Strictly Confidential—Do Not Forward

This document is available only to investors who are either (1) qualified institutional buyers ("QIBs") under Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act") that are also "qualified purchasers" ("QPs"), as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940 (the "Investment Company Act") and the rules thereunder for the purposes of Section 3(c)(7) of the Investment Company Act or (2) a non "U.S. Person" outside the United States in purchasing securities in "offshore transactions" and defined in, and in reliance on, Regulation S under the Securities Act.

Important: You must read this disclaimer before continuing. This disclaimer applies to the attached offering memorandum. You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the offering memorandum. In accessing the offering memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

Confirmation of your representation: In order to be eligible to view the offering memorandum or make an investment decision with respect to the securities described therein, investors must be either (I) QIBs (within the meaning of Rule 144A under the Securities Act) that are also QPs or (II) non "U.S. persons" outside the United States purchasing securities in "offshore transactions" as defined in, and in reliance on, Regulation S under the Securities Act. By accepting the e-mail and accessing the offering memorandum, you will be deemed to have represented to us that (1) you and any customers you represent are either (a) a QIB that is also a QP or (b) a non-U.S. Person that is not located in the United States and that the e-mail address that you gave us and to which this e-mail has been delivered is not located in the United States, its territories or possessions or other areas subject to its jurisdiction and (2) you consent to the delivery of the offering memorandum and any amendments or supplements thereto by electronic transmission.

The offering memorandum has been made available to you in electronic form. Documents may be altered when transmitted electronically and consequently none of the Company, the Non-Convertible Debentures Issuers, Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited, J.P. Morgan Securities plc or any of their respective directors, employees, representatives, affiliates or agents accept any liability or responsibility whatsoever in respect of any discrepancies between the offering memorandum distributed to you electronically and the hard copy version. A hard copy version will be provided to you upon request.

Restrictions: The offering memorandum is being furnished in connection with an offering exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described therein.

The securities have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable state or local securities laws. Nothing in this electronic transmission constitutes an offer of securities for sale in any jurisdiction where it is unlawful to do so.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation to subscribe for or purchase any of the securities described herein, and access has been limited so that it shall not constitute a general advertisement or solicitation in the United States or elsewhere. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the Initial Purchasers or any affiliate of any of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Initial Purchaser or affiliate on behalf of the Company in such jurisdiction.

You are reminded that you have accessed the offering memorandum on the basis that you are a person into whose possession it may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located. If you have gained access to this electronic transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.

Actions that you may not take: You should not reply by e-mail to this communication, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

You may not forward or deliver the offering memorandum, electronically or otherwise, to any other person or reproduce it in any manner whatsoever. Any forwarding, distribution or reproduction of the offering memorandum, in whole or in part, is unauthorized. Failure to comply with this directive may result in a violation of the Securities Act or the securities laws of other jurisdictions.

You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

Confidential

INDIA GREEN ENERGY HOLDINGS

(INCORPORATED IN MAURITIUS WITH LIMITED LIABILITY)

US$325,000,000

5.375% SECURED NOTES DUE 2024

India Green Energy Holdings, a company incorporated in Mauritius with limited liability (the "**Company**"), is issuing US$325,000,000 5.375% Secured Notes due 2024 (the "**Notes**"). Interest on the Notes will be payable in arrears on each April 29 and October 29, commencing on April 29, 2021.

It is intended that the proceeds from the issuance of the Notes will be primarily used by the Company to subscribe to Indian rupee-denominated non-convertible debentures (the "**Non-Convertible Debentures**") to be issued by Bhumi Prakash Private Limited, Bidwal Renewable Private Limited, Pugalur Renewable Private Limited, ReNew Wind Energy (AP) Private Limited, ReNew Wind Energy (AP 3) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, Shruti Power Projects Private Limited, Tarun Kiran Bhoomi Private Limited and Zemira Renewable Energy Limited (the "**Non-Convertible Debentures Issuers**"). The Non-Convertible Debentures of each Non-Convertible Debentures Issuer will be guaranteed by each of the other Non-Convertible Debentures Issuers and by ReNew Power Private Limited.

The Company's ability to pay amounts on the Notes is directly dependent on, amongst other things, the performance of the Non-Convertible Debentures. See "*Risk Factors*" in the attached Non-Convertible Debentures Offering Memorandum.

Investing in the Notes involves a high degree of risk. See "*Risk Factors*."

Price: 100%

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933 (the "Securities Act") or the securities laws of any other jurisdiction, and the Company has not registered and does not intend to register as an "investment company" under the U.S. Investment Company Act of 1940 (the "Investment Company Act"), in reliance upon the exemption provided by Section 3(c)(7) thereof. Accordingly, the Notes are being offered and sold in the United States only to investors reasonably believed to be "qualified institutional buyers" ("QIBs") as defined in, and in accordance with, Rule 144A under the Securities Act ("Rule 144A") who are also "qualified purchasers" (each, a "QP") within the meaning of Section 2(a)(51) of the Investment Company Act and the rules and regulations thereunder, acting for their own account or for the account of another QIB that is a QP (and meets the other requirements set forth herein) (each such person, a "QIB/QP"), and outside the United States to persons other than U.S. persons in "offshore transactions" as defined in, and in accordance with, Regulation S under the Securities Act ("Regulation S") and U.S. residents (defined as "U.S. persons" under Regulation S, as such term has been interpreted by the U.S. Securities and Exchange Commission Staff in the context of Section 7(d) of the Investment Company Act) (any such persons, "U.S. Investors"). As the Company is relying on the exclusion from the definition of "investment company" provided under Section 3(c)(7) of the Investment Company Act, the Company may be considered a "covered fund" as defined in Section 13 of the U.S. Bank Holding Company Act of 1956, as amended (the "BHC Act"), together with the rules, regulations and published guidance thereunder, as amended ("Volcker Rule"). For a description of certain restrictions on resales and transfers, see "*Transfer Restrictions*." For a description of the potential implications of the Volcker Rule, see "*Volcker Rule*" and "*Risk Factors—The Company may be deemed a "covered fund" under the Volcker Rule, which could result in reduced interest in the Notes from banking entities, and could potentially reduce the liquidity of the Notes on the secondary market*".

Approval-in-principle has been received for the listing and quotation of the Notes on the Official List of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"). The SGX-ST assumes no responsibility for the correctness of any statements made, opinions expressed, or reports contained herein. Admission of the Notes to the Official List of the SGX-ST and quotation of the Notes on the SGX-ST is not to be taken as an indication of the merits of the Company or the Notes.

The Notes are expected to be assigned a rating of Ba3 by Moody's and BB- by Fitch. A rating is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, reduction or withdrawal at any time. A suspension, reduction or withdrawal of the rating assigned to the Notes may adversely affect the market price of the Notes.

The Notes offered in the United States to persons that are both QIBs and QPs (and which meet the other requirements set forth in the section below headed "*Transfer Restrictions*") in transactions meeting the requirements of Rule 144A and in reliance by the Company on the exemption from registration under the Investment Company Act pursuant to Section 3(c)(7) thereof will be evidenced by a Rule 144A Global Certificate (as defined herein) deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**") in New York, New York. The Notes offered outside the United States to non-U.S. Investors in reliance on Regulation S will be evidenced by a Regulation S Global Certificate (as defined herein) deposited with a depositary for, and registered in the name of a nominee of, DTC for its direct and indirect participants, including Euroclear Bank SA/NV ("**Euroclear**"), and Clearstream Banking S.A. ("**Clearstream**"). Delivery of the Notes is expected to be made through the facilities of DTC on or about October 29, 2020 (the "**Closing Date**").

Joint Lead Managers

Barclays **HSBC** **J.P. Morgan**

The date of this offering memorandum is October 20, 2020.

NOTICE TO INVESTORS

For the avoidance of doubt, this offering memorandum relates to an offering of the Notes and not to the Non-Convertible Debentures described in the Non-Convertible Debentures Offering Memorandum contained herein.

This offering memorandum is not an offer to sell the Notes and is not soliciting an offer to buy the Notes in any jurisdiction in which the offer or sale is prohibited.

Neither the delivery of this offering memorandum nor any sale made under the terms described herein shall imply that the information herein is correct as of any date after the date hereof. The business, financial condition, results of operations and prospects of the Non-Convertible Debentures Issuers may have changed since that date.

This offering memorandum has not been and will not be registered as a prospectus or a statement in lieu of a prospectus with the Registrar of Companies in India. This offering memorandum has not been and will not be reviewed or approved by any regulatory authority in India, including the Securities and Exchange Board of India, any Registrar of Companies or any stock exchange in India. This offering memorandum is not and should not be construed as an advertisement, offer, invitation to offer, invitation to subscribe, or sale, of any securities to the public or any person resident in India. This offering memorandum or any other document or material relating to the Notes has not been and will not be circulated or distributed in India, directly or indirectly, to the public or members of the public in India. The Notes have not been, and will not be, offered or sold to any person resident in India. If you purchase any of the Notes, you will be deemed to have acknowledged, represented and agreed that you are eligible to purchase the Notes under applicable laws and regulations and that you are not prohibited under any applicable law or regulation from acquiring, owning or selling the Notes.

This offering is being made in reliance upon exemptions from registration under the Securities Act, for an offer and sale of securities which does not involve a public offering. The Notes will be initially purchased by Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited and J.P. Morgan Securities plc (the "**Initial Purchasers**") in accordance with such exemptions. If you purchase any of the Notes, you will be deemed to make certain acknowledgments, representations and agreements set forth under "*Transfer Restrictions*." You may be required to bear the financial risks of this investment for an indefinite period of time.

This offering memorandum does not constitute a prospectus for the purposes of the Prospectus Rules of the United Kingdom's Financial Conduct Authority ("**FCA**") or section 85 of the United Kingdom's Financial Services and Markets Act 2000 (as amended) ("**FSMA**") and has not been, and will not be, approved by or filed with the FCA. This offering memorandum does not constitute an offer or any part of an offer to the public within the meaning of sections 85 and 102B of FSMA.

We prepared this offering memorandum, which includes the attached Non-Convertible Debentures Offering Memorandum, solely for use in connection with this offering. This offering memorandum should be read in conjunction with the Non-Convertible Debentures Offering Memorandum and is qualified in its entirety by the information and financial information contained in the attached Non-Convertible Debentures Offering Memorandum. Terms used but not defined herein shall have the meanings given to them in the Non-Convertible Debentures Offering Memorandum. In accepting this offering memorandum, you have agreed that this offering memorandum is confidential and that you will hold the information contained herein in confidence. We and the Initial Purchasers reserve the right to reject any offer to purchase any of the Notes for any reason, or to sell less than the principal amount of the Notes for which any prospective purchaser has subscribed. This offering memorandum is personal to each offeree and is not an offer to any other person or to the public generally to subscribe for the Notes. You represent that you are basing your investment decision solely on this offering memorandum and your own examination of us and the terms of this offering. You cannot distribute this offering memorandum or the information contained in it, by electronic or other means, to any person other than your professional advisor without our prior written consent. You cannot make any photocopies of this offering memorandum.

By receiving this offering memorandum and the Non-Convertible Debentures Offering Memorandum, and by purchasing the Notes, you acknowledge that (1) you have not relied on the Initial Purchasers or any person affiliated with the Initial Purchasers in connection with investigating the accuracy of such information or your investment decision, and (2) no person has been authorized to give information or to make any representation concerning us or the Notes other than as contained in this offering memorandum and information given by our duly authorized representatives in connection with your examination of us and the terms of this offering. You cannot rely on any such other information or representation.

None of the Initial Purchasers, the Counterparties, the Note Trustee, the Security Trustee, the Principal Paying Agent, the Registrar or the Transfer Agent makes any representation or warranty, express or implied, concerning the accuracy or completeness of the information in this offering memorandum and the Non-Convertible Debentures Offering Memorandum, and nothing contained in this offering memorandum or the Non-Convertible Debentures Offering Memorandum is, or shall be relied upon as, a promise or representation, from the Initial Purchasers, the Counterparties or the Note Trustee whether as to the past or the future. To the fullest extent permitted by law, none of the Initial Purchasers, the Counterparties or the Note Trustee accept any responsibility for the contents of this offering memorandum or the Non-Convertible Debentures Offering Memorandum or for any statement made or purported to be made by the Initial Purchasers or the Counterparties or on their behalf in connection with the Company or the issue and offering of the Notes. The Initial Purchasers, the Counterparties and the Note Trustee accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which they might otherwise have in respect of this offering memorandum or any such statement.

The contents of this offering memorandum and the Non-Convertible Debentures Offering Memorandum do not constitute legal, business or tax advice, and neither we, the Initial Purchasers, the Counterparties, the Note Trustee, the Security Trustee, the Principal Paying Agent, the Registrar nor the Transfer Agent make any representation to any purchaser of the Notes regarding the legality of an investment in the Notes by such purchaser under any legal investment or similar laws or regulations. You should consult your own attorney, business advisor and tax advisor as to legal, business or tax advice related to a purchase of the Notes.

The Notes have not been and will not be registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other jurisdiction, and the Company has not registered and does not intend to register as an "investment company" under the Investment Company Act in reliance upon the exemption provided by Section 3(c)(7) thereof.

Neither the SEC nor any state securities commission nor any other securities regulatory authority has approved or disapproved of these securities or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

Prospective purchasers that are qualified institutional buyers are hereby notified that the seller of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. You must comply with all applicable laws and regulations in any jurisdiction in which you purchase, offer or sell the Notes. Neither we, the Initial Purchasers, the Counterparties, the Note Trustee, the Security Trustee, the Principal Paying Agent, the Registrar nor the Transfer Agent have any responsibility for any purchase, offer or sale of the Notes by you.

In connection with this offering, the Initial Purchasers may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Initial Purchasers may over-allot in connection with this offering, may bid for and purchase the Notes in the open market and may impose penalty bids. For a description of these activities, see "*Plan of Distribution*."

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Company has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

VOLCKER RULE

Section 13 of the U.S. Bank Holding Company Act of 1956, as amended (the "**BHC Act**"), together with the rules, regulations and published guidance thereunder, as amended (the "**Volcker Rule**"), generally prohibits certain investors that are "banking entities" from engaging in proprietary trading, or from acquiring, retaining an "ownership interest" (as defined therein) in, sponsoring or having certain relationships with "covered funds," unless pursuant to an exclusion or exemption under the Volcker Rule. The following would be considered a "banking entity" subject to the Volcker Rule: (i) any U.S. insured depository institution (subject to certain exclusions); (ii) any company that controls a U.S. insured depository institution; (iii) any non-U.S. bank that is treated as a bank holding company for purposes of Section 8 of the International Banking Act of 1978 (i.e., a non-U.S. company that maintains a branch, agency or commercial lending office in the U.S.); and (iv) any affiliate or subsidiary of the foregoing under the BHC Act, regardless of geographic location, other than a "covered fund" that is not itself a "banking entity" under clauses (i), (ii) or (iii) above.

The definition of "covered fund" under the Volcker Rule includes, amongst other things, any issuer which would be an "investment company" (as defined under Section 3 of the U.S. Investment Company Act of 1940 (the "**Investment Company Act**")) but is exempt from registration therefrom solely in reliance on either Section 3(c)(1) or 3(c)(7) of the Investment Company Act. It is the intention of the Company to, in addition to any other applicable exemptions or exclusions, rely on the exclusion provided by Section 3(c)(7) of the Investment Company Act, and therefore the Company may be deemed to fall within the definition of a "covered fund" for the purposes of the Volcker Rule in the absence of an applicable exclusion from the definition of "covered fund."

If the Company is deemed to be a "covered fund" and the Notes are determined to constitute "ownership interests" for purposes of the Volcker Rule, then a "banking entity" would generally be prohibited from acquiring or retaining the Notes, unless such "banking entity" could rely on an exemption from the Volcker Rule's covered fund-related prohibitions. **For a description of the potential effects of the Volcker Rule on the Company and the Notes, see "*Risk Factors—The Company may be deemed a 'covered fund' under the Volcker Rule, which could result in reduced interest in the Notes from banking entities, and could potentially reduce the liquidity of the Notes on the secondary market.*"**

Investors must make their own determination as to whether they are "banking entities" subject to the Volcker Rule and should conduct their own analysis, in consultation with their legal advisors, to determine whether the Company is a "covered fund" and whether the Notes constitute "ownership interests" for the purposes of the Volcker Rule on its ability to purchase or retain the Notes. Each investor is responsible for analyzing its own regulatory position as to the potential impact of the Volcker Rule, and none of the Company, the Note Trustee, the Security Trustee or any of the Initial Purchasers or any of their Affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the treatment of the Company or the Notes under the Volcker Rule, or to such investor's investment in the Notes on the date of investment or at any time in the future.

NOTICE TO PROSPECTIVE PURCHASERS IN THE EUROPEAN ECONOMIC AREA

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") provides, among other things, that all alternative investment funds ("**AIFs**") must have a designated alternative investment fund manager ("**AIFM**") with responsibility for portfolio and risk management and certain restrictions apply to the marketing and management of such AIFs in the European Economic Area ("**EEA**"). It is intended that the Company will not be managed in the EEA for AIFMD purposes.

Insofar as the Notes are marketed in the EEA, they must not be marketed to any person in any jurisdiction in the EEA that treats the Company as an AIF, unless and until marketing of the Notes in that jurisdiction is permitted. As at the date of document no registrations under AIFMD have been made for the marketing of the Notes in any EEA jurisdiction and, accordingly, the Notes must not be marketed in any jurisdiction that treats the Company as an AIF.

If the Company were to be considered an AIF in any jurisdiction and marketing has been conducted in that jurisdiction in breach of local laws, and if the Company were considered to be its own AIFM, the Company may be subject to certain sanctions and may need to take certain steps and undertake certain duties, responsibilities and requirements which may result in significant additional costs, liabilities and expenses being incurred by the Company which may in turn negatively affect the amounts available to the Company to pay to Noteholders.

Investors in the Notes are responsible for analyzing their own position and none of the Company or the Managers or any of the parties to the transaction of which the Notes form part makes any representation to any prospective investor or purchaser of the Notes regarding the applicability of AIFMD (or any local implementing legislation) to the Company or the Notes on the date of this document, the Issue Date, the Closing Date or at any time in the future.

PRIIPS REGULATION/PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA on in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the United Kingdom may be unlawful under the PRIIPS Regulation.

NOTICE TO MAURITIAN INVESTORS

This offering memorandum has not been and will not be registered as a prospectus or a statement in lieu of a prospectus with the Financial Services Commission of Mauritius. This offering memorandum has not been and will not be approved by any regulatory authority in Mauritius, including, but not limited to, the Financial Services Commission, the Registrar of Companies or the Stock Exchange of Mauritius. This offering memorandum and the Notes are not and should not be construed as an advertisement, invitation, offer or sale of any securities to the public of any person resident in Mauritius.

The Notes may not be offered or sold, directly or indirectly, to the public in Mauritius. Neither this offering memorandum, nor any offering material or information contained herein relating to the offer of Notes, may be released or issued to the public in Mauritius or used in connection with any such offer. This offering memorandum does not constitute an offer to sell Notes to the public in Mauritius.

Noteholders are not protected by any statutory compensation arrangements in Mauritius in the event of the Company's failure although the Notes are secured pursuant to the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge.

The Mauritius Financial Services Commission is not responsible for the contents of this offering memorandum and shall not be liable to any action in damages suffered in connection with this offering memorandum.

PRESENTATION OF FINANCIAL AND OTHER DATA

Unless otherwise specified or the context otherwise requires:

- the "Company," "we," "us" and "our" refer to India Green Energy Holdings (and not to ReNew Power Private Limited or any of its subsidiaries, including the Non-Convertible Debentures Issuers);

- a "Non-Convertible Debentures Issuer" refers to each of the following: (i) ReNew Wind Energy (AP) Private Limited, (ii) Shruti Power Projects Private Limited, (iii) Zemira Renewable Energy Limited, (iv) ReNew Wind Energy (MP Three) Private Limited, (v) ReNew Wind Energy (Rajasthan Four) Private Limited, (vi) ReNew Wind Energy (Maharashtra) Private Limited, (vii) Bhumi Prakash Private Limited, (viii) Tarun Kiran Bhoomi Private Limited, (ix) ReNew Wind Energy (AP 3) Private Limited, (x) Bidwal Renewable Private Limited and (xi) Pugalur Renewable Private Limited; and

- the "Group" refers to ReNew Power Private Limited and its subsidiaries, including the Non-Convertible Debentures Issuers.

For the avoidance of doubt, the Company is not a member of the Group.

Financial Statements

The Non-Convertible Debentures Offering Memorandum contains certain financial statements of the Non-Convertible Debentures Issuers, the Group and ReNew Power Private Limited. See "*Presentation of Financial and Other Data—Financial Statements*" in the Non-Convertible Debentures Offering Memorandum.

The Company was incorporated on June 3, 2019 under the name of Diamond Management Holdings Private Limited and changed its name to India Green Energy Holdings on July 20, 2020. The Company's financial period ends on March 31 in each year. As at the date hereof, the audited financial statement for the period from June 3, 2019 to March 31, 2020 was prepared.

EBITDA and Non-GAAP Financial Measures

The Non-Convertible Debentures Offering Memorandum refers to EBITDA and non-GAAP measures and ratios, including EBITDA margin, that are not required by, or presented in accordance with, the U.S. Securities and Exchange Commission requirements, IFRS, Ind AS or the accounting standards of any other jurisdiction. See "*Presentation of Financial and Other Data—EBITDA and Non-GAAP Financial Measures*" in the Non-Convertible Debentures Offering Memorandum.

Rounding

Certain amounts in this offering memorandum and the Non-Convertible Debentures Offering Memorandum have been rounded. Accordingly, amounts shown as totals may not be the arithmetic sum of the amounts that precede them.

Currency Translations

The Non-Convertible Debentures Offering Memorandum contains translations of Indian rupee amounts to U.S. dollars solely for the convenience of the reader. Unless otherwise stated, all translations were made at the exchange rate of Rs. 75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India (the "**RBI**") as of June 30, 2020. No representation is made that the Indian rupee amounts referred to in this offering memorandum or the Non-Convertible Debentures Offering Memorandum have been, could have been or could be converted into U.S. dollars at that rate or any other rate.

Currency Presentation

Unless otherwise specified or the context otherwise requires, all references in this offering memorandum and the Non-Convertible Debentures Offering Memorandum to "INR," "rupee(s)," "Rs." and "Indian rupee(s)" are to the lawful currency of India and all references to "$," "US$," "USD" and "U.S. dollar(s)" are to the lawful currency of the United States.

CERTAIN DEFINITIONS

Capitalized terms used but not defined herein have the meanings assigned to them in "Certain Definitions" in the Non-Convertible Debentures Offering Memorandum and/or the Terms and Conditions of the Notes (the "**Conditions**"). In case of inconsistency between the Non-Convertible Debentures Offering Memorandum and the Conditions, the Conditions shall prevail.

GLOSSARY OF TECHNICAL INDUSTRY TERMS

Technical industry terms used but not defined herein have the meanings assigned to them in "*Glossary of Technical Industry Terms*" in the Non-Convertible Debentures Offering Memorandum.

AVAILABLE INFORMATION

For so long as any of the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is neither subject to Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934 (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner or to the Note Trustee, in each case upon the request of such holder, beneficial owner, prospective purchaser or Note Trustee, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

FORWARD-LOOKING STATEMENTS

This offering memorandum and the annexed Non-Convertible Debentures Offering Memorandum contains forward-looking statements. Forward-looking statements may contain words such as "aim," "anticipate," "believe," "estimate," "expect," "goal," "intend," "likely," "plan," "seek," "will" and similar expressions. Similarly, statements that describe the strategies, objectives, plans or goals of us or the Group are also forward-looking statements. Forward-looking statements are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those contemplated by the relevant statement.

The future events referred to in these forward-looking statements involve known and unknown risks, uncertainties and other factors, some of which are beyond the control of us or the Group, which may cause the actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies and the environment in which we or the Group will operate and are not a guarantee of future performance.

See "*Forward-Looking Statements*" in the Non-Convertible Debentures Offering Memorandum for important factors that could cause the actual results, performance or achievements to differ materially from those in the forward-looking statements.

Additional factors that could cause the actual results, performance or achievements to differ materially include those discussed under "Risk Factors" of this offering memorandum, and "*Risk Factors*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Business*" of the Non-Convertible Debentures Offering Memorandum. When relying on forward-looking statements, you should carefully consider the foregoing factors and other uncertainties and events, especially in light of the political, economic, social and legal environment in which we or the Group operate. Such forward-looking statements speak only as of the date on which they are made. Accordingly, we do not undertake any obligation to update or revise any of them, whether as a result of new information, future events or otherwise. We do not make any representation, warranty or prediction that the results anticipated by such forward-looking statements will be achieved. Accordingly, you should not place undue reliance on any forward-looking statements.

LISTING OF THE NOTES

Approval-in-principle has been received for the listing and quotation of the Notes on the Official List of the SGX-ST.

The Notes will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

For so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Company shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that the Global Certificates are exchanged for individual definitive certificates. In addition, in the event that the Global Certificates are exchanged for individual definitive certificates, an announcement of such exchange will be made by the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the individual definitive certificates, including details of the paying agent in Singapore.

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SUMMARY

This summary highlights certain information contained in this offering memorandum. This summary does not contain all the information you should consider before investing in the Notes. You should read this entire offering memorandum carefully, including "Risk Factors," and the information, financial statements and related notes thereto set forth in the Non-Convertible Debentures Offering Memorandum, before making an investment decision.

Overview

The Company intends to use a principal portion of the issue proceeds of the Notes to subscribe to non-convertible debentures (denominated in rupees) (the "**Non-Convertible Debentures**") that may be issued by each of ReNew Wind Energy (AP) Private Limited, Shruti Power Projects Private Limited, Zemira Renewable Energy Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, Bhumi Prakash Private Limited, Tarun Kiran Bhoomi Private Limited, ReNew Wind Energy (AP 3) Private Limited, Bidwal Renewable Private Limited and Pugalur Renewable Private Limited (each a "**Non-Convertible Debentures Issuer**" and together, the "**Non-Convertible Debentures Issuers**"). The Non-Convertible Debentures of each Non-Convertible Debentures Issuer will be guaranteed by each of the other Non-Convertible Debentures Issuers and by ReNew Power Private Limited. During the Hedge Execution Period, the Determination Agent (for and on behalf of the Company) will attempt to enter into currency hedging arrangements with the Counterparties and provided sufficient Valid Swap Transactions have been entered into during such period, the Company will purchase the Non-Convertible Debentures from the Non-Convertible Debentures Issuers. The obligation of the Company to pay interest and principal under the Notes will be secured by security interests over the Mortgaged Property created by or under the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge.

Corporate Information

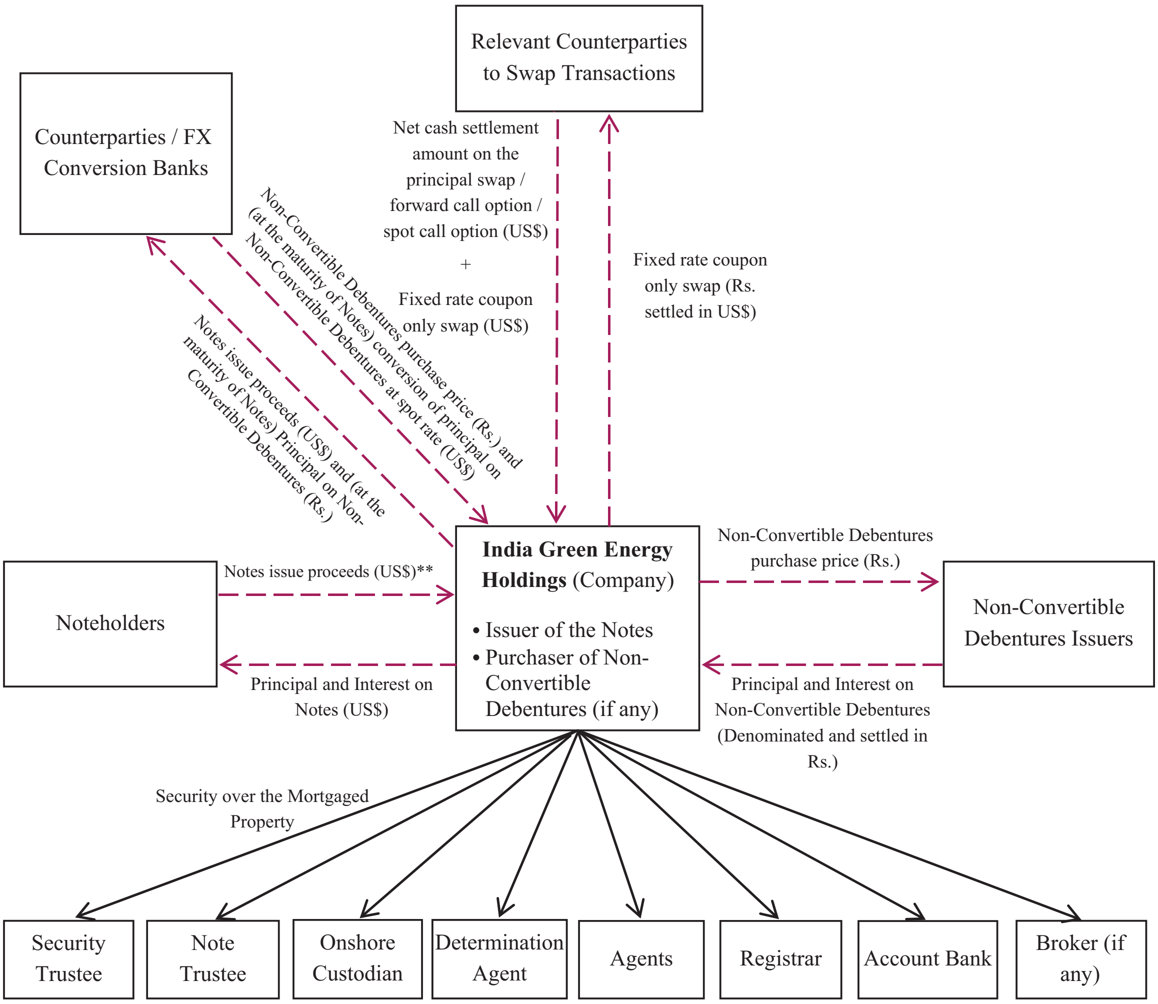
The Company was incorporated as a private company with limited liability under the laws of Mauritius on June 3, 2019. The address of the Company is 7th Floor, Happy World House, 37, Sir William Newton Street, Port Louis 11328, Mauritius, and its telephone number at that address is +230 2034300.

Corporate Structure

The obligations of the Company and the Notes are not guaranteed by any entity or guaranteed or secured by ReNew Power Private Limited or any of its subsidiaries, including any of the Non-Convertible Debentures Issuers, and the Company is not a member of the Group.

Transaction Structure

The following diagram shows the proposed transaction structure and cash flows.


Relevant Counterparties to Swap Transactions
Counterparties / FX Conversion Banks
Net cash settlement amount on the principal swap / forward call option / spot call option (US$)
+
Fixed rate coupon only swap (US$)
Fixed rate coupon only swap (Rs. settled in US$)
Non-Convertible Debentures purchase price (Rs.) and (at the maturity of Notes) conversion of principal on Non-Convertible Debentures at spot rate (US$)
Notes issue proceeds (US$) and (at the maturity of Notes) Principal on Non-Convertible Debentures (Rs.)
Noteholders
Notes issue proceeds (US$)**
Principal and Interest on Notes (US$)
India Green Energy Holdings (Company)
• Issuer of the Notes
• Purchaser of Non-Convertible Debentures (if any)
Non-Convertible Debentures purchase price (Rs.)
Principal and Interest on Non-Convertible Debentures (Denominated and settled in Rs.)
Non-Convertible Debentures Issuers
Security over the Mortgaged Property
Security Trustee
Note Trustee
Onshore Custodian
Determination Agent
Agents
Registrar
Account Bank
Broker (if any)

- The Company will issue the Notes denominated in US$. The obligation of the Company to pay interest and principal under the Notes will be secured by security interests over the Mortgaged Property created by or under (among others) the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge.

- On the Closing Date, the Company will receive the proceeds of the Notes. The Note issue proceeds will be paid to the Initial Cash Account to be held in escrow pending subscription of the Non-Convertible Debentures. The Company will enter into one or more forward transactions with one or more Counterparties under the relevant Swap Agreement(s) prior to the settlement date of the Non-Convertible Debentures purchase price to convert the required amount of U.S. dollars to rupees. The Company will retain no less than US$500,000 from the note issue proceeds in a Cash Account up to and including the Maturity Date.

- During the Hedge Execution Period, the Determination Agent (acting for and on behalf of the Company) will attempt to enter into Swap Transactions with the Counterparties to hedge the currency risk in relation to the Notes, comprising one or more Coupon Swap Transactions, Principal Swap Transactions, Forward Call Option Transactions and/or Spot Call Option Transactions (each as defined in "*The Offering*" below) and provided sufficient Valid Swap Transactions have been entered into during such period, the Company will purchase the Non-Convertible Debentures from the Non-Convertible Debentures Issuers.

- If at the end of the Hedge Execution Period, the Company has entered into sufficient Swap Transactions:

  - the Determination Agent will send to the Non-Convertible Debentures Issuers notice of the principal amount of Notes hedged by the Swap Transactions; and

  - on the Non-Convertible Debentures Closing Date, the Company will purchase the Non-Convertible Debentures (denominated and settled in rupees) from the Non-Convertible Debentures Issuers.

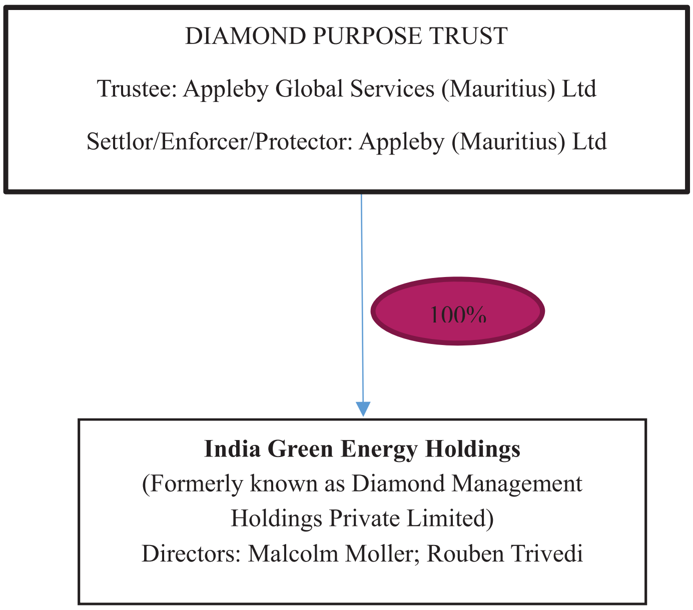
- If Hedge Completion has not occurred by the end of the Hedge Execution Period or the Non-Convertible Debentures Subscription Conditions are not satisfied and the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date, the Notes will be redeemed in full on the first Business Day following the Hedge Execution Period, at the principal amount outstanding of each Note (but without accrued interest and subject to reduction due to the termination of the Swap Agreement(s) (if any) at such time).

- During the term of the Notes, each Non-Convertible Debentures Issuer will pay interest on the Non-Convertible Debentures issued by that Non-Convertible Debentures Issuer in rupees. Under the Coupon Swap Transactions, the Company will pay such rupee interest amounts (settled in U.S. dollars) to the Counterparties, and the Counterparties will pay U.S. dollar amounts to the Company. Such payments under the Coupon Swap Transactions will be net settled in U.S. dollars and used by the Company (together with amounts in rupees converted into U.S. dollars with FX Conversion Banks) to pay interest in U.S. dollar under the Notes. See "*Summary of Certain Cash Flows*" below for a more detailed description of these cashflows.

- On maturity of the Notes, each Non-Convertible Debentures Issuer will pay principal on the Non-Convertible Debentures issued by that Non-Convertible Debentures Issuer in rupees. Such proceeds will be converted into U.S. dollars by the FX Conversion Banks at the spot rate at the time of payment. If a CCS Transaction is entered into, then either the relevant Counterparty or the Company (as applicable) will pay a U.S. dollar amount equal to the net settlement of (1) a portion of the INR redemption proceeds converted into U.S. dollars at the applicable spot rate payable by the Company and (2) the same portion of the principal amount of the Notes in U.S. dollars payable by the Counterparty. If a Forward Call Option Transaction is entered into and the spot rate in respect of the Final Exchange Date (as determined in accordance with the terms of the relevant Swap Transaction) ("**Final FX**") is greater than the applicable strike price, the relevant Counterparties will pay a U.S. dollar amount to the Company equal to (i) the relevant portion of the principal amount of the Notes hedged by that Forward Call Option Transaction *multiplied by* (ii) (Final FX—strike price) *divided by* (iii) Final FX. Otherwise if the spot rate is below or equals to the applicable strike price, then the option under the Swap Transaction will not be exercised. If a Spot Call Option Transaction is entered into and the Final FX is greater than the applicable strike price, the relevant Counterparties will pay a U.S. dollar amount to the Company equal to (i) the relevant portion of the principal amount of the Notes hedged by that Spot Call Option Transaction *multiplied by* (ii) (Final FX—strike price) *divided by* (iii) Final FX. Otherwise if the spot rate is below or equals to the applicable strike price, then the option under the Swap Transaction will not be exercised. The aggregate amount of such U.S. dollar amounts received by the Company from the FX Conversion Banks (if relevant) and the Counterparties (if relevant) will be used by the Company to pay principal in U.S. dollars under the Notes. See "*Summary of Certain Cash Flows*" below for a more detailed description of these cashflows.

Ownership Structure of the Company

The following diagram shows the ownership structure of the Company.


DIAMOND PURPOSE TRUST
Trustee: Appleby Global Services (Mauritius) Ltd
Settlor/Enforcer/Protector: Appleby (Mauritius) Ltd
100%
India Green Energy Holdings
(Formerly known as Diamond Management Holdings Private Limited)
Directors: Malcolm Moller; Rouben Trivedi

The Company - The Company was incorporated with limited liability under the laws of Mauritius on June 22, 2019. The Company has its corporate seat in Mauritius. The registered address of the Company is located at 7th Floor, Happy World House, 37, Sir William Newton Street, Port Louis 11328, Mauritius, and its telephone number at that address is +230 2034300. The Company was registered with the Registrar of Companies of Mauritius under the name of Diamond Management Holdings Private Limited bearing company number 165066 GBC. The Company changed its name to India Green Energy Holdings on July 20, 2020.

The Company has issued 1 share of US$ 1 nominal or par value each (the "**Share**"). The Share is fully paid and is in the legal ownership of Appleby Global Services (Mauritius) Ltd in its sole capacity as trustee of the Diamond Purpose Trust.

THE OFFERING

The summary below describes the principal terms of the Notes. Some of the terms described below are subject to important limitations and exceptions. Terms used but not defined in the summary below have the meanings given to them in "Terms and Conditions of the Notes."

