the Statement in accordance with the Guidance Note on Reports or Certificates for Special Purposes issued by the ICAI. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
8. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.
9. Our scope of work did not involve us performing audit tests for the purposes of expressing an opinion on the fairness or accuracy of any of the financial information or the financial results of the Company taken as a whole. We have not performed an audit, the objective of which would be the expression of an opinion on the financial results, specified elements, accounts or items thereof, for the purpose of this report. Accordingly, we do not express such opinion.
10. A limited assurance engagement includes performing procedures to obtain sufficient appropriate evidence on the applicable criteria, mentioned in paragraph 5 above. The procedures performed vary in nature and timing from, and are less extent than for, a reasonable assurance. Consequently, the level of assurance obtained is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, we have performed the following procedures in relation to:
 - a) Arithmetical accuracy of Asset Cover computed in part (b) of the Statement
 - (i) Obtained and read the Debenture Trust Deed and noted that as per the Debenture Trust Deed there is no minimum prescribed asset cover in respect of the Debentures. Further, it has been represented to us that there have been no amendments to the same which can affect computation of the Asset Cover

Ratio and compliance with Other Covenants. We have relied on the same and performed no independent procedure in this regard;

- (ii) Traced the principal amount of the Debentures outstanding as on September 30, 2021 to the management certified unaudited standalone financial results of the Company and unaudited books of account maintained by the Company as on September 30, 2021;
 - (iii) Obtained and read the management certified list of asset cover in respect of the Debentures outstanding as per the Statement. Traced the value of assets from the Statement to the management certified unaudited books of accounts and records of the Company as on September 30, 2021;
 - (iv) Obtained the list of security created in the register of charges maintained by the Company and 'Form No. CHG-1' filed with Ministry of Corporate Affairs ('MCA') dated December 22, 2017. Traced the value of charge created against Assets to the Asset Cover in the attached Statement. Further, we have been represented by the management that there were no modifications to the list of securities created against the Debentures. We have not performed any independent procedures in this regard;
 - (v) Enquired from the management for the list and value of assets placed under lien or encumbrance for the purpose of obtaining any other loan and have been represented by the management that there are no external borrowings other than the Debentures in case of the Company and pledge on assets has not been created by the Company for the purpose other than the Debentures. We examined that for the purpose of calculation of Asset Cover, only the assets which have been pledged for the purpose of the Debentures have been considered;
 - (vi) Examined and tested the arithmetical accuracy of the computation of Asset Cover (included in part (b)) in the Statement. We have relied on the management's computation of Asset Cover and considered the Securities and Exchange Board of India circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/230 dated November 12, 2020;
- b) Computation of Debt Service Coverage Ratio in section (1) of part (c) of the Statement
- (i) Read the terms of the Debenture Trust Deed required to be complied with and noted the method of computation of Debt Service Coverage Ratio defined in the same;
 - (ii) Traced balances of a) Profit after tax, b) Revenue from operations, c) Unbilled revenue, d) Trade receivables, e) Deferred tax, f) Finance cost, g) Depreciation and amortization expense, h) Guarantee Fees and j) Principal repayments made during the period ended on September 30, 2021 to the management certified unaudited standalone financial results of the Company and unaudited books of account maintained by the Company as on September 30, 2021;
 - (iii) Examined and tested the arithmetical accuracy of the computation of Debt Service Coverage Ratio.
- c) Other covenants included in section (2) of part (c) of the Statement:
- Read the terms of Covenants as stated in clause 4, 6 and 11 of the Debenture Trust Deed which are required to be complied with by the Company and ensured the compliances as following;
- (i) For serial no. 1, 2, 3, and 7 we have obtained the details of principal and interest payments during the period ended September 30, 2021 and we observed that all dues under the Debenture Trust Deed have been paid in timely manner;

- (ii) For serial no. 11, we have obtained 'Form No. CHG-1' filed with Ministry of Corporate Affairs ('MCA') dated December 22, 2017 and register of charges of the Company and observed that security has been created for Company's assets as per requirements of the Debenture Trust Deed;
 - (iii) For serial no. 14 and 56, we have obtained the certificate of independent practicing Chartered Accountant from the management and have not performed any other procedures in this regard;
 - (iv) For serial no. 27 and 29, we have obtained the insurance policy documents and observed that security trustee is named as a sole loss payee in insurance contracts;
 - (v) For serial no. 39, we have obtained form PAS 3 and traced date of allotment i.e. September 26, 2017. And obtained letter from National Stock Exchange and traced the listing date i.e. October 13, 2017 and ensured that covenant is complied;
 - (vi) For serial no. 40, the management has provided us a copy of the latest credit ratings reports from the credit rating agencies;
 - (vii) For serial no. 53, obtained the copy of quarterly reports along with email communication submitted to debenture trustee for quarters ended June 30, 2021 and September 30, 2021 and observed that required quarterly reports have been timely submitted;
 - (viii) For clause no. 51 to 54, obtained the email communication submitted to debenture trustee for submission of financial statements for year ended March 31, 2021 and observed that submission has been made in a timely manner;
 - (ix) For serial no. 1, 2, 3, 6, 8, 9, 10, 13, 15 to 20, 22 to 26, 28, 30, 32 to 37, 41 to 45, 52, 54, 55, 57 to 80 we have obtained representation from management that business transactions or activities during the period ended September 30, 2021, have been carried out by Company in compliance with terms of the Debenture Trust Deed. We have relied on management representation and have not performed any further procedure in this regard;
 - (x) For serial no. 4, 5, 12, 21, 31, 38, and 46 to 50, we have obtained representation from management that there is no such event triggering such covenant. We have relied on management representation and have not performed any further procedure in this regard;
 - (xi) For serial no. 81 related to Debt Service Reserve Account, management has provided us with the copy of bank guarantee's and ensured that same satisfies the requirement of the covenant;
- d) With respect to covenants other than those mentioned in paragraph 10(b and c) above, the management has represented and confirmed that the Company has complied with all the other covenants, as prescribed in the Debenture Trust Deed, as at September 30, 2021. We have relied on the same and not performed any independent procedure in this regard.

Basis for Qualified Conclusion

11. The company has not maintained the debt service coverage ratio of 1.15 times as prescribed in the Debenture Trust Deed. Accordingly, the company has not complied with the covenants relating to maintenance of Debt Service Coverage Ratio as stated in section (1) of part (c) and serial no. 10 as given in section (2) of part (c) of the Statement.

Qualified Conclusion

12. Based on the procedures performed by us, as referred to in paragraph 10 above and according to the information and explanations received and management representations obtained, nothing has come to our attention that causes us to believe that:
- a) The Company has not maintained hundred percent asset cover; and
 - b) The Company is not in compliance with all the covenants as mentioned in the Debenture Trust Deed mentioned in part (c) of the Statement as on September 30, 2021, except for the effect of the matter described in the Basis for Qualified Conclusion section of our report relating to Debt Service Coverage Ratio.

