

24<sup>th</sup> May, 2024

To,  
The Manager  
Listing Department- Wholesale Debt Market  
The National Stock Exchange of India Limited  
Exchange Plaza, 5<sup>th</sup> Floor,  
Bandra Kurla Complex, Bandra (E)  
Mumbai-400 051

Dear Sir/ Madam,

**Subject: Information pursuant to Regulation 54(2) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Please find below the information pursuant to Regulation 54(2) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 regarding extent and nature of security created with respect to the secured listed Non-Convertible Debt Securities.

- 1) a first pari passu mortgage and charge of entire immovable properties of the Company (including mortgage of leasehold rights for leasehold land), both present and future.
- 2) a first pari passu charge by way of hypothecation of entire movable properties of the Company, both present and future, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, and all other movable properties of whatsoever nature;
- 3) a first pari passu charge on entire cashflows, receivables, book debts and revenues of the Company (whether relating to the Project or otherwise) of whatsoever nature and wherever arising, both present and future
- 4) a first pari passu charge on entire intangible assets of the Company, including but not limited to, goodwill and uncalled capital, both present and future
- 5) a first pari passu charge by way of hypothecation/mortgage/assignment, as the case may be of a) all the rights, title, interest, benefits, claims and demands whatsoever of the Company in the Project Documents (including but not limited to Power Purchase Agreements (PPAs), O&M Agreement, insurance contracts etc), duly acknowledged and consented to by the relevant counter-parties (as applicable) to such Project Document(s), all as amended, varied or supplemented from time to time;  
b) all the rights, title, interest, benefits, claims and demands whatsoever of the Company in the Clearances;  
c) all the rights, title, interest, benefits, claims and demands whatsoever of the Company in any letter of credit, guarantee, performance bond, corporate guarantee, bank guarantee provided by any party to the Project Document(s);



**ReNew Akshay Urja Limited**

**CIN: U40300DL2015PTC275651**

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

**Registered Office:** "138, Ansal Chambers-II, Bhikaji Cama Place, Delhi - 110066

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d) All Insurance proceeds (with Debenture Trustee being designated as the “Loss Payee” under the insurance policies; and

e) Accounts established under the Escrow Agreement and other reserves and any other bank accounts of the Issuer wherever maintained (save and except the Debenture Redemption Reserve which shall be unencumbered) including, inter alia, the Debt Service Reserve Account, Cash Trap Account, Additional Liquidity Reserve Account, Invertor Replacement Reserve Account, Surplus Account and other reserves and any other bank accounts of the Issuer, wherever maintained, and the amounts lying to the credit thereof; :

6) pledge of shares held by ReNew Solar Power Private Limited in dematerialized form in the share capital of the Company representing at least 51% of the total issued, voting, and paid up equity share capital (including but not limited to any Compulsorily Convertible Instruments) of the Company throughout the tenor of the Debentures (the “Share Pledge”). The shares to be pledged shall be free from any restrictive covenants/lien or other encumbrance under any contract/arrangement, including shareholder agreement/joint venture agreement/financing arrangement, with regard to, pledge/transfer of the shares including transfer upon enforcement of the pledge.

First and Pari Passu charge on the Guarantee Fee Reserve provided that the Guarantee Fee Reserve would be utilized exclusively for payment of Guarantee fee to the Guarantor and only in case of acceleration of Bonds by the Debenture Holders/Debenture Trustee, these funds will be applied towards repayment of Debentures.

Thanking you,  
Yours faithfully,

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

**Sachin Kumar**  
**M. No.: A31353**  
**Company Secretary and Compliance Officer**

**Place: Gurugram**  
**Date: 24.05.2024**



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