Company

India Green Energy Holdings

Notes Offered

US$325,000,000 of 5.375% Secured Notes due 2024 (the "**Notes**").

Maturity Date

29 April 2024

Interest

5.375% per annum, payable semi-annually in arrear on each April 29 and October 29, commencing on April 29, 2021.

Ranking

The Notes will:

- be secured obligations of the Company;
- rank senior to any unsecured unsubordinated obligations of the Company (other than certain expenses);
- rank *pari passu* amongst themselves; and
- rank junior to certain other creditors such as (i) the Onshore Custodian and Account Bank and other Agents and (ii) each Counterparty (to the extent that it is a Non-Defaulting Counterparty).

See "*Terms and Conditions of the Notes.*"

Security

The Notes will be secured by:

- a charge by way of a first fixed charge in favor of the Security Trustee of:
    - the Original Assets Proceeds from time to time;
    - all proceeds of, income from and sums arising from any Outstanding Assets held by or on behalf of the Company from time to time; and
    - all assets and property hereafter belonging to the Company and deriving from the assets described above or the rights attaching thereto,

in each case excluding (I) any Original Assets Proceeds and any proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India and (II) to the extent not being covered by (I), any Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India;

- an assignment by way of security in favor of the Security Trustee of:
    - the Company's rights, title and interest under the Transaction Documents (other than the Non-Convertible Debentures

  Subscription Agreement, each Non-Convertible Debentures Trust Deed and the Onshore Custody Agreement);

  - all rights, title and interest of the Company in respect of any deposit made by the Company with (or otherwise maintained for the Company by) the Account Bank; and

  - all rights, title and interest of the Company against any Broker or Determination Agent;

- an assignment by way of security in favor of the Security Trustee, all the Company's rights, title and interest under each Swap Agreement, and all proceeds of and sums arising therefrom without prejudice to, and after giving effect to, any contractual netting provision contained in the relevant Swap Agreement;

- a charge by way of a first floating charge of all the Company's rights, assets and undertakings (other than the Original Assets Proceeds and all proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets, any Securities Account or the Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets);

- the assets in respect of which security is granted pursuant to the Mauritius Share Pledge (which includes the 100% shareholding held in the Company by Appleby Global Services (Mauritius) Ltd as the trustee of the Diamond Purpose Trust as at the Issue Date); and

- a charge by way of a fixed and floating charge in favor of the Security Trustee of (i) all of its rights, title and interest in respect of any Cash Account and any deposit made by it with (or otherwise maintained for the Company by) any Account Bank and (ii) all the Company's undertaking and assets (other than the Original Assets Proceeds and all proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets or any Securities Account or the Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds, any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets) from time to time which are the subject of any security created or purported to be created by or pursuant to the Mauritius Fixed and Floating Charge.

The Charged Assets shall not include any Original Assets Proceeds and any proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets,

	any Securities Account or any Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets. Appleby Global Services (Mauritius) Ltd as trustee of the Diamond Purpose Trust shall provide an undertaking to the Note Trustee in relation to the Outstanding Assets in the form and manner as agreed with the Note Trustee. In certain circumstances, such as following a Permitted Equity/ Subordinated Debt issuance, additional security will be granted to the Security Trustee over any such Permitted Equity/Subordinated Debt to secure the Notes.
Non-Convertible Debentures	You should carefully consider the information in the Non-Convertible Debentures Offering Memorandum, including, in particular, under the caption "*Risk Factors*," before deciding whether to invest in the Notes. A summary of the terms of the Non-Convertible Debentures may be seen in the Non-Convertible Debentures Offering Memorandum at "Offering Summary." The specific commercial terms on which the Non-Convertible Debentures Issuers may make an issuance (if any) of Non-Convertible Debentures are included in the attached Non-Convertible Debentures Offering Memorandum in the section titled "*Description of the NCDs*."
Refinancing	At any time from and including the sixth calendar month prior to the Maturity Date to and including the 15th Business Day prior to the Maturity Date, the Company may give notice (a "**Refinancing Notice**") to the Noteholders, the Note Trustee and the Counterparties that each outstanding Note will be redeemed on the Refinancing Date by payment of the Redemption Amount (plus any accrued and unpaid interest), *subject to* the Company issuing, on or prior to the Refinancing Date, a new Series of Notes with a principal amount at least equal to the outstanding aggregate principal amount of this Series of Notes at an issue price at least equal to the outstanding aggregate principal amount plus the accrued interest under this Series of Notes as at such Refinancing Date and agreeing with the Non-Convertible Debentures Issuers (or other relevant parties under the Non-Convertible Debentures) on necessary amendments (if any) to the Non-Convertible Debentures in relation to the issue of such new Series of Notes. See "*Terms and Conditions of the Notes.*"
Optional Early Redemption	The Note Trustee shall (x) if so requested in writing by the holders of more than 50% of the aggregate principal amount of the Notes then outstanding or (y) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding, give notice to the Company that the Notes are to be redeemed in full by payment of the Early Redemption Amount on the Early Redemption Date together with interest accrued on the principal amount of the Notes being redeemed to the date of redemption, in accordance with Condition 11(c), if: • the Company has or will become required by applicable law to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature (where relevant, at a rate in excess of any previously applicable

rate of such tax) in respect of any payment under or in respect of the Notes (a "**Notes Tax Event**");

- the Company is or will be unable to receive any payment due in respect of any Outstanding Assets in full (after taking into account any gross up requirement on such Outstanding Asset) on the due date therefor without deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatsoever nature (an "**Outstanding Assets Tax Event**"). Without prejudice to the generality of the foregoing, an Outstanding Assets Tax Event will occur if there is a substantial likelihood that, within 60 days, a FATCA Withholding Tax (as such term is defined in the Conditions) will be imposed in respect of any payments in respect of any Outstanding Assets; and/or

- a Swap Termination Event occurs.

Redemptions amounts will generally be funded by the liquidation or redemption of the Non-Convertible Debentures, provided that the Company may elect to fund the redemption in relation to a Notes Tax Event Following the transfer of its shares to one or more Permitted Holders, the Company may redeem on one or more occasions up to 40.0% of the aggregate principal amount of the Notes with the net cash proceeds from with the net cash proceeds from the issuance of Permitted Equity/Subordinated Debt. See "*Terms and Conditions of the Notes.*"

Mandatory Early Redemption...........

The Company shall redeem all or (in the case of a Non-Convertible Debentures Redemption/Purchase Event in respect of part of the Non-Convertible Debentures or a Company Equity Clawback Redemption) part of the Notes by payment of the Early Redemption Amount on the Early Redemption Date together with interest accrued on the principal amount of such Note being redeemed to the date of such redemption if:

- a Note Illegality Event occurs (as such term is defined in the Conditions);

- a Company Equity Clawback Redemption occurs; or

- other than as a result of a Non-Convertible Debentures Default, *inter alia*, all or part of the Non-Convertible Debentures are called for redemption or repayment or are otherwise redeemed, repaid or purchased prior to their scheduled maturity date (a "**Non-Convertible Debentures Redemption/Purchase Event**").

A Company Equity Clawback Redemption occurs if following the transfer of its shares to one or more Permitted Holders, the Company elects to redeem (on one or more occasions) up to 40.0% of the aggregate principal amount of the Notes with the net cash proceeds from one or more equity offerings, at the Early Redemption Amount on the Early Redemption Date together with interest accrued on the principal amount of the Notes being redeemed to the date of redemption.

See "*Terms and Conditions of the Notes.*"

Non-Convertible Debentures Pricing Unwind .... If Hedge Completion has not occurred by the end of the Hedge Execution Period or the Non-Convertible Debentures Subscription Conditions are not satisfied or the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date, then unless (i) the Notes have been previously redeemed or purchased and cancelled or (ii) the Notes are declared due and repayable in accordance with Condition 12(a) (*Events of Default*) or are due to redeem in full in accordance with Condition 11(b) (*Mandatory Early Redemption*) or Condition 11(c) (*Optional Early Redemption*), or (iii) a Non-Convertible Debentures Default or Non-Convertible Debentures Subscription Agreement Default has occurred, the Company shall redeem each Note in full on the first Business Day following the Hedge Execution Period (the "**Non-Convertible Debentures Pricing Unwind Date**") at its outstanding principal amount (without accrued interest), subject to reduction due to the termination of the Swap Agreements (if any).

See "*Terms and Conditions of the Notes.*"

Non-Convertible Debentures Closing Date .... In respect of the Non-Convertible Debentures, the date falling 7 (seven) Business Days following the Closing Date.

Certain Covenants .... The Conditions and Trust Deed contains certain covenants and restrictions that, among other things, limit the Company's ability to:

- engage in any activity or do anything whatsoever except that the Company may without prior consent, *inter alia*, issue the Notes, acquire the Original Assets, the Mortgaged Property, perform its obligations under the Notes, the Trust Deed and any Security documents and engage in any activity in relation to the Charged Assets or any Swap Agreement;

- issue any further Series of Notes (except in accordance with the Conditions);

- issue any shares (other than as are in issue as at the date of the Programme Deed) or declare any dividends (other than dividends contemplated by the Trust Deed or any dividends made using Unrestricted Payments (as defined under 4(e));

- incur any indebtedness for borrowed moneys, other than as contemplated in the Conditions or Trust Deed or for the purposes of refinancing this Series of Notes pursuant to Condition 11(a);

- have any subsidiaries;

- have any employees;

- enter into any lease in respect of, or own, premises;

- enter into any reconstruction, amalgamation, merger or consolidation;

- sell, transfer or otherwise dispose of the Outstanding Assets or any other part of the Mortgaged Property or any right or interest therein or thereto or create or allow to exist any charge, lien or

	other encumbrance over the Mortgaged Property (to the extent it relates to the Company) except in accordance with the provisions of the Transaction Documents, *provided that*, this condition and restriction shall not apply to the Original Assets; and • open or have any interest in any account (other than (i) a maximum of two accounts established for the purpose of holding any subscription proceeds and/or transaction fees and/or to which amounts available to the Company to meet the costs and expenses payable by the Company in respect of the Notes are credited by the Company, or (ii) as may be permitted by any Transaction Document) with any bank or financial institution in connection with any Notes, the Outstanding Assets or the Mortgaged Property (other than the account with the Onshore Custodian holding the Non-Convertible Debentures and proceeds thereof) unless such account or the interest of the Company therein is immediately charged in favor of the Security Trustee.
Form, Denomination and Registration	The Notes will be issued in denominations of US$250,000 and integral multiples of US$1,000 in excess thereof. The Notes will be evidenced on issue by a Regulation S Global Certificate, registered in the name of a nominee of, and deposited with a custodian for, DTC, and a Rule 144A Global Certificate, registered in the name of a nominee of, and deposited with a custodian for, DTC.
Delivery of the Notes	The Company expects that delivery of the Notes will be made against payment therefore on or about October 29, 2020.
Business Day	A day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in each of Delhi, New York, Hong Kong, London, Mauritius, Singapore and Mumbai.
Note Trustee, Security Trustee, Paying Agent, Transfer Agent and Registrar	HSBC Bank USA, National Association
Onshore Custodian	Orbis Financial Corporation Ltd
Account Bank	AfrAsia Bank Ltd
Initial Determination Agent	Berries Advisory Services LLP. See "*The Initial Determination Agent.*"
Counterparties	Each of the following are Counterparties and may enter into Swap Transactions with the Company: • Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited, JPMorgan Chase Bank, N.A., Goldman Sachs International and Morgan Stanley & Co. International plc; and • other financial institutions may act as Counterparties in respect of the Notes from time to time.

Currency Hedging Arrangements	The Company intends to enter into Swap Transactions with one or more of the Counterparties to hedge the currency risks associated with issuing the Notes (denominated in U.S. dollars) and investing the issue proceeds thereof in Non-Convertible Debentures. The currency hedging arrangements will be non-deliverable transactions comprising one or more (i) cross-currency swaps in respect of the interest payments due under the Notes and the Non-Convertible Debentures (the "**Coupon Swap Transactions**"), (ii) currency forward call options in respect of the redemption amount due under the Non-Convertible Debentures at maturity (the "**Forward Call Option Transactions**"), (iii) currency spot call options in respect of the redemption amount due under the Non-Convertible Debentures at maturity (the "**Spot Call Option Transactions**"), and/or (iv) cross-currency swaps in respect of the redemption amount due under the Non-Convertible Debentures at maturity (the "**Principal Swap Transactions**"), each as documented by a confirmation substantially in the relevant form of the draft hedging confirmation (each a "**Form of Confirmation**" and together, the "**Forms of Confirmation**") set out in Annex B. See "*Summary of Certain Cash Flows.*"
No Registration Rights; Transfer Restrictions	The Company has not registered, and does not intend to register, the Notes under the Securities Act or the securities laws of any other jurisdiction. The Company does not intend to offer to exchange the Notes for notes registered under the Securities Act or the securities laws of any other jurisdiction. The Notes are subject to restrictions on transfer and may only be offered or sold in transactions exempt from, or not subject to, the registration requirements of the Securities Act. See "*Transfer Restrictions*" of this offering memorandum.
Listing	Approval-in-principle has been received for the listing and quotation of the Notes on the Official List of the SGX-ST. The Notes will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.
Governing Law	The Notes, the Trust Deed, each Swap Agreement, the Agency Agreement, the Determination Agency Deed, the Note Purchase Agreement and the Programme Deed will be governed by and will be construed in accordance with English law. The Mauritius Share Pledge, the Mauritius Fixed and Floating Charge and the Appointment Letter will be governed by and will be construed in accordance with the laws of Mauritius. The Account Bank Agreement will be governed by and will be construed in accordance with the laws of Mauritius.
Risk Factors	You should carefully consider the information under the caption "*Risk Factors*" and the other information included in this offering memorandum before deciding whether to invest in the Notes.

CUSIP	144A: 45410FAA3 Reg S: V4819FAA3
ISIN	144A: US45410FAA30 Reg S: USV4819FAA31

RISK FACTORS

An investment in the Notes involves a high degree of risk. You should carefully consider all the information in this offering memorandum and the attached Non-Convertible Debentures Offering Memorandum, including the risks and uncertainties described below and in the "Risk Factors" section in the Non-Convertible Debentures Offering Memorandum, in deciding whether to invest in the Notes. If any or some combination of the following risks and the risks described in the "Risk Factors" section in the Non-Convertible Debentures Offering Memorandum actually occur, our business, prospects, financial condition, assets or cash flows could suffer, the trading price of the Notes could decline, we may not be able to meet our obligations under the Notes and you may lose all or part of your investment.

The risks and uncertainties described in this section are those that we believe are material to us, but these risks and uncertainties may not be the only ones we face. Additional risks and uncertainties, including those that we are not aware of or currently consider immaterial which may become material, may decrease the value of the Notes.

For purposes of these risk factors, references to "Noteholders" or "holders" of Notes should generally be read as including holders of beneficial interests in such Notes, except where the context otherwise requires.

General

Investors in the Notes may receive back less than the original invested amount

The Company's ability to pay amounts on the relevant Notes is directly dependent on, amongst other things, the performance of the Non-Convertible Debentures. See "*Risk Factors*" in the Non-Convertible Debentures Offering Memorandum.

Investors in the Notes may lose up to the entire value of their investment in the Notes as a result of certain features of the Notes and on the occurrence of certain events, including, but not limited to, the following:

- if Hedge Completion has not occurred by the end of the Hedge Execution Period or the Non-Convertible Debentures Subscription Conditions are not satisfied and the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date, the Notes will be redeemed in full on the first Business Day following the Hedge Execution Period at the principal amount outstanding of each Note (but without accrued interest and subject to reduction due to the termination of the Swap Agreement (if any)) at such time). A Swap Transaction termination may result in termination payments being due by the Company to Counterparties. In such circumstances, the amount received by Noteholders and the value of the Notes may be reduced as a result of such termination payment and Noteholders may not receive amounts owing to them in full or at all or amounts received by them may be lower than would have been the case were they more senior in the order of priorities. In particular, Noteholders may receive less (possibly substantially less or zero) than the principal amount of their Notes or than the amount they invested;

- any of the Swap Transactions being terminated. If such event occurs the relevant currency protection provided by the relevant Swap Transaction will be lost and the Company's exposure to the rupee will be unhedged in whole or in part, which may, if the rupee depreciates, result in U.S. dollar losses being incurred by the Company, and consequently an equivalent loss in respect of the investors' investment in the Notes. A Swap Transaction termination may result in termination payments being due by the Company to Counterparties. In such circumstances, the amount received by Noteholders and the value of the Notes may be reduced as a result of such termination payment and Noteholders may not receive amounts owing to them in full or at all or amounts received by them may be lower than would have been the case were they more senior in the order of priorities. In particular, Noteholders may receive less (possibly substantially less or zero) than the principal amount of their Notes or than the amount they invested;

- any of (i) the Company, the Note Trustee, the Security Trustee, the Transfer Agent(s), the Principal Paying Agent, the Paying Agent(s), the Onshore Custodian, any Account Bank, the Registrar or the Determination Agent, (ii) any Non-Convertible Debentures Issuer, or (iii) any relevant Counterparty, are subject to insolvency, bankruptcy, examinership or analogous proceedings or some other event impairing the ability of each to meet its obligations on the Notes, the Outstanding Assets or any Swap Agreement, as applicable;

- the investor seeking to sell the relevant Notes prior to their scheduled maturity, and the sale price of the Notes in the secondary market is less than the investor's initial investment;

- any Non-Convertible Debentures Issuer not paying all amounts due when scheduled (including payment of principal and interest). While the payment obligations under the Notes are independent obligations, the payments on the Notes are dependent on timely payment under the Non-Convertible Debentures. Non-payment or late payment under the Non-Convertible Debentures may lead to the Notes being redeemed prior to the Maturity Date and the Noteholders may receive less (possibly substantially less or zero) than the principal amount of their Notes or than the amount they invested;

- the redemption of the Notes for any of the reasons set out in the Conditions. Upon redemption of the Notes there can be no assurance as to the amount of proceeds of any sale or liquidation of the Non-Convertible Debentures, since the market value of such assets will be affected by a number of factors (as more fully described in "*—Market Value of Notes*" below); or in the case of a redemption funded by a Permitted Equity/Subordinated Debt issuance by the Company, such redemption will be dependent on the performance of the relevant holders (who could be any person) of the Permitted Equity/Subordinated Debt of their funding obligations to provide sufficient cash to the Company to redeem the Notes and to pay for any other amounts senior to the Noteholders. Furthermore, the resultant termination of the Swap Transactions may result in termination payments being due by the Company to Counterparties. Payments to the Noteholders are subordinated to payments to a number of other Transaction Parties (including any Non-Defaulting Counterparty) in the order of priorities. As a result, Noteholders may not receive amounts owing to them in full or at all, or amounts received by them may be lower than would have been the case were they more senior in the order of priorities. In particular, Noteholders may receive less (possibly substantially less or zero) than the principal amount of their Notes or than the amount they invested;

- the Company is a special purpose vehicle and relies exclusively on third parties (including the Determination Agent, the Counterparties, the FX Conversion Banks, the Account Bank, the Principal Paying Agent, the Registrar and the Transfer Agents) to perform its obligations under the Notes. Any delay or failure by any such third party may adversely impact the ability of the Company to meet its obligations in respect of the Notes; and

- any sums payable by the Company (or, in the case of enforcement of security, by the Security Trustee) will be paid in accordance with a specified order of priorities. Payments to the Noteholders are subordinated to payments to a number of other Transaction Parties (including any Non-Defaulting Counterparty) in the order of priorities. This will mean that any payment to Noteholders (whether in respect of principal, premium or interest and whether before or after the occurrence of a Liquidation Event, Event of Default or Enforcement Event) will only be paid to the extent that all amounts due and payable to the more senior Transaction Parties (including any Non-Defaulting Counterparty) have been paid in full. As a result, Noteholders may not receive amounts owing to them in full or at all or amounts received by them may be lower than would have been the case were they more senior in the order of priorities. In particular, Noteholders may receive less (possibly substantially less or zero) than the principal amount of their Notes or than the amount they invested.

The Notes are not a suitable investment for all investors

Each investor in the Notes must determine the suitability of such investment in light of the investor's own circumstances. In particular, each investor should:

- have sufficient knowledge and experience (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisors) to evaluate the Notes, the merits and risks of investing in the Notes, and all information contained or incorporated by reference into this offering memorandum;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of the investor's particular financial situation, an investment in the Notes and the impact the Notes will have on the investor's overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the settlement currency is different from the currency in which such investor's principal financial activities are principally denominated;

- understand thoroughly (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisors) the terms of the Notes, including certain agreements and representations that any person who purchases Notes at any time is required to make, or is deemed to have made, as a condition to purchasing such Notes or any legal or beneficial interest therein, and be familiar with any relevant financial markets;

- understand thoroughly (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisors) the nature of the Notes, the relevant Non-Convertible Debentures and related Swap Transactions and how the performance thereof may affect the pay-out and value of the Notes; and

- be able to evaluate (either alone or with the help of a financial advisor and/or other professional advisor) possible scenarios for economic, interest rate and other factors that may affect the investment and the investor's ability to bear the applicable risks.

The Notes are complex financial instruments and the related Swap Transactions and value or recovery from the Non-Convertible Debentures will affect the pay-out and value of the Notes. An investor should not invest in Notes unless it has the expertise (either alone or with a financial advisor) to evaluate how the Notes, the Non-Convertible Debentures and the related Swap Transactions will perform under changing conditions, the resulting effects on the value of the Notes and the impact that such Notes will have on the investor's overall investment portfolio.

None of the Company, the manager(s) (being Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited and J.P. Morgan Securities plc, together, the "**Managers**"), the Note Trustee, the Security Trustee, any relevant Counterparty, the Onshore Custodian, the Account Bank, any Broker or any other Agent, or any Affiliate of any of them or any other person (including any directors, officers or employees thereof), has given, nor will any such person give, to any investor in the Notes (either directly or indirectly) any assurance or guarantee as to the merits, performance or suitability of such Notes, and the investor should be aware that the Company is acting as an arm's-length contractual counterparty and not as an advisor or fiduciary.

Characterization of the Notes for U.S. federal income tax purposes

The proper characterization of instruments such as the Notes for U.S. federal income tax purposes is subject to significant uncertainty. It is possible that the Notes could, for example, be treated as indebtedness of the Company or, alternatively, be treated as an equity interest in the Company. The Company plans to file IRS Form 8832, electing to be treated as an entity disregarded from its sole owner for U.S. federal income tax purposes, to be effective on or prior to the issuance of the Notes. To the extent it is required to take a position, the Company intends to treat the Notes as indebtedness for U.S. federal income tax purposes. However, the Company's determination is not binding on the U.S. Internal Revenue Service (the "**IRS**") and there is a significant risk that the IRS may disagree with such treatment. If the Notes are not treated as indebtedness of the Company, U.S. holders could be subject to adverse U.S. federal income tax consequences, which could be material. For example, each U.S. investor may be required to include in its calculation of taxable income its allocable portion of the items of income, deduction, gain or loss of the Company, including, without limitation, its allocable portion of interest income on the Non-Convertible Debentures and any income or deduction arising in connection with the Swap Agreements. Additionally, if the Notes are not treated as indebtedness for U.S. federal income tax purposes, a U.S. investor may also realize foreign currency gain or loss. Prospective investors should read the discussion under "*Taxation—Certain U.S. Federal Income Tax Considerations For U.S. Holders*" and consult their own tax advisors as to the U.S. federal income tax consequences of holding the Notes.

Credit Ratings and Reliance on Rating Agencies

It is a condition to the issue of the Notes that they be rated. A security rating is not a recommendation to buy, sell or hold any Notes, inasmuch as such rating does not comment as to market price or suitability for a particular purchaser. There is no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a Rating Agency if, in its judgment, circumstances (including a reduction in the perceived creditworthiness of third parties, including a reduction in the credit rating of each relevant Counterparty) in the future so warrant. At any time, any Rating Agency may revise its relevant rating methodology, with the result that any rating assigned to the Notes may be withdrawn, lowered or qualified. If a rating initially assigned to any Notes is subsequently lowered for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to such Notes and the market value of such Notes is likely to be adversely affected.

The ratings agencies' opinions may not reflect the potential impact of all risks relating to the structural, market and other factors which may affect the value of the Notes. Credit ratings are not a guarantee of quality. The credit ratings of the Notes will represent the rating agencies' opinions regarding their credit quality. Rating agencies attempt to evaluate the safety of principal and, if applicable, interest payments and do not evaluate the risks of fluctuations in market value. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events (such as a change in the status, circumstances, or financial position of any Non-Convertible Debentures Issuer or any Counterparty), so that the risk profile of the Notes at any given time may be better or worse than its credit rating indicates. Prospective investors should ensure they understand what any rating associated with the Notes (whether of the Notes themselves or of any other party or entity involved in or related to the Notes) means and what it addresses and what it does not address.

The Notes will have a corporate credit rating by the Rating Agencies. On the basis that the Notes have a number of structured features that are not common to a corporate credit transaction, prospective investors should consider, and draw their own conclusions, on whether a corporate credit rating is appropriate in the context of the Notes.

The assignment of a rating to the Notes should not be treated by a prospective investor as meaning that such investor does not need to make its own investigations into, and determinations of, the risks and merits of an investment in the Notes. During its holding of a Note, a Noteholder should take such steps as it considers necessary to evaluate the ongoing risks and merits of a continued investment in such Note. Such steps should not rely solely on ratings. In particular, prospective investors should not rely solely on downgrades of ratings as indicators of deteriorating credit. Market indicators (such as rising credit default spreads and yield spreads with respect to the relevant entity) often indicate significant credit issues prior to any downgrade. In addition, in relation to the Notes the depreciation of the rupee against the U.S. dollar may expose the Company to a funding shortfall and there is no guarantee that the Rating Agencies will monitor exchange rate fluctuations and their impact on the Notes on an ongoing basis. During the global financial crisis, rating agencies have been the subject of criticism from a number of global governmental bodies because they did not issue credit rating downgrades on a sufficiently quick basis. Prospective investors who place too much reliance on ratings, or who do not understand what the rating addresses, may be subject to losses as a result.

Market Value of Notes

The market value of the Notes will be affected by a number of factors, including without limitation (i) the value and volatility of the Non-Convertible Debentures, and the creditworthiness of each Non-Convertible Debentures Issuer and/or any Permitted Holders who acquire the shares of the Company through a Permitted Share Transfer, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the maturity date, and (iv) the nature and liquidity of the related Swap Agreements. Any price at which Notes may be sold prior to the maturity date may be at a discount, which could be substantial, to their face value and/or the value at which the Notes were acquired.

Prospective investors should be aware that not all market participants would determine prices in respect of the Notes in the same manner, and the variation between such prices may be substantial. Accordingly, any prices provided by a Manager may not be representative of prices that may be provided by other market participants. For this reason, any price provided or quoted by a Manager should not be viewed or relied upon by prospective investors as establishing, or constituting advice by that Manager concerning, a mark-to-market value of the Notes. The price (if any) provided by a Manager is at the absolute discretion of that Manager and may be determined by reference to such factors as it sees fit. Any such price may take into account fees, commissions or arrangements entered into by that Manager with a third party in respect of the Notes and that Manager shall have no obligation to any Noteholder to disclose such arrangements. Any price given would be prepared as of a particular date and time and would not therefore reflect subsequent changes in market values or any other factors relevant to the determination of the price.

Limited Liquidity and Restrictions on Transfer

No market may develop for the Notes. While one or more of the Manager(s) may make a market in the Notes upon their issuance, it is under no obligation to do so and may cease to do so at any time. In addition, there can be no assurance that any secondary market will exist at any time or to the extent that a secondary market does exist, that such market will provide the holders of any such Notes with liquidity or will continue for the life of the Notes. Accordingly, the purchase of the Notes is suitable only for investors who can bear the risks associated with a lack of liquidity in the Notes and the financial and other risks associated with the Notes. Investors must be prepared to hold the Notes for an indefinite period of time or until final maturity. See "*Plan of Distribution*" and "*Transfer Restrictions*."

Systemic Risk

Financial institutions and other significant participants in the financial markets that deal with each other are interrelated as a result of trading, investment, clearing, counterparty and other relationships. This risk is sometimes referred to as "systemic risk." Financial institutions such as the Manager(s), the Note Trustee, the Security Trustee, any Counterparty, the Onshore Custodian, the Account Bank, the Agents or any Broker, (or any Affiliate of any of them) that are financial institutions or are significant participants in the financial markets are likely routinely to execute a high volume of transactions with various types of counterparties, including brokers and dealers, commercial banks, investment banks, insurers, mutual and hedge funds, and institutional clients. To the extent they do so, they are and will continue to be exposed to the risk of loss if counterparties fail or are otherwise unable to meet their obligations. In addition, a default by a financial institution or other significant participant in the financial markets, or concerns about the ability of a financial institution or other significant participant in the financial markets to meet its obligations, could lead to further significant systemic liquidity problems and other problems that could have a material adverse impact on other entities and the value of the Notes.

Change of law and regulation

The terms and conditions of the Notes (the "**Conditions**") will be governed by English law, whereas the Mauritius Share Pledge and the Mauritius Fixed and Floating Charge will be each governed by Mauritius law, in each case, in effect as at the date of issue of the Notes or entry into the relevant documents (as the case may be). No assurance can be given as to the impact of any possible judicial decision or change to such law, the law governing the incorporation of the Company or administrative practice or its interpretation after the date of issue of the Notes, the Non-Convertible Debentures, or entry into the relevant documents (as the case may be).

The structure of the transaction and, *inter alia*, the issue of the Notes and the ratings which are to be assigned to the Notes are based on the law and administrative practice in effect as at the date of this offering memorandum as it affects the parties to the transaction, and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to such law (including any change in regulation which may occur without a change in primary legislation) and practice or its interpretation or tax treatment after the date of this offering memorandum nor can any assurance be given as to whether any such change would adversely affect the ability of the Company to make payments under the Notes. In addition, other regulatory requirements (including any applicable due diligence and disclosure obligations) or any Transaction Documents may be recast or amended and no assurance can be given that such changes will not adversely affect the compliance of the transaction with applicable law.

Investments may be subject to investment law and regulations

Investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should therefore consult its professional and legal advisors to determine whether and to what extent (i) the Notes are legal investments for it, and/or (ii) other restrictions apply to its purchase holding or disposal of any Notes. Financial institutions should consult their professional advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Notes in global form

As the Global Certificates will be held by or on behalf of DTC, investors will have to rely on their procedures for transfer, payment and communication with the Company. DTC will maintain records of the beneficial interests in the Global Certificates. While the Notes are represented by one or more Global Certificates, investors will be able to trade their beneficial interests only through DTC.

While the Notes are represented by one or more Global Certificates, the Company will discharge its payments obligations under the Notes by making payments to DTC for distribution to their accountholders. A holder of an interest in a Global Certificate must rely on the procedures of DTC to receive payments under the relevant Notes. Neither the Company nor the Note Trustee, nor any Agent has responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in Global Certificates.

Risks associated with features of the Notes

No interests in the Non-Convertible Debentures

Notwithstanding that (i) the Company's ability to pay amounts on the relevant Notes is directly dependent on, amongst other things, the performance of the Non-Convertible Debentures, (ii) the value of the Notes is likely to be correlated to the value of the Non-Convertible Debentures, (iii) this offering memorandum attaches the Non-Convertible Debentures Offering Memorandum, investors in the Notes will not have and shall not receive any direct rights in respect of Non-Convertible Debentures as a result of their holding of Notes and shall have no right to call for any Non-Convertible Debentures to be delivered to them. If, following a Liquidation Event or an Enforcement Event, the Company (or a Broker on its behalf or as directed by the Security Trustee (as part of any enforcement of Security under the Mauritius Share Pledge), as the case may be), sells the Non-Convertible Debentures, Noteholders may be able to acquire a direct right in respect of the Non-Convertible Debentures, subject to applicable Indian law regulations, by purchasing them from such person, but there can be no assurance that a Noteholder's bid would be successful.

The risk profile of the Notes will differ (potentially significantly) from the risk profile of the Non-Convertible Debentures.

Process for the issue of Non-Convertible Debentures (if any) on the Non-Convertible Debentures Closing Date

Each Non-Convertible Debentures Issuer may issue a single series of Non-Convertible Debentures pursuant to the procedure set out in the Non-Convertible Debentures Subscription Agreement. The Non-Convertible Debentures Subscription Agreement will set out the following as agreed between the Company and each Non-Convertible Debentures Issuer: (i) the maximum rupee principal amount of the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer (the "**Non-Convertible Debentures Maximum Principal Amount**"); (ii) the discount of the proposed Non-Convertible Debentures (the "**Non-Convertible Debentures Maximum Discount**") and (iii) the maximum annual interest rate on the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum annual interest rate as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Interest Rate**").

Pursuant to the terms of the Determination Agency Deed, during the Hedge Execution Period, the Determination Agent (for and on behalf of the Company) will:

(a) use best efforts to agree (for and on behalf of the Company) one or more Swap Transactions (each a "**Valid Swap Transaction**", and together, the "**Valid Swap Transactions**") with such Counterparties as it shall select (in good faith and a commercially reasonable manner), such that:

  (i) the weighted average Fixed Rate II (as defined in the forms of confirmation (the "**Forms of Confirmation**") attached to the Determination Agency Deed) of all such Valid Swap Transactions (including all Valid Swap Transactions entered into before such time or at the same time):

    (A) is the lowest it determines (in good faith and a commercially reasonable manner) is reasonably available from the Counterparties at the time of entering into each such Valid Swap Transactions; and

    (B) must result in the Proposed Interest Rate being less than or equal to the Non-Convertible Debentures Maximum Interest Rate;

  (ii) the aggregate Fixed Rate II Payer Currency Amount (as defined in the Forms of Confirmation) of all such Valid Swap Transactions must be less than or equal to the aggregate of the Non-Convertible Debentures Maximum Principal Amount; and

(iii) all such Valid Swap Transactions must otherwise be substantially on the terms of one of the Forms of Confirmation,

until such time that the aggregate Fixed Rate I Payer Currency Amount (as defined in the Forms of Confirmation) of all such Valid Swap Transactions is equal to the aggregate outstanding principal amount of the Notes (the "**Hedge Completion**");

(b) immediately following the Hedge Completion, determine: (A) the aggregate Fixed Rate II Payer Currency Amounts (the "**Executed Notional Amount(s)**") of all Valid Swap Transactions and (B) the Initial Non-Convertible Debentures Principal Amount of Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer which may be issued as a result. The aggregate of the "**Initial Non-Convertible Debentures Principal Amount**" of the Non-Convertible Debentures to be issued by the Non-Convertible Debentures Issuers will be equal to the Executed Notional Amount(s);

(c) immediately following the Hedge Completion, determine: (i) the proposed interest rate (the "**Proposed Interest Rate**") of the Non-Convertible Debentures as the weighted average Fixed Rate II of all Valid Swap Transactions and (ii) the applicable proposed discount to the principal amount of the Non-Convertible Debentures (the "**Proposed Discount**"); and

(d) following the determination of the Proposed Interest Rate, the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount in each case of the applicable Non-Convertible Debentures, issue a notice (such notice, the "**Pricing Notice**") to the Non-Convertible Debentures Issuers, the Principal Paying Agent and the Account Bank with a copy to the Company setting out the Proposed Interest Rate, the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount, in each case of the applicable Non-Convertible Debentures.

If (A) the Proposed Interest Rate is less than or equal to the Non-Convertible Debentures Maximum Interest Rate, (B) the Proposed Discount is less than or equal to the Non-Convertible Debentures Maximum Discount and (C) the Initial Non-Convertible Debentures Principal Amount is less than or equal to the Non-Convertible Debentures Maximum Principal Amount, in each case of the applicable Non-Convertible Debentures, then, subject to the satisfaction of Non-Convertible Debentures Subscription Conditions (unless waived by the Company), on the Non-Convertible Debentures Closing Date, each Non-Convertible Debentures Issuer will issue, and the Company will subscribe for, the applicable Initial Non-Convertible Debentures Principal Amount of each of the Non-Convertible Debentures with an interest rate equal to the Proposed Interest Rate and at an issue price equal to par less the applicable Proposed Discount (each as set out in the Pricing Notice). Subject to the provisions of the Determination Agency Deed, the interest rate of the Non-Convertible Debentures may be modified by mutual agreement between the Non-Convertible Debentures Issuers and (i) the Non-Convertible Debentures Trustee, and/or (ii) the Company.

If Hedge Completion has not occurred on or prior to the expiration of the Hedge Execution Period, the Non-Convertible Debentures Subscription Conditions are not satisfied (unless waived by the Company) or the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date (a "**Non-Convertible Debentures Pricing Unwind Event**"), the Determination Agent (for and on behalf of the Company) shall give notice thereof to the Note Trustee, each Counterparty (whose contact information is specified in the relevant Swap Agreement) and to the Noteholders in accordance with Condition 18 (with a copy to the Company) as soon as practicable and will on the first Business Day following the Non-Convertible Debentures Pricing Unwind Event, calculate the Non-Convertible Debentures Pricing Unwind Amount and notify the Principal Paying Agent and the Account Bank.

Prospective investors should note that notwithstanding entry into the Non-Convertible Debentures Subscription Agreement, there can be no assurance that the Company and the Non-Convertible Debentures Issuers will agree pricing at a level such that any proposed issue will proceed. The ability of the Company and Non-Convertible Debentures Issuers to agree pricing will depend on a number of factors including (without limitation) (1) the Non-Convertible Debentures Issuers setting an achievable Non-Convertible Debentures Maximum Interest Rate on the basis of market conditions, and (2) the Determination Agent being able to agree appropriate pricing for the required notional amount of Swap Transactions with the Counterparties. See "*—Risks Relating to reliance on Third Parties—Risks Relating to a Determination Agent*" below.

Prospective investors should be aware that the Company will rely to a high degree on the Determination Agent (acting on its behalf) and the exercise by the Determination Agent of the discretions and powers afforded to it pursuant to the terms of the Determination Agency Deed. See "*—Risks Relating to reliance on Third Parties—Risks Relating to a Determination Agent.*"

Currency Risks arising from settlement of the Notes prior to the settlement of the Non-Convertible Debentures

The purchase price payable by the Company in respect of the Non-Convertible Debentures will be settled in rupees. As India maintains a managed floating exchange rate system under which market forces determine the exchange rate for the rupee, this introduces a number of risks related to an adverse movement in the U.S. dollar/rupee exchange rate between the time of pricing of the Notes and the date of settlement of the Non-Convertible Debentures.