Restriction on Use

13. The Report has been issued at the request of the Company, solely in connection with the purpose mentioned in paragraph 2 above and to be submitted with the accompanying Statement to the Debenture Trustee and is not to be used or referred to for any other person. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come. We have no responsibility to update this certificate for events and circumstances occurring after the date of this report

For **S.R. Batliboi & CO. LLP**

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005

per Naman Agarwal

Partner

Membership Number: 502405

UDIN: 21502405AAAACW5038

Place of Signature: Gurugram

Date: 11 November 2021

Statement on Asset Cover and Compliance with all Covenants as at September 30, 2021 under Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) for submission to Catalyst Trusteeship Limited (the ‘Debenture Trustee’)

- a) The listed entity has vide its Board Resolution and information memorandum/ offer document and under Debenture Trust Deed, has issued the following listed debt securities:

| ISIN | Private Placement/ Public | Secured/ Unsecured | Sanctioned Amount |
|--------------|------------------------------|--------------------|-------------------|
| INE558T07016 | Private Placement | Secured | Rs. 100,00,00,000 |
| INE558T07024 | Private Placement | Secured | Rs. 250,00,00,000 |
| INE558T07032 | Private Placement | Secured | Rs. 410,00,00,000 |

- b) **Asset Cover:** As per the Debenture Trust Deed, there is no minimum prescribed Asset Cover in respect of the Debentures. However, Company has computed asset cover ratio, using the method defined in respect of secured debt securities in SEBI circular “SEBI/HO/MIRSD/CRADT/CIR/P/2020/230” dated 12 November 2020, as following:

| Sr. No. | Particulars | Ref. | Amount |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------|
| i. | Total assets available for secured Debt Securities’ - (secured by either pari passu or exclusive charge on assets) (mention the share of Debt Securities’ charge holders) | A | 10,622,025,803 |
| | - Property Plant & Equipment (Fixed assets) - movable/immovable property etc – Net block | A.1 | 7,688,458,802 |
| | - Loans /advances given (net of provisions, NPAs and sell down portfolio), Debt Securities, other credit extended etc | A2 | 1,104,021,000 |
| | - Receivables including interest accrued on Term loan/ Debt Securities etc | A3 | 1,491,170,409 |
| | - Investment(s) | | - |
| | - Cash and cash equivalents and other current/ Non-current assets | A4 | 338,375,592 |
| ii. | Total borrowing through issue of secured Debt Securities (secured by either pari passu or exclusive charge on assets) | B | 6,268,493,306 |
| | - Debt Securities (Provide details as per table below) | | 6,268,493,306 |
| | - IND - AS adjustment for effective Interest rate on secured Debt Securities | | - |
| | - Interest accrued/payable on secured Debt Securities | | - |
| iii. | Asset Coverage Ratio (100% or higher as per the terms of offer document/information memorandum/ debenture trust deed) | (A/B) | 169% |

ReNew Akshay Urja Limited

(Formerly known as ReNew Akshay Urja Private Limited)

CIN: U40300DL2015PLC275651

Corporate Office

ReNew.Hub, Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram – 122009

Tel: +91 124 489 6670, Fax: +91 124 489 6699, Email: info@renewpower.in, Website: www.renewpower.in

Registered Office

138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066, Tel: +91 11 4677 2200, Fax: +91 11 4111 2980

| S. No. | Particulars | | Amount (INR) |
|-----------|----------------------------------------------------------------------------------------------------------------------------|-----------|----------------------|
| A1 | Property Plant & Equipment (Fixed assets) - movable/immovable property etc | A1 | 7,688,458,802 |
| | Property, plant and equipment | | 7,688,458,802 |
| A2 | Loans /advances given (net of provisions, NPAs and sell down portfolio), Debt Securities, other credit extended etc | A2 | 1,104,021,000 |
| | Financial Assets – Loans | | 1,104,021,000 |
| A3 | Receivables including interest accrued on Term loan/ Debt Securities etc | A3 | 1,491,170,409 |
| | Financial Assets – Trade Receivables | | 1,474,986,752 |
| | Financial Assets – Others | | 16,183,657 |
| A4 | Cash and cash equivalents and other current/ Non-current assets | A4 | 338,375,592 |
| | Cash and cash equivalent | | 27,813,353 |
| | Bank balances other than cash and cash equivalent | | 161,300,000 |
| | Prepayments | | 97,820,133 |
| | Other current and non current assets | | 10,737,908 |
| | Inventories | | 7,006,067 |
| | Non-current tax assets (net) | | 33,698,131 |

ISIN wise details

| Sr. No. | ISIN | Facility | Type of charge | Sanctioned Amount (in INR) | Outstanding Amount As on 30-09-2021 (in INR) | Cover Required | Assets Required |
|---------|--------------|---------------------------------|----------------|----------------------------|----------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | INE558T07016 | Non-convertible Debt Securities | Pari-passu | 1,000,000,000 | 200,000,000 | More than 100 % | Immoveable Property, first charge on entire moveable assets, present and future, entire cash flows, receivables, book debts and revenues, entire intangible assets, on all transaction accounts (other than DRR) and all other bank accounts, pledge of 51% of total paid up equity capital of ReNew Solar Power Private Limited |

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| | | | | | | | |
|-------------|--------------|-----------------|------------|----------------|---------------|-----------------|---------------|
| 2. | INE558T07024 | Non-convertible | Pari-passu | 2,500,000,000 | 2,065,000,000 | More than 100 % | Same as above |
| 3. | INE558T07032 | Debt Securities | Pari-passu | 4,100,000,000 | 4,054,999,712 | More than 100 % | Same as above |
| Grand Total | | | | 7,60,00,00,000 | 6,319,999,712 | | |

c) List of Covenants as defined in the Debenture Trust Deed and their compliance status as at and for the period ended September 30, 2021:

1) **Debt service coverage ratio (DSCR) (in times):**

| S no. | Particulars | Sub Total | Total Amount |
|----------|----------------------------------------------------------------------|----------------------|---------------------|
| | DSCR= Net operating Income/Total Debt service | | |
| A | Net operating income: | | |
| | Profit after Tax (including Realised Revenues) (Refer Table 1 below) | (247,754,313) | |
| | Finance Costs | 325,922,950 | |
| | Guarantee Fee | 20,576,081 | |
| | Depreciation and amortization expense (net) | 117,453,466 | 177,874,315 |
| B | Total Debt service: | | |
| | - Finance Cost incurred during the year | 287,599,081 | |
| | - Principal repayments made during the year | 182,459,007 | |
| | - Guarantee Fees | 20,576,081 | 490,634,169 |
| C | Actual Ratio (A/B) | | 0.36 |
| D | Target ratio | | 1.15 |
| E | Result (Complied if C>D; Not Complied if C<D) | | Not Complied |

Remarks: The Company was not able to maintain the Debt Service Coverage Ratio as per the terms of the Debenture Trust Deed for the period ended September 30,2021 solely due to slow recovery from debtors during the year