Risks inherent to the Non-Convertible Debentures issuance process

Following the date of settlement of the Notes, pursuant to the terms of the Non-Convertible Debentures Subscription Agreement, each Non-Convertible Debentures Issuer and the Company will agree on the Non-Convertible Debentures Maximum Interest Rate that each Non-Convertible Debentures Issuer is willing to pay on the proposed series of Non-Convertible Debentures and the Non-Convertible Debentures Maximum Discount it is willing to accept. If there is a material adverse movement in the U.S. dollar/rupee exchange rate on during the Hedge Execution Period, it may not be possible for the Determination Agent (acting on behalf of the Company) to agree pricing with the Counterparties for the required notional amount of Swap Transactions that enables the Non-Convertible Debentures to be priced at a rate less than or equal to the stated Non-Convertible Debentures Maximum Interest Rate. Accordingly, there can be no assurance that the Determination Agent (acting on behalf of the Company) and the relevant Non-Convertible Debentures Issuer will agree pricing of the Non-Convertible Debentures at a level such that any proposed issuance will take place.

Prospective investors should be aware that if the Company is able to issue a Pricing Notice in respect of the Non-Convertible Debentures with a rate less than or equal to the Non-Convertible Debentures Maximum Interest Rate, the settlement mechanism for the Non-Convertible Debentures also results in a settlement risk. See "*—Risks associated with features of the Notes—Settlement Risk on Non-Convertible Debentures*" below.

Under the terms of the Non-Convertible Debentures Subscription Agreement, the obligations of the Initial Investor are conditional upon the satisfaction of certain conditions precedent. Accordingly, there may be circumstances in which the proposed Non-Convertible Debentures are not issued notwithstanding that Swap Transactions to hedge the currency risk under such proposed Non-Convertible Debentures have been entered into by the Company. If, despite the successful conclusion of the Swap Transactions, the Non-Convertible Debentures are not issued, the Company will have to unwind the Swap Transactions entered into with the Counterparties. It is likely that the Company will incur swap unwind costs as a result of any such unwind. The Company will have no assets other than the issue proceeds and the contracts (including the Swap Agreements) that it will have entered into. Any such unwind costs payable to a Non-Defaulting Counterparty will adversely affect the ability of the Company to meet its obligations with respect to the Notes as the Non-Defaulting Counterparty is senior to the Noteholders in the order of priorities and will be paid out *pari passu* and *pro rata* with other amounts due to other Non-Defaulting Counterparties. Noteholders should expect that the Company will not have available funds to be able to pay amounts due under the Notes in full. See "*—Risks associated with features of the Notes—Risks arising from the application of proceeds in accordance with priorities of payment.*"

Settlement Risk on Non-Convertible Debentures

The settlement mechanism for the issue of the Non-Convertible Debentures will not require the simultaneous delivery of the relevant Non-Convertible Debentures by the relevant Non-Convertible Debentures Issuers in exchange for payment of their purchase price by the Company. As a result, the Company will be required to release the purchase price payment to the relevant Non-Convertible Debentures Issuers before it is certain that it will receive the applicable Non-Convertible Debentures from the relevant Non-Convertible Debentures Issuers, thus incurring settlement risk. As a result of this settlement risk, there can be no assurance that the relevant Non-Convertible Debentures Issuers will deliver the Non-Convertible Debentures to the Company even after payment for such Non-Convertible Debentures having been made by the Company. If such settlement risk is realized, such event will constitute a breach of the Non-Convertible Debentures Subscription Agreement and an Event of Default under the Notes and the Company may have no cash at that time and only a claim against the Non-Convertible Debentures Issuer(s).

Benefit of the Indemnity claim available to the Company against each Non-Convertible Debentures Issuer will not be available to the Noteholders

Pursuant to the Non-Convertible Debentures Subscription Agreement, each Non-Convertible Debentures Issuer agrees to indemnify the Company (the "**Company Indemnity**") from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with investigating, defending against or appearing as a third party witness in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) arising out of or in respect of, *inter alia*, any untrue statement or alleged untrue statement of a material fact contained in each Non-Convertible Debentures Offering Memorandum as at the date thereof.

Pursuant to the Note Purchase Agreement, the Managers have been indemnified (the "**Manager Indemnity**") by the Company from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with investigating, defending against or appearing as a third party witness in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) arising out of or in respect of, *inter alia*, any untrue statement or alleged untrue statement of a material fact contained in this offering memorandum (including the Non-Convertible Debentures Offering Memorandum).

If the Managers bring a claim (a "**Manager Indemnity Claim**") against the Company pursuant to the Manager Indemnity, the Company is obliged to bring a back-to-back claim under the Company Indemnity to the extent the Manager Indemnity Claim relates to, *inter alia*, any untrue statement or alleged untrue statement of a material fact contained in the Non-Convertible Debentures Offering Memorandum.

Furthermore, pursuant to the Note Purchase Agreement, the Company has irrevocably agreed that, on request from one or more Managers, it will open an escrow account (the "**Manager Indemnity Account**") secured in favor of the Managers for the receipt of the cash proceeds of any successful claim made under the Company Indemnity. The Managers will have the right to direct the Company to instruct the relevant Non-Convertible Debentures Issuer (or any other person) to pay the cash proceeds of any successful claim under the Company Indemnity directly to the Manager Indemnity Account.

Accordingly, Noteholders should expect that the benefit of the Company Indemnity (and any amounts received thereunder) will fall outside the assets of the Company available to pay amounts owing to the Noteholders. As a result, even if a Company Indemnity claim is successful, the Company will not have the ability to pay any portion of the proceeds of such a claim to the Noteholders.

Noteholders' potential inability to recover for untrue statements as a result of non-availability of any benefit under the Company Indemnity

There may be circumstance in which an investor's only recourse for any untrue statement or alleged untrue statement of a material fact contained in this offering memorandum or the Non-Convertible Debentures Offering Memorandum is to the Company. This situation could arise where the relevant laws and regulations provide that the Company will be held strictly liable for any such untrue statement or alleged untrue statement, while providing other parties with a due diligence defense (or other defense) to any such claim brought by a Noteholder.

As explained above in "*—Benefit of the Indemnity claim available to the Company against each Non-Convertible Debentures Issuer will not be available to the Noteholders*," even if the claims of Noteholders against the Company for any untrue statement or alleged untrue statement are successful, the Company will not have available to it, and the Noteholders will not be able to derive the benefit of, any amount received pursuant to the enforcement of a matching "back-to-back" claim made by the Company under the Company Indemnity against the Non-Convertible Debentures Issuer(s).

Risks arising from the application of proceeds in accordance with priorities of payment

The Company will on each payment date under the Transaction Documents (other than the Non-Convertible Debentures Subscription Agreement and the Non-Convertible Debentures Trust Deed) (including any Company Application Date (in relation to a Liquidation or Funded Redemption)) and the Security Trustee will on each Trustee Application Date (in relation to an enforcement of Security) apply any sums available to it on such date that are received by or on behalf of the Company from the Mortgaged Property and the Outstanding Assets for the Notes as set out below but, in each case, only after deduction in the following order of (i) any taxes required to be paid by virtue of any Permitted Equity/Subordinated Debt issuance or the realization of any assets or property in connection with any Liquidation or enforcement of the Security (as may be applicable), followed by, (ii) each of the Security Trustee's and Note Trustee's expenses, remuneration, indemnity payments and other amounts due to the Security Trustee and the Note Trustee (including legal fees) in respect of the Notes (including such expenses, remuneration, indemnity payments or other amounts that have arisen in connection with any enforcement of the Security), followed by, *pro rata* and *pari passu*, (iii) any remuneration and other amounts (including any costs, charges, expenses and liabilities) due to the Company or any entity engaged by the Company in connection with any Permitted Equity/Subordinated Debt issuance or any entity appointed as Broker and arising by virtue of the realization of any assets or property in connection with any Liquidation or enforcement of the Security, followed by (iv) the Onshore Custodian's fees and expenses and any other amounts payable by the Company to the Onshore Custodian in relation to the Outstanding Assets, and followed by (v) the custodian's fees and expenses and any other amounts payable by the Company to the custodian in relation to the Additional Outstanding Assets (if any):

- first, in meeting *pro rata* and *pari passu* all claims of (a) any Account Bank for reimbursement of payments properly made to any party (other than the Principal Paying Agent) in respect of sums receivable on the Outstanding Assets and/or (b) the Principal Paying Agent for reimbursement in respect of payments of principal and interest properly made to holders of Notes and (c) any Account Bank, the Principal Paying Agent and any other Agent in respect of any expenses and costs properly incurred by, or any claims, liabilities (including any indemnity payments), remuneration and other amounts due to, any Account Bank, the Principal Paying Agent and any other Agent in the performance of their duties under the relevant Account Bank Agreement, the Agency Agreement or the Determination Agency Deed, as the case may be;

- second, in meeting *pro rata* and *pari passu* the claims of each Non-Defaulting Counterparty under the Swap Agreements to which each such Non-Defaulting Counterparty is party;

- third, in meeting *pro rata* and *pari passu* the claims of the Noteholders;

- fourth, provided that, at that time, no other amounts are due and payable (or are scheduled to become due and payable within the next five (5) Business Days) by the Company, in meeting *pro rata* and *pari passu* the claims of each Defaulting Counterparty under the Swap Agreements to which each such Defaulting Counterparty is party; and

- fifth, in payment of the balance to the Company (including to pay other costs, charges, expenses and liabilities or any Permitted Equity/Subordinated Debt incurred by the Company).

The claims set out above may be denominated in USD or INR. In respect of any USD-denominated claims, to the extent that the Company does not have sufficient Outstanding Assets in the form of USD cash (and will not be receiving sufficient USD cash from the Swap Transactions) and will need to fund payment of these claims from Outstanding Assets in the form of INR cash, subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*), the Company shall procure for such INR cash to be converted into USD.

Accordingly, payments to the Noteholders are subordinated to payments to a number of other Transaction Parties (including any Non-Defaulting Counterparty) in the order of priorities. Noteholders will only be paid to the extent that all amounts due and payable to the more senior Transaction Parties (including the non-Defaulting Counterparty) have been paid in full. As a result, Noteholders may not receive amounts scheduled to be payable to them in full or at all or amounts received by them may be lower than would have been the case were they more senior in the order of priorities.

Non-Convertible Debentures are scheduled to mature after the Notes

Investors should note that the scheduled maturity date of the Non-Convertible Debentures falls after the scheduled maturity date of the Notes. As a result, the Company is not scheduled to receive any redemption proceeds under the Non-Convertible Debentures prior to the maturity date of the Notes, which may lead to a shortfall in meeting its obligations under the Swap Transactions and the Notes.

On the date falling five Business Days prior to the Maturity Date, the Company will deliver a notice to the Non-Convertible Debentures Issuers to require the Non-Convertible Debentures Issuers to redeem all of the

Non-Convertible Debentures pursuant to the section titled "*Initial Investor Put Right*" in the Non-Convertible Debentures Conditions (the "**Put Option Redemption**"). Investors should note that if, for any reason the Company does not deliver the notice to the Non-Convertible Debentures Issuers and a Put Option Redemption is not triggered in respect of all of the Non-Convertible Debentures or if the Non-Convertible Debentures Issuers fails to redeem the Non-Convertible Debentures in connection with such Put Option Redemption, the Company may face a shortfall in meeting its obligations under the Swap Transactions and Notes and investors may suffer losses on their investment.

Risks arising from the transfer of shares in the Issuer to any Permitted Holder

If the shares in the Issuer are transferred by Appleby Global Services (Mauritius) Ltd as trustee of the Diamond Purpose Trust (the "**Share Trustee**") to a Permitted Holder pursuant to a Permitted Share Transfer, the Company will have certain additional rights under the Transaction Documents that it would not have prior to such Permitted Share Transfer, including the right to unwind existing Swap Transactions or enter into new Swap Transactions with one or more existing or new Counterparties, the right to replace the Determination Agent and appoint a replacement who may be a shareholder of the Company (or an affiliate of such shareholder) and the right to appoint an additional Account Bank, in each case without consent of the Noteholders. While the exercise of such rights are subject to the satisfaction of certain requirements, any replacement or additional Swap Transaction, Counterparty, Determination Agent and/or Account Bank may operate in a different manner to the original Swap Transaction, Counterparty, Determination Agent and/or Account Bank and may bring additional or different risks to the Notes. The Permitted Holder(s) may also manage the Company in a manner that is different from the Share Trustee, including arranging the issuance of Permitted Equity/Subordinated Debt for the purposes of reducing the indebtedness or meeting the expenses of the Company, but at all times subject to the restrictions set out in the Notes and the Transaction Documents. Noteholders do not have the benefit of any guarantee or other form of credit support from any shareholder of the Company, including any Permitted Holder(s) following a Permitted Share Transfer. Further, following a Permitted Share Transfer, the Company may become a 'related party' creditor of the Non-Convertible Debentures Issuers for the purpose of creditor initiated corporate insolvency in India under the Insolvency and Bankruptcy Code 2016, as amended (the "**Bankruptcy Code"**). The Bankruptcy Code offers a uniform, comprehensive insolvency legislation encompassing all companies, partnerships and individuals (other than financial firms). The Bankruptcy Code enables a creditor to file a corporate insolvency and resolution petition ("**CIRP**") against a debtor, including on default in payment of debt by the debtor. If the CIRP is admitted by the National Company Law Tribunal against any Non-Convertible Debentures Issuer, the declaration of a moratorium by the adjudicating authority until completion of the corporate insolvency resolution process under the Bankruptcy Code will prohibit the creation of encumbrance, disposal of assets of the Non-Convertible Debentures Issuer, any action to enforce the security interest of the Non-Convertible Debentures Issuer as well as the institution or continuation of legal proceedings against the Non-Convertible Debentures Issuers In addition, if an invocation and realization of security interest is sought in respect of a Non-Convertible Debentures Issuer against which a CIRP has been admitted, such claim will also be subordinated to certain payments, including certain liabilities preferred by law such as workmen's dues, wages to employees, government dues and certain other liabilities. For so long as the Company is a "related party" creditor of the Non-Convertible Debentures Issuers within the meaning of the Bankruptcy Code, the Company will not be able to participate in the meetings of the committee of creditors of any Non-Convertible Debentures Issuer in respect of which CIRP has been initiated unless there are no other "financial creditors" of such Non-Convertible Debentures Issuer within the meaning of the Bankruptcy Code.

Voting and Other Rights relating to the Outstanding Assets

Pursuant to the Trust Deed, the Company is restricted from exercising any rights, powers or interest (including, without limitation, voting rights under the Non-Convertible Debentures) with respect to the Mortgaged Property and the Outstanding Assets and may only do so in the circumstances as described below.

Asset Decisions

In respect of any potential Asset Decision where the Company (1) is entitled to, and has been notified of, its right to vote or otherwise grant any consent, exercise any discretion or take any action, including acting with respect to the Outstanding Assets, and (2) receives notification of such rights or powers and appropriate voting and/or other documentation, the Company will use its reasonable endeavors to notify the Note Trustee, the Security Trustee and the Noteholders of such fact and request the Noteholders to provide it with instructions as to the relevant matter.

Noteholders should note that the Company will vote in favor of any Non-Convertible Debentures Automatic Consent Event, which includes a proposed Change of Control Coupon Step-Up Event, a proposed Change of Control Non-Coupon Step-Up Event and a proposed Qualified Asset Sale (each as defined in the Non-Convertible Debentures Conditions), provided that each Rating Agency has given a Rating Agency Affirmation. Any instruction from the Noteholder(s) shall be disregarded in respect of Non-Convertible Debentures Automatic Consent Events.

Noteholders should note that before any matter can be an Asset Decision, each of the Counterparties must have provided the Company with their consent for such matter to be treated as such. The Counterparties have no obligation to provide such consent in a timely manner (or at all). Furthermore, the Counterparties are not under any obligation to consider the interest of the Noteholders in making such determination and are likely to act to protect their own best interests. As a result, Noteholders may not have the opportunity to vote on a matter that would improve their positions and may suffer a loss.

If each of the Counterparties provide their consent for a matter to be treated as an Asset Decision:

- The Company shall, on the instructions of one or more Noteholders (whether acting together or separately) holding an aggregate principal amount of the Notes which is not less than (x) the Relevant Threshold (if applicable) of the principal amount of the Notes then outstanding; or (y) otherwise, a majority of the principal amount of the Notes then outstanding (together, the "**Relevant Noteholders**"), use reasonable endeavors, subject at all times to applicable law and the terms and conditions of the Outstanding Assets, to procure that its rights or powers are exercised in accordance with the Relevant Noteholders' instructions (such instruction, an "**Asset Decision Instruction**") with respect to all of the Outstanding Assets provided that, where more than one Asset Decision Instructions are given as to the same matter, the Asset Decision Instruction given by the Relevant Noteholders holding the highest aggregate principal amount of the Notes shall prevail.

- If the Company does not receive the Relevant Noteholders' instructions by the close of business on the day that is two Business Days prior to the last day on which the relevant rights or powers are capable of being exercised in accordance with the terms of Outstanding Assets (or, if different, the date and time as otherwise notified to the Noteholders), the Company shall vote against the relevant matter and not grant any consent, exercise any discretion or take any action in relation to the Outstanding Assets.

- If the Company determines that it cannot exercise such rights or powers for any reason whatsoever, the Company shall abstain from voting in relation to the Outstanding Assets.

Furthermore, the Company shall not be required to exercise rights or powers in respect of the Outstanding Assets where the Company determines that to do so would lead to it incurring any loss, liability or expense. As a result, there can be no assurance that the Company will give effect to a Relevant Noteholder's instructions even if given within the timetable specified in the Conditions.

With approval of the Instructing Creditors

Subject to the provisions set out above, the Company may not otherwise exercise any rights, powers or interest (including, without limitation, voting rights) with respect to the Mortgaged Property or the Outstanding Assets without the prior approval of the Instructing Creditors delivered, at the expense of the Company, via the Security Trustee.

The Instructing Creditors are not permitted to give approval for any Asset Decision or in relation to any Redemption Request. In no circumstances will the Company vote in relation to any Non-Convertible Debentures Enhanced Majority Event that is not an Asset Decision.

Meetings of Noteholders, written resolutions, modification and waivers

The Trust Deed contains provisions for calling meetings of Noteholders to consider matters affecting their interests generally and to obtain written resolutions on matters relating to the Notes from Noteholders without calling a meeting. A written resolution signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed shall for all purposes be deemed to be an Extraordinary Resolution.

For so long as the Notes are in the form of a Global Certificate registered in the name of any nominee for one or more clearing systems, then, in respect of any resolution proposed by the Company or the Note Trustee:

(i) where the terms of the proposed resolution have been notified to the Noteholders through the relevant clearing system(s), each of the Company and the Note Trustee shall be entitled to rely upon approval of such resolution proposed by the Company or the Note Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in principal amount of the Notes outstanding. Neither the Company nor the Note Trustee shall be liable or responsible to anyone for such reliance; and

(ii) where electronic consent is not being sought, for the purpose of determining whether a written resolution has been validly passed, the Company and the Note Trustee shall be entitled to rely on consent or instructions given in writing directly to the Company and/or the Note Trustee, as the case may be, by accountholders in the clearing system with entitlements to such Global Certificate and/or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held (directly or via one or more intermediaries), provided that the Company and the Note Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment and provided that reasonable steps shall include the obtaining of an undertaking from the accountholder and/or beneficiary, as applicable, that they will not transfer any or all of such holding prior to the earlier of (i) the effecting of such amendment and (ii) a specified long-stop date. Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "**commercially reasonable evidence**" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg, DTC or any other relevant clearing system, and/or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal amount of the Notes is clearly identified together with the amount of such holding. Neither the Company nor the Note Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A written resolution or an electronic consent as described above may be effected in connection with any matter affecting the interests of Noteholders, including the modification of the Conditions, that would otherwise be required to be passed at a meeting of Noteholders satisfying the special quorum in accordance with the provisions of the Trust Deed, and shall for all purposes take effect as an Extraordinary Resolution.

Subject to the following paragraph these provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or in respect of the relevant resolution (or participate in the written resolution or electronic consent, as the case may be) and Noteholders who voted in a manner contrary to the majority (either in a meeting or by written resolution or electronic consent). The Note Trustee may, in certain circumstances and without the consent of Noteholders, (i) agree to certain modifications of, or the waiver or authorization of any breach or proposed breach of, the provisions of the Notes, (ii) concur with the Company in making any modifications to which it is a party or entering into any new documents, or (iii) determine that any Event of Default or potential Event of Default shall not be treated as such.

Notwithstanding the foregoing, in order to be effective, each of the Counterparties must consent to:

(i) any proposed modification to the following: Condition 4(a); Condition 4(c); Condition 4(d); Condition 4(e); Condition 4(f); Condition 7; Condition 8 (to the extent it is proposed that the

Interest Rate will be increased); Condition 10(a) or (b); Condition 11 (to the extent that (i) the Maturity Date or Early Redemption Date is to be delayed; or (ii) the Redemption Amount or Early Redemption Amount is to be increased); Condition 12; Condition 14(c); Condition 19; the governing law of any Transaction Document; the definition of "Mandatory Early Redemption Events"; or any definitions used in the Conditions identified above; and/or

(ii) any proposed waiver or authorization of any breach or proposed breach of Condition 12 (other than a Non-Convertible Debentures Default).

Trustee indemnity and/or security and/or pre-funding

In certain circumstances, the Noteholders may be dependent on the Note Trustee and/or the Security Trustee to take certain actions in respect of the Notes, in particular if the security in respect of the Notes becomes enforceable under Condition 12. Prior to taking such action, the Note Trustee or the Security Trustee, as the case may be, may require to be indemnified and/or secured and/or pre-funded to its satisfaction. If such Trustee is not satisfied with its indemnity and/or security and/or pre-funding, it may decide not to take such action, without being in breach of its obligations under the Trust Deed. Consequently, the Noteholders may have to either arrange for such indemnity and/or security and/or pre-funding or accept the consequences of such inaction by such Trustee. Noteholders should be prepared to bear the costs associated with any such indemnity and/or security and/or pre-funding and/or the consequences of any such inaction by such Trustee. Payments to the Noteholders are subordinated to payments to the Note Trustee and the Security Trustee in the order of priorities. Noteholders will only be paid to the extent that all amounts due and payable to the more senior Transaction Parties (including the Note Trustee and the Security Trustee) have been paid in full. As a result, Noteholders may not receive amounts owing to them in full or at all, or amounts received by them may be lower than would have been the case were they more senior in the order of priorities.

Noteholders Required to Take Action in Certain Circumstances

In certain circumstances the Noteholders may need to take collective action in order to exercise rights granted to them in the Conditions or the Trust Deed. In particular, if an Event of Default occurs, there will be no early redemption of the Notes unless: (x) the Note Trustee exercises its discretion to direct the Security Trustee to give an Enforcement Notice; or (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction): (i) if so requested in writing by the holders of at least 25 per cent. of the aggregate principal amount of the Notes then outstanding; or (ii) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding, it directs the Security Trustee to give an Enforcement Notice; or (y) any Counterparty to a Swap Transaction directs the Security Trustee to give an Enforcement Notice. The Security Trustee on being instructed by either the Note Trustee or any Counterparty pursuant to paragraphs (x) and (y) above to give an Enforcement Notice, shall give an Enforcement Notice (subject to being indemnified and/or secured and/or pre-funded to its satisfaction), in which event an "Enforcement Event" will occur and the Security shall have become enforceable. In the event of any conflict between instructions received by the Security Trustee from the Note Trustee and any Counterparty under paragraphs (x) and (y) above, the instructions that direct the Security Trustee to give an Enforcement Notice shall prevail. Accordingly, in such instances, the Noteholders may be required to indemnify and/or secure and/or pre-fund both the Note Trustee and the Security Trustee, respectively, to its satisfaction and a sufficient percentage of Noteholders would be required to direct the Note Trustee to direct the Security Trustee to declare an early redemption.

Following an Enforcement Event, prior to taking any action, step or proceeding in relation to the enforcement of the Security over the Mortgaged Property in accordance with the terms of the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge, the Security Trustee shall seek direction from the Instructing Creditors, receipt and implementation of which will be conditional upon the Security Trustee being indemnified and/or secured and/or pre-funded to its satisfaction. See "*Instructing Creditors instructions to the Security Trustee*" below.

Prospective investors should be aware that the interests of the Counterparties, on the one hand, and the Noteholders, on the other hand, may conflict in relation to the directions given to the Security Trustee regarding the enforcement of the Security. Any sums payable by the Security Trustee on enforcement of security will be paid in accordance with the order of priorities specified in the Conditions pursuant to which the Noteholders are subordinated to each Non-Defaulting Counterparty. See "*—Risks associated with features of the Notes—Risks arising from the application of proceeds in accordance with priorities of payment*" and "*—Conflicts of Interest.*"

Following a Liquidation Event, the Noteholders may also be required to take action to appoint a Broker if no Broker is appointed or if the Broker is subject to a Broker Replacement Event (broadly an insolvency event with respect to the Broker or, if the Broker is an affiliate of a Counterparty, an insolvency event with respect to that Counterparty). This is because no liquidation following a Liquidation Event is likely to take place without a Broker. See "*—Risks Relating to reliance on Third Parties —Risks Relating to a Broker*."

Noteholders may also be required to take similar action to appoint a replacement Determination Agent if the Determination Agent is subject to a Determination Agent Replacement Event. This will be necessary to enable certain calculations to be made in respect of the Notes prior to any payments made in respect of the Notes. For example, the Noteholders may be required to take action to appoint a Determination Agent if there is no Determination Agent at a time when a calculation or determination is required to be made in respect of a Redemption Request, a Counterparty Default Event and other circumstances set out in the Conditions or the Transactions Documents. Prior to any Liquidation Event in respect of all the Notes or the giving of an Enforcement Notice the Noteholders may direct the Company (provided it is indemnified, secured and/or prefunded to its absolute satisfaction) to appoint an entity nominated by the Noteholders as the replacement Counterparty. See "*—Risks Relating to reliance on Third Parties—Risks Relating to a Determination Agent*."

Modification

The Conditions, the Trust Deed, the Security Documents or any Related Agreement may be amended, or new agreements may be entered into by the Company, with the Note Trustee's agreement (except as set out in the Trust Deed) but without the consent of the Noteholders, if the amendment or new agreement (i) is in the opinion of the Note Trustee of a formal, minor or technical nature or is made to correct a manifest error, (ii) is not in the opinion of the Note Trustee materially prejudicial to the interests of the Noteholders, or (iii) if it relates to the issuance of Permitted Equity/Sub Debt or is to effect a Permitted Swap Replacement or Permitted Share Transfer, in each case, is made in accordance with Condition 19(b)(ii). In addition, other changes to the Conditions may be agreed by meetings of Noteholders or written resolution of the requisite number of Noteholders. Any dissenting or absent Noteholders will also be bound by such changes.

Alternative charged assets and equivalence of ratings

The Company may, subject to the restrictions in Condition 7, from time to time invest in the Additional Assets without the consent of Noteholders. In order to do so, the Company may create and issue further securities to be consolidated and form a single Series with the Notes and enter into associated hedging arrangements pursuant to the Swap Agreements that provide economically substantially equivalent protection as any Swap Transactions in respect of the Notes. The Original Assets in respect of such further Notes need not be identical to, or fungible with, the Outstanding Assets in respect of the existing Notes, although such securities must be issued by the Non-Convertible Debentures Issuers.

If the Company proposes any such issuance, it will notify each Rating Agency that then rates the Notes not later than seven (7) calendar days prior to the proposed issue date. If one or more of the Rating Agencies notifies or indicates to the Company that such issuance would result in the then current rating of the Notes being adversely affected or withdrawn, then the Company will not proceed with the proposed issuance.

In such circumstances, if the new Additional Assets purchased by the Company differ from the Original Assets (or other Additional Assets previously purchased by the Company), there can be no assurance that such new Additional Assets will perform equally or retain a value not less than the existing Outstanding Assets. Further, upon an issue of such further series of Notes, such new Additional Assets relating thereto will be commingled with the existing Outstanding Assets and shall form the aggregate Outstanding Assets with respect to the consolidated Series. Prospective investors should therefore be aware that upon any such issue the composition of the existing Outstanding Assets may change and there can be no assurance that the risk profile and aggregate performance of the combined Outstanding Assets will be equivalent to that of the Outstanding Assets prior to such issue, resale or reissue. Such circumstances and further series of Notes may have an adverse impact on the value of the Notes.

No gross-up for any withholding tax

Each Noteholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Notes including proceeds from a disposition of the Notes and repayment of principal. If any withholding tax or deduction for tax is imposed on any payments on the Notes, including payments of interest, premium, and principal, the Noteholders will not be entitled to receive amounts to compensate for such withholding tax and no Event of Default shall occur as a result of any such withholding or deduction.

The Company may become liable for tax charges whether by direct assessment or withholding (where relevant, at a rate in excess of any previously applicable rate of such tax). If any such event occurs that increases the costs and expenses of the Company or otherwise adversely affects the Company, the Notes may become subject to early redemption.

Foreign Account Tax Compliance Act (FATCA)

Sections 1471 to 1474 of the U.S. Internal Revenue Code, commonly known as "FATCA," impose a reporting regime and, potentially, a 30 per cent. withholding tax (a "**FATCA Withholding Tax**") with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions (each an "**FFI**") that do not comply with this reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. To receive certain payments free of FATCA Withholding Tax, an FFI generally will be required either (1) to enter into an agreement (an "**FFI Agreement**") with the IRS to identify "financial accounts" held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other FFIs that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime or (2) to comply with legislation in its home jurisdiction implementing an intergovernmental agreement between the United States and its home jurisdiction entered into in connection with FATCA (such agreement, the "**IGA,**" and such legislation, the "**IGA Legislation**"), which generally requires an FFI, among other things, to collect and provide to its home country tax authorities substantial information regarding direct and indirect holders of its "financial accounts." There is such an IGA between the United States and Mauritius (the "**Mauritius IGA**"). The Company may be considered an FFI for purposes of FATCA and a financial institution for purposes of the Mauritius IGA and, if so, required to comply with various requirements imposed under FATCA and the Mauritius IGA.

The application of FATCA to interest, principal or other amounts paid with respect to the Notes, amounts paid on Outstanding Assets and any Swap Agreement, and the information reporting obligations of the Company and other entities in the payment chain is not entirely clear. The Company intends to comply with the IGA Legislation implementing the Mauritius IGA such that it should not be subject to FATCA Withholding Tax on payments that it receives. However, no assurance can be given that the Company will be able to comply with the applicable IGA Legislation. If the Company becomes subject to FATCA Withholding Tax on any payments that it receives without any gross-up, such withholding tax could materially affect the Company's ability to make payments in respect of the Notes.

Under the provisions of IGAs as currently in effect, a financial institution that is in compliance with the applicable IGA Legislation would generally not be required to withhold under FATCA or an IGA from payments that it makes. However, certain aspects of the application of FATCA and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Accordingly, FATCA Withholding Tax may be imposed on payments on the Notes if (i) the Notes are treated as equity for U.S. federal income tax purposes, or (ii) the Notes are treated as debt for U.S. federal income tax purposes and are significantly modified more than six months after the date on which applicable final regulations defining "foreign passthru payments" are filed. In either case, such FATCA Withholding Tax may be imposed on any payment to, or through, a Noteholder that is an FFI if such FFI has not entered into an FFI Agreement or complied with the terms of an applicable IGA and IGA Legislation. However, under recently proposed regulations, any withholding on foreign passthru payments would apply only to passthru payments made on or after the date that is two (2) years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. Taxpayers generally may rely on these proposed regulations until final regulations are issued.

The Company and the applicable withholding agents reserve the right to withhold if they determine, in their good faith discretion, that FATCA Withholding Tax is applicable to a payment on the Notes. If FATCA Withholding Tax were to apply to payments to the Company or in respect of the Notes, there would be no additional amount payable by way of compensation to the Noteholders. An investor that is able to claim the benefits of an income tax treaty between its own jurisdiction and the United States may, in limited circumstances, be entitled to a refund of amounts withheld pursuant to FATCA on payments in respect of the Notes, though the investor would have to file a U.S. tax return to claim this refund and would not be entitled to interest from the IRS for the period prior to the refund.

The FATCA rules are particularly complex. Nothing in this section constitutes or purports to constitute tax advice and Noteholders are not entitled to rely on any provision set out in this section for the purposes of making any investment decision, tax decision or otherwise. Each investor should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how this legislation might affect it in its particular circumstance.

Instructing Creditors instructions to the Security Trustee

The Trust Deed contains provisions for the Security Trustee taking instructions from the Instructing Creditors.

The Instructing Creditors may give instructions to the Security Trustee by:

(i) a resolution (an "**Instructing Creditor Resolution**") passed at a meeting (an "**Instructing Creditor Meeting**") of Instructing Creditors convened in accordance with the terms of the Trust Deed; or

(ii) an instruction (an "**Instructing Creditor Written Instruction**") in writing signed (or electronically consented to) by or on behalf of Instructing Creditors,

in each case, provided that such Instructing Creditor Resolution or Instructing Creditor Written Instruction is passed or given (as the case may be) by one or more Instructing Creditors (whether Counterparties, Noteholders or a combination of each) with an aggregate Instructing Creditor Exposure of not less than:

(A) the Relevant Threshold (if applicable) of the aggregate Instructing Creditor Exposure at the relevant time; or

(B) otherwise, a majority of the aggregate Instructing Creditor Exposure at the relevant time.

Any such Instructing Creditor Resolution or Instructing Creditor Written Instruction will be binding on all Instructing Creditors, whether or not they were present at such Instructing Creditor Meeting or participated in such Instructing Creditor Written Instruction.

The "Instructing Creditor Exposure" will be, in the case of (i) a Noteholder, the principal amount outstanding of the Notes held or represented on the relevant date of the determination; and (ii) a Counterparty, the aggregate Swap Transaction Amount (which, broadly speaking, will be the mark-to-market of the Swap Transactions entered into with such Counterparty at the relevant time, determined in good faith and a commercially reasonable manner and certified by the relevant Counterparty to the Note Trustee and Security Trustee) on the relevant date of the determination; provided that if no such amount is owing to the relevant Counterparty on such date, the Swap Transaction Amount will be deemed to be zero. Any such resolution passed at any Instructing Creditors Meeting (or by Instructing Creditor Written Instruction) will be binding on all Instructing Creditors, whether or not they were present at such meeting or participated in such Instructing Creditor Written Instruction.

Prospective investors should be aware that in the event of an Instructing Creditor Resolution or an Instructing Creditor Written Instruction the votes of noteholders will be diluted by the claims of the Counterparties and that the interests of the Counterparties, on the one hand, and the Noteholders, on the other hand, may conflict. See "*—Conflicts of interest—Conflicts of interest between the Counterparties and the Noteholders.*"

Early redemption of Notes

Events giving rise to Early Redemption of Notes

Notes may redeem prior to the maturity date due to certain events as set forth in the Conditions. Prospective investors should be aware that on such an early redemption, Notes may be redeemed at less than par as a result of which Noteholders may lose up to the entire value of their investment in the Notes. The events that may lead to redemption prior to maturity fall into the following categories:

- *Redemption following a Mandatory Early Redemption Event*: Mandatory Early Redemption Events include a Note Illegality Event, a Company Equity Clawback Redemption and a Non-Convertible Debentures Redemption/Purchase Event. Upon the occurrence of a Mandatory Early Redemption Event, the Company shall give notice thereof to the Note Trustee, each Counterparty and to the Noteholders and each Note will be redeemed in whole or (in the case of a Non-Convertible Debentures Redemption/Purchase Event in respect of part of the Non-Convertible Debentures or a Company Equity Clawback Redemption) in part on the Early Redemption Date at its Early Redemption Amount (together with interest accrued on the principal amount of such Note being redeemed to the date of such redemption). Payment of the Early Redemption Amount will be subject to the priorities of payment and Noteholders may receive less (possibly substantially less or zero) than the principal amount of the Notes or the amount invested.

- *Redemption following an Optional Early Redemption Event*: Optional Early Redemption Events include: (i) the Company has or will become required by applicable law to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature in respect of any payment under or in respect of the Notes (a "**Notes Tax Event**"); (ii) an Outstanding Assets Tax Event; and (iii) if either party to a Swap Agreement designates an Early Termination Date (as defined in the Swap Agreements) in respect of that Swap Transaction or an Early Termination Date otherwise occurs (or is deemed to have been designated). Upon the occurrence of an Optional Early Redemption Event, the Company shall give notice thereof to the Note Trustee, each Counterparty and to the Noteholders. If such an event occurs, the Note Trustee at its discretion may, and shall (x) if so requested in writing by the holders of at least 50 per cent. of the aggregate principal amount of the Notes then outstanding or (y) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding (provided that, in each case, it is indemnified and/or secured and/or pre-funded to its satisfaction), give notice to the Company, each Counterparty and the Determination Agent that each Note is to be redeemed in whole on the Early Redemption Date at its Early Redemption Amount (together with interest accrued on the principal amount of such Note being redeemed to the date of such redemption). Payment of the Early Redemption Amount will be subject to the priorities of payment and Noteholders may receive less (possibly substantially less or zero) than the principal amount of the Notes or the amount invested.

- *Redemption following a Non-Convertible Debentures Pricing Unwind Event*: If Hedge Completion does not occur on or prior to the Hedge Execution Period and the Non-Convertible Debentures Subscription Conditions are not satisfied and the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date, the Company shall redeem each Note in full as more fully set out in Condition 11(d). Any Note redeemed as a result of a Non-Convertible Debentures Pricing Unwind Event will be redeemed at par (and without any accrued interest). Redemption amounts available to Noteholders may be reduced in the event that any Swap Transactions had been entered pursuant to the Swap Agreements prior to the Non-Convertible Debentures Pricing Unwind Event such that the relevant Swap Agreements have to be terminated and a termination amount becomes payable by the Issuer under such Swap Agreement(s). Such termination amounts will be calculated based on the mark-to-market at such time of the relevant Swap Transactions (if any) and would be paid ahead of the Noteholders in accordance with Condition 4(c). Noteholders will not receive any premium or compensation for the fact that following a Non-Convertible Debentures Pricing Unwind Event it may not be possible for them to reinvest the proceeds in similar investments for the remainder of the original term of the Note at an equivalent rate. See "*—Risks associated with features of the Notes—Process for the issue of Non-Convertible Debentures (if any) on the Non-Convertible Debentures Closing Date.*"

- *Redemption following an Event of Default*: Events of Default include (i) the Company defaults in making payment when due of any principal or interest in respect of the Notes if such default has not been remedied on or before the day falling three Business Days after the due date for payment; (ii) the Company fails to perform or observe any of its other obligations under the Notes or the Trust Deed (other than a failure resulting from a Non-Convertible Debentures Default) and such failure continues for a period of thirty (30) days (or such longer period as the Note Trustee may permit) following the service by the Note Trustee on the Company of notice requiring the same to be remedied; (iii) a Bankruptcy Event occurs; (iv) a Non-Convertible Debentures Default occurs;

(v) a Non-Convertible Debentures Subscription Agreement Default occurs; (vi) a Non-Convertible Debentures Taxation Redemption VRR Event; or (vii) a Swap Termination Default occurs.

If an Event of Default occurs, whether or not any Event of Default is continuing, (x) the Note Trustee at its discretion may, and shall: (i) if so requested in writing by the holders of at least 25 per cent. of the aggregate principal amount of the Notes then outstanding; or (ii) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding direct the Security Trustee to give an Enforcement Notice; and (y) any Counterparty to a Swap Transaction may direct the Security Trustee to give an Enforcement Notice. The Security Trustee on being instructed by either the Note Trustee or any Counterparty pursuant to paragraphs (x) and (y) above to give an Enforcement Notice, shall give an Enforcement Notice (subject to being indemnified and/or secured and/or pre-funded to its satisfaction), in which event an "Enforcement Event" will occur and the Security shall have become enforceable. In the event of any conflict between instructions received by the Security Trustee from the Note Trustee and any Counterparty under paragraphs (x) and (y) above, the instructions that direct the Security Trustee to give an Enforcement Notice shall prevail. Subject always to the terms of the Trust Deed, only the Note Trustee or the Security Trustee may pursue the remedies against the Company for any breach by the Company of the terms of the Trust Deed or the Notes and no Noteholder shall be entitled to proceed directly against the Company unless the Note Trustee or the Security Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails to do so within a reasonable period and such failure is continuing. In such circumstances, the Notes may be redeemed earlier than the Maturity Date and payment of the redemption amount will be subject to the priorities of payment which may result in Noteholders receiving less (possibly substantially less or zero) than the principal amount of the Notes or the amount invested.

The VRR Scheme is a new regulatory regime and some of its operational aspects may be unclear

In March 2019 the RBI introduced the "Voluntary Retention Route" ("**VRR**") pursuant to which FPIs can invest in eligible debt securities in India. The RBI regulations governing the VRR Scheme prescribe conditions in relation to allocation of the investment limits, retention period for the investment, transfer of the investment portfolio etc. However, since this is a relatively new regulatory framework certain issues may arise in relation to implementation and interpretation of the RBI regulations. In absence of an established market practice or any regulatory guidance, the investors and the intermediaries may take different views regarding certain provisions, which may not be the same as those of the regulator. This may lead to unforeseen complications which may have an adverse effect on the investment in the INR NCDs.

During the VRR Retention Period, the Company is required to retain 75% of the Committed Portfolio Size in India. Therefore, the Company in its capacity as Initial Investor of the Non-Convertible Debentures may not be able to remit the proceeds of any redemption or sale of the Non-Convertible Debentures to Noteholders outside India during the VRR Retention Period

Under the VRR Framework, an FPI must agree to retain at least 75% of the limits allotted to it under the VRR (the "**Committed Portfolio Size**") in India at all times for the retention period committed by such FPI (which cannot be less than three (3) years) (the "**VRR Retention Period**"). During the VRR Retention Period, the FPI is not allowed to remit amounts equivalent to more than 25% of the Committed Portfolio Size, unless it sells its investments to another FPI and the transferee FPI agrees to comply with prescribed conditions.

Therefore, during the VRR Retention Period, any remittance by the Company of proceeds from early redemption (whether due to certain tax events or an event of default, each as described in "*Description of the NCDs*" in the Non-Convertible Debentures Offering Memorandum) or sale (except in case of a sale to another FPI) of the Non-Convertible Debentures in excess of 25% of the Committed Portfolio Size will require the prior approval of the RBI, which approval may not be forthcoming. Further, if the amount invested by the Company in the Non-Convertible Debentures is less than 100% of the Committed Portfolio Size, then the amount of proceeds which the Company will be allowed to remit during the VRR Retention Period, without obtaining prior RBI approval may be less than 25% or at times nil.

Such an early redemption of the Non-Convertible Debentures may also lead to an early termination of the Swap Transactions, see "*Investors in the Notes may receive back less than the original invested amount*" above. The Company will not be permitted to convert such INR amount into USD and remit the USD to outside of India (including its account with the Account Bank). As a result, the Company (1) will be exposed to INR/USD foreign exchange risk for such INR amount for the remainder of the VRR Retention Period, which may adversely affect its ability to redeem the Notes, and (2) will not be able to redeem the Notes prior to the end of the VRR Retention Period.

Early redemption of Notes following a Mandatory Early Redemption Event or an Optional Early Redemption Event

If the Notes are to be redeemed as a result of a Mandatory Early Redemption Event or an Optional Early Redemption Event, such event will be a "Liquidation Event" unless the Company has elected Funded Redemption in the case of a Notes Tax Event or in the case of a Company Equity Clawback Redemption. Prospective investors should be aware that, on such an early redemption, the Company may not have sufficient amounts to redeem the Notes at par and as a result of which Noteholders may lose up to the entire value of their investment in the Notes. In the case of a Funded Redemption, the Company is dependent on the completion of any related Permitted Equity/Subordinated Debt issuance to provide it with sufficient funds to pay both the redemption amount to the Notes and to meet other payments (including any swap termination amounts) due. In the case of a Company Equity Clawback Redemption, any portion of the Non-Convertible Debentures (and related proceeds thereof) corresponding to the portion of Notes that have been partially redeemed may be withdrawn and used by the Company other than in accordance with the priorities of payment in Condition 4(c) and may be paid as dividend to its shareholders.

The likely impact of a Liquidation Event on Noteholders will depend on the type of event that occurs.

Liquidation Event as a result of a Non-Convertible Debentures Redemption/Repurchase Event

In certain circumstances (see "*Description of the NCDs*" in the Non-Convertible Debentures Offering Memorandum) pursuant to the terms of the Non-Convertible Debentures Trust Deed, each Non-Convertible Debentures Issuer is entitled to offer to redeem/repurchase some or all of the Non-Convertible Debentures by:

(a) delivery of a notice (a "**Redemption Notice**") to the Company (with a copy to the Non-Convertible Debenture Trustee); and

(b) paying a Redemption Request Fee in such amount as specified from time to time by the Company,

(such delivery and payment, a "**Redemption Request**") and requesting the Company to provide it with a quote to redeem a proportion (the "**Redemption Proportion**" or, if reduced as a result of required RBI approvals not being obtained, the "**VRR Permitted Redemption Proportion**") of the Non-Convertible Debentures. If the Company agrees to any such Redemption Request, such event will be a Non-Convertible Debentures Redemption/Repurchase Event. Such event will be a Liquidation Event and the Notes will redeem in whole or in part (corresponding to the proportion of the Non-Convertible Debentures redeeming) as a result of such event.

The Company will agree to such Redemption Request provided the Company is paid such amount (the "**Proposed Non-Convertible Debentures Redemption Price**" or the "**VRR Permitted Redemption Price**" (which may be above or below par), as applicable) sufficient to ensure that it does not suffer a funding shortfall and is at least able to satisfy certain payments in respect of the Swap Transactions (including as a result of the costs of unwinding the Swap Transactions) but otherwise irrespective of the impact of such redemption on the Noteholders. In the event that the Notes are redeemed early in such circumstances, it may not be possible for Noteholders to reinvest the proceeds of any such redemption in similar investments for the remainder of the original term of the Notes at an equivalent rate.

The Company will not be able to determine the amount of such swap unwind costs without assistance and so will need to the Determination Agent to make such determination. Any delay by the Determination Agent in agreeing (on behalf of the Company) to a Redemption Request may result in the offer represented by the Redemption Request expiring before such determination is made.

Liquidation Event as a result of a Note Illegality Event or Optional Early Redemption Event

Upon the occurrence of a Liquidation Event as a result of a Note Illegality Event or Optional Early Redemption Event, the Outstanding Assets (to the extent not already redeemed) will be sold or otherwise liquidated by the Company (or a Broker acting on its behalf). If no Broker is appointed by the Company at the time of any Liquidation Event, a Broker may need to be appointed (see "*—Risks associated with features of the Notes—Noteholders Required to Take Action in Certain Circumstances*") and such appointment may delay the Liquidation and redemption of the Notes.

During the Liquidation Period (which may be up to six months), the Broker may take such steps as it considers appropriate in order to effect an orderly Liquidation (so far as is practicable in the circumstances).

If there is no Broker at the commencement of a Liquidation Period, or the Broker is the subject of a Broker Replacement Event (such as an insolvency event with respect to the Broker or, if the Broker is an affiliate of a Counterparty, an insolvency event with respect to that Counterparty) during a Liquidation Period and prior to the Liquidation having been completed, then that Liquidation Period will, notwithstanding the preceding paragraph, instead continue until the earlier of (A) the date on which the Outstanding Assets have been liquidated in full or (B) the date (if any) on which the Security Trustee delivers an Enforcement Notice to the entity appointed as Broker at that time. As a result, such Liquidation may be delayed (potentially indefinitely) and there may be a corresponding delay to payments (if any) being made to the Noteholders and the Noteholders may suffer a loss (potentially of their full investment) as a result.

The Broker may effect such Liquidation at any time and at different times within the relevant Liquidation Period or in stages in respect of smaller portions, but may not delay the Liquidation of all or part of the Outstanding Assets beyond the relevant Liquidation Period for any reason whatsoever, including the possibility of achieving a higher price. For the avoidance of doubt, the Broker will not be liable to the Company, the Note Trustee, the Security Trustee, the Noteholders or any other person merely because a higher price could have been obtained had all or part of the Liquidation (i) been delayed beyond the relevant Liquidation Period; (ii) taken place at a different time within the relevant Liquidation Period, or (iii) been or not been effected in stages in respect of smaller portions. There is therefore no guarantee that the Broker will sell the Outstanding Assets at the most opportune time and the Noteholders may suffer a loss (potentially of their full investment) as a result. If the Broker is unable to sell all or part of the Outstanding Assets within the relevant Liquidation Period, then it is required to sell them at the expiration of the Liquidation Period, irrespective of the price obtainable and regardless of such price being close to or equal to zero. As a result, if the Broker is not able to sell any Outstanding Assets within the relevant Liquidation Period for any reason (including a lack of market liquidity at the relevant time) at the expiration of the Liquidation Period such Outstanding Assets may be sold at a substantial discount to their book value (or at zero) and Noteholders may suffer a loss (potentially of their full investment) as a result.

If the Broker determines that it is not permitted under applicable laws or under its internal policies having general application or it is otherwise not possible or practicable for the Outstanding Assets to be Liquidated (other than by reason of the nature or status of the relevant transferee) (such determination, a "**Liquidation Failure Event**"), the Broker will not be required to take any further action. The Broker will have no responsibility for the effect of any Liquidation Failure Event on any arrangements entered into or any other actions taken by the Broker in connection with the Liquidation of such Outstanding Assets. As a result, such Liquidation may be delayed (potentially indefinitely) and there may be a corresponding delay to payments (if any) being made to the Noteholders, and the Noteholders may suffer a loss (potentially of their full investment) as a result.

Prospective investors should be aware that the Broker will not be liable (i) to account for anything except the actual proceeds of any Liquidation received by it, or (ii) for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any Liquidation or from any act or omission in relation to any Liquidation or otherwise unless such costs, charges, losses, damages, liabilities or expenses were caused by its own fraud or willful default. In addition, the Broker will not be obliged to pay to the Company or to the Noteholders, the Note Trustee or the Security Trustee interest on any proceeds from any Liquidation held by it at any time.

Following a Liquidation, the amounts paid to Noteholders will generally be their *pro rata* share of the proceeds of the sale or redemption of the Outstanding Assets (or the rights in respect thereof) plus any termination payment paid by the relevant Counterparty to the Company in respect of any Swap Agreement following payment by the Company from such sums of amounts payable to any creditors of the Company in respect of the Notes who take priority to the claims of Noteholders as specified in the Conditions. If any termination payment in respect of the Swap Agreements is due to the relevant Counterparty from the Company, such amount will, in most circumstances, be payable out of the proceeds of sale or redemption of the Outstanding Assets (or the rights in respect thereof) in priority to any payment to Noteholders. See "*—Risks Relating to the Swap Agreements*" and "*—Risks associated with features of the Notes—Risks arising from the application of proceeds in accordance with priorities of payment*."

No assurance can be given as to the amount of proceeds of any sale or liquidation of such assets at that time, or even that a market will exist for such assets at the time since the market value of such assets will be affected by a number of factors including (without limitation) (i) the creditworthiness of each Non-Convertible Debentures Issuer, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the scheduled maturity of such assets, and (iv) the liquidity of such assets. Accordingly, the price at which such assets are sold or liquidated (if such sale is possible) may be at a discount, which could be substantial, to the market value of the Original Assets on the issue date and the proceeds of any such sale or liquidation may not be sufficient to repay the full amount of principal of and interest on the relevant Notes that the holders of such Notes would expect to receive if the Notes redeemed in accordance with their terms on their Maturity Date.

Early redemption of Notes following an Event of Default

Following an Enforcement Event, the Security Trustee shall, prior to taking any action, step or proceeding in relation to the enforcement of the Security, seek directions from the Instructing Creditors in accordance with the terms of the Trust Deed. The Instructing Creditors may give instructions to the Security Trustee. See "*Instructing Creditors instructions to the Security Trustee*" and "*Conflict of interest between the Counterparties and Noteholders.*"

Notwithstanding any other provision of the Notes or Transaction Documents to the contrary, as a result of applicable Indian laws and regulations, the Security Trustee shall not be permitted to take action, proceedings or steps in its own name, directly or indirectly, to enforce any rights of a holder of the Non-Convertible Debentures against the relevant Non-Convertible Debentures Issuer(s) in respect of the Non-Convertible Debentures. Further, as a result, of such Indian laws and regulations, the Company's rights, title and interest under the Non-Convertible Debentures and the Non-Convertible Debentures Subscription Agreement cannot be charged or assigned in favor of the Security Trustee. These restrictions will not prevent the Security Trustee enforcing the Mauritius Share Pledge or the Mauritius Fixed and Floating Charge and procuring that the Company takes such action in the Company's own name (as described below).

The Security Trustee will not be liable to the Noteholders or any Secured Creditors for any action it takes or it directs the Company to take and the Security Trustee will not have regard to the effect of any such action on individual Noteholders.

Following an Enforcement Event, the Security Trustee may, in enforcing the Security, sell or otherwise liquidate the relevant Mortgaged Property or any part thereof as it thinks fit, and the Security Trustee may, at its discretion (but subject to the restrictions mentioned above), take any such action as it deems appropriate, including, taking possession of all or part of the Mortgaged Property over which the Security has become enforceable.

No assurance can be given as to the amount of proceeds of any sale or liquidation of such assets at that time, since the market value of such assets will be affected by a number of factors including (without limitation) (i) the creditworthiness of each Non-Convertible Debentures Issuer, (ii) market perception, interest rates, yields and foreign exchange rates, (iii) the time remaining to the scheduled maturity of such assets, and (iv) the liquidity of such assets. Accordingly, the price at which such assets are sold or liquidated (if such sale is possible) may be at a discount, which could be substantial, to the market value of the Original Assets on the issue date and the proceeds of any such sale or liquidation may not be sufficient to repay the full amount of principal of, and interest on, the relevant Notes that the holders of such Notes would expect to receive if the Notes redeemed in accordance with their terms on their Maturity Date.

In addition, rather than selling or liquidating the Non-Convertible Debentures, the Security Trustee may enforce its rights under the Mauritius Share Pledge and the Mauritius Fixed and Floating Charge and, following a Non-Convertible Debentures Default, may be able to direct the Company to take such enforcement steps or proceeding directly in the Company's own name against the Non-Convertible Debentures Issuer(s) as the Security Trustee deems appropriate.

While it may be possible to effect a sale of the Non-Convertible Debentures more quickly than any enforcement action against the Non-Convertible Debentures Issuer(s), prospective investors should be aware that, following a Non-Convertible Debentures Default, the market value of such Non-Convertible Debentures will be affected by a number of the factors (including those set out above) and no assurance can be given as to the amount of proceeds of any sale or liquidation of such distressed assets at that time or even that a market will exist for a sale of such distressed assets. Prospective investors should also be aware that enforcing the rights of holders of the Non-Convertible Debentures across multiple states within India and enforcing foreign court judgments in respect of the Non-Convertible Debentures in India may prove difficult and take an inordinately long period of time and be subject to delays and administrative requirements (see "*—Risks Relating to India—Investors may not be able to enforce a judgment of a foreign court against the Company, certain of the Group's directors, or its key management, except by way of a suit in India on such judgment*" in the Non-Convertible Debentures Offering Memorandum). Accordingly, the proceeds of any such sale or liquidation by the Security Trustee, or enforcement steps which may be taken by the Security Trustee (subject to restrictions under applicable Indian laws and regulations), may not be sufficient to repay the full amount of principal of, and interest on, the relevant Notes nor may it compensate the Noteholders for any delay in realizing their recovery.

The Instructing Creditors may direct the Security Trustee how such enforcement shall proceed (see "*—Instructing Creditors*" and "*—Conflicts of Interest—Conflicts of interest between the Counterparties and Noteholders*").

Risks Relating to the Swap Agreements

Risks Relating to currency and foreign exchange hedging transactions

The Notes are denominated in U.S. dollars and the Company intends to invest a portion of the proceeds of the issue of the Notes in Non-Convertible Debentures which are denominated in rupees. The interest and principal payments made in rupees on the Non-Convertible Debentures shall be used by the Company to make the interest and principal payments on the Notes. As a result, the Company is exposed to fluctuations in the U.S. dollar/rupee exchange rate and any weakening of the rupee against the U.S. dollar will result in a residual exposure of the Company to currency and exchange rate fluctuations and a reduction in funds available for the Company to meet its obligations under the Notes.

Prospective investors should be aware that the Company intends to enter into Swap Transactions to hedge the currency and foreign exchange risks associated with issuing the Notes denominated in U.S. dollars and investing a portion of the issue proceeds of the Notes in Non-Convertible Debentures denominated in rupees (as described in the section of this offering memorandum entitled "*Summary of Key Transaction Documents—Determination Agency Deed*" and "*Summary of Certain Cash Flows*" below).

Each Swap Transaction will comprise one or more non-deliverable transactions comprising (i) cross-currency swaps in respect of the interest payments due under the Notes and the Non-Convertible Debentures (the "**Coupon Swap Transactions**"), (ii) currency forward call options in respect of the redemption amount due under the Non-Convertible Debentures at maturity (the "**Forward Call Option Transactions**"), (iii) currency spot call options in respect of the redemption amount due under the Non-Convertible Debentures at maturity (the "**Spot Call Option Transactions**") and/or (iv) cross-currency swaps in respect of the redemption amount due under the Non-Convertible Debentures at maturity (the "**Principal Swap Transactions**"), as documented by a confirmation substantially in the Forms of Confirmation. The Swap Transactions will hedge the currency exposure of the Company with respect to both the interest payment and principal payment on the Maturity Date.

In the event of a Swap Transaction being terminated, the relevant currency protection provided by such Swap Transaction to the Company will be lost and the currency exposure of the Company will become unhedged as a result. This could result in a total or substantial loss of the investment made by the Company in the Non-Convertible Debentures, such as U.S. dollar losses incurred by the Company resulting from the depreciation of the rupee, and consequently an equivalent loss in respect of the investors' investment in the Notes (see "*—Risks associated with features of the Notes—Early redemption of Notes—Early redemption of Notes following an Event of Default*" below).

Prospective investors should ensure that they have considered and fully understand the significantly increased risks of investing in the Notes where payment of principal and interest may rely on the performance of derivative contracts such as the Swap Transactions.

In particular, prospective investors should be aware that the Swap Transactions are likely to impact the risk profile of the Notes (when compared to the risk profile of the Non-Convertible Debentures). For example, the Swap Transactions may:

- increase the market price volatility of the Notes;
- themselves be illiquid, leading to a significant difference between their bid/offer prices: as a result, if a Swap Transaction terminates, it may not be possible to enter into a replacement Swap

Transaction at the same price. This may result in the Company suffering a funding shortfall, the Notes defaulting or otherwise being early redeemed and the Noteholders suffering a loss;

- cause a cash flow mismatch if a Swap Transaction terminates early and an Early Termination Amount is due to a Counterparty by the Company (see "*—Risks Relating to the Swap Agreements—Risks Relating to the Termination of the Swap Transactions*"); and
- adversely impact the amounts received by Noteholders. Payments to the Noteholders are subordinated to payments to a number of other Transaction Parties (including any Non-Defaulting Counterparty) in the order of priorities. Noteholders will only be paid to the extent that all amounts due and payable to the more senior Transaction Parties (including the non-Defaulting Counterparty) have been paid in full. As a result, the amounts payable to a Non-Defaulting Counterparty in respect of the mark-to-market value of the relevant Swap Transaction on terminations may reduce the amounts available to the Company to pay the Noteholders. See "*—Risks associated with features of the Notes—Risks arising from the application of proceeds in accordance with priorities of payment*."

Risks Relating to the creditworthiness of the Counterparties to the Swap Transactions

In the circumstances specified in any Swap Agreement entered into by the Company in connection with the Notes, the Company or the relevant Counterparty may terminate all outstanding Swap Transactions under the relevant Swap Agreement in whole. See the "*Events of Default*" and "*Termination Events*" sections of the description of the Swap Agreements included in "*Summary of Key Transaction Documents—The Swap Agreements*" below. Any termination of the Swap Transactions under a Swap Agreement will be an Optional Early Redemption Event under the Notes. Upon any redemption following such Optional Early Redemption Event, the amount paid to Noteholders to redeem such Notes may be significantly less than the Noteholders' original investment in such Notes and may be zero. See "*—Risks associated with features of the Notes—Liquidation Event as a result of a Note Illegality Event or Optional Early Redemption Even*t."

The Noteholders are relying not only on the creditworthiness of the Outstanding Assets, but also on the creditworthiness of each relevant Counterparty in respect of the performance of its obligations to make payments pursuant to any Swap Agreement. Default by the relevant Counterparty may result in termination of the relevant Swap Transaction and, in such circumstances, termination amount may be payable to the relevant Counterparty or any amount due to the Company upon such termination may not be paid in full.

The Company is exposed to fluctuations in the value of the Swap Transactions and to the creditworthiness of each relevant Counterparty.

The value of the Swap Transactions to the Company may increase or decrease from time to time during the term of the Notes, the Company may be "out-of-the-money" on the Swap Transactions throughout that term and the value of the Swap Transactions to the Company will have a significant import on the value of the Notes and the amount that Noteholders may receive upon redemption of the Notes.

Risk relating to the lack of obligation of Transaction Parties to provide non-public information about the Counterparties to investors

None of the Company, any Transaction Party or any Affiliate of any such persons makes any representation as to the credit quality of any Counterparty. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information in relation to such Counterparty. None of such persons is under any obligation to make such information directly available to Noteholders. None of the Company, any Transaction Party or any Affiliate of any such persons is under any obligation to make available any information relating to, or keep under review on the Noteholders' behalf, the business, financial conditions, prospects, creditworthiness or state of affairs of any Counterparty or conduct any investigation or due diligence thereon.

Risks Relating to the Termination of the Swap Transactions

Noteholders should be aware that the termination of any Swap Transaction may adversely affect the ability of the Company to meet its obligations with respect to the Notes.

A Swap Transaction will terminate early if either party to a Swap Agreement designates an Early Termination Date (as defined in the Swap Agreements) in respect of all or any Swap Transaction or an Early

Termination Date otherwise occurs (or is deemed to have been designated), in any case, in accordance with the terms of such Swap Agreement. Upon the termination of any Swap Transaction, an amount may be payable from one party to the other in accordance with the terms of the relevant Swap Agreement in respect of such termination (such termination payment, an "**Early Termination Amount**"). The Early Termination Amount (if any) will be due on the Swap Termination Payment Date (as such term is defined in "*Summary of Key Transaction Documents—The Swap Agreements—Termination Payments*" below).

Therefore, if the rupee has appreciated against the U.S. dollar (when compared to the rate at the time the relevant Swap Transaction was entered into), any Early Termination Amount is likely to be due from the Company to the Counterparties. If the U.S. dollar has appreciated against the rupee (when compared to the rate at the time the relevant Swap Transaction was entered into), any Early Termination Amount is likely to be due from the Counterparties to the Company.

The impact of the early termination of a Swap Transaction (and any corresponding Early Termination Amount) on the Noteholders will depend on the market conditions at the time of the designation of such early termination and it may also be affected by decisions taken by the Noteholders and other Transaction Parties (including any of the Counterparties). In a number of circumstances, termination of a Swap Transaction may lead to early redemption of the Notes and the Noteholders receiving less (possibly substantially less or zero) than the principal amount of the Notes.

Risk relating to the early termination of a Swap Transaction prior to the occurrence of a Liquidation Event or an Event of Default under the Notes

If a Swap Transaction terminates prior to the occurrence of a Liquidation Event or an Event of Default under the Notes, such termination may adversely affect the ability of the Company to continue meeting its ongoing obligations in respect of the Notes. This may occur, for example, in situations where a Swap Transaction has been terminated early and (i) the interest payments received by the Company on the Non-Convertible Debentures (converted into USD) are less than the Interest Payments due under the Notes; and/or (ii) the Company is the party required to pay an Early Termination Amount to the Counterparties under the relevant Swap Agreement.

Noteholders should be aware that it is extremely unlikely that the Company will be able to enter into a replacement Swap Transaction on terms sufficient to mitigate the adverse effects of the termination of a Swap Transaction. As a result, it is likely that any such termination will lead, either immediately or in due course, to an Event of Default and the Early Redemption of the Notes. In a number of circumstances, termination of a Swap Transaction may lead to early redemption of the Notes and the Noteholders receiving less (possibly substantially less or zero) than the principal amount of the Notes.

For illustrative purposes, we set out below four scenarios summarizing the possible impact of a termination of a Swap Transaction on the Notes:

- *Scenario 1: If a Counterparty is not the defaulting party and such Counterparty is "in-the-money" (i.e., the rupee has strengthened against the U.S. dollar).*

  In this circumstance:

  - the Counterparty will be the party responsible for calculating the Early Termination Amount and such amount will be due by the Company to the Counterparty on the Swap Termination Payment Date;

  - the Counterparty is senior to the Noteholders in the order of priorities and the Counterparty will be paid out *pari passu* and *pro rata* with other amounts due to other non-defaulting Counterparties; and

  - there is likely to be a cash flow shortfall for the Company as a result of the Early Termination Amount being due and payable by the Company.

In that scenario, Noteholders should expect that the Company will not have sufficient available funds to pay the Early Termination Amount on the Swap Termination Payment Date and an Event of Default (a "**Swap Termination Default**") will occur on such date.

In the unlikely event that the Company has sufficient available funds to pay the Early Termination Amount on the Swap Termination Payment Date, a Swap Termination Default will not occur on such date. However, as the Counterparty's claims will take priority to the claims of Noteholders in the order of priorities, payment of the Early Termination Amount will reduce the amount available to pay the Noteholders and may result in a payment default on the Notes.

To the extent an Event of Default occurs, whether or not any Event of Default is continuing, (x) the Note Trustee at its discretion may, and shall: (i) if so requested in writing by the holders of at least 25 per cent. of the aggregate principal amount of the Notes then outstanding; or (ii) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding, direct the Security Trustee to give an Enforcement Notice; and (y) any Counterparty to a Swap Transaction may direct the Security Trustee to give an Enforcement Notice. The Security Trustee on being instructed by either the Note Trustee or any Counterparty pursuant to paragraphs (x) and (y) above to give an Enforcement Notice, shall give an Enforcement Notice (subject to being indemnified and/or secured and/or pre-funded to its satisfaction), in which event an "Enforcement Event" will occur. In the event of any conflict between instructions received by the Security Trustee from the Note Trustee and any Counterparty under paragraphs (x) and (y) above, the instructions that direct the Security Trustee to give an Enforcement Notice shall prevail. Subject always to the terms of the Trust Deed, only the Note Trustee or the Security Trustee may pursue the remedies against the Company for any breach by the Company of the terms of the Trust Deed or the Notes and no Noteholder shall be entitled to proceed directly against the Company unless the Note Trustee or the Security Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails to do so within a reasonable period and such failure is continuing.

- *Scenario 2: If a Counterparty is the defaulting party and such Counterparty is "in-the-money" such that an Early Termination Amount is payable to the Counterparty (i.e., the rupee has strengthened against the U.S. dollar).*

  In this circumstance:

  - the Company (or the Determination Agent acting on its behalf) will be the party responsible for calculating the Early Termination Amount and such amount will be due by the Company to the Counterparty on the Swap Termination Payment Date. If no Determination Agent has been appointed at the relevant time, it is likely that there will be delays (for an uncertain period of time) in the calculation of the Early Termination Amount being made; and
  - the Counterparty is junior to the Noteholders in the order of priorities and will be paid out *pari passu* and *pro rata* with other amounts due to other Defaulting Counterparties.

In that scenario, Noteholders should expect that the Company will not have available funds to pay the Early Termination Amount on the Swap Termination Payment Date and a Swap Termination Default will occur on such date.

In the unlikely event that the Company has available funds to pay the Early Termination Amount on the Swap Termination Payment Date (after having paid any amounts due and payable to the Noteholders on or before such date), a Swap Termination Default will not occur on such date. However, as the assets of the Company are effectively limited to the Mortgaged Property and the Outstanding Assets (see "*Risks Relating to the Company and the Legal Structure—Special purpose vehicle*" below), even if such payment is made, Noteholders should expect that such payment will reduce the amounts available to pay the Noteholders on an on-going basis and may result in a payment default on the Notes.

If the Company does not have available funds to pay the Early Termination Amount on the Swap Termination Payment Date an Event of Default will occur on such date. Such Event of Default may result in the Security Trustee giving an Enforcement Notice and enforcing the Security on the terms set out in *Scenario 1* above.

- *Scenario 3: If a Counterparty is not the defaulting party and such Counterparty is "out-of-the-money" such that an Early Termination Amount is payable by the Counterparty (i.e., the rupee has weakened against the U.S. dollar).*

  In this circumstance:

  - the Counterparty will be the party responsible for calculating the Early Termination Amount and such amount will be due to the Company on the Swap Termination Payment Date; and

    - the Company is likely to have an immediate cash flow excess (to the extent it receives the Early Termination Amount on the Swap Termination Payment Date).

However, the Company may have an ongoing structural shortfall in cash flows (as the interest payments on the Non-Convertible Debentures are likely to be less than the unhedged interest payments). As a result, it is likely that, at some point after such Swap Termination Payment Date, any Early Termination Amount received from the Counterparty will be reduced over time and a payment default may occur on the Notes (which event will be an Event of Default). Such Event of Default may result in the Security Trustee giving an Enforcement Notice and enforcing the Security on the terms set out in *Scenario 1* above.

- *Scenario 4: If a Counterparty is the defaulting party and such Counterparty is "out-of-the-money" such that an Early Termination Amount is payable by the Counterparty (i.e., the rupee has weakened against the U.S. dollar).*

  In this circumstance,

    - the Company (or the Determination Agent acting on its behalf) will be the party responsible for calculating the Early Termination Amount and it will be due to the Company on the Swap Termination Payment Date. If no Determination Agent has been appointed at the relevant time, it is likely that there will be delays (for an uncertain period of time) in this calculation being made. Any such delay will result in a delay in payment of the Early Termination Amount to the Company and may, in turn, result in the Company being unable to meet payments to the Transaction Parties or the Noteholders, in which case an Event of Default will occur; and

    - the Company is likely to have an immediate cash flow excess (to the extent it receives the Early Termination Amount on the Swap Termination Payment Date). However, as the Counterparty is in default it is likely that there will be a delay (for an uncertain period of time) in the payment of any Early Termination Amount that is due and payable to the Company. If the Counterparty is insolvent, the Company may recover either a substantially reduced amount or possibly nothing at all. Any such delay, failure to pay or reduced recovery may, in turn, result in the Company being unable to meet payments to the Transaction Parties or the Noteholders in which case an Event of Default will occur.

Even if the Early Termination Amount is paid, the Company is likely to have an ongoing shortfall in cash flows (as the interest payments on the Non-Convertible Debentures are likely to be less than the unhedged interest payments). As a result, it is likely that at some point after the Swap Termination Payment Date, any Early Termination Amount received will be reduced over time and a payment default may occur on the Notes (which event will be an Event of Default).

Any such Event of Default may result in the Security Trustee giving an Enforcement Notice and enforcing the Security on the terms set out in *Scenario 1* above.

Risk relating to the early termination of a Swap Transaction following the occurrence of a Liquidation Event or an Enforcement Event under the Notes

If a Liquidation Event or an Enforcement Event occurs under the Notes, an Early Termination Date will occur automatically in respect of each Swap Transaction (if not already terminated) in accordance with the terms of the relevant Swap Agreement.

In such circumstances, if a Counterparty is "in-the-money" (i.e., the rupee has strengthened against the U.S. dollar), payment of the Early Termination Amount will be made by the Company to the Counterparty in priority to payments to the Noteholders in all circumstances other than where that Counterparty is a Defaulting Counterparty. As the assets of the Company are effectively limited to the Mortgaged Property and the Outstanding Assets (see "*Risks Relating to the Company and the Legal Structure—Special purpose vehicle*" below), the payment of such Early Termination Amount will reduce the amounts available to pay the Noteholders and the Noteholders may suffer a significant loss.

Risks Relating to the Company and the Legal Structure

Special purpose vehicle

The Company is incorporated as a special purpose vehicle with limited liability under the laws of Mauritius. The Company is centrally managed and controlled in Mauritius unless and until a Permitted Share Transfer occurs, following which the Company may be managed or controlled in a different jurisdiction. However, it will rely upon a number of third parties to perform its obligations in respect of the Notes on its behalf (see "*—Risks Relating to reliance on Third Parties*" below). So long as any of Notes remain outstanding, the Company will not engage in any business other than the raising of money by issuing Notes for the purposes of purchasing Non-Convertible Debentures, entering into related derivatives and other contracts and issuing Permitted Equity/Subordinated Debt solely to reduce the indebtedness or meet the expenses of the Company, the issuance proceeds of which have to be paid into the Initial Cash Account and form part of Mortgaged Property. The Non-Convertible Debentures so purchased and the contracts entered into, including any Swap Agreements in respect of an issue of Notes, are intended to ensure that, in the majority of cases (but not all), the Company will have sufficient funds to meet its obligations under the relevant Notes and the related contracts. The Company will have no assets other than the Non-Convertible Debentures, the contracts (including the Swap Agreements) that it will enter into and (if applicable) proceeds from the issuance of Permitted Equity/Subordinated Debt. Should such assets and contracts (including the Swap Agreements) of the Company (and/or any cash-flows arising therefrom) prove insufficient, the Company has no other assets available to satisfy the claims of Noteholders. There can be no assurance that the Company will be able to meet any claims made against it by Noteholders.

In addition, while any shareholder of the Company following a Permitted Share Transfer and any holder of Permitted Equity/Subordinated Debt will be required to grant security over its holding of such Permitted Equity/Subordinated Debt to the Security Trustee for the benefit of the Notes and such assets will form part of Mortgaged Property, the Notes will not be guaranteed by, or be the responsibility of, any other entity. In particular, the Notes do not represent an interest in and will not be obligations of, or insured or guaranteed by, the Manager(s), the Non-Convertible Debentures Issuers, the Broker (if any), the Onshore Custodian (if any), the Account Bank, any Counterparty, the Note Trustee, the Security Trustee or any Agent, any holder of Permitted Equity/Subordinated Debt or any shareholder of the Company following a Permitted Share Transfer, or any Affiliate of any of them.

Capitalization

The Company has issued one (1) share of US$1 nominal or par value and has an issued and paid up share capital of US$1 on the date of this offering memorandum.

Non-petition, limited recourse and related risks

In accordance with the terms of the Notes, Noteholders are not permitted to institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Company. In addition, Noteholders shall not be entitled to take any action against any of the officers, shareholders, members, corporate service providers or directors of the Company to recover any amounts in respect of the Notes.

The Noteholders shall have recourse only to the Mortgaged Property and (in accordance with these Conditions) the Outstanding Assets, subject always, in the case of the Mortgaged Property, to the Security, and not to any other assets of the Company. If after (i) the Mortgaged Property and the Outstanding Assets are exhausted (whether following Liquidation or enforcement of the Security) and (ii) application of the proceeds as provided in the Conditions, any outstanding claim, debt or liability against the Company in respect of the Notes or any Transaction Document relating to the Notes remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by the Company in respect thereof. Following extinguishment, neither the Noteholders nor any other person acting on their behalf shall be entitled to take any further steps against the Company or any of its officers, shareholders, members, incorporators, corporate service providers or directors to recover any further sum in respect of the extinguished claim, debt or liability, and the Company shall have no obligation to any such persons in respect of such further sum.

As a result of the risks outlined above, the Noteholders: (i) will not be permitted to wind up the Company (even in circumstances in which it is insolvent); (ii) will not have any recourse to any assets of the

Company other than to the Mortgaged Property (subject always to the Security) and the Outstanding Assets; and (iii) should not expect to have rights against any third party in respect of the Company's obligations under the Notes.

However, prospective investors should be aware that the Company may become subject to claims or other liabilities (whether in respect of the Notes or otherwise) that are not subject to the non-petition limitations. This may result in the winding-up of the Company notwithstanding the restrictions on the Noteholders described above.

Insolvency

The Company is prohibited under the Trust Deed from engaging in activities other than the issue of Notes or Permitted Equity/Subordinated Debt, entry into the Swap Agreements and related and incidental matters.

However, notwithstanding these restrictions, should the Company have outstanding liabilities to third parties which it is unable to discharge and as a result the Company becomes or is declared insolvent according to the law of any country having jurisdiction over it or any of its assets, the insolvency laws of that country may determine the validity of the claims of Noteholders and may prevent Noteholders from enforcing their rights or delay such enforcement. In particular, depending on the jurisdiction concerned and the nature of the assets and security, the security created in favor of the Noteholders may be set aside or rank behind certain other creditors and the assets subject to such security may be transferred to another person free of such security. See "*—Mauritius Risk Factors—The insolvency laws of Mauritius and other local insolvency laws may differ from those of another jurisdiction*." In addition, certain jurisdictions have procedures designed to facilitate the survival of companies in financial difficulties. In such jurisdictions the rights of Noteholders to enforce their security may be limited or delayed by such procedures.

Noteholders are advised to consult their own legal advisors in relation to the insolvency laws applicable to the Company.

Local Bank Account

In determining whether the conduct of business of the Company will be or is being managed and controlled from Mauritius (which is relevant to the Company maintaining its GB License and its ability to rely upon the provisions of the India-Mauritius Double Tax Treaty (the "**Treaty**"), see "*—Mauritius Risk Factors—Mauritius Taxation*"), the Mauritius Financial Services Commission will take into consideration a number of factors, including whether the Company is maintaining at all times its principal bank account in Mauritius. The Company has established the Initial Cash Account with the Initial Account Bank, which will be utilized by the Company as its operating account for the payment of ongoing expenses and the deposit of equity contributions, provided that the Company may open an additional Cash Account for such purposes following a Permitted Share Transfer. A security interest will be created by the Company in respect of all of its rights, title and interest in respect of any Cash Account and any deposit made by it with (or otherwise maintained for the Company by) any Account Bank pursuant to the Mauritius Fixed and Floating Charge or (in the case of any additional Cash Account) other charge in substantially similar form.