Table 1 – Computation of Profit after Tax (including Realized Revenues)

| S No. | Particulars | Amount |
|----------|-------------------------------|--------------------|
| A | Profit after Tax | 154,031,790 |
| B | Less: Revenue from operations | (706,087,679) |

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| | | | |
|----------|-------|----------------------------------------------------------|----------------------|
| C | | Realised Revenue | |
| D | | Revenue from operations | 706,087,679 |
| E | Add: | Opening Trade Receivables and unbilled revenue | 1,062,792,660 |
| F | Less: | Closing Trade Receivables and unbilled revenue | (1,503,672,178) |
| G | | Total D to F | 265,208,160 |
| H | Add: | Deferred tax | 39,093,416 |
| I | | Profit after Tax (including Realised Revenues) (A+B+G+H) | (247,754,313) |

2) Covenants as defined in clause no. 4, 6 and 11 of the Debenture Trust Deed:

| S No. | Clause No. | Covenant | Management Response and compliance status. |
|-------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| | 4 | Amount of Debentures and covenant to pay Principal and Interest | |
| 1 | 4.7 | The Issuer covenants with the Debenture Trustee that it shall pay to the relevant Debenture Holders, Interest (at the Interest Rate specified in the Debenture Terms and Conditions) on the Interest Payment Date and pay all the other Redemption Amount on the relevant Payment Date. | Company has paid the Interest and redemption amount on time. |
| 2 | 4.8 | The Issuer covenants with the Debenture Trustee that it shall redeem the Debentures or any part thereof as and when the same fall due for Redemption and pay all the Redemption Amounts on all scheduled Redemption Dates. | Company has paid the redemption amount on time |
| 3 | 4.9 | The Issuer covenants with the Debenture Trustee that it shall comply with all its obligations under this Deed and pay and repay all the monies payable by the Issuer (including any applicable Default Interest, fees and costs and expenses) to the Debenture Trustee and the Debenture Holders pursuant to the terms of this Deed | Company has complied with the covenant. |
| | 6.1 A | Security Covenant | |
| 4 | | (a) Ranking The Security Interests created on the Mortgaged Properties in favour of the Security Trustee hereunder for the benefit of the Debenture Holders shall rank as a | The Company has complied with the covenant. |

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|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | <p>first ranking and <i>pari passu</i> mortgage/ charge <i>inter se</i> the Debenture Holders. All Security to be created in accordance with the terms of the Security Documents for the benefit of the Secured Parties shall rank as a first ranking and <i>pari passu inter se</i> the Secured Parties.</p> <p>(b) No other Charge</p> <p>The Issuer shall not, other than for the purposes of creating Security Interest to secure the Secured Obligations and except as otherwise expressly permitted by this Deed, create or attempt to create any mortgage, charge, lien, pledge, hypothecation, or any other Security Interest upon the Security.</p> <p>(c) No Withdrawal</p> <p>The Issuer shall not, at any time during the continuance of this Deed, withdraw any of the Security from such of the trusts, powers and provisions hereof as exclusively related to the Security.</p> <p>(d) Other Security</p> <p>This Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security Interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Security Trustee may now or at any time hereafter hold or have (or would apart from this Security hold or have) as regards the Issuer or any other Person in respect of the Debentures.</p> <p>(e) Future Property</p> <p>The Issuer hereby covenants that no later than 5 (five) Business Days prior to the acquisition of any interest in any immovable property, the Issuer shall notify the Security Trustee in writing of the proposed acquisition and do all acts including the execution of any deeds,</p> | |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

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| | | | |
|---|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| | | <p>writings, agreements, or any other form of instrument that is/may be required to create a first ranking mortgage over such immovable in favour of the Security Trustee.</p> <p>(f) No Disposal or Withdrawal</p> <p>The Issuer hereby covenants and undertakes that till the Final Settlement Date, the Issuer shall not deal with or dispose off any interest in the Secured Assets or any part thereof in excess of Rs. 10,00,00,000 (Indian Rupees Ten Crores) during the tenor of the Debentures, or otherwise in a manner prejudicial to the interests of the Secured Parties or withdraw any of the Security from the Security Interest created thereon in accordance with the provisions of this Deed and the other Security Documents, except with the prior permission in writing of the Security Trustee, and shall hold the same unto and to the use absolutely for the benefit of the Secured Parties in accordance with the terms of this Deed, the other Debenture Documents and the Counter-Indemnity.</p> | |
| | 6.3.1 | Covenants for Mortgaged Properties | |
| | 6.3.1 | Pursuant to the Debenture Documents and the Counter-Indemnity, and in order to secure the Secured Obligations, the Issuer doth hereby covenants and agrees that it shall comply with the terms and conditions of the Debenture Documents including to pay, perform and discharge all the Secured Obligations in accordance with the Debenture Documents, and the Counter Indemnity and to promptly pay and make good the same without dispute or demur on demand. The Issuer further covenants as follows: | |
| 5 | | <p>(a) the Issuer has neither handed over the possession nor agreed to hand over the possession of the Mortgaged Properties, save and except in case of any Event of Default in accordance with the terms of the Debenture Documents.</p> <p>(b) there are no encumbrances which are currently subsisting on the Mortgaged Properties and that no Security Interest (other than pursuant to this Deed) is</p> | The Company has complied with the covenants. |

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|---|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>subsisting thereon.</p> <p>(c) the priority of the mortgage created over the Mortgaged Properties hereunder will be in accordance with the Inter-creditor Agreement.</p> <p>(d) the Debentures are being issued pursuant to the mortgage over the Mortgaged Properties created under this Deed, which Deed shall be duly registered with the relevant Sub-Registrar of Assurances on the date of execution of this Deed. Further, the Issuer shall complete the necessary filings with the Registrar of Companies, for the purposes of recording the mortgage being created in terms hereof, within a period of 30 (thirty) days from the date of execution hereof.</p> | |
| | 11.1 | Affirmative Covenant | |
| | 11.1 (a) | Corporate covenants | |
| 6 | (i) | The Issuer shall carry out and conduct its business with due diligence and efficiency and in accordance with good industry practice and in compliance with Applicable Law and its constitutional documents. | The Management of the Company believes in conducting its business and operations with utmost diligence and adherence with the applicable laws of the land and well within the boundaries of its constitutional documents in accordance with established corporate governance and industry practices. |
| 7 | (ii) | The Issuer will not do or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the Interest (including Default Interest, where applicable), Principal Amount or any other amounts under the Debentures might or would be hindered or delayed; | The Management closely monitors the day to day operations to anticipate and mitigate any unforeseen event which could lead to a condition which may impact the ongoing business/operations of the Company and timely gives its best efforts and attention to control/handle such unforeseen events. |