Risks related to Indian law restrictions on the taking and enforcement of Security

Pursuant to applicable Indian laws and regulation, following an Enforcement Event the Security Trustee will not be permitted to take action in its own name, directly or indirectly, to enforce any rights of a holder of the Non-Convertible Debentures against any Non-Convertible Debentures Issuer in respect of the Non-Convertible Debentures. However, pursuant to the enforcement of the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge over the shares of the Company, the Security Trustee in certain circumstances may be able to direct the Company to take enforcement steps or proceedings against any Non-Convertible Debentures Issuer. Accordingly, notwithstanding the broad discretion otherwise afforded to it, the Security Trustee may not take any action, proceeding or steps directly against a Non-Convertible Debentures Issuer in its own name, even if permitted to do so by the Security Documents. Further, as a result of applicable Indian laws and regulations, the Company's rights, title and interest under the Non-Convertible Debentures Subscription Agreement cannot be assigned in favor of the Security Trustee.

Risks Relating to reliance on Third Parties

The Company will rely on a number of third parties to perform duties on its behalf, including the Determination Agent, the Principal Paying Agent, the Paying Agent(s), the Transfer Agent, the Registrar, the Account Bank and the Onshore Custodian.

In the event that a Liquidation Event occurs, the Company will rely on the Broker (acting on its behalf) to effect a Liquidation. See "*—Risks associated with features of the Notes—Early redemption of Notes—Early redemption of Notes following a Mandatory Early Redemption Event or an Optional Early Redemption Event*."

Risks Relating to a Determination Agent

The Company will rely on a Determination Agent (acting on its behalf) to make various calculations and determinations in relation to the Notes and to use best efforts to agree (for and on its behalf) various matters with the Counterparties in relation to Swap Transactions.

The calculations and determinations made by the Determination Agent will (save in the case of manifest error) be final and binding, and the Determination Agent in making the same, or delivering any notice or exercising any discretion, will assume no responsibility or liability to anyone other than the Company. In particular, the Determination Agent will assume no responsibility to Noteholders, the Note Trustee, the Security Trustee or any other persons in respect of its role as Determination Agent, and, without limitation, will not be liable for any loss (whether a loss of profit, loss of opportunity or consequential loss), cost, expense or any other damage suffered by any such person.

The Determination Agent will not be liable to the Company for any errors in calculations or determinations made by it, or any failure to make, or delay in making, any calculations or determinations (irrespective of whether such error, failure or delay affects any other calculations or determinations required to be made in respect of the Notes) other than where such error, failure or delay arose out of its bad faith, willful default, fraud or gross negligence, in which case the Determination Agent shall be liable only to the Company.

If the Determination Agent (acting in a commercially reasonable manner) determines that, as a result of market disruption, force majeure, systems failure or any other event of an analogous nature, it is unable to make a calculation or determination as required, it will notify the Company and the Note Trustee thereof as soon as practicable, and will not be liable for the failure to make such calculation or determination in the required manner.

Determination Agent appointment

The Company will procure that there will at all times be a Determination Agent while the Notes remain outstanding.

If a Determination Agent Replacement Event (as such term is defined in the Conditions) occurs, then the Determination Agent's appointment will automatically be terminated and the Company will, as soon as is reasonably practicable, notify the Noteholders and the Note Trustee. If an Enforcement Event has not occurred, the Company will (i) if directed in writing by the holders of at least 66⅔ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding, or (ii) if directed by the Determination Agent being replaced (or, as the case may be, any receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official of the Determination Agent being replaced) (the "**Former Determination Agent**"), appoint such entity nominated in that direction as the replacement Determination Agent; provided in each case that such replacement entity is a Permitted Determination Agent (as such term is defined in the Conditions), and, in the case of any direction from the Former Determination Agent, that the replacement Determination Agent is not an Affiliate of the Former Determination Agent.

The Company may, at any time prior to receiving any direction, appoint a replacement entity reasonably capable of making the relevant determinations in accordance with general market standards to act as the replacement Determination Agent.

Following a Permitted Share Transfer, the Company has the right to replace the Determination Agent and the replacement may be a shareholder of the Company.

Any delay in making an appointment of a replacement Determination Agent may have a corresponding delay on the ability for the Company to price and subscribe to Non-Convertible Debentures and may result in the Notes redeeming early and the Noteholders suffering a loss.

Determination Agent duties

The Company will rely on the Initial Determination Agent to take certain actions, and make a number of key determinations and calculations, on its behalf. These include (without limitation):

- to use best efforts to agree one or more Valid Swap Transactions with such Counterparties as it shall select (in good faith and in a commercially reasonable manner);

- to determine the Executed Notional Amount(s) and the corresponding Initial Non-Convertible Debentures Principal Amount in respect of the Non-Convertible Debentures;

- to determine the Proposed Interest Rate and the Proposed Discount in respect of the Non-Convertible Debentures, in each case of the applicable Non-Convertible Debentures;

- following the determination of the Proposed Interest Rate the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount, to issue a Pricing Notice to the Non-Convertible Debentures Issuer and the Determination Agent in each case in respect of the applicable Non-Convertible Debentures setting out the Proposed Interest Rate the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount of the Non-Convertible Debentures;

- to notify the Company and/or the Non-Convertible Debentures Issuers (on behalf of the Company) of the Non-Convertible Debentures Redemption Premium accrued as of a particular date (including upon a Non-Convertible Debentures Default) or on a periodic basis; and

- following the receipt of a request from the Non-Convertible Debentures Issuers or the Company to revise the interest rate of the Non-Convertible Debentures payable on and following a specified interest payment date of the Non-Convertible Debentures (the "**Specified NCD Interest Payment Date**") on any Business Day other than during each period from (and including) the second (2nd) Business Day prior to an interest payment date of the Notes to and including the relevant interest payment date of the Notes (a "**NCD Interest Payment Amendment Request Date**"), to promptly determine whether any revision to the interest rate of the then outstanding Non-Convertible Debentures may be made as of the Specified NCD Interest Payment Date, provided that (i) the revised interest rate shall not be more than the Non-Convertible Debentures Maximum Interest Rate, (ii) in the Determination Agent's determination acting in good faith and in a commercially reasonable manner after taking into account all relevant factors, the Company will not have any funding shortfall on account of such revised interest rate following such adjustment, and (iii) following such revision, the interest rate of the Non-Convertible Debentures will be at least three basis points (0.03 per cent.) higher than the interest rate on the Notes. The Determination Agent shall notify the Company and the Non-Convertible Debentures Issuers on such NCD Interest Payment Amendment Request Date of the proposed revised interest rate and, if each of the Non-Convertible Debentures Issuers notifies the Company and the Determination Agent of its acceptance of such revised interest rate on such NCD Interest Payment Amendment Request Date, such revised interest rate shall be binding between the Non-Convertible Debentures Issuers and the Company from and including the Specified NCD Interest Payment Date.

The Determination Agent has a broad discretion to perform its duties and, if the Determination Agent fails to correctly do so, this will have adverse consequences on the Noteholders including (without limitation): (i) the Company failing to enter into any Valid Swap Transactions, in which case a Non-Convertible Debentures Pricing Unwind Event will occur in respect of the full principal amount of the Notes; and/or (ii) the Company entering into Swap Transactions with incorrect pricing or terms, in which case the Company may not have sufficient cash flows to meet its obligations on the Notes.

As a result, any failure by the Determination Agent to correctly perform its duties under the Determination Agent Agreement is likely to result in the Noteholders suffering a loss.

Following receipt of a Redemption Notice from the Non-Convertible Debentures Issuers or the occurrence of a Non-Convertible Debentures Put Event, the Determination Agent will be required to take certain actions, and make a number of key determinations and calculations, on its behalf. These include (without limitation):

(i) if the Non-Convertible Debentures Redemption Date falls in the VRR Retention Period:

  a. to determine the amount of VRR Investment Amount which can be remitted by the Company from India without obtaining regulatory approvals (as may be required on account of restrictions under the VRR Scheme) (the "**VRR Permitted Remittance Amount**"); and

  b. to calculate the amount (if any) (the "**VRR Restricted Proposed Redemption Amount**") by which (x) the Redemption Proportion (which shall be deemed as 100 per cent. in the case of a Non-Convertible Debentures Put Event) *multiplied by* the aggregate outstanding principal amount of the Non-Convertible Debentures held by the Company exceeds (y) the VRR Permitted Remittance Amount;

(ii) if the Non-Convertible Debentures Redemption Date falls in the VRR Retention Period and the VRR Restricted Proposed Redemption Amount is greater than zero, to notify the Company and request the Company to apply for the RBI approval to repatriate funds in an amount equal to the VRR Restricted Proposed Redemption Amount to outside of India, provided that such RBI Approval is obtained within 120 days of the date of the Redemption Notice;

(iii) if (w) the Non-Convertible Debentures Redemption Date falls outside of the VRR Retention Period, (x) the VRR Restricted Proposed Redemption Amount is zero, or (y) the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is equal to the full VRR Restricted Proposed Redemption Amount, or (z) a Non-Convertible Debentures Taxation Redemption Event occurs, by notice (which may be oral or in writing) (a "**Hedging Unwind Notice**") to the relevant Counterparties to request a Close-out Bid from each Counterparty with one or more outstanding Swap Transactions to terminate the Redemption Proportion of each such outstanding Swap Transaction pursuant to the Swap Agreement with that Counterparty;

(iv) if (other than in relation to a Non-Convertible Debentures Taxation Redemption Event) (x) the Non-Convertible Debentures Redemption Date falls in the VRR Retention Period, or (y) VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is zero or less than the full VRR Restricted Proposed Redemption Amount, and:

  (a) the Redemption Notice specifies a No Redemption Election, to give notice thereof to the Non-Convertible Debentures Issuers; or

  (b) the Redemption Notice specifies a VRR Permitted Redemption Election, by notice (which may be oral or in writing) (a "**Hedging Unwind Notice**") to the relevant Counterparties to request a Close-out Bid from each Counterparty with one or more outstanding Swap Transactions to terminate the VRR Permitted Redemption Proportion of each such outstanding Swap Transaction pursuant to the Swap Agreement with that Counterparty; and

(v) if sub-paragraph (iii) or (iv)(b) (which does not apply in the case of a Non-Convertible Debentures Put Event) above applies, to determine the Proposed Non-Convertible Debentures Redemption Price of the Redemption Proportion or the VRR Permitted Redemption Proportion (as applicable) of the Non-Convertible Debentures held by the Company. The Proposed Non-Convertible Debentures Redemption Price will be determined as the price the Company is willing to accept in respect of the Redemption Proportion or the VRR Permitted Redemption Proportion (as applicable) of the Non-Convertible Debentures held by the Company to ensure that it will not suffer a funding shortfall as a result of agreeing to such Redemption Request; provided that, in relation to a Non-Convertible Debentures Taxation Redemption Event, if the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is less than the VRR Restricted Proposed Redemption Amount, then the Proposed Non-Convertible Debentures Redemption Price will be determined as if the RBI Approved Amount were equal to the VRR Restricted Proposed Redemption Amount.

The Determination Agent (in the name and on behalf of the Company) will, provided that the relevant Close-out Bids remain open for execution:

(i) terminate the relevant Swap Transactions in whole or in part (as appropriate) at such Close-out Bids; and

(ii) issue a notice to the relevant Non-Convertible Debentures Issuer(s) with a copy to the Non-Convertible Debentures Trustee and the Company setting out the Proposed Non-Convertible Debentures Redemption Price and the redemption date (which may be the Proposed Non-Convertible Debentures Redemption Date, or if the Company has applied for RBI Approval, a date acceptable to the relevant Non-Convertible Debentures Issuer(s) falling after receipt of the RBI Approval or any communication from RBI in this regard) (the "**Non-Convertible Debentures Redemption Date**").

If any appointed Determination Agent fails to correctly perform its duties, this may have adverse consequences on the Noteholders, including (without limitation): (i) failure to correctly determine the Proposed Non-Convertible Debentures Redemption Price or terminating the incorrect amount of any Swap Transaction, in which case the Company may not have sufficient cash flows to meet its obligations on the Notes; and/or (ii) failure to comply with any timelines set by any Non-Convertible Debentures Issuer or relevant Counterparties.

As a result, any failure by a subsequent Determination Agent to correctly perform its duties under a Determination Agent Agreement is likely to result in the Noteholders suffering a loss.

Risks Relating to an Account Bank

Upon the occurrence of an Account Bank Replacement Event and prior to any Liquidation Event in respect of all the Notes or the giving of an Enforcement Notice, the Company shall, if (directly or via the Note Trustee) directed in writing by the holders of at least 66⅔ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding, appoint such Eligible Replacement Account Bank as is nominated and on the terms specified in that direction as the replacement Account Bank, provided, in each case, the Company is indemnified, secured and/or prefunded to its absolute satisfaction. The Company may, at any time prior to receiving any such direction appoint an Eligible Replacement Account Bank reasonably capable of acting as account bank in accordance with general market standards to act as the replacement Account Bank.

Where the Company fails to make such appointment, the Note Trustee may, provided, in each case, that it is indemnified, secured and/or prefunded to its absolute satisfaction, on behalf of and in the name of the Company in exercise of the power of attorney granted to the Note Trustee under the Trust Deed and as explicitly authorized under the Trust Deed, make such appointment on behalf of and in the name of the Company (provided that the Note Trustee shall have no liability to the Company, any Noteholder, any Counterparty, any other Secured Party or any other person in respect of such appointment).

In addition, the ability of the Company to meet its obligations with respect to the Notes will be dependent upon receipt by the Company of payments from the Account Bank. Consequently, the Noteholders are relying on the creditworthiness of the Account Bank in respect of the performance of its obligations to the Company under the Account Bank Agreement. If the Account Bank fails to comply with any instruction validly given to it and binding upon it or otherwise to perform or comply with its obligations in accordance with the terms of the Account Bank Agreement in respect of the payment of any amount or the delivery or transfer of any asset to or to the order of the Company or, where applicable, to or to the order of the Security Trustee or to any other Secured Party, it may, in turn, result in the Company being unable to make payments to the Transaction Parties or the Noteholders.

Any cash deposited with the Account Bank by the Company and any cash received by the Account Bank for the account of the Company in relation to the Non-Convertible Debentures will be held by the Account Bank as banker and not as trustee and will be a bank deposit. Accordingly, such cash will not be held as client money and will represent only an unsecured claim against the Account Bank's assets.

Following a Permitted Share Transfer, the Company may open an additional Cash Account with the Initial Account Bank or additional Account Bank.

Risks Relating to a Broker

Upon the occurrence of a Liquidation Event as a result of a Note Illegality Event or Optional Early Redemption Event, the Outstanding Assets (to the extent not already redeemed) will be sold or otherwise liquidated by the Company (or a Broker acting on its behalf).

Pursuant to the Conditions, if a Liquidation Event occurs at a time at which no Broker has been appointed or a Broker Replacement Event (broadly an insolvency event with respect to the Broker or, if the Broker is an affiliate of a Counterparty, an insolvency event with respect to that Counterparty) occurs, the Company will, subject to certain conditions, appoint an entity nominated in a direction by: (i) (either directly or via the Note Trustee) the holders of at least 66⅔ per cent. of the aggregate principal amount of the Notes then outstanding or an Extraordinary Resolution of the holders of the Notes then outstanding; or (ii) in the case of a Broker Replacement Event, the former Broker being replaced. Prior to receiving any such direction, the Company may appoint a replacement entity reasonably capable of performing the relevant duties in accordance with general market standards to act as the replacement Broker. Where the Company fails to make such appointment following a direction as set out above, the Note Trustee may, provided that it is indemnified, secured and/or prefunded to its absolute satisfaction, on behalf of and in the name of the Company exercise the power of attorney granted to it by the Company under the Trust Deed and, as explicitly authorized under the Trust Deed, make such appointment on behalf of and in the name of the Company (provided that the Note Trustee shall have no liability to the Company, any Noteholder, the Security Trustee, any Counterparty, any other Secured Party or any other person in respect of such appointment).

Prospective investors should be aware that no Broker will be appointed on the Closing Date and, if there is no Broker at the commencement of a Liquidation Period, or the Broker is the subject of a Broker Replacement Event, then the Liquidation may be delayed (potentially indefinitely) and there may be a corresponding delay to payments (if any) being made to the Noteholders and the Noteholders may suffer a loss (potentially of their full investment) as a result. See "*—Risks associated with features of the Notes—Early redemption of Notes—Early redemption of Notes following a Mandatory Early Redemption Event or an Optional Early Redemption Event—Liquidation Event as a result of a Note Illegality Event or Optional Early Redemption Event*").

Onshore Custodian risk

The Outstanding Assets will be held in an account of, and in the name of, the Company with the Onshore Custodian.

The ability of the Company to meet its obligations with respect to the Notes will be dependent upon receipt by the Company of payments from the Onshore Custodian. Consequently, the Noteholders are relying not only on the creditworthiness of the Outstanding Assets, but also on the creditworthiness of the Onshore Custodian in respect of the performance of its obligations to the Company under the relevant account terms. In the event of any insolvency of the Onshore Custodian, the Onshore Custodian may be unable to perform its obligations, and payments to the Company may get delayed. There is also a risk that the Onshore Custodian may not be able to make any payment (in whole or in part) to the Company.

The Company may, after a Permitted Share Transfer, terminate the appointment of the Initial Onshore Custodian and appoint a replacement Onshore Custodian provided that the business of the nominated Onshore Custodian includes the provision of custody services.

Lien/Right of set-off

Pursuant to their terms of engagement, the Onshore Custodian may have liens or rights of set-off with respect to the Outstanding Assets held with them in relation to any of their fees and/or expenses. If, for whatever reason, the Company fails to pay such fees and/or expenses, the Onshore Custodian may exercise such lien or right of set-off, which may result in the Company failing to receive requisite payments due to it in respect of the Outstanding Assets, adversely affecting the ability of the Company to meet its obligations with respect to the Notes.

Risks Relating to the Principal Paying Agent

Any payments made to Noteholders in accordance with the Conditions will be made by the Principal Paying Agent on behalf of the Company. Pursuant to the Agency Agreement, the Company is to transfer to the Principal Paying Agent such amount as may be due under the Notes, on or before each date on which such payment in respect of the Notes becomes due.

If the Principal Paying Agent, while holding funds for payment to Noteholders in respect of the Notes, is declared insolvent, the Noteholders may not receive all (or any part) of any amounts due to them in respect of the Notes from the Principal Paying Agent. The Company will still be liable to Noteholders in respect of such unpaid amounts, but the Company will have insufficient assets to make such payments (or any part thereof) and Noteholders may not receive all, or any part, of any amounts due to them. Consequently, the Noteholders are relying not only on the creditworthiness of the Outstanding Assets, but also on the creditworthiness of the Principal Paying Agent in respect of the performance of its obligations under the Agency Agreement to make payments to Noteholders.

Regulatory Considerations

Alternative Investment Fund Managers Directive 2011/61/EU

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") provides, among other things, that all alternative investment funds ("**AIFs**") must have a designated alternative investment fund manager ("**AIFM**") with responsibility for portfolio and risk management and certain restrictions apply to the marketing and management of such AIFs in the European Economic Area ("**EEA**"). It is intended that the Company will not be managed in the EEA for AIFMD purposes.

Insofar as the Notes are marketed in the EEA, they must not be marketed to any person in any jurisdiction in the EEA that treats the Company as an AIF, unless and until marketing of the Notes in that jurisdiction is permitted. As at the date of document no registrations under AIFMD have been made for the marketing of the Notes in any EEA jurisdiction and accordingly the Notes must not be marketed in any jurisdiction that treats the Company as an AIF.

If the Company were to be considered an AIF in any jurisdiction and marketing has been conducted in that jurisdiction in breach of local laws, and if the Company were considered to be its own AIFM, the Company may be subject to certain sanctions and may need to take certain steps and undertake certain duties, responsibilities and requirements which may result in significant additional costs, liabilities and expenses being incurred by the Company which may in turn negatively affect the amounts available to the Company to pay to Noteholders.

Investors in the Notes are responsible for analyzing their own position and none of the Company or the Managers or any of the parties to the transaction of which the Notes form part makes any representation to any prospective investor or purchaser of the Notes regarding the applicability of AIFMD (or any local implementing legislation) to the Company or the Notes on the date of this document, the Closing Date or at any time in the future.

U.S. Dodd-Frank Act

The U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, enacted in 2010 (the "**Dodd-Frank Act**"), is extensive legislation that significantly impacts the financial services industry. This legislation, among other things: (a) requires U.S. federal regulators to adopt significant regulations regarding clearing, margin posting and reporting for derivatives transactions; and (b) increases oversight of credit rating agencies.

In the U.S., the Department of the Treasury, the SEC, the Financial Stability Oversight Council, the Commodity Futures Trading Commission (the "**CFTC**"), the Federal Reserve Board, the Office of the Comptroller of the Currency, the Consumer Financial Protection Bureau and the Federal Deposit Insurance Corporation have engaged in extensive rule-making mandated by the Dodd-Frank Act. In particular, Title VII of the Dodd-Frank Act imposes a new regulatory framework on swap transactions entered into by entities such as the Company. While most of the regulations required under Title VII of the Dodd-Frank Act are already in effect, regulators continue to review and refine their initial rulemakings through additional interpretive guidance, staff no-action relief and supplemental rulemakings. As a result, any new regulations, or modifications to or interpretations of existing regulations, could significantly increase the cost of derivatives transactions, materially alter the terms of derivatives contracts, reduce the availability of derivatives to protect against risks the Company encounters, reduce the Company's ability to close out or restructure its existing derivatives contracts and increase the Company's exposure to less creditworthy counterparties. If the Company is limited in its use of derivatives in the future as a result of amendments to regulations promulgated under Title VII of the Dodd-Frank Act, the Company's results of operations may become more volatile and its cash flows may be less predictable, which could adversely affect the Company's ability to meet its obligations, including those under the Notes.

Title VII of the Dodd-Frank Act requires that certain derivatives instruments be centrally cleared and executed on a regulated exchange or other approved trading platform, which could result in increased costs; however, U.S. mandatory clearing requirements do not apply to non-financial entity counterparties like the Company, so long as such counterparty qualifies for an available exception to mandatory clearing for end-users entering into the swap transaction for hedging or risk management purposes. While margin requirements with respect to uncleared swaps have been finalized in the U.S. and became effective subject to a phased-in compliance schedule beginning in September 2016, such margin requirements for uncleared swaps do not apply to non-financial end-user counterparties such as the Company. However, if the Company at any time needs to replace or amend a Swap Agreement, the replaced or amended agreement may fall within the U.S. clearing or margining requirements in effect at that time, which may make entering into a new or amended agreement more expensive, more administratively burdensome or impracticable. Other countries continue to adopt and implement rules related to clearing and margin, which may likewise apply to any new or amended agreement. Any such requirements could adversely affect the value, availability and performance of certain derivatives instruments and may result in additional costs and restrictions with respect to the use of those instruments.

In addition, each Counterparty will have the option to terminate the relevant Swap Agreement if any Swap Transaction thereunder becomes subject to a clearing mandate, margin requirements, increased capital charges or other regulatory effects not applicable on the date such Swap Transaction was entered. See "*Summary of Key Transaction Documents—The Swap Agreements—Termination Events—Regulatory Event*."

U.S. Risk Retention Regulations

On December 24, 2016, joint regulations of six U.S. federal agencies requiring risk retention by securitizers became effective for most securitizations (the "**U.S. Risk Retention Regulations**"). Except with respect to asset-backed securities transactions that satisfy certain exemptions, the U.S. Risk Retention Regulations generally require securitizers of asset-backed securities to retain at least 5 per cent. of the credit risk of the assets collateralizing such asset-backed securities. The U.S. Risk Retention Regulations are intended to require securitizers of financial assets to maintain alignment of interests with investors in those assets through this credit risk retention. The Company believes that, for purposes of the U.S. Risk Retention Regulations, the Notes might constitute asset-backed securities, the Non-Convertible Debentures might be considered to be financial assets that support the Notes and that the Company, as the parent of each Non-Convertible Debentures Issuer, might be considered to be the sponsor of the securitization (and the entity that would be required to retain credit risk, either directly or through a majority owned affiliate, if such regulations applied). However, because the credit risk of the financial assets supporting the Notes (i.e., the Non-Convertible Debentures) is effectively the credit risk of each Non-Convertible Debentures Issuer and its affiliates, the acquisition of Notes or other securities of the Company by any such person would not create the alignment of interests intended to be established by the U.S. Risk Retention Regulations and would have no practical effect. Moreover, under Indian law, each Non-Convertible Debentures Issuer and its affiliates are not generally permitted to invest in the Notes. Therefore, neither the Non-Convertible Debentures Issuers nor any of their affiliates will acquire the Notes or other securities of the Company. No assurance can be given that this approach will not adversely affect the liquidity or market price of the Notes, nor that U.S. regulators will not assert that any Non-Convertible Debentures Issuer and its affiliates have failed to comply with the U.S. Risk Retention Regulations. The nature and effect of any failure, or alleged failure, to comply with the U.S. Risk Retention Regulations cannot be predicted.

Commodity pool regulation

The Dodd-Frank Act also expanded the definition of "commodity pool" to include any form of enterprise operated for the purpose of trading in commodity interests, including swaps. The definition of "swap" under the Dodd-Frank Act is broad and expressly includes certain interest rate swaps, currency swaps and total return swaps. The term "commodity pool operator" has similarly been expanded to include any person engaged in a business that is of the nature of a commodity pool or similar enterprise and in connection therewith, solicits, accepts, or receives from others, funds, securities or property for the purpose of trading in commodity interests, including any swaps. The CFTC has taken an expansive interpretation of these definitions, and has expressed the view that entering into a single swap could make an entity a "commodity pool" subject to regulation under the CEA. The CFTC has provided guidance that certain securitization transactions will be excluded from the definition of "commodity pool." On the basis of such guidance, the Company has determined that it would not be considered a commodity pool under the CEA.

As at the date of this offering memorandum, no person has registered nor will register as a CPO of the Company under the CEA and the rules of the CFTC thereunder. No assurance can be made that neither the U.S.

federal government nor a U.S. regulatory body (or other authority or regulatory body) will not take further legislative or regulatory action, and the effect of such action, if any, cannot be known or predicted. In particular, the CFTC rules and regulations with respect to commodity pools (including existing interpretive guidance and no-action relief) may change or no longer be available, and any changes thereto may affect the regulatory status of the Company, including the requirement for the Managers, the Note Trustee and/or another party to register as a commodity pool operator and/or commodity trading advisor if an applicable registration exemption is not available in respect of the Company. Complying with commodity pool operator regulatory requirements on an on-going basis could impose significant costs on the Company that could materially and adversely affect the value of the Notes. (See also "*—Risks Relating to the Swap Agreements—Risks relating to the creditworthiness of the Counterparties to the Swap Transactions*" above). In addition, if the Company were deemed to be a "commodity pool," this might have adverse consequences for any Counterparty and/or the Managers, or for the Note Trustee. Additionally, any change in guidance or relief with respect to whether the Company is a commodity pool could affect the ability of the Company to rely upon an exemption from uncleared swap margin requirements and, as a result, may increase the cost of entering into commodity interest positions or affect the Company's ability to enter into commodity interest positions as part of its investment strategy. The Company may choose not to enter into commodity interest transactions as a result of such change.

The Company may be deemed a "covered fund" under the Volcker Rule, which could result in reduced interest in the Notes from banking entities, and could potentially reduce the liquidity of the Notes on the secondary market

As the Company intends to rely on the exclusion provided by Section 3(c)(7) of the Investment Company Act, the Company may be deemed to fall within the definition of a "covered fund" for the purposes of the Volcker Rule in the absence of an applicable exclusion from the definition of "covered fund." If the Company is deemed to be a "covered fund" and the Notes are determined to constitute "ownership interests" for purposes of the Volcker Rule, then a "banking entity" (as defined in the Volcker Rule) would generally be prohibited under the Volcker Rule from acquiring or retaining the Notes, unless such "banking entity" could rely on an exemption from the Volcker Rule's covered fund-related prohibitions. These limitations could result in some "banking entities" being restricted in their ability to purchase or retain the Notes or prohibited from purchasing the Notes in the absence of an applicable Volcker Rule exclusion or exemption, which, in turn, could reduce the liquidity of the Notes on the secondary market and negatively affect the market value of the Notes.

Investors must make their own determination as to whether they are "banking entities" subject to the Volcker Rule and should conduct their own analysis, in consultation with their legal advisors, to determine whether the Company is a "covered fund" and whether the Notes constitute "ownership interests" for the purposes of the Volcker Rule. Each investor is responsible for analyzing its own regulatory position as to the potential impact of the Volcker Rule on its ability to purchase or retain the Notes, and none of the Company, the Note Trustee or any of the Initial Purchasers or any of their Affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the treatment of the Company or the Notes under the Volcker Rule, or to such investor's investment in the Notes on the date of investment at any time in the future.

No registration as investment company

The Company has not been registered as an investment company under the Investment Company Act in reliance on the exception provided under Section 3(c)(7) thereof. If the SEC or a court of competent jurisdiction were to find that the Company is required to register but, in violation of the Investment Company Act, had failed to register as an investment company, possible consequences include, but are not limited to, the following: the SEC could apply to a district court to enjoin the violation; Noteholders could sue the Company to recover any damages caused by the violation; and any contract to which the Company is party that is made in violation, or whose performance involves a violation, of the Investment Company Act would be unenforceable by any party to the contract. Should the Company be subjected to any or all of the foregoing or to any other consequences, the Company would be materially and adversely affected.

Anti-money laundering

The Company and its corporate administrators may be subject to anti-money laundering legislation in the jurisdiction of incorporation of the Company. If the Company was determined by the relevant authorities to be in violation of any such legislation, it could become subject to substantial criminal penalties. Any such violation could materially and adversely affect the timing and amount of payments made by the Company to Noteholders in respect of the Notes.

Additional Regulation of the Company by regulatory authorities

The Company is regulated by the Financial Services Commission of Mauritius and holds a global business license issued by the Mauritius Financial Services Commission, enabling it to carry on business outside of Mauritius. There is no assurance, however, that in the future the Mauritius regulatory authorities or other regulatory authorities would not take a contrary view regarding the applicability of additional securities, commodities, insurance or banking laws or regulations to the Company. There is also no assurance that the regulatory authorities in other jurisdictions would not require the Company to be licensed or authorized under any securities, commodities, insurance or banking laws or regulations of those jurisdictions. Any such contrary views by regulatory authorities or any requirement to be licensed or authorized could have an adverse effect on the Company and on the holders of Notes issued by the Company.

Risks Relating to Global Events

General

In response to the global financial crisis of 2008 onwards, various governments and central banks took substantial measures to ease liquidity problems and enacted fiscal stimulus packages and measures to support certain entities affected by the crisis. Such measures included establishing special liquidity schemes and credit facilities, bank recapitalization programs and credit guarantee schemes.

In an attempt to counteract recessionary pressures, the central banks of the U.S., the UK and certain other countries and the European Central Bank also lowered interest rates, in some cases to record low levels.

No assurance can be given that any recovery will be sustained or that certain economies will not encounter a “double dip” recession. In particular, a number of countries have accumulated significant levels of public debt both absolutely and relative to GDP. This has led to international “bail-outs” of certain countries and resulted in general concerns about sovereign credit defaults which could undermine any recovery and could have the effect of taking the credit crisis into a new recessionary phase.

The impact of these conditions could be detrimental to the Company and could adversely affect the value and liquidity of its assets and liabilities, the value and liquidity of the Notes, the solvency of its counterparties and the ability of the Company to meet its obligations under the Notes and under its debt obligations more generally.

The above factors have also led to substantial volatility in markets across asset classes, including (without limitation) stock markets, foreign exchange markets, fixed income markets and credit markets.

There can be no assurance that the steps taken by governments or international or supra-national bodies to ameliorate the global financial crisis will be successful or that any recovery will continue. The structure, nature and regulation of financial markets in the future may be fundamentally altered as a consequence of the global financial crisis, possibly in unforeseen ways. There can be no assurance that similar or greater disruption may not occur in the future for similar or other reasons. In addition, the attempts being taken to reduce the high level of sovereign debt and other steps taken to limit the impact of the crisis may themselves contribute to a further global recession. Economic prospects are subject to considerable uncertainty.

Prospective investors should ensure that they have sufficient knowledge and awareness of the global financial crisis and the response thereto and of the economic situation and outlook as they consider necessary to enable them to make their own evaluation of the risks and merits of an investment in the Notes. In particular, prospective investors should take into account the considerable uncertainty as to how the global financial crisis and the wider economic situation will develop over time.

Any person who had held securities during the periods considered above, particularly structured securities, such as the Notes, would be highly likely to have suffered significant adverse effects as a result of such holding, including, but not limited to, major reductions in the value of those securities and a lack of liquidity. Prospective investors should consider carefully whether they are prepared to take on similar risks by virtue of an investment in the Notes.

Impact on Liquidity

The events outlined above have had an extremely negative effect on the liquidity of financial markets generally and in the markets in respect of certain financial assets or in the obligations of certain obligors. This has particularly been the case with respect to the market for structured securities (such as the Notes) and the obligations of financial institutions (such as the Counterparties). Such securities may either not be saleable at all or may only be saleable at significant discounts to their estimated fair value or to the amount originally invested. No assurance can be given that liquidity in the market generally, or in the market for any particular asset class or in the obligations of any particular financial institution, will improve or that it will not worsen in the future. Such limited liquidity may have a negative impact on the value of the Notes, the value of the Outstanding Assets or the value of any Swap Transaction(s). In particular, should the Notes be redeemed early, Noteholders will be exposed to the realization value of the Outstanding Assets and the termination value of the Swap Transactions, which value might be affected (in some cases significantly) by such lack of liquidity.

Concerns about the creditworthiness of the Custodian, the Principal Paying Agent, the Registrar, the Transfer Agent and the other Paying Agents may also impact the value of the Notes.

Impact on Credit

The events outlined above have negatively affected the creditworthiness of a number of entities and governments, in some cases to the extent of collapse or requiring rescue from governments or international or supra-national bodies. Such credit deterioration has and may continue to be widespread. The value of the Notes or of the amount of payments under them may be negatively affected by such widespread credit deterioration. Prospective investors should be aware that recoveries on assets of affected entities have in some cases been *de minimis* and that similarly low recovery levels may be experienced with respect to other entities in the future which may include each Non-Convertible Debentures Issuer and each relevant Counterparty. Prospective investors should also consider the impact of a default by a Custodian, Principal Paying Agent or Paying Agent and possible delays and costs in being able to access property held with a failed custodian.

Impact on Valuations and Calculations

Since 2007, actively traded markets for a number of asset classes and obligors either have ceased to exist or have reduced significantly. To the extent that valuations or calculations in respect of instruments related to those asset classes were based on quoted market prices or market inputs, the lack or limited availability of such market prices or inputs has significantly impaired the ability to make accurate valuations or calculations in respect of such instruments. No assurance can be given that similar impairment may not occur in the future.

Furthermore, in a number of asset classes, a significant reliance has historically been placed on valuations derived from models that use inputs that are not observable in the markets and/or that are based on historical data and trends. Such models often rely on certain assumptions about the values or behavior of such unobservable inputs or about the behavior of the markets generally or interpolate future outcomes from historical data. In a number of cases, the extent of the market volatility and disruption has resulted in the assumptions being incorrect to a significant degree or in extreme departures from historical trends. Where reliance is placed on historical data, in certain instances such data may only be available for relatively short time periods (for example, data with respect to prices in relatively new markets) and such data may not be as statistically representative as data for longer periods.

Prospective investors should be aware of the risks inherent in any valuation or calculation that is determined by reference to a model and that certain assumptions will be made in operating the model which may prove to be incorrect and give rise to significantly different outcomes to those predicted by the model.

Impact of Increased Regulation and Nationalization

The events since 2007 have seen increased involvement of governmental and regulatory authorities in the financial sector and in the operation of financial institutions. In particular, governmental and regulatory authorities in a number of jurisdictions have imposed stricter regulatory controls around certain financial activities and/or have indicated that they intend to impose such controls in the future. The United States, the European Union and other jurisdictions are actively considering or are in the process of implementing various reform measures. Such regulatory changes and the method of their implementation may have a significant impact on the operation of the financial markets. It is uncertain how a changed regulatory environment will affect the Company, the treatment of instruments such as the Notes, each relevant Counterparty and the other Transaction Parties. Note that each relevant Counterparty may be entitled to terminate the relevant Swap Agreement entered into by it upon the occurrence of certain regulatory events (as described in "*Regulatory Event*" under "*Termination Events*" in the section of this offering memorandum entitled "*Summary of Key Transaction*

Documents—The Swap Agreements"), —see also "*—Risks Relating to the Swap Agreements*" above). In addition, governments have shown an increased willingness, wholly or partially, to nationalize financial institutions, corporates and other entities in order to support the economy. Such nationalization may impact adversely on the value of the stock or other obligations of any such entity. In addition, in order to effect such nationalization, existing obligations or stock might have their terms mandatorily amended or be forcibly written-off, exchanged or redeemed including at a substantial discount. To the extent that any Non-Convertible Debentures Issuer, any relevant Counterparty or any other person or entity connected with the Notes is subject to nationalization or other government intervention, it may have an adverse effect on a holder of a Note.

Conflicts of Interest

Conflicts of interest between the Counterparties and Noteholders

In certain circumstances, the Security Trustee shall seek directions from the Instructing Creditors. See "*Instructing Creditors instructions to the Security Trustee*" above.

Prospective investors should be aware that the interests of the Counterparties, on the one hand, and the Noteholders, on the other hand, may conflict. For example, any sums payable by the Security Trustee on enforcement of security will be paid in accordance with the order of priorities specified in the Conditions pursuant to which the Noteholders are subordinated to each Non-Defaulting Counterparty. See "*—Risks associated with features of the Notes—Risks arising from the application of proceeds in accordance with priorities of payment*."

Furthermore, the amounts due to the Counterparties may be expected, in aggregate, to be less than that due to Noteholders and, accordingly, as a general matter, the Counterparties may be expected to have an interest in enforcing the security at the earliest opportunity and on terms that may not maximize return whereas Noteholders may prefer to do so on terms that secure a greater recovery (even if this may take a longer period of time). Prospective investors should be aware that each Counterparty will be entitled to act in its absolute discretion and will be under no obligation to, and will not assume any fiduciary duty or responsibility for, the Noteholders. In exercising its discretion or deciding upon a course of action, each Counterparty shall attempt to maximize the beneficial outcome for itself and will not be liable to the Noteholders or any other person for any benefit to it that may result directly or indirectly from any such selection. See "*—Risks associated with features of the Notes—Early redemption of Notes—Early redemption of Notes following an Event of Default*."

Prospective investors should be aware that one or more of the Initial Purchasers may also be Counterparties and, when acting as a Counterparty, their interests, on the one hand, and the Noteholders, on the other hand, may not be aligned.

Conflicts of interest relating to the Determination Agent, the Broker and calculating the Reference Rate under the Non-Convertible Debentures

A Counterparty or an Affiliate of a Counterparty may be appointed as the Determination Agent and/or Broker. In such circumstances, the Determination Agent and/or Broker will be entitled to take or refrain from taking, in any capacity, any action that it would be entitled to take or refrain from taking in that capacity if it were not acting in any other capacity. The Determination Agent, the Broker and their Affiliates may enter into any contracts or any other transactions or arrangements with the Company or any other Transaction Party, the Noteholders, any obligor in respect of the Outstanding Assets (or any part of them) or any Affiliate thereof (whether in relation to the Notes or in any other manner whatsoever) or in relation to the Security and may hold or deal in or be a party to the assets, obligations or agreements which comprise the Charged Assets. Neither the Determination Agent nor the Broker will be required to disclose any such contract, transaction or arrangement to the Noteholders, the Note Trustee or the Security Trustee and will not be accountable to the Company or (save as otherwise provided in the Conditions) to the Noteholders, the Note Trustee or the Security Trustee for any profits or benefits arising from any such contract, transaction or arrangement.

Conflicts of interest

General potential conflicts of interest

The Managers, each Counterparty and any Broker are part of global investment banking and securities and investment management firms that provide a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high net worth individuals. As such they actively make markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of their business. The financial services that any Broker, the Managers and each Counterparty may provide also include financing and, as such, any Broker, the Managers and each Counterparty may have and/or may provide financing directly or indirectly to each Non-Convertible Debentures Issuer and/or any of its subsidiaries, affiliates and related entities. Prospective investors should be aware that any global investment banking and securities and investment management firms may assume any and all of the roles of Initial Purchaser, Manager, Counterparty and Broker (if any).

Confidential information

Each Manager or any of its affiliates may have acquired, or may acquire, confidential information or enter into transactions with respect to the Outstanding Assets and they shall not be under any duty to disclose such confidential information to any Noteholder or the Company.

Mauritius Risk Factors

Perfection and ranking of securities

Under the laws of Mauritius, the claims of a creditor against a Mauritius company will rank at least *pari passu* with the claims of all the other unsecured and unsubordinated creditors of that Mauritius company, save for those creditors whose claims may be preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application.

With particular regard to a pledge over the shares of a Mauritius company, it is uncertain whether the registration of a pledge with the Registrar General of Mauritius will (a) satisfy the requirements of paragraph 1(7)(b) of the Fourth Schedule of the Insolvency Act 2009, and (b) confer the relevant priority to a creditor, whose claim is secured by such pledge, in respect of the proceeds of enforcement of the said pledge, to the extent that (x) the Registrar General has not yet implemented a mechanism for the inscription, in their registers, of pledge agreements, and (y) the issue has yet to be determined by the courts of Mauritius.

Difficulties in protecting interests and rights through courts

The enforcement of contractual and other rights against the Company may be limited. The rights of Noteholders under the laws of Mauritius may differ from the rights of noteholders of companies incorporated in other jurisdictions. As a result of the above, there may be more difficulties in protecting interests in the face of actions taken by the Company's sole shareholder (in this case the Diamond Purpose Trust) than as a noteholder of a company organized in other jurisdictions.

The insolvency laws of Mauritius and other local insolvency laws may differ from those of another jurisdiction

Because the Company is organized under the laws of Mauritius, in the event of bankruptcy or insolvency, insolvency proceedings with respect to the Company would most likely be based and governed by the insolvency laws of Mauritius. The insolvency laws of Mauritius may be less favorable to the interests of the Noteholders as creditors than the bankruptcy laws of another jurisdiction with which the Noteholders may be familiar, in particular with respect to priority of creditors, ability to obtain post-petition interest and the duration of the insolvency proceedings. The application of these laws, and any conflict between them, may limit the Noteholders' ability to recover payments due on the Notes to an extent exceeding the limitations arising under other insolvency laws.

There may be difficulty with effecting service of process or enforcing certain judgments on the Company

Any judgment for a definite sum obtained against the Company in a foreign court in respect of any sum payable by it under the Notes will, if such a judgment is final and conclusive, constitute a good cause of action for a law suit ("*exequatur* application") in Mauritius against the Company to enforce such judgment without re-litigation or re-examination of the issues if: (i) the foreign court which rendered such judgment had jurisdiction to hear the claim; (ii) the foreign court applied the proper law applicable to the determination of the claim against the Company; (iii) the judgment of the foreign court was not rendered in breach of any rule of procedural or substantive public order applicable in Mauritius; (iv) the judgment of the foreign court had not been obtained by fraud, or is not upon its face founded in mistake, or irregular and bad by the law of the place where it is awarded; (v) the Company had been regularly summoned to attend the proceedings before the foreign court in accordance with the procedures set out in the rules of the foreign court; and (vi) the judgment of the foreign court is still valid and capable of execution in the jurisdiction of that foreign court.

Enforcement of Foreign Judgments under Statute

A final and conclusive judgment of a court of England and Wales or a superior court situated in a country to which the Reciprocal Enforcement of Judgments Act 1923 of Mauritius (the "**1923 Act**") applies would be recognized and enforced by the Supreme Court in Mauritius without re-examination of the merits of the case provided that:

(a) the court had the requisite jurisdiction;

(b) the judgment was not obtained by fraud;

(c) the judgment debtor, being the defendant in the proceedings, was served with the process of the original court and either voluntarily appeared or submitted to or agreed to submit to the jurisdiction of that court;

(d) the judgment debtor, being a person who was neither carrying on business nor ordinarily resident within the jurisdiction of the original court, either voluntarily appeared or otherwise submitted or agreed to submit to the jurisdiction of the court;

(e) the judgment is not contrary to any principle affecting public policy in Mauritius;

(f) the application for enforcement is made to the Supreme Court of Mauritius within a period of twelve (12) months after the date of the judgment unless a longer period is granted by the Supreme Court;

(g) the judgment is final and conclusive, notwithstanding that an appeal may be pending against it or it may still be subject to an appeal in such country;

(h) the judgment has not been given on appeal from a court which is not a superior court; and

(i) the judgment is duly registered in the Supreme Court of Mauritius in circumstances in which its registration is not liable thereafter to be set aside.

Mauritius Taxation

A company holding a Global Business License issued by the Mauritius Financial Services Commission will be tax resident in Mauritius and the effective tax rate in Mauritius on its chargeable income is 15%. A company holding a Global Business License will qualify for a partial exemption of 80% on certain types of income such as foreign source dividend and interest. Where a company holding a Global Business License derives income which is subject to foreign tax, and where the said partial exemption has not been applied, the amount of foreign tax paid may be allowed as a credit against income tax payable in Mauritius in respect of that income. Mauritius currently has no capital gains tax and has no taxation in the nature of a withholding tax on the payment of dividends, interest or royalties applicable to the holders of a Global Business License and where such dividends or interest are paid to a non-resident of Mauritius not carrying on any business in Mauritius and such royalties are paid to non-residents of Mauritius. There is no estate duty, inheritance tax or gift tax in Mauritius.

Investors should note that the Company relies upon the provisions of the India-Mauritius Double Tax Treaty (the "**Treaty**") to minimize, so far as possible, the taxation of the Company. No assurance can be given that the terms of the Treaty will not be subject to re-negotiation or adverse interpretation in the future and any change could have a material adverse effect on the returns of the Company. There can be no assurance that the Treaty will continue and will be in full force and effect during the life of the Company.

There are currently no exchange controls or currency exchange restrictions in Mauritius.

Green Bond Risk Factor

The Notes may not be a suitable investment for all investors seeking exposure to green assets

The Company intends to have its Green Bond Framework verified by KPMG and certified by the Climate Bonds Initiative. The Company has agreed to certain reporting and use of proceeds obligations as described herein; however, it will not be an Event of Default under the Conditions if the Company fails to comply with such obligations. If the Company fails to receive verification and certification of its Green Bond Framework, such event may have a material adverse effect on the value of the Notes and may have consequences for certain investors with portfolio mandates to invest in green assets.

USE OF PROCEEDS

The Company will receive the entire Notes issuance amount from this offering. The Company intends to use a portion of the proceeds for payment of expenses related to the offering including but not limited to the Initial Purchaser's commissions. A portion of the Notes proceeds (being no less than US$500,000) may be paid to the Initial Cash Account and will be retained by the Company with (or otherwise maintained for the Company by) the Account Bank up to and including the Maturity Date. The balance of the Notes proceeds may be used to the Non-Convertible Debentures to be issued by the Non-Convertible Debentures Issuers that own and operate renewable energy projects ("**Eligible Green Projects**") at a discount if any. Eligible Green Projects will comprise the following:

- Wind Energy: Development, construction and operation of generation facilities where 100 per cent. of the electricity is derived from wind energy resources.

- Solar Energy: Development, construction and operation of generation facilities where 100 per cent. of the electricity is derived from solar energy resources.

- Renewable Transmission Infrastructure: Wholly dedicated transmission infrastructure for eligible solar and wind generation facilities.

- Renewable energy storage: Development, construction and operation of electricity storage (including battery storage) systems for the storage of power generated by eligible solar and wind generation facilities.

- Round-the-clock projects: Development, construction and operation of round-the-clock projects comprising eligible solar or wind energy generation facilities (or a combination thereof) with energy storage systems.

See "*Use of Proceeds*" in the Non-Convertible Debentures Offering Memorandum for a discussion of the intended use of proceeds by the Non-Convertible Debentures Issuers of the issuance of the Non-Convertible Debentures.

GREEN BOND FRAMEWORK OVERVIEW

The Company has been established as a special purpose vehicle to make specific investments in non-convertible debenture issuances issued to finance renewable energy sector projects in India. The Company is committed to provide financing for renewable power projects that will generate and provide clean power in India in a sustainable manner and support the communities where its projects are located.

The Company strives to:

- provide financing for clean energy solutions for sustaining the earth;
- foster a culture of trust, collaboration and performance to achieve business goals;
- adhere to the highest standards of corporate governance; and
- operate ethically and fairly at all times while continually advancing stakeholder interests.

This Green Bond Framework sets forth how the Company will utilize the net proceeds raised through the Notes for the financing of Eligible Green Projects in a manner consistent with the Company's sustainable values and it will provide the transparency and required disclosures to potential investors.

Eligible Green Projects will comprise the following:

- Wind Energy: Development, construction and operation of generation facilities where 100% of electricity is derived from wind energy resources.
- Solar Energy: Development, construction and operation of generation facilities where 100% of electricity is derived from solar energy resources.
- Renewable Transmission Infrastructure: Wholly dedicated transmission infrastructure for eligible solar and wind generation facilities.
- Storage Infrastructure: Storage infrastructure for setting up of hybrid, storage and peak power projects.

This Green Bond Framework has been established in accordance with the Climate Bonds Standard version 3.0 and the Company intends to have this Green Bond Framework verified by KPMG, a Climate Bonds approved verifier.

This framework also aligns with the Green Bond Principles, 2018 published by the International Capital Markets Association.

Selection and Evaluation of Eligible Green Projects

The Company will identify the renewable energy projects of the issuers whose non-convertible debentures it shall invest in. At the time of such investment, the Company shall procure a certificate from such issuer certifying that the net proceeds from such non-convertible debentures shall be used towards Eligible Green Projects. The Company shall also rely on the Green Bond Framework of ReNew Power Private Limited for making such investment.

In respect of any subsequent issuance of any green bonds by the Company, it will carry out a similar assessment and approval process.

Management of Proceeds

The Company will open a bank account into which the proceeds from the issue of Green Bonds shall be deposited. Prior to investment in non-convertible debentures for Eligible Green Projects (as described above), the net proceeds of this offering will remain in the Issuer's bank account.

Reporting

As long as the Notes and any subsequent green bonds issued by the Company remain outstanding, the Company will furnish an annual statement that will give information on (i) the allocation of the proceeds (project type, capacity, amount of funding and location) for each non-convertible debenture of an Eligible Green Project in which the proceeds of the Notes are invested, (ii) confirmation that the use of proceeds of the Notes is in compliance with this Green Bond Framework and (iii) reduction in greenhouse gasses achieved.

The Company will rely on disclosures made by the underlying issuer whose non-convertible debentures it is investing in for reporting on the environmental impact of that Eligible Green Project.

External Review

The Company intends to have this Green Bond Framework verified by KPMG and certified by Climate Bonds Initiative. The Company will also seek to obtain post-issuance certification from the Climate Bonds Initiative to assure *ex-post facto* that the use of proceeds allocation, ongoing eligibility of the projects and assets and adequacy and output of the Company’s internal control and systems continue to comply with the Climate Bonds Standard.

THE COMPANY

The Company was incorporated with limited liability under the laws of Mauritius on June 22, 2019. The Company has its corporate seat in Mauritius. The registered address of the Company is located at 7th Floor, Happy World House, 37, Sir William Newton Street, Port Louis 11328, Mauritius, and its telephone number at that address is +230 2034300. The Company was registered with the Registrar of Companies of Mauritius under the name of Diamond Management Holdings Private Limited bearing company number 165066 GBC. The Company changed its name to India Green Energy Holdings on July 20, 2020.

The Company has issued one (1) share of US$ 1 nominal or par value each (the "**Share**"). The Share is fully paid and is in the legal ownership of Appleby Global Services (Mauritius) Ltd in its sole capacity as trustee of the Diamond Purpose Trust.

The directors of the Company are:

- Mr. Malcolm Moller—Malcolm Moller is the Group Managing Partner at Appleby. Malcolm has previously worked in the Appleby Bermuda office and led the opening of the Appleby offices in Mauritius and the Seychelles. He is a member of the corporate department and both the insurance and structured finance teams. He specializes in advising financial institutions on financial regulation, regulatory capital issues, financial institution M&A, and insurance-related transactions. He advises on private equity funds, hedge funds, derivatives transactions and securities offerings, as well as a range of corporate and corporate finance transactions He has extensive experience representing corporations, financial institutions and other entities. His experience spans public and private M&A, credit, restructuring, bankruptcy, capital markets, fund formation and winding-up, and a variety of strategic and advisory corporate assignments.

  Prior to joining Appleby in January 2003, Malcolm worked for Hardings Solicitors, Sydney, Australia, and Heath International Holdings Insurance Ltd (HIH Insurance Limited, formerly Winterthur International Insurance Ltd). He also worked at the London office of Clifford Chance, where he gained significant experience in corporate and insurance-related transactions.

- Mr. Rouben Trivedi—Rouben Trivedi is a Director of Corporate Services of Appleby Global Services (Mauritius) Ltd. He has worked in the fiduciary services industry for 19 years, having begun his career in January 2000 as an Assistant Corporate Secretary. He has worked for a number of Management Companies, progressing to director and head of the Mauritius office with Centurion Group.

  His experience, while predominantly in corporate and trust services, also spans funds and pension schemes, from several jurisdictions including Mauritius, Cayman Islands, United Kingdom, British Virgin Islands, Luxembourg, Delaware and Hong Kong.

  During his career, Rouben has led on numerous high profile client relationships including high net worth individuals and listed entities from different countries and from various sectors.

  Rouben has also been involved, as a board member, with a number of funds and fund managers. He also set up and led the accounting services department of an outsourcing company providing accounting and IT services to a UK Group of companies.

Each year, a copy of the audited profit and loss account and balance sheet of the Company is required to be filed with the Financial Services Commission within 6 (six) months of its balance sheet date. Once filed, the profit and loss account and the balance sheet can be obtained from the registered office of the Company. The Company's financial periods end on March 31 in each year. The auditors of the Company are Barnes Associates.

The Company will receive the proceeds of the Notes paid to the Initial Cash Account. A portion of such proceeds (being no less than US$500,000) will be retained by the Company with (or otherwise maintained for the Company by) the Account Bank up to and including the Maturity Date.

THE COUNTERPARTIES

Barclays Bank PLC

Barclays Bank PLC (the Bank, and together with its subsidiary undertakings, the Bank Group) is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Bank is limited. It has its registered and head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on August 7, 1925 under the Colonial Bank Act 1925 and on October 4, 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on January 1, 1985, the Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'. The whole of the issued ordinary share capital of the Bank is beneficially owned by Barclays PLC. Barclays PLC (together with its subsidiary undertakings, the Group) is the ultimate holding company of the Bank Group. The Bank Group is a transatlantic consumer and wholesale bank with global reach, offering products and services across personal, corporate and investment banking, credit cards and wealth management anchored in the Bank Group's two home markets of the UK and the U.S. The Bank and the Bank Group offer products and services designed for the Group's larger corporate, wholesale and international banking clients.

The Hongkong and Shanghai Banking Corporation Limited

On August 14, 1866, "The Hongkong and Shanghai Banking Corporation" was established with limited liability in the Hong Kong Special Administrative Region (the "**Hong Kong SAR**") by The Hongkong and Shanghai Bank Ordinance 1866, as subsequently amended by The Hongkong and Shanghai Banking Corporation Limited Ordinance (Cap. 70) of Hong Kong (the "**Ordinance**"). On October 6, 1989, it was registered under the name of "The Hongkong and Shanghai Banking Corporation Limited" pursuant to Part IX of the then Companies Ordinance (Cap. 32) of Hong Kong, which is now Part 17 of the new Companies Ordinance (Cap. 622) with company number 263876. On June 6, 1997, Memorandum and Articles of Association were adopted, replacing the Ordinance in part and superseding The Hongkong and Shanghai Bank Regulations (Cap. 70A) of Hong Kong which formerly were the constitutive documents of the bank. Subsequently, a new set of Articles of Association was adopted in substitution for and to the exclusion of the Memorandum and Articles of Association on May 19, 2014. Its registered and head office is situated at 1 Queen's Road Central, Hong Kong.

It is the largest bank incorporated in the Hong Kong SAR and is one of the three banks in the Hong Kong SAR which are currently authorized by the Government of the Hong Kong SAR to issue Hong Kong currency notes.

It is a wholly-owned subsidiary of HSBC Holdings plc. The HSBC Group has an international network organized into five geographical regions: Europe, Asia, Middle East and North Africa, North America and Latin America.

JPMorgan Chase Bank, N.A., Singapore Branch

JPMorgan Chase Bank, N.A. is a national banking association organized under U.S. federal law. JPMorgan Chase Bank, N.A. is one of the principal bank subsidiaries of JPMorgan Chase & Co. JPMorgan Chase Bank, N.A.'s activities are organized and integrated with the businesses of JPMorgan Chase & Co. JPMorgan Chase Bank operates and is subject to regulation under federal and state banking and other laws in the United States, including the National Banking Act and the Federal Deposit Insurance Act, as well as the applicable laws of each of the various jurisdictions outside the United States in which it does business. The registered office of JPMorgan Chase Bank, N.A. is located in Columbus, Ohio, U.S.A. and its principal place of business is located in New York, U.S.A.

Goldman Sachs International

Goldman Sachs International is a wholly owned subsidiary of The Goldman Sachs Group, Inc. The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and individuals. Founded in 1869, the firm is headquartered in New York and maintains offices in all major financial centers around the world.

Morgan Stanley & Co. International plc

Morgan Stanley is a global financial services firm that, through its subsidiaries and affiliates, advises, and originates, trades, manages and distributes capital for, governments, institutions and individuals. Morgan Stanley & Co. International plc is an indirect wholly-owned subsidiary of Morgan Stanley and a registered U.K. broker-dealer. Morgan Stanley & Co. International plc was incorporated in England in 1986 and its registered address is 25 Cabot Square, Canary Wharf, London, E14 4QA. Its principal activity is the provision of financial services to corporations, governments, financial institutions and individual investors. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom.

Others

Other investment banking firms of international standing may act as Counterparties in respect of the Notes.

THE INITIAL DETERMINATION AGENT

Berries Advisory LLP is a limited liability partnership firm incorporated on December 31, 2018. It is registered at the Registrar of Companies, Mumbai and its total obligation of contribution is Rs 500,000. Berries Advisory LLP has considerable experience in global markets FX and fixed income hedging and its partners have worked with the largest global investment banks and Indian private banks. The firm is involved in devising and executing risk management strategies of a total book size of US$8 billion across different clients in renewable energy, logistics and Fintech.

SUMMARY OF KEY TRANSACTION DOCUMENTS

The summaries of the documents contained herein are subject to the detailed provisions of the relevant Transaction Documents (copies of which (other than the Non-Convertible Debentures Subscription Agreement) are available for inspection at the registered office of the Company and the specified office of the Principal Paying Agent).

Non-Convertible Debentures Subscription Agreement

Under a subscription agreement dated October 20, 2020 (the "**Non-Convertible Debentures Subscription Agreement**") and entered into between the Company and the Non-Convertible Debentures Issuers, the Company will, subject to the agreed parameters of the Non-Convertible Debenture terms to be set out in the Non-Convertible Debentures Subscription Agreement, subscribe for such Non-Convertible Debentures.

The Non-Convertible Debentures will be issued pursuant to debenture trust deeds (each a "**Non-Convertible Debentures Trust Deed**," and together the "**Non-Convertible Debentures Trust Deeds**"). The form of each Non-Convertible Debentures Trust Deed sets out the standard terms and conditions for the proposed issue of the Non-Convertible Debentures by the relevant Non-Convertible Debenture Issuer. Pursuant to the terms of the Non-Convertible Debentures Subscription Agreement, the proposed Non-Convertible Debentures will be subscribed for by the Company at a price equal to such percentage of the principal amount of each Non-Convertible Debenture as specified below (the "**Non-Convertible Debentures Issue Price**").

Non-Convertible Debentures issue process

Pursuant to the terms of the Non-Convertible Debentures Subscription Agreement, each Non-Convertible Debentures Issuer has agreed to issue the Non-Convertible Debentures to the Company, subject to the satisfaction of the Non-Convertible Debentures Subscription Conditions (unless waived by the Company) and the following conditions (the "**Non-Convertible Debentures Subscription Conditions**"):

(i) the INR principal amount of the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum INR principal amount in respect of each Non-Convertible Debenture Issuer as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Principal Amount**");

(ii) the discount (calculated by subtracting the issue price from par) of the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum discount as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Discount**"); and

(iii) the annual interest rate on the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum annual interest rate as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Interest Rate**").

During the Hedge Execution Period, the initial Determination Agent will (for and on behalf of the Company) make certain determinations in accordance with the terms of the Determination Agency Deed.

Interest on the Non-Convertible Debentures issued by the Non-Convertible Debentures Issuers will be payable semi-annually in arrears on each day falling one (1) Business Day before April 29 and October 29 of each year, or if such date is not a Business Day, the immediately preceding Business Day, commencing on the Business Day scheduled to fall one (1) Business Day before April 29, 2021.

On the Non-Convertible Debentures Closing Date, after receipt of the subscription money from the Company, each Non-Convertible Debentures Issuer will allot the Non-Convertible Debentures by passing a resolution in a meeting of its board of directors or a duly authorized committee thereof, recording the name of the Initial Investor as the holder of the Non-Convertible Debentures. After the Non-Convertible Debentures Closing Date, each Non-Convertible Debentures Issuer will procure the entry in the applicable register of the holders of the Non-Convertible Debentures maintained by National Securities Depository Limited or Central Depository

Services (India) Limited (the "**Depository**") of the name of the Company as the beneficial owner of the Non-Convertible Debentures. Passing of a resolution in a meeting of the board of directors or a duly constituted committee of the board of directors of each Non-Convertible Debentures Issuer recording the name of the Company as the allottee of the Non-Convertible Debentures shall constitute the issuance and allotment of the Non-Convertible Debentures, and the crediting of the Non-Convertible Debentures in dematerialized form in the depository participant account held by the Company with the Depository shall constitute the delivery of the Non-Convertible Debentures.

Payments

Each Non-Convertible Debentures Issuer will agree that all amounts payable under the Non-Convertible Debentures Subscription Agreement will be paid in INR and free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, charges or other deductions or withholdings levied, unless such deduction or withholding is required by applicable law, in which event the Non-Convertible Debentures Issuer will pay additional amounts so that the Company will receive the amount that it would otherwise have received but for such deduction or withholding.

Governing Law

The Non-Convertible Debentures Subscription Agreement and any non-contractual obligations arising out of or in connection with it will be governed by Indian law.

Programme Deed

The "**Principal Trust Deed**" and the "**Agency Agreement**" were first entered into by the respective parties thereto executing a programme deed (the "**Programme Deed**") on or about the Issue Date. The Programme Deed specifies certain master trust terms and master agency terms. By their execution of the relevant Programme Deed or supplement, the relevant parties have entered into a Principal Trust Deed and an Agency Agreement in the form of the specified master trust terms and master agency terms, respectively, subject in each case to such amendments or supplements to such master terms documents as are specified in the relevant Programme Deed, the execution of which created such document(s). With respect to the Notes, references to the Principal Trust Deed and the Agency Agreement are to those documents as amended, supplemented or replaced in respect of the Notes as permitted by the Conditions and the Trust Deed.

The Principal Trust Deed includes the form of the certificates (the "**Certificates**") to be issued in respect of the Notes.

Governing Law

The Programme Deed and each Master Document and any non-contractual obligations arising out of or in connection with them will be governed by English law.

Issue Deed and Trust Deed

The Notes are constituted and secured by an issue deed dated on or about the Issue Date (the "**Issue Deed**"), supplemental to the Principal Trust Deed made between, amongst others, the Company and HSBC Bank USA, National Association as initial Note Trustee (the "**Note Trustee**") for the Notes and Security Trustee for the Secured Parties (the "**Security Trustee**"). The Principal Trust Deed and the Issue Deed together comprise the "**Trust Deed**." The Conditions and the forms of the Notes are each constituted by, and set out in, the Trust Deed.

The Note Trustee will agree to hold the benefit of the Company's covenant to pay amounts due in respect of the Notes on trust for the relevant Noteholders.

In accordance with the terms of the Trust Deed, the Company will pay a fee to each of the Note Trustee and the Security Trustee for its respective services under the Trust Deed at the rate and times agreed between the Company and the Note Trustee and the Security Trustee, respectively, together with payment of any liabilities incurred by the Note Trustee or the Security Trustee (as the case may be) in relation to the Note Trustee and the Security Trustee's performance of their respective obligations under or in connection with the Trust Deed and the other Transaction Documents.

Security

Prospective investors are referred to "*Summary of the Security Structure – Security created under the Trust Deed*" for a description of the security interests created under the Trust Deed.

Pre- and Post- Enforcement Priority of Payments

The priority of payment on each payment date under the Transaction Documents (including by the Company on an Early Redemption Date and the Security Trustee following an enforcement by it of the Security) shall be as set out in Condition 4(c) (*Application of Proceeds*) of the Notes.

After the Security Trustee has served an Enforcement Notice on the Company pursuant to Condition 12 (Events of Default and Notification Events) of the Notes, declaring the Notes to be immediately due and payable, the Security Trustee or any Receiver appointed by it shall apply any sums available to it in accordance with the Priority of Payments.

Retirement of the Note Trustee and the Security Trustee

Each of the Note Trustee and the Security Trustee may retire at any time upon giving not less than three (3) months' notice in writing to the Company without giving any reason therefor and without being responsible for any costs occasioned by such retirement. The Noteholders may, by Extraordinary Resolution, remove the Note Trustee or the Security Trustee, as the case may, be for the time being who is acting pursuant to the Trust Deed. The retirement or removal of the Note Trustee or the Security Trustee (as the case may be) shall not become effective until a trust corporation is appointed as successor Note Trustee or the Security Trustee (as the case may be). The Company will agree in the Trust Deed that, in the event of either a Note Trustee or a Security Trustee giving notice of its retirement or an Extraordinary Resolution is passed for its removal, it shall use its reasonable endeavors to procure a new Note Trustee or Security Trustee (as the case may be) to be appointed as Note Trustee or Security Trustee (as the case may be).

The Swap Agreement

Capitalized terms used in this section have the meanings given to them in the Swap Agreements unless otherwise defined in this offering memorandum.

General

On or about the Issue Date, the Company has entered into a 1992 ISDA Master Agreement (Multicurrency – Cross Border) as published by the International Swaps and Derivatives Association, Inc. (formerly the International Swap Dealers Association, Inc.) ("**ISDA**") and the schedule thereto (as the same may be amended, modified or supplemented from time to time, each a "**Master Agreement**") with each original Counterparties (including Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited, JPMorgan Chase Bank, N.A., Goldman Sachs International and Morgan Stanley & Co. International plc). Each Master Agreement will substantially in the form set out in Annex A below.

The Company and each relevant Counterparty (including any Permitted Counterparty (as defined below)) may enter into one or more confirmations (each, a "**Confirmation**") pursuant to the relevant Master Agreement between them, in each case documenting the terms of swap transactions (each such swap transaction, a "**Swap Transaction**") relating to the Notes (each Confirmation entered into with a relevant Counterparty, together with the Master Agreement entered into with such Counterparty will be a "**Swap Agreement**" in respect of such Counterparty). Each Confirmation will be substantially in the relevant Form of Confirmation set out in Annex B below and will incorporate the 1998 FX and Currency Option Definitions published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee and the 2006 ISDA Definitions.

For these purposes, "**Permitted Counterparty**" means any financial institution with whom the Company has entered into a Master Agreement in substantially the same form as the Master Agreement entered between the Company and each original Counterparty, together with any credit support annex to such Master Agreement as may be required by the Company if such financial institution does not have an investment grade rating.

Each Swap Agreement, and any non-contractual obligations arising out of or in connection with it, will be governed by the laws of England.

Except as provided in the Trust Deed, the terms of the Swap Agreements may not be amended without the consent of the Security Trustee. The Security Trustee can agree, without the consent of the Noteholders, to any modification of a Swap Agreement which is in the opinion of the Security Trustee of a formal, minor or technical nature or is made to correct a manifest error.

Set out below are summaries of certain provisions of the Swap Agreements. Such summaries do not describe all terms of the Swap Agreements and are qualified in their entirety by the terms of the Swap Agreements. References in the summaries below to "the Swap Agreement" should be read as referring to each Swap Agreement entered into by the Company and references to "the Counterparty" should be read as referring to the relevant Counterparty.

Payments

Amongst other things, the Swap Agreement sets out certain payments to be made from the Company to the Counterparty and vice versa. See "*Summary of Certain Cash Flows*."

Events of Default

Company Events of Default. The Swap Agreement provides for certain "Events of Default" relating to the Company, the occurrence of which may lead to a termination of all Swap Transactions under such Swap Agreement.

The "Events of Default" (as defined in the Swap Agreement) which relate to the Company are limited to:

(i) failure by the Company to make, when due, any payment or delivery under the Swap Agreement required to be made by it if not remedied on or before the third Business Day after notice of such failure is given to the Company;

(ii) failure by the Company to comply with or perform its obligations set out in (a) to (d) below if (in the case of a failure, that is capable of remedy) such failure continues unremedied for a period of forty-five (45) days after notice of such event is given to the Company or (if earlier) until a day which falls fourteen (14) days before any payment date in respect of the Charged Assets or the Outstanding Assets:

  (a) perform or observe any of its obligations under the Trust Deed, the Notes or any Transaction Documents;

  (b) the Company shall act in accordance with the instructions of the Instructing Creditors in relation to the Swap Agreement, and the Company shall only designate an "Early Termination Date" (as defined in the Swap Agreement) under the Swap Agreement with the prior written consent of the Security Trustee (acting on the instructions of the instructing Creditors) (except in the case of an Illegality (as defined below) or where deemed to do so pursuant to the applicable Swap Agreement);

  (c) except as otherwise provided in the Conditions (including without limitation Conditions 19(e)(i), (ii) and (iii)), the Company may not otherwise exercise any rights, powers or interest (including, without limitation, voting rights) with respect to the Mortgaged Property or the Outstanding Assets without the prior approval of the Instructing Creditors, delivered, at the expense of the Company, via the Security Trustee in accordance with Condition 19(f);

  (d) the Company shall make such declarations and reports, or execute such certificates, forms or other documents as are necessary (other than under FATCA) in order to make a claim under a double taxation treaty or other exemption available to it in order to receive payments in full in respect of the Charged Assets or Outstanding Assets (provided that such filing, executing or reporting does not involve any material expense and is not unduly onerous, or such reporting requirement does not involve any material expense and is not unduly onerous);

(iii) failure by the Company to comply with any of its undertakings set out in any Confirmation entered into under the Swap Agreement; and

(iv) certain bankruptcy events relating to the Company, but excluding (A) the Company becoming insolvent on the basis of a "balance-sheet test" (i.e., the value of its assets being less than the amount of its liabilities, taking into account its contingent and prospective liabilities); and (B) the Company being unable to pay its debts as they become due.

Counterparty Events of Default. The "Events of Default" (as defined in the Swap Agreement) which relate to the Counterparty are limited to:

(i) failure by the Counterparty to make, when due, any payment or delivery under such Swap Agreement required to be made by it if not remedied on the third Business Day after notice of such failure is given to the Counterparty;

(ii) failure by the Counterparty to comply with any of its undertakings set out in any Confirmation entered into under such Swap Agreement;

(iii) certain merger without assumption events with respect to the Counterparty; and

(iv) certain bankruptcy events relating to the Counterparty.

Where there is an Event of Default in respect of the Counterparty, the calculation agent under the Swap Agreement will be the Determination Agent provided that at the time of the relevant determination or calculation the Determination Agent has been appointed and is not subject to a Determination Agent Replacement Event. If the Determination Agent has not been appointed or is subject to a Determination Agent Replacement Event, the Determination Agent may be appointed or replaced in accordance with Condition 10.

Upon the occurrence of an Event of Default under the Swap Agreement, the non-defaulting party may terminate all outstanding Swap Transactions under the Swap Agreement, although the Company may only do so if it is acting on the instructions of the Security Trustee (acting on the instructions of the Instructing Creditors).

In addition, where the Counterparty is the defaulting party, in the case of the Event of Default in respect of the Counterparty described in Counterparty Event of Default (iv) above, where the Company has not within thirty (30) calendar days of the occurrence of such Event of Default exercised its right to terminate all outstanding Swap Transactions in connection therewith, the Counterparty may, in accordance with the other provisions of the Swap Agreement, designate a day as an Early Termination Date in respect of all outstanding Swap Transactions.

Termination Events

The Swap Agreement provides for certain "Termination Events" the occurrence of any of which may lead to termination of all, or a proportion of, all outstanding Swap Transactions under the Swap Agreement. The Company may only terminate the Swap Transactions if it is acting on the instructions of the Security Trustee (acting on the instructions of the Instructing Creditors) (except in the case of an Illegality (as defined below)).

Illegality & Force Majeure

Illegality. If, after giving effect to any applicable provision, disruption fallback or remedy in the Swap Agreement, due to an event or circumstance (other than any action taken by the Company or the Counterparty) after the date on which a Swap Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by the Company or the Counterparty, as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of the failure to use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained) (such event, an "**Illegality**") for (i) the Counterparty to make payments or deliveries to, or to receive payments from, the Company under (or comply with any other material provisions of) the Swap Agreement, or (ii) the Company to make payment or deliveries to, or to receive payments from, the Counterparty under (or comply with any other material provisions of) the Swap Agreement.

Force Majeure: If, after giving effect to any applicable provision, disruption fallback or remedy specified in the Swap Agreement, by reason of force majeure or act of state occurring after the date on which a Swap Transaction is entered into, on any day the Company or the Counterparty is prevented from making payments to, or receiving payments from, the other party or complying with any other material provision under the Swap Agreement (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable so to perform, receive or comply (or it would be impossible or impracticable so to perform, receive or comply if such payment, delivery or compliance were required on that day), so long as the force majeure or act of state is beyond the control of the Company or Counterparty, as appropriate, and the Company or Counterparty could not, after using all reasonable efforts (which will not require the Company or the Counterparty to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability (such event, a "**Force Majeure Event**").

Upon the occurrence of an Illegality or a Force Majeure Event which is continuing with respect to a Swap Transaction, any payment which would otherwise be required under that Swap Transaction will be deferred and will not be due until the first local business day after the end of any applicable waiting period (which may be as long as three (3) local business days (in the case of an Illegality) or eight (8) local business days (in the case of a Force Majeure Event) or if, earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist (or if such day is not a local business day, the first following local business day).

Following the expiration of the applicable waiting period, the Company or the Counterparty may, by not more than twenty (20) days' notice to the other party, elect to terminate either all or some of the Swap Transactions affected by the occurrence of the Illegality or Force Majeure Event (the "**Affected Transactions**"). Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice, elect to terminate any or all other Affected Transactions. Notwithstanding the foregoing, if the Illegality or Force Majeure Event relates to performance by an affected party, such party will only have the right to elect to terminate if the other party has first elected to terminate less than all the Affected Transactions.

Event of Default under the Notes

This Termination Event occurs if an Event of Default under Condition 12 of the Notes occurs (save that the proviso to the definition of Event of Default immediately following (vi) of such definition in Condition 12 shall be disregarded). If an Enforcement Event occurs, then it shall be deemed that (A) a notice of termination has been delivered and no instruction from or consent of the Security Trustee shall be required in connection therewith; and (B) an Early Termination Date in respect of all Swap Transactions will occur immediately.

Mandatory Early Redemption Event

This Termination Event occurs if a Note Illegality Event or a Non-Convertible Debentures Redemption/ Purchase Event (each as defined in the Conditions) occurs in respect of the Notes or the Company exercises the Company Equity Clawback Redemption (as defined in the Conditions).

If such an Additional Termination Event occurs (other than as a result of a Non-Convertible Debentures Redemption/Purchase Event in respect of part of the Non-Convertible Debentures), the Counterparty and, if so instructed by the Security Trustee or as provided below, the Company, shall be entitled to designate an Early Termination Date in respect of all outstanding Transactions.

If such an Additional Termination Event occurs as a result of a Non-Convertible Debentures Redemption/Purchase Event in respect of part of the Non-Convertible Debentures, each Transaction (a "**Relevant Transaction**") will be treated as having been divided into two (2) Transactions (the "**Deemed Transactions**") on identical terms to the Relevant Transaction (other than in respect of their notional amount(s) and corresponding payment and delivery obligations). The first Deemed Transaction (the "**Relevant Part**") shall have notional amount(s) which will equal the Early Redemption Proportion of the applicable notional amount(s) of the Relevant Transaction. The second Deemed Transaction (the "**Continuing Part**") shall have notional amount(s) equal to: (1) the applicable notional amount(s) of the Relevant Transaction less (2) the relevant notional amount(s) of the Relevant Part. The relevant Additional Termination Event pursuant to this paragraph will each be deemed to occur in respect of the Relevant Part only and the Company be deemed to have delivered a notice of termination in respect of the Relevant Part and an Early Termination Date in respect of the Relevant Part shall be deemed to occur immediately. The Continuing Part shall be unaffected by the termination of the Relevant Part and shall continue to be governed by the Swap Agreement. From the termination of the Relevant Part, references to the Relevant Transaction shall be deemed to be references to the Continuing Part.