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| | | | |
|----|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | The Company has been maintaining its record of timely payments of the due amounts (Interest and part principal) as agreed under the Debenture documents which also tend to reflect its commitment towards its obligations and strong financial position. |
| | 11.1 (b) | Approvals- The Issuer shall | |
| 8 | (i) | obtain, comply with and do all that is necessary to maintain the Approvals in full force and effect; and | The Company has complied with the covenant. |
| 9 | (ii) | <p>supply certified copies to the Debenture Trustee of all necessary Approvals:</p> <p>(A) required to enable it to perform its obligations under the Debenture Documents;</p> <p>(B) to ensure the legality, validity, enforceability or admissibility of the Debenture Documents as evidence in India; and</p> <p>(C) to enable it to carry on its business as it is being conducted from time to time if failure to obtain, comply with or maintain any such Approval has a Material Adverse Effect.</p> | The Company has all the approvals in place to conduct its business and operations and always tend to keep the requisite approvals renewed, if required well before the timelines/due dates. The Company had time and again provided all the necessary approvals as may be requested/required by the Debenture Trustee. Further, the Debenture Documents are legal, valid, enforceable or admissible as on date. Till date no such event has occurred which could have a Material Adverse Effect on the financial conditions, business, operations or capabilities of the Company to operate the Project or to fulfil or satisfy its obligations under the Debenture documents. |
| | 11.1 (c) | Debenture Documents | |
| 10 | (i) | The Issuer shall comply in all respects with the provisions of the Debenture Documents. | The Company has complied with the conditions and provisions of Debenture Documents except for debt service coverage ratio mentioned in Section (c) Part 1 |

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| | | | solely due to slow recovery of debtors during the current period |
| 11 | (ii) | The Issuer shall ensure that the Security created pursuant to each Security Document shall have the ranking it is expressed to have under such Security Document and the Inter-creditor Agreement and that each of the Security Documents is maintained in full force and effect. | The Company has created security as per the security document and Inter Creditor Agreement and each of the Security Documents is maintained in full force and effect. |
| 12 | (iii) | The Issuer covenants that there are no agreements or instruments, which have been executed by the Issuer/or the Sponsor which have the effect of amending or modifying the Debenture Documents and the Counter-Indemnity. | The Company or sponsor has not executed any agreements or instruments, which have the effect of amending or modifying the Debenture Documents and the Counter-Indemnity. |
| 13 | (iv) | The Issuer shall ensure that the validity and enforceability of the Security is maintained and shall take all steps necessary, including executing further documents, for this purpose. | The Company has ensured that the validity and enforceability of the Security is maintained and shall take all steps necessary, including executing further documents, as may be required, for this purpose |
| | 11.1 (d) | Use of Proceeds | |
| 14 | | The Issuer shall use the proceeds of the issue of the Debentures only towards repayment of Existing Debt. | The Company had used the proceeds of the issue of the Debentures only towards repayment of Existing Debt. |
| | 11.1 (e) | Maintenance of Books, Secured Assets:- the issuer shall | |
| 15 | (i) | maintain and keep in proper order, repair and in good condition the Secured Assets and its other assets (including Project assets) | The Company has maintained and kept in proper order, repair and in good condition the Secured Assets and its other assets (including Project assets) |
| 16 | (ii) | keep all its properties, monies received by the Issuer thereof and all documents subject to the Security Interest created under the respective Security Documents distinguishable, and shall hold them as and shall deal with | The Company has complied with the covenant. |

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| | | them only as provided under the Debenture Documents and the Counter-Indemnity and the Issuer shall not create any Security Interest upon or over the same nor suffer any such Security Interest or any attachment or distress to affect the same nor do or allow anything that may prejudice the Security and the Debenture Trustee and/or the Security Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Security and to maintain the same undiminished and claim the reimbursement thereof, and secure such reimbursement under DTD; | |
| 17 | (iii) | take or cause to be taken all action required to maintain and preserve the Security under the Security Documents and shall ensure at all times that the claims of the Secured Parties rank in accordance with the terms of the Inter-creditor Agreement. The Issuer shall from time to time execute or cause to be executed any and all further instruments and register and record such instruments in all public and other offices in order to create and maintain valid, perfected and enforceable Security of first priority and ranking over the Secured Assets pursuant to the respective Security Documents; | The Company has duly maintained the security as agreed under the Debenture documents. Further, have also created respective charge on such securities and duly registered the same with the Registrar of Companies. |
| 18 | (iv) | take, or cause to be taken, all action necessary to cause the Project Documents and the renewal or replacement agreements to be or become part of the Security under the Security Documents (whether by amendment to the Security Documents or otherwise). The Issuer shall use its reasonable endeavours to cause each Person (other than itself) party to each additional Project document entered into by the Issuer to execute and deliver to the Debenture Trustee a consent to such Security Interest in writing, which consent shall be in form reasonably acceptable to the Debenture Trustee; | The Company has complied with the covenant. |
| 19 | (v) | keep registers and books of account as required by the Act and in accordance with GAAP and applicable accounting practices, and therein make true and proper entries of all dealings and transactions of and in relation to the properties and the business of the Issuer; | The Company maintains its books of accounts and registers as per the applicable provisions of the Companies Act, 2013, Accounting Principles and Standards, including any other applicable provisions and get it audited within statutory timelines |

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| | | | as required under the applicable laws. |
| 20 | (vi) | permit representatives of the Debenture Trustee, the Guarantors (at the expense of the Issuer, including travel costs and expenses) to visit with prior notice and inspect its offices, properties (including the Secured Assets) and the Project to carry out technical, financial and legal inspections; to examine the Issuer's books of records, account and documents; to make copies therefrom; and to discuss the Issuer's affairs, finances and accounts with the Issuer's principal officers, engineers and auditors (and by this provision the Issuer authorises such auditors to discuss its affairs, finances and accounts), at all times during the term of the Debentures as such representative may desire. The Issuer shall at all times cause a complete set of the original Project plans and Project specifications and drawings (and all supplements thereto) to be maintained and available for inspection by such representatives; | The Company has complied with the covenant as per requirements |
| 21 | (vii) | provide the Debenture Trustee a copy of each additional Project document promptly after the execution thereof certified by an authorised officer of the Issuer as being true, correct and complete and in full force and effect; | No additional project has been undertaken by the Company. |
| 22 | (viii) | keep all properties and all equipment and fittings thereon or therein in a good state of repair and condition; and | In order to make the plant running smoothly and efficiently at all times the Company do keeps all its properties, equipment's and fittings in good state of repair and condition. |
| 23 | (ix) | unless contested in good faith, pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when the same shall become payable and, when required by the Debenture Trustee produce the receipts of such payment and make regular tax filings. | The Company has always made the payments towards all the dues including but not limited to statutory, non-statutory, regulatory etc. to keep the business/operations running smoothly. The Company will provide the requisite receipts of such payments and tax filings as |