If such an Additional Termination Event occurs as a result of the exercise of the Company Equity Clawback Redemption, each Transaction (a "**Relevant Transaction**") will be treated as having been divided into two Transactions (the "**Deemed Transactions**") on identical terms to the Relevant Transaction (other than in respect of their notional amount(s) and corresponding payment and delivery obligations). The first Deemed Transaction (the "**Relevant Part**") shall have notional amount(s) which will equal the Early Redemption Proportion of the applicable notional amount(s) of the Relevant Transaction. The second Deemed Transaction (the "**Continuing Part**") shall have notional amount(s) equal to: (1) the applicable notional amount(s) of the Relevant Transaction less (2) the relevant notional amount(s) of the Relevant Part. The relevant Additional Termination Event pursuant to this paragraph will each be deemed to occur in respect of the Relevant Part only and the Company shall be deemed to have delivered a notice of termination in respect of the Relevant Part and an Early Termination Date in respect of the Relevant Part shall be deemed to occur immediately. The Continuing Part shall be unaffected by the termination of the Relevant Part and shall continue to be governed by the Swap Agreement. From the termination of the Relevant Part, references to the Relevant Transaction shall be deemed to be references to the Continuing Part.

Certain Tax-Related Events

In certain circumstances, the imposition of certain taxes (including, for example, taxes under FATCA and taxes on payments under the Swap Transaction) with respect to a Swap Transaction can give the Counterparty and/or the Company a right to terminate a Swap Transaction (which right may be deemed to be exercised). In addition, if the Notes or the Non-Convertible Debentures may be redeemed as a result of certain tax events, such events can give the Counterparty and/or the Company a right to terminate a Swap Transaction (which right may be deemed to be exercised).

Regulatory Event

This Termination Event occurs if the Counterparty determines in its sole discretion that, due to a Relevant Law:

(a) any Swap Transaction under the Swap Agreement: (i) is required to be cleared through a central clearing counterparty (a "**CCP**") and such requirement was not applicable as at the trade date of such Swap Transaction; or (ii) causes the Counterparty and/or the Company to become the subject of risk mitigation provisions as a result of not being cleared through a CCP, which risk mitigation provisions were not applicable as at the trade date, and which risk mitigation provisions include (without limitation) (A) the imposition on either the Counterparty or the Company of increased capital charges above those (if any) that prevailed at the trade date (as certified by the Counterparty or the Company, as relevant) and/or (B) the requirement for the Counterparty and/or the Company to provide collateral or any form of initial or variation margin to the other in respect of such Swap Transaction in addition to that (if any) contemplated and documented in respect of such Swap Transaction on its trade date; or (iii) results, or would result, in the Counterparty or the Company being subject to any administrative or regulatory penalty or sanctions for any failure to comply with any clearing obligation or risk mitigation provisions that were not applicable as at the trade date; or (iv) results, or would result, in a Swap Transaction under the Swap Agreement being required to be maintained through a different legal entity than the Counterparty; or (v) results in the Counterparty or the Company becoming subject to a financial transaction tax or other similar tax;

(b) the Counterparty or the Company are or will be materially and adversely restricted in their ability to perform their obligations under an outstanding Swap Transaction relating to the Notes (such determination to be made by the Counterparty in its sole discretion);

(c) the Counterparty or the Company, or any affiliate, directors, officers or employee thereof would be an "AIFM" or an "AIF" for the purposes of the AIFMD with respect to the Company by virtue (wholly or partially) of their involvement with the Notes and/or the Swap Agreement;

(d) it has become illegal to hold, enter, acquire, unwind or dispose of any assets or hedging transaction(s) relating to an outstanding Swap Transaction (such determination to be made by the Counterparty in its sole discretion);

(e) it will incur a materially increased cost in performing its obligations under an outstanding Swap Transaction (including to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge its obligations under such Swap Transaction); or

(f) the Company, either for itself or in relation to any of its assets, is or becomes entitled to claim immunity from suit, execution, attachment or other legal process.

For this purpose, "**Relevant Law**" means:

(A) the Dodd-Frank Wall Street Reform and Consumer Protection Act (or similar legislation in other jurisdictions) and the implementation or adoption of any law, regulation or rule related thereto and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

(B) the Regulation of the European Parliament and the Council on OTC Derivatives, Central Counterparties and Trade Repositories ("**EMIR**") and the implementation or adoption of any law, regulation or rule related thereto and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

(C) Directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 on Alternative Investment Fund Managers and any implementing legislation in an EU Member State and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto (together, the "**AIFMD**");

(D) the implementation or adoption of, or any change in, any applicable law or regulation (including, without limitation, in India and/or by any Indian regulatory authority) after the Trade Date of the relevant Swap Transaction (including, without limitation, any similar. related or analogous law to those in paragraphs (A), (B) or (C) above or any law or regulation that imposes a financial transaction tax or other similar tax); and/or

(E) any change in any of the laws, guidelines, regulations, standards, rules or guidance referred to in paragraphs (A) to (D) above or change in the same as a result of the promulgations of, or any change in, interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation after the trade date or as a result of the public or private statement or action by, or response of, any court, tribunal or regulatory authority with competent jurisdiction or any official or representative of any such court, tribunal or regulatory authority acting in an official capacity with respect thereto.

If this Termination Event occurs, the Counterparty may elect to terminate all outstanding Swap Transactions under the Swap Agreement.

Redemption Request

This Termination Event occurs if in accordance with the Conditions, the Non-Convertible Debentures Issuers and the Company agree that the Non-Convertible Debentures Issuers will redeem a proportion (the "**Redemption Proportion**" or if reduced as a result of required RBI approvals not being obtained the "**VRR Permitted Redemption Proportion**") of the Non-Convertible Debentures at the applicable Proposed Non-Convertible Debentures Redemption Price or VRR Permitted Redemption Price (as each such term is defined in the Conditions), as applicable. If such redemption is agreed, an Additional Termination Event will be deemed to occur in respect of all or a portion of each Transaction (a "**Relevant Transaction**") equal to the Redemption Proportion or the VRR Permitted Redemption Proportion (as applicable) in accordance with the Conditions.

If a Redemption Request is received by the Company, the Company (or any agent acting on its behalf) may, subject to and in accordance with the Conditions, request, and the Counterparty will provide, an indicative bid quotation (a "**Close-out Bid**") to unwind all or a portion of each Swap Transaction on such day. If such Close-out Bid is accepted by the Company (provided such Close-out Bid remains open for execution), an Additional Termination Event will be deemed to occur in respect of all (a "**Full Redemption Request Unwind**") or the relevant portion (a "**Partial Redemption Request Unwind**" and together with a Full Redemption Request Unwind, a "**Redemption Request Unwind**") of each Swap Transaction and it shall be deemed that (A) the Company has delivered a notice of termination on the basis of this Additional Termination Event and no instruction from or consent of the Security Trustee shall be required in connection therewith, and (B) an Early Termination Date in respect of all outstanding Swap Transactions will occur immediately.

In the case of a Partial Redemption Request Unwind, each Relevant Transaction will be treated as having been divided into two Transactions (the "**Deemed Transactions**") on identical terms to the Relevant Transaction (other than in respect of their notional amount(s) and corresponding payment and delivery obligations). The first Deemed Transaction (the "**Relevant Part**") shall have notional amount(s) which will equal the Redemption Proportion or VRR Permitted Redemption Proportion (as applicable) of the applicable notional amount(s) of the Relevant Transaction. The second Deemed Transaction (the "**Continuing Part**") shall have notional amount(s) equal to: (A) the applicable notional amount(s) of the Relevant Transaction less (B) the relevant notional amount(s) of the Relevant Part. The relevant Additional Termination Event will be deemed to occur in respect of the Relevant Part only and the Continuing Part (if any) shall be unaffected by the termination of the Relevant Part and shall continue to be governed by the Swap Agreement.

Non-Convertible Debentures Pricing Unwind Event

If a Non-Convertible Debentures Pricing Unwind Event occurs, no Non-Convertible Debentures are issued and an Additional Termination Event will be deemed to occur immediately in respect of all outstanding Swap Transactions (such Additional Termination Event, a "**Non-Convertible Debentures Pricing Unwind ATE**") and the Counterparty shall be deemed to have designated an Early Termination Date without any actual notice being delivered and the Early Termination Date for such purposes shall be the first Business Day following the end of the Hedge Execution Period. The Company shall thereafter redeem each Note in full at its par value (without any accrued interest and subject to reduction due to the termination of the Swap Agreement (if any)) on the Non-Convertible Debentures Pricing Unwind Date.

Refinancing Notice ATE

If the Company delivers a Refinancing Notice (as defined in the Conditions), an Additional Termination Event (such Additional Termination Event, a "**Refinancing Notice ATE**") will be deemed to have occurred and the Counterparty and, if so instructed by the Security Trustee, the Company, will be entitled to designate an Early Termination Date in respect of all outstanding Transactions.

Termination Payments

On the Swap Termination Payment Date in respect of any Swap Transactions under the Swap Agreement, a termination payment (the "**Termination Payment**") will be payable by the Company to the Counterparty, or (as the case may be) by the Counterparty to the Company in respect of the Swap Agreement. In such circumstances, interest will generally be payable on the Termination Payment in respect of any delay in payment at the applicable rate set out in the Swap Agreement.

The "**Swap Termination Payment Date**" means: (1) if, on or before the relevant Early Termination Date, no Enforcement Event has occurred but a Liquidation Event has occurred, the earlier of: (A) the date falling seven (7) Business Days following the date on which the Company gives (or procures the giving of) notice to the Counterparty and the Determination Agent that the final payment in respect of the Liquidation of the Outstanding Assets has been received by the Broker or, as the case may be, the Onshore Custodian or the Account Bank (or, where there are no Outstanding Assets at the first day of the Liquidation Period, the date falling seven (7) Business Days following the first day of the Liquidation Period); and (B) the date falling twenty (20) Business Days after the first day of the Liquidation Period; or (2) if the relevant Early Termination Date is in respect of a Non-Convertible Debentures Pricing Unwind ATE, the date falling one (1) Business Day after the Early Termination Date designated (or deemed designated) in accordance the relevant provisions of the Swap Agreement; or (3) if the relevant Early Termination Date is in respect of a Refinancing Notice ATE, the Refinancing Date (as defined in the Conditions); or (4) otherwise, the Early Termination Date designated (or deemed designated) in accordance with the relevant provisions of the Swap Agreement.

The Termination Payment in respect of the Swap Agreement will be the Termination Currency Equivalents Close-out Amount (both as defined in the Swap Agreement) plus or minus the Termination Currency Equivalents of any Unpaid Amounts (as defined in the Swap Agreement) in respect of the Swap Transaction, subject to certain rights of set-off.

The Close-out Amount in respect of the Swap Transaction or each group of Swap Transactions will be the amount of the losses or costs of the determining party that are or would be incurred on the Early Termination Date under then prevailing circumstances (expressed as a positive number) or gains of the determining party that are or would be realized under then prevailing circumstances (expressed as a negative number) in replacing on the Early Termination Date, or in providing for the determining party on the Early Termination Date the economic equivalent of, the material terms of that Swap Transaction or group of Swap Transactions, including any payments or deliveries that would, but for the early termination, have been required under the terms of that Swap Transaction or group of Swap Transactions (assuming satisfaction of each applicable condition precedent).

Any Close-out Amount will be determined by the determining party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The determining party may determine a Close-out Amount for any group of Swap Transactions or portion thereof or any individual Swap Transaction or portion thereof but, in the aggregate, for not less than all Terminated Transactions or portion thereof. Each Close-out Amount will be determined on or about the relevant valuation date (or, if that would not be commercially reasonable, on or about the date or dates following the relevant valuation date as would be commercially reasonable) for close-out of the relevant Swap Transaction(s) or portion thereof with effect from the Early Termination Date (or, if Automatic Early Termination has occurred, will be determined as soon as practicable after the Early Termination Date or, if later, after the Determining Party has notice of the same, for close-out of the relevant Swap Transaction(s) with effect from the Early Termination Date).

Unpaid Amounts in respect of a Swap Transaction or group of Swap Transactions and certain legal fees and out-of-pocket expenses that are indemnified by a defaulting party (if relevant) are excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the determining party may consider any relevant information, including, without limitation, one or more of the following types of information:

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the determining party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the determining party and the third party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in paragraph (i) or (ii) above from internal sources (including, if the determining party is the Counterparty, any of the Counterparty's Affiliates) if that information is of the same type used by the determining party in the regular course of its, or any of its Affiliates', business for the valuation of similar transactions.

The determining party will consider, taking into account the standards and procedures described in this section, quotations pursuant to paragraph (i) above or relevant market data pursuant to paragraph (ii) above unless the determining party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in paragraph (i), (ii) or (iii) above, the determining party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilized. Third parties supplying quotations pursuant to paragraph (i) above or market data pursuant to paragraph (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in paragraph (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the determining party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Swap Transaction or group of Swap Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:

(1) application to relevant market data from third parties pursuant to paragraph (ii) above or information from internal sources pursuant to paragraph (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by

the determining party, or by any of its Affiliates, in the regular course of its business in pricing or valuing transactions between the determining party and unrelated third parties that are similar to the Swap Transaction or group of Swap Transactions; and

(2) application of different valuation methods to Swap Transactions or groups of Swap Transactions depending on the type, complexity, size or number of the Swap Transactions or group of Swap Transactions.

For the purpose of determining the amount of any loss or cost of the Company, no account shall be taken of, to the extent relevant:

(a) limited recourse or non-petition provisions contained in the Trust Deed which reduce or limit the amounts payable by the Company to, or recoverable by, any other person; or

(b) any term of the Conditions which would economically result in such loss or cost being borne by Noteholders and not by the Company.

The Termination Currency in respect of the Swap Agreement will be Indian rupees.

Unpaid Amounts payable by the Company will be deemed to include amounts unpaid by the Company as a result of the imposition of taxes on payments in respect of the Outstanding Assets or a default in respect of the Outstanding Assets.

Agency Agreement

Pursuant to the Agency Agreement entered into in relation to the Notes between, *inter alios*, the Company, the Note Trustee, the Security Trustee and the Principal Paying Agent, dated on or about the Issue Date, provision is made for, *inter alia*, the calculation and payment of principal and interest in respect of the Notes.

In relation to any Series, any Agent or Broker may resign its appointment at any time by giving the Company and the Principal Paying Agent at least forty-five (45) days' notice to that effect subject to the appointment of a successor as prescribed under the Agency Agreement.

Determination Agency Deed

Pursuant to the Determination Agency Deed entered into in relation to the Notes between the Company, the Note Trustee, the Security Trustee and Berries Advisory Services LLP (as the initial Determination Agent) and dated on or about the Issue Date, the Determination Agent will make certain determinations from time to time in relation to both the Notes and the Swap Transactions.

Pursuant to the Conditions, any successor appointed as Determination Agent must be approved by a Counterparty in writing and provided that no Determination Agent Replacement Event has occurred in respect of any such person.

Determinations to be made by the Determination Agent

Determination Agent duties

The Determination Agent will be required to take certain actions, and make a number of determinations and calculations, on the Company's behalf (or has taken certain actions, determinations or calculations). These include (without limitation):

- to use best efforts to agree Valid Swap Transactions with the Counterparties during the Hedge Execution Period;
- to determine the Executed Notional Amounts and the corresponding Initial Non-Convertible Debentures Principal Amount;
- to determine the Proposed Interest Rate and the Proposed Discount, in each case of the applicable Non-Convertible Debentures;

- following the determination of the Proposed Interest Rate, the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount, in each case of the applicable Non-Convertible Debentures, to issue a Pricing Notice to the Non-Convertible Debentures Issuers;

- following receipt of a Redemption Notice or the occurrence of a Non-Convertible Debentures Put Event, to determine the Proposed Non-Convertible Debentures Redemption Price, (in the name and on behalf of the Company) terminate the relevant Swap Transactions in whole or in part (as appropriate) at the relevant Close-out Bids and issue a Redemption Pricing Notice to the relevant the relevant Non-Convertible Debentures Issuer(s) with a copy to the Non-Convertible Debentures Trustee;

- to notify the Company and/or the Non-Convertible Debentures Issuers (on behalf of the Company) of the Non-Convertible Debentures Redemption Premium accrued as of a particular date (including upon a Non-Convertible Debentures Default) or on a periodic basis; and

- following the receipt of a request from the Non-Convertible Debentures Issuers or the Company to revise the interest rate of the Non-Convertible Debentures payable on and following the Specified NCD Interest Payment Date on any Business Day other than during each period from (and including) the second (2nd) Business Day prior to an interest payment date of the Notes to and including the relevant interest payment date of the Notes, to promptly determine whether any revision to the interest rate of the then outstanding Non-Convertible Debentures may be made as of the Specified NCD Interest Payment Date, provided that (i) the revised interest rate shall not be more than the Non-Convertible Debentures Maximum Interest Rate, (ii) in the Determination Agent's determination acting in good faith and in a commercially reasonable manner after taking into account all relevant factors, the Company will not have any funding shortfall on account of such revised interest rate following such adjustment, and (iii) following such revision, the interest rate of the Non-Convertible Debentures will be at least three basis points (0.03 per cent.) higher than the interest rate on the Notes. The Determination Agent shall notify the Company and the Non-Convertible Debentures Issuers on such NCD Interest Payment Amendment Request Date of the proposed revised interest rate and, if each of the Non-Convertible Debentures Issuers notifies the Company and the Determination Agent of its acceptance of such revised interest rate on such NCD Interest Payment Amendment Request Date, such revised interest rate shall be binding between the Non-Convertible Debentures Issuers and the Company from and including the Specified NCD Interest Payment Date.

Appointment of the Determination Agent

The Company will procure that there will at all times be a Determination Agent.

If a Determination Agent Replacement Event (as such term is defined in the Conditions) occurs, then the Determination Agent's appointment will automatically be terminated and the Company will, as soon as is reasonably practicable, notify the Noteholders and the Note Trustee. If an Enforcement Event has not occurred, the Company will (i) if directed in writing by the holders of at least 66⅔ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding; or (ii) if directed by the Determination Agent being replaced (or, as the case may be, any receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official of the Determination Agent being replaced) (the "**Former Determination Agent**"), appoint such entity nominated in that direction as the replacement Determination Agent; provided in each case that such replacement entity is a Permitted Determination Agent (as such term is defined in the Conditions), and, in the case of any direction from the Former Determination Agent, that the replacement Determination Agent is not an Affiliate of the Former Determination Agent.

The Company may, at any time prior to receiving any direction, appoint a replacement entity reasonably capable of making the relevant determinations in accordance with general market standards to act as the replacement Determination Agent.

Replacement of the Determination Agent following a Permitted Share Transfer

Following a Permitted Share Transfer, the Company may, at any time, terminate the appointment of the existing Determination Agent by giving to the Security Trustee, the Principal Paying Agent and such

Determination Agent at least 60 days' notice and appoint a shareholder of the Company (or an affiliated of such shareholder) as the replacement Determination Agent provided that such shareholder (or affiliate) is approved by a Counterparty as reasonably capable of making the relevant determinations in accordance with general market standards and is not subject to a Bankruptcy Event were it the Company.

Any such replacement Determination Agent shall (i) be appointed on terms substantially similar to the Determination Agency Deed and acknowledge the security created over such appointment agreement in favor of the Security Trustee; and (ii) carry out its appointment on the terms set out in these Conditions and such appointment agreement, as supplemented by any standard terms of business of such replacement Determination Agent that are applicable to such a role (and the Company or the Security Trustee, as the case may be, shall sign any appointment document).

Supplemental Account Bank Agreement

Pursuant to the Account Bank Agreement, dated on or about the Issue Date and entered into by and between the Company, the Security Trustee and the Account Bank, the initial Account Bank will be appointed to hold all Outstanding Assets in the form of USD cash on behalf of the Company in the account held by the Company with AfrAsia Bank Limited (the "**Initial Cash Account**"). The Company will authorize the Account Bank to act on its behalf:

- to maintain the Initial Cash Account and the funds deposited therein;
- upon the occurrence of an Event of Default, to credit and debit the Initial Cash Account in accordance with the written instructions of the Security Trustee; and
- upon the occurrence of an Event of Default, make disbursements to or on behalf of the Security Trustee or its designee in accordance with the written instructions of the Security Trustee.

Under the Supplemental Account Bank Agreement, the Account Bank may resign its appointment at any time by giving the Company, the Note Trustee and the Security Trustee at least sixty (60) days' written notice to that effect. If no replacement Account Bank has been appointed within three (3) months of the date of such resignation notice from the Account Bank, the Account Bank shall have the power to appoint an Eligible Replacement Account Bank as the replacement Account Bank. No termination or resignation of the appointment of the Account Bank shall take effect until a replacement Account Bank has been appointed.

Governing Law

The Account Bank Agreement will be governed by the laws of Mauritius.

Onshore Custody Agreement

Pursuant to the Onshore Custody Agreement entered into between the Company and the Onshore Custodian and dated July 10, 2019, the Company appointed and selected the Onshore Custodian for the provision of direct and ancillary custody services and the Onshore Custodian accepted such appointment. The Onshore Custodian will establish and maintain the relevant bank account and securities account for the Company.

Governing Law

The Onshore Custody Agreement will be governed by the laws of India.

Mauritius Share Pledge

Pursuant to the Mauritius Share Pledge entered into between Appleby Global Services (Mauritius) Ltd (in its capacity as trustee of the Diamond Purpose Trust) (the "**Share Pledgor**"), the Security Trustee, the Company and Appleby Global Services (Mauritius) Ltd (in its capacity as company secretary of the Company) (the "**Company Secretary**") and dated on or about the Issue Date, as continuing security for the payment of the Secured Liabilities, the Share Pledgor will pledge, and will agree to pledge, to the Security Trustee its respective rights, title and interest in, *inter alia*, all the issued and fully paid up shares (the "**Issuer Shares**") of the Company owned by the Share Pledgor (and which constitute 100 per cent. of the aggregate issued and paid up share capital of the Company) by way of a first ranking pledge for the payment, and discharge and performance of all the Secured Liabilities.

Under the terms of the Mauritius Share Pledge, the Share Pledgor will covenant that, save as previously consented to in writing by the Security Trustee (acting on the instructions of the Instructing Creditors), it will, *inter alia*: (i) not allow the issuance of any shares of any class of the Company; (ii) not take, and cause the Company not to take, any corporate action or have any other steps be taken for its or the Company's winding-up or dissolution; (iii) at all times remain the registered and beneficial owner of the Issuer Shares and not, save as provided in the Mauritius Share Pledge, sell, assign, transfer, mortgage, charge, pledge or encumber in any part of the Collateral (as such term is defined in "*Summary of the Security Structure – Security created under the Mauritius Share Pledge*") or agree to do any of the aforesaid or suffer to exist any mortgage, charge, pledge or encumbrance of the Collateral during the period (the "**Security Period**") commencing on the date the Mauritius Share Pledge is entered into and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally discharged and satisfied in full to the satisfaction of the Security Trustee.

Security

Prospective investors are referred to "*Summary of the Security Structure – Security created under the Mauritius Share Pledge*" for a detailed description of the security interests created under the Mauritius Share Pledge.

Enforcement

Upon the occurrence of an Enforcement Event, the security constituted by the Mauritius Share Pledge will become immediately enforceable. Prospective investors are referred to "*Summary of the Security Structure – Enforcement of Security following the occurrence of an Enforcement Event*."

Governing Law

The Mauritius Share Pledge will be governed by the laws of Mauritius.

Mauritius Fixed and Floating Charge

Pursuant to the Mauritius Fixed and Floating Charge entered into between the Company as chargor in favor of the Security Trustee (the "**Mauritius Fixed and Floating Charge**") and dated on or about the Issue Date, as continuing security for the payment of the Financial Indebtedness, the Company will charge, and will agree to charge, to the Security Trustee its respective rights, title and interest in the Charged Property (as defined below) of the Company by way of a first ranking charge for the payment, and discharge and performance of all the Financial Indebtedness.

Security

Prospective investors are referred to "*Summary of the Security Structure – Security created under the Mauritius Fixed and Floating Charge*" for a detailed description of the security interests created under the Mauritius Fixed and Floating Charge.

Enforcement

Upon the occurrence of an Enforcement Event, the security constituted by the Mauritius Fixed and Floating Charge will become immediately enforceable. Prospective investors are referred to "*Summary of the Security Structure—Enforcement of Security following the occurrence of an Enforcement Event*."

Governing Law

The Mauritius Fixed and Floating Charge will be governed by the laws of Mauritius.

Mauritius Share Trustee Undertaking

Pursuant to the Mauritius Share Trustee Undertaking, the Share Trustee shall provide an undertaking to the Note Trustee in relation to the Outstanding Assets in the form and manner as agreed with the Note Trustee.

Noteholders' Representative Appointment Letter

Pursuant to the Noteholders' Representative Appointment Letter dated on or about the Issue Date (the "**Appointment Letter**") entered into between the Company and Dushyant Ramdhur, attorney at law, of Appleby

(JV) Ltd & Cie, 7th Floor, Happy World House, 37, Sir William Newton Street, Port Louis, Republic of Mauritius (the "**Appointee**") and as acknowledged by the Security Trustee dated on or about the Issue Date, the Company will appoint the Appointee to act as the "Note Representative" of the Noteholders and to act as such with respect to the Notes pursuant to the Mauritius Companies Act 2001 (the "**Company Act 2001**") with respect to the Notes, and the Appointee will accept such appointment as the Note Representative.

Under the Companies Act 2001, where a company issues or agrees to issue debentures (such as the Notes) of the same class to more than twenty-five (25) persons, or to any one or more persons with a view to the debentures or any of them being offered for sale to more than twenty-five (25) persons, the company shall before issuing any of the debentures appoint a person to act as a debenture holders' representative by: (a) signing under its seal a deed of appointment; and (b) procuring the signature to the deed of appointment by a person qualified to act as a debenture holders' representative. The Companies Act 2001 also provides that no person shall be qualified to act as a debenture holders' representative unless he is: (i) a notary; (ii) a banking company; (iii) an attorney-at-law; (iv) an insurance company; (v) a qualified auditor; or (vi) an investment trust company, finance or other corporation or person approved in writing by the Minister of Finance for purpose of section 121 of the Companies Act 2001, either generally or in respect of a particular issue.

By accepting such appointment, the Note Representative will agree to be bound by and to perform the services set out in respect of the Note Representative in the Trust Deed, the Notes and the Appointment Letter.

The Note Representative will, on written demand by the Security Trustee at any time after an Event of Default or Enforcement Event has occurred and subject to certain conditions, until notified by the Security Trustee to the contrary, as far as permitted by applicable law act thereafter as the Note Representative of the Noteholders under the Trust Deed and the Notes *mutatis mutandis* on the terms provided in the Appointment Letter and hold all certificates and moneys, documents and records held by them in respect of the Notes to the order of the Security Trustee.

Under the Appointment Letter, the Note Representative may at any time resign by giving written notice of its resignation to the Company and the Security Trustee; provided that the date on which its resignation will become effective will be at least sixty (60) days after the date on which such notice is given unless the Company agrees to accept shorter notice. Upon receiving such notice of resignation, if required by the Trust Deed, the Company will promptly appoint a successor representative.

Governing Law

The Appointment Letter will be governed by the laws of Mauritius.

SUMMARY OF THE SECURITY STRUCTURE

If an Enforcement Event occurs, the Security Trustee will enforce the Security over the Mortgaged Property in accordance with the terms of the Trust Deed, the Mauritius Share Pledge, the Mauritius Fixed and Floating Charge, provided that prior to taking any action, step or proceeding in relation to the enforcement of the Security, the Security Trustee will seek direction from the Instructing Creditors.

Security created under the Trust Deed

Under the terms of the Trust Deed, in respect of any Notes issued pursuant to the Issue Deed, the Company will provide the Security Trustee with the benefit of the following security as Security Trustee for itself and the benefit of persons to whom secured liabilities are owed (including the Noteholders):

(i) a charge by way of a first fixed charge over the Company's interest in:

  (1) the Original Assets Proceeds from time to time;

  (2) all proceeds of, income from and sums arising from any Outstanding Assets held by or on behalf of the Company from time to time; and

  (3) all assets and property hereafter belonging to the Company and deriving from the assets described in (i)(1) to (2) above or the rights attaching thereto,

  in each case excluding (I) any Original Assets Proceeds and any proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India and (II) to the extent not being covered by (I), any Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India;

(ii) an assignment by way of security of:

  (1) the Company's rights, title and interest under the Transaction Documents (other than each Swap Agreement, the Non-Convertible Debentures Subscription Agreement, each Non-Convertible Debentures Trust Deed, the Account Bank Agreement and the Onshore Custody Agreement);

  (2) all rights, title and interest of the Company in respect of any deposit made by the Company with (or otherwise maintained for the Company by) the Account Bank; and

  (3) all rights, title and interest of the Company against any Broker or Determination Agent;

(iii) an assignment by way of security of all of the Company's rights, title and interest under each Swap Agreement, and all proceeds of and sums arising therefrom without prejudice to, and after giving effect to, any contractual netting provision contained in the relevant Swap Agreement; and

(iv) a charge by way of a first floating charge of all the Company's rights, assets undertakings (other than the Original Assets Proceeds and all proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets, any Securities Account or the Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets).

The Charged Assets shall not include any Original Assets Proceeds and any proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets, any Securities Account or any Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets.

Security created under the Mauritius Share Pledge

Under the terms of the Mauritius Share Pledge, as continuing security for the payment of the Secured Liabilities, the Share Pledgor will pledge, and will agree to pledge, to the Security Trustee its respective rights, title and interest in the Collateral (as defined below) by way of a first ranking pledge for the payment, and discharge and performance of all the Secured Liabilities.

For these purposes, the "Collateral" comprises all the share certificates and all the Issuer Shares of the Company issued to or held by the Share Pledgor on the date the Mauritius Share Pledge is entered into (and all share certificates of all additional shares of the Company issued to or held by the Share Pledgor and all additional shares of the Company issued to the Share Pledgor after such date) and all stocks, shares, warrants, rights, moneys and property accruing to the Share Pledgor or acquired at any time and from time to time by the Share Pledgor by way of redemption, bonus, preference, option rights or otherwise to or in respect of or derived from or in substitution for any of the Issuer Shares (or such additional shares) or any derivatives thereof and including any moneys for the time being forming part of the net proceeds of sales of the foregoing and any investments for the time being representing the same.

The Share Pledgor will covenant to the Security Trustee that, until the end of the Security Period, the following documents (together, the "**Mauritius Enforcement Documents**") will be deposited (in the form prescribed in the Mauritius Share Pledge) with the Security Trustee (or its nominee) by way of security: (i) an executed undated power of attorney/ proxy by the Share Pledgor (the "**Share Pledgor Power of Attorney**"); (ii) the share certificates representing the Issuer Shares together with any other documents of title to any part of the Collateral; (iii) an executed undated transfer of shares form (the "**Instruments of Transfer**") duly signed by the Share Pledgor in respect of the Collateral; (iv) executed undated letters of resignation (the "**Resignation Letters**") from all directors of the Company; (v) the irrevocable consent of all directors of the Company to date and give effect to the Resignation Letters; (vi) a transfer in guarantee (the "**Transfer in Guarantee**") duly executed by the Share Pledgor and the Company Secretary; and (vii) a letter from the Company acknowledging notice of the Mauritius Share Pledge and undertaking to inscribe the said pledge in its records (the "**Share Pledge Acknowledgment**").

Immediately upon execution of the Mauritius Share Pledge, the Share Pledgor will: (i) cause an entry evidencing the transfer of the Collateral in pledge (pursuant to the execution and delivery of the Transfer in Guarantee) to be duly inscribed in the register of the Company where the transfer of shares in pledge are inscribed, making reference to: (a) the Mauritius Share Pledge, (b) the names of the Share Pledgor and the Security Trustee, and (c) the amount of the debt secured; (ii) provide to the Security Trustee (or its nominee) a certified true copy of the said register evidencing that the entry has been duly inscribed; and (iii) cause an entry to be duly inscribed in the share register of the Company by the Company Secretary which makes reference that the shares of the Company have been pledged in accordance with this Agreement.

For the duration of the Security Period, the Share Pledgor will irrevocably appoint the Security Trustee to be the Share Pledgor's attorney-in-fact (***mandataire***), with full authority in the place and stead of the Share Pledgor and in the name of the Share Pledgor or otherwise, from time to time in the Security Trustee's discretion (subject to the Security Trustee being liable in the case of gross negligence (***faute lourde***) on its part), to take any action and to execute any instrument that the Security Trustee may deem necessary or advisable to perfect or maintain the security interests granted to the Security Trustee pursuant to the Mauritius Share Pledge.

The Share Pledgor will irrevocably appoint the Security Trustee to be the Share Pledgor's attorney-in-fact, with full authority in the place and stead of the Share Pledgor and in the name of the Share Pledgor or otherwise, from time to time in the Security Trustee's discretion, to take any action and to execute any instrument that is reasonably required by the Security Trustee to accomplish the purposes of the Mauritius Share Pledge, including, without limitation: (i) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (ii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper; and (iii) to file any claims or take any action or institute any proceedings that the Security Trustee may deem necessary or desirable for the collection of any of the Collateral or the rights of the Security Trustee with respect to any of the Collateral.

Under the terms of the Mauritius Share Pledge, if the Share Pledgor fails to perform any agreement contained therein, the Security Trustee may itself perform, or cause performance of, such agreement.

The Mauritius Share Pledge and any non-contractual obligations arising out of or in connection with it will be governed by the laws of Mauritius.

Additional security in connection with a Permitted Share Transfer or Permitted Equity/Subordinated Debt issuance

If the shares of the Company are to be transferred to one or more Permitted Holders, to the extent that any permitted share transfer cannot be made subject to the existing Mauritius Share Pledge, the Security Trustee shall release the shares of the Company from the security under the Mauritius Share Pledge on condition that the new shareholder(s) will enter into a new Mauritius share pledge in substantially the same form as the Mauritius Share Pledge pledging its (their) 100 per cent. shareholding in the Company in favor of the Security Trustee immediately upon such permitted share transfer (provided that the Security Trustee is indemnified, secured and/or prefunded to its absolute satisfaction with respect to its entry of such new Mauritius share pledge).

Any holder of Permitted Equity/Subordinated Debt will also be required to grant security over its holding of Permitted Equity/Subordinated Debt to the Security Trustee to secure the Notes.

Security created under the Mauritius Share Trustee Undertaking

Under the terms of the Mauritius Share Trustee Undertaking, the Share Trustee shall provide an undertaking to the Note Trustee in relation to the Outstanding Assets in the form and manner as agreed with the Note Trustee.

Security created under the Mauritius Fixed and Floating Charge

Under the terms of the Mauritius Fixed and Floating Charge, as continuing security for the payment of the Financial Indebtedness (as defined in the Mauritius Fixed and Floating Charge), the Company will charge, and will agree to charge, to the Security Trustee its respective rights, title and interest in the Charged Property (as defined below) by way of a first ranking charge for the payment, and discharge and performance of all the Financial Indebtedness.

For these purposes, the “Charged Property” comprises the assets from time to time which are the subject of any Security created or purported to be created by or pursuant to the Mauritius Fixed and Floating Charge and, where the context permits, the proceeds of sale of such assets as set out in the schedule of the Mauritius Fixed and Floating Charge, excluding the Excluded Assets (as defined in the Mauritius Fixed and Floating Charge).

In relation to the Charged Account (as defined in the Mauritius Fixed and Floating Charge) of the Company, the Company shall: (a) deliver to the Security Trustee (or its nominee) in respect of the Charged Account that has already been established on or before the date of the Mauritius Fixed and Floating Charge (other than any Charged Account opened or maintained by the Company with the Security Trustee), a notice of charge substantially in the form attached to the Mauritius Fixed and Floating Charge (or otherwise in form and substance satisfactory to the Security Trustee) promptly upon such establishment, duly executed by or on behalf of the Company, and the acknowledgment thereto (in accordance with the terms of such notice) duly executed by or on behalf of each of the banks, financial institutions and/or persons with which such Charged Account is opened or maintained; and (b) deliver to the Security Trustee (or its nominee) in respect of the Charged Account that is established after the date of the Mauritius Fixed and Floating Charge, a notice of charge substantially in the form attached to the Mauritius Fixed and Floating Charge (or otherwise in form and substance satisfactory to the Security Trustee) promptly upon such establishment, duly executed by or on behalf of the Company, and the acknowledgment thereto (in accordance with the terms of such notice) by or on behalf of each of the banks, financial institutions and/or persons with which the Charged Account is opened or maintained and promptly deliver a copy of such acknowledgment to the Security Trustee.

The execution of the Mauritius Fixed and Floating Charge by the Company and the Security Trustee shall constitute notice to the Security Trustee of the charge created over any Charged Account opened or maintained with the Security Trustee.

Promptly following the execution of the Mauritius Fixed and Floating Charge, the Company shall (a) within ten (10) days after the execution of the Mauritius Fixed and Floating Charge, at its own cost, cause the Mauritius Fixed and Floating Charge to be registered and inscribed with the Registrar General and Conservator of Mortgages of Mauritius and shall, following such registration and inscription, deliver to the Security Trustee (or its nominee) a copy of the Mauritius Fixed and Floating Charge bearing the original stamp witnessing the registration of the Mauritius Fixed and Floating Charge with the Registrar General and Conservator of Mortgages or in the case of online registration, a copy of the e-registered Mauritius Fixed and Floating Charge; (b) within twenty-eight (28) days of entry by the Company into the Mauritius Fixed and Floating Charge, file particulars of the charge created by the Mauritius Fixed and Floating Charge with the Registrar of Companies of Mauritius, in accordance with Section 127 of the Companies Act 2001; and (c) upon registration and inscription of the Mauritius Fixed and Floating Charge with the Registrar General and Conservator of Mortgages of Mauritius cause an entry evidencing the charge to be made in the charges register of the Company.

The Company shall deliver to the Security Trustee (or its nominee) (or procure the delivery to the Security Trustee of), in respect of any other asset which is the subject of a Fixed Charge or Floating Charge pursuant to the Mauritius Fixed and Floating Charge or any fixed charge arising from conversion (whether automatic or by notice) of any floating charge created hereunder a notice of charge in respect of such asset, in such form as the Security Trustee may require from time to time promptly upon demand of the Security Trustee, and shall use its reasonable endeavors to procure that such notice is promptly duly acknowledged (in accordance with the terms of such notice) by or on behalf of each person to whom such notice is expressed to be given, and shall promptly deliver such executed acknowledgment to the Security Trustee.

The Company by way of security irrevocably appoints the Security Trustee, every Receiver and every Delegate severally to be its attorney: (a) to do all acts and things which the Company is obliged to do under the Mauritius Fixed and Floating Charge but has failed to do, including, without limitation, to transfer any interest in any Charged Property in the circumstances in which such transfer may be required under the Mauritius Fixed and Floating Charge including on an enforcement of the Charges (as defined in the Mauritius Fixed and Floating Charge) over such Charged Property; (b) in its name and on its behalf to exercise any right conferred on the Security Trustee, any Receiver or any Delegate in relation to the Charged Property or under the Mauritius Fixed and Floating Charge or by law after such right has become exercisable; and (c) to register or renew registration of the existence of the Charges or the restrictions on dealing with the Charged Property in any register in which the Company is obliged (but has failed) to effect or maintain registration under the terms of the Mauritius Fixed and Floating Charge.