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| | | | and when requested by the Debenture Trustee. |
| | 11.1 (f) | Control | |
| 24 | (i) | The Issuer shall ensure and procure that RPVPL shall hold at least 51% (fifty-one percent) of the total issued, voting and paid up equity share capital of RSPPL and have and retain control in RSPPL till the Final Settlement Date; and | RPPL holds 100% of the total issued, voting and paid up equity share capital of RSPPL and retains control in RSPPL |
| 25 | (ii) | The Issuer shall ensure and procure that RSPPL shall hold at least 51% (fifty-one percent) of the total issued, voting and paid up equity share capital of the Issuer and have and retain control in the Issuer till the Final Settlement Date. | RSPPL holds 100% of the total issued, voting and paid up equity share capital of the Company and retains control in the Company. |
| | 11.1 (g) | Subordination of Capex Creditors | |
| 26 | | The Issuer shall ensure that its obligation to Group Capex Creditors providing facilities for capital expenditure shall remain subordinated to the Debentures and the Secured Obligations till the Final Settlement Date and that such Group Capex Creditors' right to call an event of default with respect to the Issuer shall be exercised only with without the prior written approval of the Debenture Trustee and the Guarantors. Any payment to the Group Capex Creditors shall be paid in accordance with the Cash Flow Waterfall mechanism under the Trust and Retention Account Agreement. The Issuer shall obtain the Group Capex Creditor Undertaking to this effect, to the satisfaction of the Debenture Trustee, on or prior to the Deemed Date of Allotment. | The Company has complied with the covenant. |
| | 11.1 (h) | Insurance | |
| 27 | (i) | The Issuer shall at its cost and expense, purchase and maintain by re-instatement or otherwise, adequate Insurance Contracts. | The Company has complied with the covenant. |
| 28 | (ii) | Upon failure of the Issuer to obtain or maintain such Insurance Contracts, the Issuer agrees that the Security Trustee will have the right (but not an obligation) to obtain or maintain such Insurance Contracts at the expense of the Issuer. The Issuer shall provide copies of all Insurance Contracts notifying the maintenance of adequate insurance | Not applicable as the Company has maintained adequate insurance cover. |

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| | | in relation to the Project and the Secured Assets to the Security Trustee. | |
| 29 | (iii) | The Issuer hereby irrevocably agrees and confirms that it shall cause the Security Trustee to be named as the sole loss payee under each Insurance Contract obtained by the Issuer and to provide a copy of each such Insurance Contract to the Security Trustee on a date no later than 60 (sixty) days from the Deemed Date of Allotment reflecting the Security Trustee as the loss payee and in respect of each Insurance Contract effected or coming into existence after the date of this Deed, within 15 (fifteen) Business Days after the effect or coming into existence of such Insurance Contract. Further, each such Insurance Contract shall contain a clause that such Insurance Contract shall not be vitiated or avoided against a loss payee or assignee as a result of any misrepresentation, act or omission or any event beyond the control of the Issuer. | The insurance contracts duly cover the Debenture Trustee/Lenders and duly safeguards the rights of the Debenture Trustee/Lender in the event of any mishaps. The Company duly provides the copies of the Insurances reflecting the Security Trustee/Lender as the loss payee and covers the loss payee general clauses as applicable. |
| 30 | (iv) | Upon obtaining the Insurance Contracts, the Issuer shall not do anything or permit anything to be done or not done which could adversely affect the insurance cover provided by the Insurance Contract and shall promptly pay premiums and do all things necessary (including without limitation renewing the Insurance Contract from time to time) to maintain the Insurance Contracts till the Final Settlement Date. | The Company has never done such things which could adversely affect the insurance cover and have paid the premiums as and when due to avoid any situation of non-insurance/under insurance and/or escalations in premium costs. Further, the Company has duly maintained in the past and intends to maintain the Insurance contracts till the Final Settlement Date. |
| 31 | (v) | The Issuer and/or the Security Trustee (in its capacity as the sole loss payee under the Insurance Contracts) shall cause any and all proceeds from each Insurance Contract to be directly credited to or deposited into the Trust and Retention Account. Provided however that unless otherwise agreed by the Security Trustee in writing, the insurance proceeds so received shall be promptly applied by the Issuer towards repair, renovation, restoration or reinstatement of the Project assets or any part thereof which may have been damaged or destroyed. The Issuer shall carry out such repair, renovation, restoration or re- | These covenants will trigger as and when there would be any claims in the policies. The Company will take all necessary actions as may be required in consultation with the Debenture Trustee and may request for any written approval as may be required as per the then circumstances. |

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| | | instatement to the extent possible in such manner that the Project assets after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted. | |
| 32 | (vi) | Within 7 (seven) Business Days after the effective date of any new or renewed Insurance Contract, the Issuer shall submit to the Security Trustee (a) a certificate, from the Issuer's authorised officer indicating the properties insured, the type of insurance, amounts and risks covered, names of the beneficiaries, expiration dates, names of the insurers and special features of the Insurance Contracts in effect on the date of such certificate, such Insurance Contracts to be in form and substance, and issued by companies, satisfactory to the Security Trustee, and (b) copies of such Insurance Contract. | The Company has complied by sharing insurance contracts |
| 33 | (vii) | Within 7 (seven) Business Days after the close of each Fiscal Year, the Issuer shall furnish to the Secured Parties, a report describing: (a) any changes to the coverage offered by the Insurance Contracts since the last such report; (b) any claims made thereunder; (c) the status of any such claims; and (d) whether insurance premiums then due and payable by the Issuer have been paid. | The Company has complied as per requests by secured parties |
| 34 | (viii) | The provisions of this Clause 11.1(f) shall be deemed to be supplemental to, but not duplicative of, the provisions of any of the other Security Documents that require the maintenance of insurance. In the event that any Insurance Contract whatsoever is purchased, taken or otherwise obtained by the Issuer with respect to the Project other than as required hereunder or if not properly assigned or endorsed to the Security Trustee as the loss payee or beneficiary as required, such insurance shall be considered assigned hereunder to the Security Trustee with the right of the Security Trustee to make, settle, compromise and liquidate any and all claims thereunder, without prejudice to the exercise of any other rights and remedies that the Security Trustee may have under any of the other Debenture Documents, or under any Applicable Law now or hereafter in force. | It's an enabling covenant. All the existing policies have covered the Debenture Trustee/Lender as Loss payee. |

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| | 11.1 (i) | Arrangements for Working Capital | |
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| 35 | (i) | The Issuer shall make arrangements for and maintain adequate working capital facilities for a sum of Rs. 40,00,00,000 (Indian Rupees Forty Crore) ("Working Capital Facility") on terms and conditions to the satisfaction of the Debenture Trustee and the Guarantors. The Issuer will ensure that the Working Capital Facility is available no later than within 3 (three) months of the Deemed Date of Allotment. The Issuer shall furnish letters from the lenders of the Working Capital Facility with the details of the working capital arrangement that are entered into by it to the Debenture Trustee | The Company has complied with the covenant. The working capital was arranged as Unsecured Loan which was received from RPPL. |
| 36 | (ii) | The Issuer shall ensure that the Working Capital Facility will not be secured by: (a) any Security Interest over any of the reserve accounts/amounts stipulated under this Deed, including the (1) ALRA (2) IRR (3) Cash Trap Sub-Account, (4) Debt Service Reserve Sub-Account, (5) DRR; (b) the Pledged Shares and (c) the Guarantee. | The Company has complied with the covenant. |
| | 11.1 (j) | Other- The issuer shall | |
| 37 | (i) | comply with all the provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the Act, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2014, the Companies (Share Capital and Debentures) Rules, 2014, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the simplified listing agreement issued in terms of notification bearing number SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009, issued by the SEBI, as amended from time to time, the guidelines issued by RBI dated June 23, 2010 and bearing number IDMD.DOD.10 /11.01.01(A)/2009-10 (Issuance of Non-Convertible Debentures (Reserve Bank) Directions, 2010) (as amended from time to time) and/or any other notification, circular, press release issued by the | The Company duly complies with the applicable laws whether it relates to the Companies Act, 2013 read with Rules thereunder or SEBI (DT) Regulations, SEBI (LODR) Regulations etc. and the covenants and conditions as laid under the Debenture Documents. |

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| | | <p>SEBI from time to time in relation to and as applicable to the transactions proposed in terms of the Debenture Documents and/or other applicable statutory and/or regulatory requirements, in each case to the extent applicable to the Issuer (hereinafter collectively referred to as, the "Guidelines").</p> <p>Notwithstanding anything to the contrary contained in this Deed and the other Debenture Documents, the Parties hereby agree, confirm and undertake that in case there is any repugnancy, inconsistency or conflict between the terms and conditions mentioned in the Debenture Documents and the provisions of the Guidelines, the provisions as contained in the Guidelines shall prevail and override the provisions of the Debenture Documents.</p> | |
| 38 | (ii) | promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. | Till date no grievances have been made by any Debenture Holders. However, the Company always intend to promptly and expeditiously redress the grievances, if any raised in future. |
| 39 | (iii) | procure that the Debentures are listed on NSE and shall take all necessary steps for completion of the same within 20 (twenty) days from the Deemed Date of Allotment. | The Debentures were listed within 20 days from the deemed date of allotment. |
| 40 | (iv) | at its own cost, get the Debentures rated by at least 2 (two) of the Credit Rating Agencies before the Deemed Date of Allotment and thereafter the credit rating should be maintained till the Final Redemption Date in accordance with clause 8 of Schedule III and furnished to the Debenture Trustee at least at annual intervals or such other time period as may be specified by the Debenture Trustee. Every rating of the Debentures obtained by the Issuer shall be periodically reviewed by the Credit Rating Agencies and any revision in the rating shall be promptly disclosed by the Issuer to the stock exchange(s) where the Debentures are listed. | <p>The Company has at all times kept 2 (two) Credit Rating as per the covenants.</p> <p>Following are the current Credit Ratings:</p> <p>CARE AA (CE) issued by CARE Ratings Limited</p> <p>IND AA+ (CE) issued by India Ratings and Research Private Limited</p> |

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| 41 | (v) | in accordance with the provisions of the Offer Letter, allot the Debentures and continue to observe and act in accordance with the terms of Debentures as set out in the Offer Letter and in the other Debenture Documents. | The Company has duly allotted the debentures as per the provisions of the Offer letter/Debenture Documents and have duly complied with the terms as laid under the said documents. |
| 42 | (vi) | ensure that, at all times, long term PPAs are in place for supply of power from the Project which are adequate to provide sufficient cash flows for the Issuer to service all its Financial Indebtedness and its obligations under the Guarantee Agreement and Counter-Indemnity, and the same are in full force and effect. | Company has ensured that, at all times, long term PPAs are in place for supply of power from the Project which are adequate to provide sufficient cash flows for the Company to service all its Financial Indebtedness and its obligations under the Guarantee Agreement and Counter-Indemnity, and the same are in full force and effect |
| 43 | (vii) | at all times, comply with all material covenants agreed to be complied with in respect of Project Documents. | It's an enabling covenant, though the Company at all times ensures to be duly complied with the terms of the project documents. |
| 44 | (viii) | reimburse all reasonable sums paid or reasonable expenses incurred by the Debenture Trustee, attorney, manager, agent or other Person appointed by the Debenture Trustee for all or any of the purposes mentioned in these presents within 15 (fifteen) days of receipt of a notice of demand from them in this behalf and all such sums shall carry Default Interest as prevailing from time to time, from the expiry of 15 (fifteen) days of receipt of such notice of demand and as regards liabilities, the Issuer will, on demand, pay and satisfy or obtain the releases of such Persons from such liabilities and if any sum payable under these presents shall be paid by the Debenture Trustee, the Issuer shall, no later than 15 (fifteen) days of demand, reimburse the same to the Debenture Trustee and until payment or reimbursement of all such sums, the same shall be a charge upon the properties in priority to the charge securing the Debentures. | The Company duly reimburses all reasonable sums or reasonable expenses incurred by the Debenture Trustee as and when raised by the Debenture Trustee |

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| | 11.2 | <u>Information Covenants-</u> | |
| 45 | 11.2 | The Issuer shall, as soon as possible but not later than 5 (five) Business Days (unless otherwise specified) from the occurrence of any of the events set out below: | No material adverse event has occurred |
| 46 | (a) | inform the Debenture Trustee if it has notice of any event which constitutes an Event of Default or a Material Adverse Effect, specifying the nature of such Event of Default or Material Adverse Effect and any steps the Issuer has taken or proposes to take to remedy the same | No event of default has occurred. |
| 47 | (b) | inform the Debenture Trustee if the Sponsor has taken or consented to take any action towards its reorganisation; | No such event has occurred. |
| 48 | (c) | promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up is given to the Issuer under the Act or otherwise of any suit or other legal process intended to be filed or initiated against the Issuer and affecting title of the Issuer to its properties or if a Receiver is appointed of any of its properties or business or undertaking; | No such event has occurred |
| 49 | (d) | promptly inform the Debenture Trustee if it has notice of any pending or threatened litigation which may result in a material liability against the Sponsors; | No such event has occurred |
| 50 | (e) | promptly inform the Debenture Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Issuer's profits or business and the reasons thereof | No such event has occurred |
| 51 | (f) | promptly inform the Debenture Trustee of any loss or damage, which the Issuer may suffer due to Force Majeure Events against which the Issuer may not have insured its properties; | No such event has occurred |
| 52 | (g) | promptly inform the Debenture Trustee of any change in its name, any change in the composition of its Board of Directors or change in the conduct of its business prior to such change being effected; | The Company has complied with the covenant. |

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| 53 | (h) | <p>submit to the Debenture Trustee:</p> <p>(i) within 60 (sixty) days from the end of each Fiscal Quarter, its unaudited quarterly management information reports, including profit and loss, balance sheet and cash flow statements and a comparison with the previous year's performance for that Fiscal Quarter; and</p> <p>(ii) within 180 (one hundred and eighty) days from the end of each Fiscal Year, its duly audited annual accounts (including profit and loss statement, balance sheet and cash flow statement) for that Fiscal Year;</p> <p><i>Provided that:</i></p> <p>(A) each set of financial statements delivered by the Issuer pursuant to this Clause 11.2(e) shall be certified by a director of the Issuer as fairly representing its financial condition as at the date on which those financial statements were drawn up;</p> <p>(B) the Issuer shall procure that each set of its financial statements delivered pursuant to this Clause 11.2(e) is prepared using GAAP; and the Issuer shall not change its Fiscal Year or methodology for preparing financial statements without the written consent of the Debenture Trustee, unless required by Applicable Law;</p> <p>(iii) within 15 (fifteen) days from the date of issue or receipt, a copy of all notices/certificate/reports issued to or received from the Auditors; and</p> <p>(iv) copies of all communication/reports/information submitted to the Existing Lenders;</p> | <p>The Company has been regularly submitting the financials to debenture trustee as per applicable provisions.</p> |
| 54 | (i) | <p>provide to the Debenture Trustee such further information regarding the financial condition, business and operations of the Issuer as the Debenture Trustee may reasonably request;</p> | <p>The Company has complied as per requests if any.</p> |

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| 55 | (j) | provide to the Debenture Trustee notice of any change in authorised signatories of the Issuer signed by a director or company secretary of the Issuer accompanied by specimen signatures of any new authorised signatories; | The Company has complied with the covenant. |
| 56 | (k) | forward the details of utilisation of funds raised through the issue of Debentures duly certified by an independent practicing chartered accountant, to the Debenture Trustee within 60 (sixty) Business Days from the Deemed Date of Allotment | The Company has complied with the covenant. |
| 57 | (l) | furnish reports to the Debenture Trustee within 30 (thirty) Business Days from the end of each Fiscal Quarter containing the following particulars: <ul style="list-style-type: none"> (i) updated list of the names and addresses of the Debenture Holders; (ii) details of any payment due, but unpaid and reasons thereof; (iii) the details and nature of grievances received from the Debenture Holders and resolved (if at all) by the Issuer; (iv) confirmation that it is in compliance with any directions given by the Debenture Trustee; and (v) details of the shareholding pattern of the Issuer and the names of directors; and | The Company has complied with the covenant. |
| 58 | (m) | upon the request of the Debenture Trustee such documentation and other evidence as is reasonably requested by the Debenture Trustee (including on behalf of any prospective new Debenture Holders) in order for such Debenture Holders or any prospective new Debenture Holders to conduct any "know your customer" or other similar procedures under Applicable Law; | The Company has complied with the covenant. |
| | 11.3 | Information to Debenture Holders | |
| 59 | | The Debenture Trustee shall, immediately but in any event within 5 (five) Business Days upon receipt of all information and documents submitted by the Issuer under Clause 11.2 and otherwise pursuant to the terms of this | Not applicable as it applicable to the compliance of debenture trustee. The Company has |

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| | | Deed, forward all such information and documents to each of the Debenture Holders. | provided all the information to Debenture Trustee on time. |
| | 11.4 | Negative Covenants- | |
| | 11.4 | The Issuer hereby covenants with the Debenture Trustee that till the Final Settlement Date, it shall comply with the following covenants, except with the prior written approval of the Debenture Trustee | |
| 60 | (a) | The Issuer shall not contract, create, incur, assume or suffer to exist any Debt or Financial Indebtedness (including providing any guarantees to or for the benefit of any entity) except (i) in accordance with the Debenture Documents; and (ii) loans being provided by the Sponsor, provided such loans are subordinated to the Secured Obligations and that both principal and interest amount payable in relation to such loans are due for repayment/payment after the Final Settlement Date. Provided further that, subject to the prior written approval of the Debenture Trustee and the Guarantors, unless otherwise permitted under the terms of the Trust and Retention Account Agreement, the Issuer would be permitted to repay any unsecured, subordinated debt from the Sponsor at any time. | The Company does not have any other security created/charged on the assets/properties of the Company. Further, the Company duly complies with all the covenants |
| 61 | (b) | The Issuer will neither permit nor give effect to the withdrawal/ reduction/ repayment of any Equity contributed/ provided by the Sponsors prior to the date of this Deed. | The Company has complied with the covenant. |
| 62 | (c) | The Issuer shall not make any Restricted Payments except upon satisfaction of Restricted Payment Conditions. The Issuer will provide the Debenture Trustee 45 (forty five) Business Days' notice of its intent to make a Restricted Payment and shall submit evidence to the satisfaction of the Debenture Trustee that the Restricted Payments Conditions are satisfied and that any issues raised by the Debenture Trustee have been addressed to its satisfaction. If the Debenture Trustee does not respond to the Issuer's request within the said 45 (forty five) Business Days' notice period, then the Debenture Trustee shall be deemed to have provided approval for such Restricted Payment. <i>Provided that</i> with respect to the repayment of any | The Company has complied with the covenant. |

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| | | subordinated debt contributed by the Sponsor to meet cash flow mismatches / shortfalls of the Issuer, the Issuer such Restricted Payment is not made more than twice in any Fiscal Year. | |
| 63 | (d) | The Issuer shall not incur expenditures or commitments for expenditures for fixed or other non-current assets, or undertake any expenditure except as contemplated in the Base Case Business Plan (including budgeted statements of income and sources and uses of cash including maintenance capital expenditure plan and balance sheets as set out in the Base Case Business Plan) prepared by the Issuer and as duly approved by the relevant Secured Parties and accompanied by a statement of the director of the Issuer to the effect that, the relevant Base Case Business Plan is a reasonable estimate for the period covered thereby. | The Company has complied with the covenant as no capex done from project cashflows |
| 64 | (e) | The Issuer shall not permit any deviations of more than 10% (ten per cent) from the estimated costs and expenses set out in the Base Case Business Plan in any Fiscal Year, without obtaining the prior written approval of the Debenture Trustee. The Issuer shall submit evidence every Fiscal Quarter to the Debenture Trustee to its satisfaction, showing the Issuer's compliance with the Base Case Business Plan for that Fiscal Quarter. | The Company has complied with the covenant. |
| 65 | (f) | In case at any time before the Final Settlement Date, any O&M is performed by a Sponsor, or an Affiliate of the Issuer or Sponsors, then any excess O&M expenses over and above the budgeted amounts as per the Base Case Business Plan will be provided for from the Surplus Account post confirmation by the Debenture Trustee of the satisfaction of no Cash Trap Triggers and compliance with the Restricted Payment Conditions. | The Company has complied with the covenant. |
| 66 | (g) | The Issuer shall not, (a) carry on any business or activity other than in connection with the completion or operation of the Project or as permitted under the Debenture Documents; or (b) undertake any new project, expansion or acquisition or make any investment, take assets on lease, incur capital expenditure except for replacement/other capital expenditure, in relation to the | The Company has complied with the covenant. |

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| | | Project. | |
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| 67 | (h) | <p>The Issuer shall not:</p> <ul style="list-style-type: none"> (i) wind up, liquidate or dissolve its affairs; (ii) alter its the shareholding pattern or capital structure, unless otherwise permitted under this Deed or the other Debenture Documents; (iii) convey, sell, lease let or otherwise dispose of (or agree to do any of the foregoing at any future time) all or any part of its property or assets other than Permitted Disposals; (iv) purchase or otherwise acquire (in one or a series of related transactions) any part of the property or assets of any Person, (excluding purchases or other acquisitions of inventory or materials or capital expenditures, which are permitted under the Debenture Documents or provided for in the applicable Quarterly Budget); or (v) undertake or permit any merger, consolidation, reorganization scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. | <p>The Company has not done nor intend to do any activities which are referred except the exceptional/ conditional activities as mentioned therein. Further, if in case of any intention to do any of such activities which requires prior permission or approval from the Debenture Trustee under the Debenture documents, the company will surely procure such permission/approval prior to undertaking any such activities.</p> |
| 68 | (i) | <p>Other than the Security on the Project Documents contemplated under this Deed, the Issuer will not enter into or permit the assignment of its rights or obligations under any Project Document.</p> | <p>Company has not entered into or permitted the assignment of its rights or obligations under any Project Document.</p> |
| 69 | (j) | <p>The Issuer shall not otherwise than in the ordinary course of business, enter into any additional contracts or enter into any guarantee, partnership, profit-sharing or other similar arrangement whereby the Issuer's income or profits are, or might be, shared with any other Person, or enter into any management contract or similar arrangement whereby its business or operations are managed by any other Person other than any process licensing or other licensing agreements or arrangements. <i>Provided that</i>, excluding the shares pledged by the Sponsor under the Pledge Agreement, the Sponsor and or any other shareholder of the Issuer shall at all times have the right to pledge the remaining shares in the Issuer to any third</p> | <p>Company has not undertaken any such activities.</p> |

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| | | party. | |
| 70 | (k) | The Issuer will not: (i) amend or modify its constitutional documents except as may be required by Applicable Law or which does not have a Material Adverse Effect or adversely impact or reasonably be expected to adversely impact the priority or validity of the Security Interests created for the benefit of the Secured Parties or the payment obligations of the Issuer towards the Debenture Holders or the Debenture Trustee; (ii) change its Fiscal Year or materially change its accounting practices and systems, unless required by Applicable Law; (iii) change the nature or scope of the Project; (iv) modify, replace or consent to replace or terminate any Project Document; (v) assign or otherwise dispose of any of its interests, or exercise any option which could affect the implementation and operation of the Project; or (vi) terminate, amend or assign any Debenture Document. | The Company has not undertaken any such activities. |
| 71 | (l) | The Issuer shall not take any action/ commit any omission and/ or allow any action to be taken/ any omission to be committed which would be result terminating or revoking or cancelling or making void, invalid or ineffective of any of the Project Documents or Approvals. | The Company has not undertaken any such activities. |
| 72 | (m) | The Issuer shall not, and shall not agree to, create, incur, assume or suffer to exist any Security Interest upon or with respect to any property, revenues or assets (real, personal or mixed, tangible or intangible) of the Issuer, whether now owned or hereafter acquired other than the Security Interest created pursuant to this Deed and the other Security Documents. | The Company has not undertaken any such activities. |
| 73 | (n) | The Issuer shall not lend money or credit or make deposits with or advances (other than deposits or advances to its employees or in relation to the payment for goods and equipment as required or permitted by the Project Documents in the ordinary course of business or in accordance with the Debenture Documents) to any Person, or purchase or acquire any stock, shares obligations or securities of, or any other interest in, or make any capital contribution to, or acquire all or substantially all of the assets of any other Person, or make any investments or acquisitions except that the Issuer may invest in Permitted | The Company has not undertaken any such activities. |

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| | | Investments in accordance with this Deed or as may agreed to in the Trust and Retention Account Agreement. The Issuer shall not open any bank account other than those agreed to in the Trust and Retention Account Agreement. | |
| 74 | (o) | Save as provided in the Debenture Documents, the Issuer shall not enter into any transactions with any Person other than as contemplated therein and other than on an arm's length basis in the ordinary course of business. | The Company has undertaken related party transactions as appearing in the financials in ordinary course of business and on arms length basis. |
| 75 | (p) | The Issuer shall not Abandon or agree to Abandon the Project. | The Company has not Abandoned or agreed to Abandon the Project. |
| 76 | (q) | The Issuer shall not use, maintain, operate, occupy or grant any rights in respect of the use, maintenance, operation or occupancy of any portion of the Project for any purpose which: <ul style="list-style-type: none"> (i) <i>is dangerous or would pose a hazard to the environment, health or safety, unless safeguarded as required by Applicable Law;</i> (ii) <i>violates any Applicable Law which may constitute a nuisance or which has a Material Adverse Effect; or</i> (iii) <i>is other than for the intended purpose thereof in the operation and maintenance of the Project in accordance with the Project Documents.</i> | The Company has not undertaken any such activities |
| 77 | (r) | The Issuer shall not commit any act which has a Material Adverse Effect. | The Company has not committed any act which has a Material Adverse Effect. |
| 78 | (s) | The Issuer shall not agree, authorise or otherwise consent to any proposed settlement, resolution or compromise of any litigation, arbitration or other dispute with any Person if such proposed settlement, resolution or compromise constitutes a Material Adverse Effect. | Not applicable as no such event occurred. |
| 79 | (t) | Other than as required under Applicable Law, the Issuer shall not make any change to its practice with regard to remuneration, sitting fees, other fees and expenses of | Not Applicable as there is no event of default. |

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| | | directors of the Issuer and that the directors of the Issuer shall not, be paid any commission for any reason whatsoever on the occurrence and continuance of an Event of Default. | |
| 80 | (u) | The Issuer shall not make any material change in its managerial/management structure. | The Company has not made any material change in its managerial/management structure |
| | 14 | DEBT SERVICE RESERVE ACCOUNT | |
| 81 | | The Issuer hereby agrees and undertakes that until the Final Settlement Date, an amount equivalent to Rs. 50,00,00,000 (Indian Rupees Fifty Crores) shall be maintained in the Debt Service Reserve Account, which amount shall, subject to the terms of the Trust and Retention Account Agreement, be increased to Rs. 57,50,00,000 (Indian Rupees Fifty Seven Crores and Fifty Lakhs) upon the expiry of a period of 3 (three) years after the First Deemed Date of Allotment (the "Debt Service Reserve Amount"). The Issuer shall have the option to replace the Debt Service Reserve Amount with a bank guarantee from a scheduled commercial bank with a long term rating of at least AA from at least one of the rating agencies – India Ratings, CRISIL and ICRA, as acceptable to the Debenture Trustee and the Guarantors, in accordance with the terms of the Trust and Retention Account Agreement. The bank providing such guarantee will not have recourse to the Issuer's cash-flows, assets or the Project. | The Company has maintained DSRA as mandated in the Debenture trust deed. |

For ReNew Akshay Urja Limited

 Authorised Signatory
 Name:

ReNew Akshay Urja Limited

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