The Company may not withdraw all or any monies from time to time standing to the credit of the Charged Account, save for all Operational Expenses with the Security Trustee's consent.

The Security Trustee shall, upon the occurrence of an Event of Default, be entitled to credit and debit the Charged Account and make disbursements in respect of the USD Proceeds only.

The Mauritius Fixed and Floating Charge and any non-contractual obligations arising out of or in connection with it will be governed by the laws of Mauritius.

At the same time that the Mauritius Fixed and Floating Charge is executed and entered into by the Company and the Security Trustee, the Company, the Security Trustee and the Account Bank shall enter into the Supplemental Account Bank Agreement whereby the Account Bank shall be appointed by the Company to maintain the Initial Cash Account in accordance with the terms thereof and, prior to the occurrence of an Enforcement Event, to comply with the written instructions of the Company.

The Supplemental Account Bank Agreement and any non-contractual obligations arising out of or in connection with either agreement will be governed by the laws of Mauritius.

Enforcement of Security following the occurrence of an Enforcement Event

If an Enforcement Event occurs, the Security Trustee may enforce the Security over the Charged Assets in accordance with the terms of the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge; provided that prior to taking any action, step or proceeding in relation to the enforcement of the Security, the Security Trustee shall seek direction from the Instructing Creditors.

The Instructing Creditors may give instructions to the Security Trustee by:

(i) a resolution (an "**Instructing Creditor Resolution**") passed at a meeting (an "**Instructing Creditor Meeting**") of Instructing Creditors convened in accordance with the terms of the Trust Deed; or

(ii) an instruction (an "**Instructing Creditor Written Instruction**") in writing signed (or electronically consented to) by or on behalf of Instructing Creditors, in each case, provided that such Instructing Creditor Resolution or Instructing Creditor Written Instruction is passed or given (as the case may be) by one or more Instructing Creditors (whether Counterparties, Noteholders or a combination of each) with an aggregate Instructing Creditor Exposure of not less than:

(A) the Relevant Threshold (if applicable) of the aggregate Instructing Creditor Exposure at the relevant time; or

(B) otherwise, a simple majority of the aggregate Instructing Creditor Exposure at the relevant time.

Any such Instructing Creditor Resolution or Instructing Creditor Written Instruction will be binding on all Instructing Creditors, whether or not they were present at such Instructing Creditor Meeting or participated in such Instructing Creditor Written Instruction.

"Instructing Creditor Exposure" means:

(i) in the case of a Noteholder (or a proxy or representative) and in respect of:

(A) Instructing Creditor Meeting, the principal amount of outstanding Notes held or represented by such person on the date of such Instructing Creditor Meeting; and

(B) Instructing Creditor Written Instruction, the principal amount of outstanding Notes held or represented by such person on the date specified by the Security Trustee in respect of such Instructing Creditor Written Instruction; and

(ii) in the case of a Counterparty (or a representative) and in respect of:

(A) Instructing Creditor Meeting, its aggregate Swap Transaction Amount as of 1:00 pm (Hong Kong time) on the date falling one (1) Business Day prior to the date of such Instructing Creditor Meeting (or, in the case of an adjourned Instructing Creditor Meeting, the date of such adjourned Instructing Creditor Meeting); and

(B) Instructing Creditor Written Instruction its aggregate Swap Transaction Amount as of 1:00 pm (Hong Kong time) on the date falling one (1) Business Day prior to the date such Instructing Creditor Written Instruction is given to the Counterparty by the Security Trustee.

A Counterparty's "Swap Transaction Amount" will mean, in respect of a Swap Transaction: (i) if, at the time and on the date as of which the calculation is made, a Swap Agreement Termination has occurred in respect of the full notional amount of that Swap Transaction, the aggregate Termination Payment, if any, payable to the Counterparty in respect of such Swap Agreement Termination (and before taking into account any interest accrued on that amount) to the extent such amounts are unpaid; or (ii) if, at the time and on the date as of which the calculation is made, a Swap Agreement Termination has not occurred in respect of the full notional amount of that Swap Transaction, the aggregate amount, if any, that would have been payable to the Counterparty assuming a Swap Agreement Termination had occurred in respect of the full notional amount of that Swap Transaction as of such date (together with any Termination Payment payable to the Counterparty in respect of any earlier partial Swap Agreement Termination (and before taking into account any interest accrued on that amount) to the extent such amounts are unpaid), each such amount to be determined in good faith and a commercially reasonable manner and certified by each relevant Counterparty to the Note Trustee and the Security Trustee as of the relevant date. If no such amount is owing to the relevant Counterparty in respect of a Swap Transaction, the Swap Transaction Amount shall be deemed to be zero.

Prospective investors should be aware that the vote of Noteholders at any Instructing Creditors Meeting will be diluted by the claims of the Counterparties and that the interests of the Counterparties, on the one hand, and the Noteholders, on the other hand, may conflict.

The Security Trustee may in enforcing the Security in accordance with the directions of the Instructing Creditors, amongst other things, sell or otherwise liquidate the relevant Mortgaged Property or any part thereof as it thinks fit, and the Security Trustee may, at its discretion, take any such action as it deems appropriate, including taking possession of all or part of the Mortgaged Property over which the Security has become enforceable.

Enforcement under the Mauritius Share Pledge and the Mauritius Fixed and Floating Charge

If it so wishes, the Security Trustee will be able to directly enforce the Mauritius Share Pledge through implementing the Mauritius Enforcement Documents, pursuant to which it will be able to take control of the Company either through taking ownership of the Issuer Shares and/or by replacing the board of directors of the Company. The Security Trustee may also appoint a receiver under the Mauritius Share Pledge to enforce its rights.

By completing, executing (for and on behalf of the Share Pledgor) and dating the Instruments of Transfer (previously signed by the Share Pledgor), the Issuer Shares may be directly transferred in the name of the Security Trustee (or any third party nominated by the Security Trustee). Upon the occurrence of an Enforcement Event, the Security Trustee may tender the completed Instruments of Transfer to the Company which will (through the Company Secretary): (i) take the necessary actions to record and/or register the transfer in the register of members, following which title will pass to the Security Trustee (or any third party nominated by the Security Trustee); (ii) cancel the previous share certificates (if any) and issue new ones according to the Security Trustee's instructions; and (iii) ensure that the relevant notifications of the transfer are made with the authorities in Mauritius. The transfer of Issuer Shares will be effective upon the entry of the name of the Security Trustee (or any third party nominated by the Security Trustee) in the register of members of the Company. The entry of the name of the Security Trustee (or any third party nominated by the Security Trustee) in the register of members will be conclusive evidence of title to the Issuer Shares. In the event that the value of the Collateral (as such term is defined in "*Summary of the Security Structure—Security created under the Mauritius Share Pledge*") exceeds the amount of the Secured Liabilities, the Security Trustee must return the excess amount to the Company upon a claim by the Company.

The Resignation Letters held by the Security Trustee facilitate enforcement of the pledge and also provide the Security Trustee with the power to accept the resignations of the current directors and appoint a new board to the Company at any time. Alternatively, once the transfer of ownership has taken place (through delivery of the Instruments of Transfer), the Security Trustee (or any third party nominated by the Security Trustee as the new shareholder) may pass a resolution in order to replace the directors of the board.

Furthermore, pursuant to the delivery of the Share Pledgor Power of Attorney to the Security Trustee, the Security Trustee will be able to take further control of the Company by acting with full authority in its place and stead and in its name, at the Security Trustee's discretion, and to take any action and to execute any instrument that may be required for the full exercise of any of the powers conferred on the Security Trustee under the Mauritius Share Pledge. Finally, the Share Pledge Acknowledgment provides that all corporate actions will be taken by the Company to authorize and approve the Company Secretary to record in the register of members of the Company any transfer of the Issuer Shares sold by the Security Trustee in accordance with the terms of the Mauritius Share Pledge.

In the relation to the Mauritius Fixed and Floating Charge, for the purposes of all powers implied by the Security Law (as defined in the Mauritius Fixed and Floating Charge) or any applicable statute, the Financial Indebtedness shall be deemed to have become due and payable upon the date of the Mauritius Fixed and Floating Charge. Save as provided below, the Charges given by the Company shall become enforceable upon: (a) the occurrence of an Enforcement Event; or (b) the Company requesting the Security Trustee to appoint a Receiver or the Security Trustee appointing a Receiver; or (c) the Security Trustee being of the opinion that any of the Charged Property or the Charges are in danger of seizure, distress, attachment or other legal process or are otherwise in jeopardy (whether or not the Security Trustee shall have taken possession of the Charged Property), and the power of sale conferred by the Security Law or any applicable law as extended by the Mauritius Fixed and Floating Charge shall be exercisable in relation to the Charges and the Security Trustee may take possession of any Charged Property at any time after the Charges have become enforceable.

The Security Trustee and any Receiver may exercise any and all statutory and contractual powers to enforce the Mauritius Fixed and Floating Charge and shall have all other rights, powers and protections conferred by law on mortgagees and receivers (as varied and extended by the Mauritius Fixed and Floating Charge).

Prior to enforcing the floating charge, the crystallization procedure under the Mauritius Civil Code will need to be complied with. Crystallization is the term used to describe the process by which a floating charge is converted into a normal fixed charge under Mauritius law. A crystallized Floating Charge will bite on all the assets covered by the charge.

SUMMARY OF CERTAIN CASH FLOWS

The following is a summary only of certain cash flows in respect of the Notes, the Non-Convertible Debentures Subscription Agreement, the Swap Agreements and the Non-Convertible Debentures. The summary is not exhaustive, comprehensive nor describes all potential cashflows. It is illustrative only, does not consider all potential scenarios and is qualified in its entirety by the terms of the Notes, the Swap Agreements, the Non-Convertible Debentures Subscription Agreement and the Non-Convertible Debentures (as described elsewhere in this offering memorandum and the attached Non-Convertible Debentures Offering Memorandum).

It is possible that certain events (for example, but without limitation, the early termination of a Swap Transaction and the imposition of taxes on any of the Transaction Parties) may impact these cash flows. All payments are subject to the priorities of payments and the ability of the Company to pay. See "Risk Factors."

The following are the expected cash flows if no Optional Early Redemption Event, Mandatory Early Redemption Event, Event of Default or similar event has occurred. On the occurrence of any such event, the cashflows may be materially different from those described below, and investors may suffer a loss.

Cash flows in respect of the Notes proceeds

- *Non-Convertible Debentures:* The Non-Convertible Debentures Issuers agree to issue the Non-Convertible Debentures subject to the satisfaction of the Non-Convertible Debentures Subscription Conditions (unless waived by the Company), and subject to the following requirements being satisfied: (A) the Proposed Interest Rate is less than or equal to the Non-Convertible Debentures Interest Rate, (B) the Proposed Discount is less than or equal to the Non-Convertible Debentures Maximum Discount and (C) the Initial Non-Convertible Debentures Principal Amount is less than the Non-Convertible Debentures Maximum Principal Amount, in each case of the applicable Non-Convertible Debentures.

- *Swap Transactions:* The initial Determination Agent (acting for and on behalf of the Company) will attempt to enter into certain Swap Transactions with the Counterparties comprising one or more of Coupon Swap Transactions, Principal Swap Transactions, Forward Call Option Transactions and/or Spot Call Option Transactions.

- *Pricing Notice:* Following Hedge Completion, the initial Determination Agent will determine the Proposed Interest Rate, the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount in respect of the Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer, and will issue a Pricing Notice to the Non-Convertible Debentures Issuers to notify them of such determination.

- If the Hedge Completion does not occur on or prior to the Hedge Execution Period or the Non-Convertible Debentures Subscription Conditions are not satisfied and the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date (a "**Non-Convertible Debentures Pricing Unwind Event**"):

    - The Determination Agent (for and on behalf of the Company) will, on the first Business Day following the Hedge Execution Period, calculate the Non-Convertible Debentures Pricing Unwind Amount and notify the Principal Paying Agent and the Account Bank; and

    - A Non-Convertible Debentures Pricing Unwind Event will occur. All the Notes will redeem in full on the Non-Convertible Debentures Pricing Unwind Date at their par value, subject to reduction due to the termination of the Swap Agreement (if any).

- If the Hedge Completion occurs on or prior to the Hedge Execution Period and subject to the satisfaction of the Non-Convertible Debentures Subscription Conditions:

    - *Spot conversion:* the Company will receive the proceeds of the Notes paid to the Initial Cash Account to be held in escrow pending subscription of the Non-Convertible Debentures. The Company will enter into one or more forward transactions with one or more Counterparties under the relevant Swap Agreement(s) prior to the settlement date of the Non-Convertible Debentures purchase price to convert the required amount of U.S. dollars to rupees. The Company will retain no less than US$500,000 from the note issue proceeds in a Cash Account up to and including the Maturity Date; and

- ○ *Non-Convertible Debentures Subscription Agreement:* on the Non-Convertible Debentures Closing Date, the Non-Convertible Debentures Issuers will issue, and the Company will subscribe for, the Initial Non-Convertible Debentures Principal Amount of the applicable Non-Convertible Debentures with an interest rate equal to the Proposed Interest Rate and at an issue price less the applicable Proposed Discount (each as set out in the Pricing Notice).

Any Non-Convertible Debentures that are issued pursuant to the Non-Convertible Debentures Subscription Agreement will be purchased by the Company at a percentage discount to par.

The difference between the Notes proceeds and the aggregate discounted purchase price for the relevant Non-Convertible Debentures Principal Amount will be applied by the Company for meeting certain expenses of the Company. Following such application, any excess will be retained by the Company as a reserve to be applied to meet potential future obligations of the Company.

Interest periods, accrual periods and calculation periods

With the exception of the first Non-Convertible Debentures interest accrual period, the interest accrual periods for the determination of interest under the Notes and the Non-Convertible Debentures, and the calculation periods for the determination of amounts due in respect of the Swap Transactions, will be identical.

The first Non-Convertible Debentures interest period and interest accrual period (and the first calculation period for the determination of amount due in respect of the Swap Transactions) will commence on the Non-Convertible Debentures Closing Date. The first interest period and interest accrual period for the Notes will start on the Closing Date.

Cash flows in respect of Interest Payments

(i) *Non-Convertible Debentures*: Before an Interest Payment Date, the Non-Convertible Debentures Issuers will have an obligation to pay a fixed rate of interest (the "**Non-Convertible Debentures Maximum Interest Rate**") on the outstanding principal amount of the relevant Non-Convertible Debentures for the relevant accrual period (the relevant amount of interest, the "**Non-Convertible Debentures Interest Amount**"). Such amount will be determined and settled in Indian rupees.

(ii) *Swap Transactions*: Pursuant to each Coupon Swap Transaction, one (1) Business Day before an Interest Payment Date (a "**Fixed Rate Payment Date**"):

- the Company will have an obligation to pay to the applicable Counterparty the agreed fixed rate calculated on the relevant INR notional amount of the Swap Transaction for the relevant calculation period. Such fixed rate amount will be determined in Indian rupees and settled by the Company in U.S. dollars. In aggregate across all Swap Transactions, the amounts payable by the Company are expected to equal the Non-Convertible Debentures Interest Amount due on the payment date immediately before the relevant Interest Payment Date;

- each Counterparty to a Coupon Swap Transaction will have an obligation to pay a fixed rate on the relevant U.S. dollar notional amount of the Swap Transaction for the relevant calculation period. The fixed rate specified in each Swap Transaction will equal the Fixed Rate I (as defined in the Forms of Confirmation); and

- since the Coupon Swap Transactions will be non-deliverable, the amounts payable by the Company and the amount payable by the Counterparty on each Fixed Rate Payment Date will be net settled and only the net amount in U.S. dollars will be payable.

(iii) *Spot Conversion:* The Company will convert the Non-Convertible Debentures Interest Amount it receives in rupees into U.S. dollars with the FX Conversion Banks pursuant to the spot exchange facility under the Issue Deed and/or the Swap Agreements.

(iv) *Notes*: On the Interest Payment Date, the Company will have an obligation to pay the relevant Interest Amount to the Noteholders under the Notes. The Company will use the converted U.S. dollars and any net amount in U.S. dollars received by it under the Coupon Swap Transaction to pay such Interest Amount.

Cash flows in respect of the Redemption Amount due on the scheduled Maturity Date

(i) *Non-Convertible Debentures*: On the date falling five Business Days prior to the Maturity Date, the Company will deliver a notice to the Non-Convertible Debentures Issuers to require the Non-Convertible Debentures Issuers to redeem all of the Non-Convertible Debentures on the date specified under the Non-Convertible Debentures Conditions (the "**Non-Convertible Debentures Put Date**"). On the Non-Convertible Debentures Put Date, the Non-Convertible Debentures Issuers will have an obligation to pay the redemption price of the Non-Convertible Debentures as determined by the Determination Agent (the "**Non-Convertible Debentures Redemption Amount**").

Such amount will be determined and settled in Indian rupees. The Non-Convertible Debentures Redemption Amount will be paid to the Company together with any accrued but unpaid Non-Convertible Debentures Interest Amount. The FX Conversion Banks will convert such rupee denominated amounts into U.S. dollars at the spot rate at the time of payment.

(ii) *Swap Transactions*: Pursuant to each Swap Transaction hedging the principal of the Notes, one (1) Business Day prior to the Maturity Date (the "**Final Exchange Date**"):

- The Counterparty to a Forward Call Option Transaction (where relevant) will have an obligation to pay if the spot rate in respect of the Final Exchange Date (as determined in accordance with the terms of the Swap Transaction) (the "**Final FX**") is greater than the applicable strike price, an amount equal to (i) the relevant portion of the principal amount of the Notes hedged by that Forward Call Option Transaction *multiplied by* (ii) (spot rate – strike price) *divided by* (iii) Final FX; or will not have an obligation to pay any amount if the Final FX is less than or equal to the applicable strike price.

- The Counterparty to a Spot Call Option Transaction (where relevant) will have an obligation to pay if the spot rate in respect of the Final Exchange Date (as determined in accordance with the terms of the Swap Transaction) (the "**Final FX**") is greater than the applicable strike price, an amount equal to (i) the relevant portion of the principal amount of the Notes hedged by that Spot Call Option Transaction *multiplied by* (ii) (spot rate – strike price) *divided by* (iii) Final FX; or will not have an obligation to pay any amount if the Final FX is less than or equal to the applicable strike price.

- Either the relevant Counterparty to a Principal Swap Transaction or the Company (as applicable) will pay a U.S. dollar amount to the net settlement of (1) a portion of the INR redemption proceeds converted into U.S. dollars at the applicable spot rate payable by the Company and (2) the same portion of the principal amount of the Notes in U.S. dollars payable by the Counterparty.

- The aggregate amount of such U.S. dollar amounts received by the Company from the FX Conversion Banks (if relevant) and the Counterparties (if relevant) will be used by the Company to pay principal in U.S. dollars under the Notes.

(iii) *Notes*: On the Maturity Date, the Company will have an obligation to repay the outstanding principal amount of the Notes at par, together with the applicable Interest Amount in respect of the final Interest Period.

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions (the "**Conditions**") which, as supplemented and amended by the provisions of any Global Certificate representing the Notes from time to time (including any legend or capitalized text thereon), shall apply to the Notes. See the section of this offering memorandum headed "Summary of Provisions Relating to the Notes in Global Form" for a description thereof.*

References to a numbered "Condition" shall be construed as a reference to the Condition so numbered in these Conditions.

The US$325,000,000 5.375 per cent. Secured Notes due 2024 (the "**Notes**") are constituted and secured by an issue deed dated on or about the Issue Date (the "**Issue Deed**"), which is supplemental to a Principal Trust Deed made between, amongst others, the Company and HSBC Bank USA, National Association, as initial note trustee for the Notes and security trustee for the Secured Parties. The Principal Trust Deed and the Issue Deed together comprise the "**Trust Deed**". The Principal Trust Deed includes the form of registered certificates (the "**Certificates**") to be issued in respect of the Notes. An Agency Agreement has been entered into in relation to the Notes between the Company, the Note Trustee, the Security Trustee and certain agents in respect of the Notes (being the principal paying agent, the registrar and the paying agents and transfer agents).

A Determination Agency Deed has been entered into in relation to the Notes between the Company, the Note Trustee, the Security Trustee and the Determination Agent on or about the Issue Date (the "**Determination Agency Deed**").

Outstanding Assets (i) in the form of the Original Assets and (ii) in the form of INR cash will be held or caused to be held on behalf of the Company by Orbis Financial Corporation Ltd (the "**Initial Onshore Custodian**"). All Outstanding Assets in the form of USD cash will initially be held or caused to be held on behalf of the Company in the Cash Account with AfrAsia Bank Ltd (the "**Initial Account Bank**") pursuant to the Account Bank Agreement.

The initial Agents shall be as follows:

(i) the initial Determination Agent shall be Berries Advisory Services LLP;

(ii) the initial Principal Paying Agent shall be HSBC Bank USA, National Association;

(iii) the initial Registrar shall be HSBC Bank USA, National Association; and

(iv) the initial Transfer Agent shall be the initial Principal Paying Agent.

References in these Conditions to Agents shall be to the initial Agents specified above or, in each case, to the then current Successor (whether direct or indirect) of such Agent appointed in accordance with these Conditions and the Trust Deed.

The Company has also entered into a 1992 ISDA Master Agreement (Multicurrency – Cross Border) and schedule thereto with each of the initial Counterparties (as the same may be amended, modified or supplemented from time to time, each a "**Master Agreement**").

The Company and each relevant Counterparty may enter into one or more confirmations (each, a "**Confirmation**") pursuant to the relevant Master Agreement between them, in each case documenting the terms of swap transactions (each such swap transaction, a "**Swap Transaction**") and/or forward transactions (each such forward transaction, a "**Forward Transaction**") relating to the Notes (each Confirmation entered into with a relevant Counterparty, together with the Master Agreement entered into with such Counterparty, will be a "**Swap Agreement**" in respect of such Counterparty).

Each Swap Agreement includes, in addition to those Confirmations (if any) entered into during the Hedge Execution Period, any further Confirmations executed or alternative documentation entered into in relation to the further Original Assets in respect of any further notes issued by the Company which are to form a single Series with the Notes.

A Non-Convertible Debentures Subscription Agreement will be entered into between the Company and each Non-Convertible Debentures Issuer in relation to the purchase of the Non-Convertible Debentures.

These Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents (physical copies of which (other than the Non-Convertible Debentures Subscription Agreement) are available for inspection at the registered office of the Company and the specified office of the Principal Paying Agent). Noteholders are entitled to the benefit of, and are deemed to have notice of and are bound by all the provisions contained in the Transaction Documents (other than the Non-Convertible Debentures Subscription Agreement, the Non-Convertible Debentures Trust Deed and the Onshore Custody Agreement).

The "**Principal Trust Deed**" and the "**Agency Agreement**" were first entered into by the respective parties thereto executing a programme deed dated on or about the Issue Date (the "**Programme Deed**"). The Programme Deed specifies certain master trust terms and master agency terms. By their execution of the relevant Programme Deed or supplement, the relevant parties have entered into a Principal Trust Deed and an Agency Agreement in the form of the specified master trust terms and master agency terms, respectively, subject in each case to such amendments or supplements to such master terms documents as are specified in the relevant Programme Deed the execution of which created such document(s). With respect to the Notes, references to the Principal Trust Deed and the Agency Agreement are to those documents as amended, supplemented or replaced in respect of the Notes as permitted by the Conditions and the Trust Deed.

1 Form, Denomination and Title

The Notes are issued in registered form in denominations of US$250,000 and integral multiples of US$1,000 in excess thereof (the "**Denomination**").

Title to the Notes shall pass by registration in the Register which the Company shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

The Company, the Note Trustee, the Security Trustee and each Transfer Agent shall deem and treat each Noteholder as the absolute owner of the relevant Note (whether or not such Note shall be overdue and notwithstanding any notice of ownership or writing on any Certificate representing such Note) for the purpose of making payments and for all other purposes.

2 Transfers of Notes

(a) *No Exchange of Notes*

The Notes may not be exchanged for Notes in bearer form.

(b) *Transfer of Notes*

The Notes may be transferred in their Denomination upon (i) the submission of the form of transfer endorsed on the Certificate representing such Notes and (ii) the surrender of the Certificate representing such Notes, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of the Notes represented by a Certificate, a new Certificate in respect of the balance not transferred will be issued to the transferor. All transfers of Notes and entries on the Register will be made in accordance with the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Company, with the prior written approval of the Registrar and the Note Trustee.

(c) *Delivery of new Certificates*

Each new Certificate to be issued upon a transfer of Notes will, within seven business days (being a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar to whom such form of transfer shall have been delivered) of receipt of such form of transfer, be available for delivery at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom such delivery shall have been made or, at the option of the holder making such delivery as aforesaid and as specified in the relevant form of transfer, be mailed at the risk of the holder entitled to the new Certificate to such address as may be specified in such form of transfer.

(d) *Transfers free of charge*

Transfer of Notes on registration or transfer will be effected without charge by or on behalf of the Company, the Registrar or the Transfer Agents, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require) by the relevant Noteholder in respect of any tax, duty or other governmental charges which may be imposed in relation to such registration or transfer.

(e) *Closed periods*

No Noteholder may require the transfer of any Notes to be registered during the period of 15 days ending on the due date for any payment of principal on those Notes.

(f) *Partial Redemption*

In the case of a partial redemption of a principal amount of Notes represented by a Certificate, upon the surrender of the Certificate representing such Notes, a new Certificate will be issued to the holder in respect of the balance of the principal amount not redeemed.

3 Status

The Notes are secured obligations of the Company and rank and will rank *pari passu* without any preference among themselves.

4 Security

In this Condition 4, any notice required to be given by, or on behalf of, the Company if not given within a reasonable time after the events or circumstances giving rise to the cause for such notice have occurred, shall be capable of being given by or on behalf of the holders of more than 50 per cent. of the aggregate principal amount of the Notes then outstanding by written notice to each party required to be so notified, and such notice shall be deemed to be notice from the Company, provided that the conditions to the giving of such notice have otherwise been satisfied.

(a) *Security*

Pursuant to the Trust Deed, the Company with full title guarantee and as continuing security (subject to the provisions of this Condition 4) for the Secured Liabilities:

(i) charges by way of a first fixed charge in favor of the Security Trustee:

  (1) from time to time, the Original Assets Proceeds;

  (2) all proceeds of, income from and sums arising from any Outstanding Assets held by or on behalf of the Company from time to time; and

  (3) all assets and property hereafter belonging to the Company and deriving from the assets described in Conditions 4(a)(i)(1) to (2) above or the rights attaching thereto,

in each case excluding (I) any Original Assets Proceeds and any proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India and (II) to the extent not being covered by (I), any Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India;

(ii) assigns by way of security in favor of the Security Trustee:

  (1) the Company's rights, title and interest under the Transaction Documents (other than the Non-Convertible Debentures Subscription Agreement, the Non-Convertible Debentures Trust Deed and the Onshore Custody Agreement);

  (2) all rights, title and interest of the Company in respect of any deposit made by the Company with (or otherwise maintained for the Company by) the Account Bank; and

  (3) all rights, title and interest of the Company against any Broker or Determination Agent;

(iii) assigns by way of security in favor of the Security Trustee, all the Company's rights, title and interest under each Swap Agreement, and all proceeds of and sums arising therefrom without prejudice to, and after giving effect to, any contractual netting provision contained in the relevant Swap Agreement; and

(iv) charges by way of a first floating charge in favor of the Security Trustee all rights, assets and undertaking of the Company (other than the Original Assets Proceeds and all proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets, any Securities Account or the Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets).

In addition, pursuant to the Mauritius Share Pledge, Appleby Global Services (Mauritius) Ltd as trustee of the Diamond Purpose Trust (the "**Share Trustee**") pledges its 100 per cent. shareholding in the Company in favor of the Security Trustee. Subject to compliance with applicable laws, the Share Trustee may transfer 100 per cent. of the shares in the Company in whole but not in part to any non-resident Indian entity/entities which is/are under joint or several control of (a) any shareholder of ReNew Power Private Limited (b) any spouse or immediate family member of any of the persons referred to in (a); (c) any trust established for the benefit of any of the persons referred to in (a) or (b); (d) any Affiliate of one or more of the persons (considered, for these purposes, as one person) referred to in (a), (b) or (c); and (e) any person the majority of the voting power of the voting stock of which is "beneficially owned" (as such term is used in Rule 13d-3 of the U.S. Securities Exchange Act of 1934, as amended), directly or indirectly, by one or more of the persons referred to in (a), (b), (c) or (d)., (the Share Trustee together with each such permitted transferee, a "**Permitted Holder**"), provided that (i) such proposed transfer has been notified to each Rating Agency that then rates the Notes and no Rating Agency has notified or indicated to the Company that such transfer would result in the then current rating of the Notes being adversely affected or withdrawn; (ii) after such transfer, the Company shall not be restricted under applicable law from subscribing to or lending the Original Assets, to the Non-Convertible Debentures Issuers, or from continuing to hold such assets, in the same form and manner as was done prior to such transfer; (iii) if such transfer would result in a regulatory requirement to transfer margin under any Swap Agreement, such Swap Agreement has been amended to enable such regulatory margin to be transferred; (iv) such transfer shall not result in adverse regulatory impact on any Counterparty due to the change of the Company's status under any applicable law unless the Company and the Counterparty has agreed to any necessary modifications to the Swap Agreement or the Company and/or the Permitted Holders has taken other mitigating steps to the satisfaction of the relevant Counterparty to remove such adverse regulatory impact; and (v) the Security Trustee has been provided with a legal opinion confirming that such transfer will not have a negative impact on the Security Trustee's ability to promptly enforce the security created pursuant to the Mauritius Share Pledge, including but not limited to any risk of stay of enforcement or clawback. Any transfer that satisfies all of the above requirements shall be a "**Permitted Share Transfer**" and the Security Trustee shall be obliged to consent to such Permitted Share Transfer without consent from the Noteholders. To the extent that any Permitted Share Transfer cannot be made subject to the existing Mauritius Share Pledge, the Security Trustee shall release the shares of the Company from the security under the Mauritius Share Pledge on condition that the new shareholder(s) will enter into a new Mauritius share pledge in substantially the same form as the Mauritius Share Pledge pledging its or their 100 per cent. shareholding in the Company in favor of the Security Trustee immediately upon such Permitted Share Transfer. No further transfer of the shares in the Company shall be made by any Permitted Holder prior to redemption in full of the Notes. Pursuant to the Mauritius Fixed and Floating Charge, the Company shall charge by way of a fixed and floating charge in favor of the Security Trustee its Cash Account held with the Account Bank and all of its undertaking and assets (other than the Original Assets Proceeds and all proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets, any Securities Account or the Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds, any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets) from time to time. For the avoidance of doubt, all proceeds of, income from and sums arising from any Permitted Equity/Subordinated Debt shall be deposited to the Cash Account and subject to the Mauritius Fixed and

Floating Charge. The Charged Assets shall not include any Original Assets Proceeds and any proceeds of, income from and sums arising from any Outstanding Assets which are held or caused to be held on behalf of the Company by the Onshore Custodian in India, any Original Assets, any Securities Account or any Manager Indemnity Assets, any Additional Assets, the Additional Assets Proceeds and any proceeds of, income from and sums arising from any Additional Outstanding Assets which are held by or on behalf of the Company in India and the securities account opened by the Company with a custodian in India in relation to the Additional Assets.

References in these Conditions to the amount of the Outstanding Assets or Additional Outstanding Assets shall be construed, in the case of cash deposits comprised therein, as references to the amount of any such deposit and, in the case of other assets comprised therein, as references to the principal amount of any such assets.

The Original Assets will be issued by the Non-Convertible Debentures Issuers pursuant to the Non-Convertible Debentures Trust Deed. The Original Assets will be purchased by the Company in accordance with the terms of the Non-Convertible Debentures Subscription Agreement (a summary of which process is set out in Condition 5 (*Non-Convertible Debentures Issue Process*)). Once issued, the Non-Convertible Debentures will be held through the Securities Account held with the Onshore Custodian. Outstanding Assets in the form of USD cash will be held on behalf of the Company in the Cash Account with the Account Bank. The Company reserves the right at any time to replace the Account Bank provided that (a) the replacement Account Bank is an Eligible Replacement Account Bank, (b) each Counterparty provides its prior written consent to such replacement and (c) effective security is granted in favor of the Security Trustee over any deposit made by the Company with (or otherwise maintained for the Company by) the replacement Account Bank. Notice of such change shall be given to the Security Trustee and the Noteholders in accordance with Condition 18. The Company shall maintain an Onshore Custodian and an Account Bank for so long as the Notes are outstanding.

Only the Security Trustee may enforce the Security over the Mortgaged Property in accordance with, and subject to the terms of, the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge.

(b) *The Security Trustee*

The Security Trustee shall not be required to take any action in relation to the Security that would involve the Security Trustee incurring any liability or expense unless indemnified and/or secured and/or pre-funded to its satisfaction. The Security Trustee will not be liable to the Company or anyone else for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any enforcement of the Security or from any act or default of the Security Trustee, its officers, employees or agents in relation to the Security except to the extent directly caused by the Security Trustee's own fraud or wilful default or that of its officers or employees.

(c) *Application of proceeds*

Subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*), the Company shall on each payment date under the Transaction Documents (other than the Non-Convertible Debentures Subscription Agreement and the Non-Convertible Debentures Trust Deed) (including any Company Application Date (in relation to a Liquidation or Funded Redemption)) and the Security Trustee shall on each Trustee Application Date (in relation to an enforcement of Security) apply any sums available to it on such date that are received by or on behalf of the Company from the Mortgaged Property and the Outstanding Assets for the Notes as set out below but, in each case, only after deduction in the following order of (A) any taxes required to be paid by virtue of any Permitted Equity/Subordinated Debt issuance or the realization of any assets or property in connection with any Liquidation or enforcement of the Security (as may be applicable), followed by, (B) each of the Security Trustee's and Note Trustee's expenses, remuneration, indemnity payments and other amounts due to the Security Trustee and the Note Trustee (including legal fees) in respect of the Notes (including such expenses, remuneration, indemnity payments or other amounts that have arisen in connection with any enforcement of the Security), followed by, *pro rata* and *pari passu*, (C) any remuneration and other amounts (including any costs, charges, expenses and liabilities) due to the Company or any entity engaged by the Company in connection with any Permitted Equity/Subordinated Debt issuance or any entity appointed as Broker and arising by virtue of the realization of any assets or property in connection with any Liquidation or enforcement of the Security, and followed by (D) the Onshore Custodian's fees and expenses and any other amounts payable by the Company to the Onshore Custodian in relation to the Outstanding Assets; and (E) the custodian's fees and expenses and any other amounts payable by the Company to the custodian in relation to the Additional Outstanding Assets (if any):

(i) first, in meeting *pro rata* and *pari passu* all claims of (a) the Account Bank for reimbursement of payments properly made to any party (other than the Principal Paying Agent) in respect of sums receivable on the Outstanding Assets and/or (b) the Principal Paying Agent for reimbursement in respect of payments of principal and interest properly made to holders of Notes and (c) the Account Bank, the Principal Paying Agent and any other Agent in respect of any expenses and costs properly incurred by, or any claims, liabilities (including any indemnity payments), remuneration and other amounts due to, the Account Bank, the Principal Paying Agent and any other Agent in the performance of their duties under the Agency Agreement, the Account Bank Agreement or the Determination Agency Deed, as the case may be;

(ii) second, in meeting *pro rata* and *pari passu* the claims of each Non-Defaulting Counterparty under the Swap Agreements to which each such Non-Defaulting Counterparty is party;

(iii) third, in meeting *pro rata* and *pari passu* the claims of the Noteholders;

(iv) fourth, provided that, at that time, no other amounts are due and payable (or are scheduled to become due and payable within the next five (5) Business Days) by the Company, in meeting *pro rata* and *pari passu* the claims of each Defaulting Counterparty under the Swap Agreements to which each such Defaulting Counterparty is party; and

(v) fifth, in payment of the balance to the Company (including to pay other costs, charges, expenses and liabilities or any Permitted Equity/Subordinated Debt incurred by the Company).

The claims set out above may be denominated in USD or INR. In respect of any USD-denominated claims, to the extent that the Company does not have sufficient Outstanding Assets in the form of USD cash (and will not be receiving sufficient USD cash from the Swap Transactions) and will need to fund payment of these claims from Outstanding Assets in the form of INR cash, subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*), the Company shall procure for such INR cash to be converted into USD.

Notwithstanding the above, no sums shall be applied in accordance with the foregoing paragraphs (i) to (v) in respect of a Company Application Date or a Trustee Application Date (as the case may be) until both: (1) no calculation or determination of a payment due under any Swap Agreement in respect of such Funded Redemption, Liquidation or Enforcement Event (as the case may be) is pending and (2) a relevant Early Termination Date in respect of such Funded Redemption, Liquidation or Enforcement Event (as the case may be) has occurred under each applicable Swap Agreement. If payment of any sum has been deferred as a result of the operation of the preceding sentence then the date on which the conditions set out in the preceding sentence are satisfied shall be treated as a Company Application Date or Trustee Application Date, as the case may be. If, upon a Swap Agreement Termination in respect of any Swap Agreement, the Company is owed sums from the relevant Counterparty under that Swap Agreement which are unpaid but the relevant Outstanding Assets have been Liquidated or otherwise realized so as to be in the form of cash then the Company or, following the occurrence of an Enforcement Event and enforcement of the Security, the Security Trustee, as the case may be, may apply the sums available to it in accordance with the above. Following any payments received from the relevant Counterparty it will then apply them in accordance with the above.

If, upon a Swap Agreement Termination in respect of any Swap Agreement, the relevant Counterparty or its agent or representative has indicated that it disagrees with any calculations or determinations made in respect of that Swap Agreement or the Company has reasonable grounds for anticipating that there will be such a disagreement (and, for this purpose, the mere fact that a Counterparty Default Event in relation to that Counterparty has occurred or that such Counterparty is subject to an insolvency or analogous event shall not, of itself, constitute reasonable grounds), the Company in the case of a Company Application Date or the Security Trustee in the case of a Trustee Application Date may prior to any payment made under this Condition 4(c), (i) require to be indemnified and/or secured and/or pre-funded to its satisfaction in respect of any payment that might be required to be made to the

Counterparty should the relevant determination or determinations be found or agreed to be incorrect, and/or (ii) make such retention as seems reasonable to it in order to provide for any payments that might be required to be made by or on behalf of the Company should the relevant calculations or determinations be found or agreed to be incorrect.

(d) *Method of Liquidation of Outstanding Assets prior to enforcement of the Security*

The provisions of this Condition 4(d) shall apply so long as no Enforcement Event has occurred.

If a Liquidation Event occurs, the Company shall notify in writing (or procure notification in writing of) the Note Trustee, the Security Trustee, the Principal Paying Agent, the Onshore Custodian, the Account Bank, each Counterparty, the Determination Agent (if any) and the Broker (if any) of such occurrence as soon as reasonably practicable after the Company becomes aware of the same. The Company shall notify the Noteholders in accordance with Condition 18 as soon as reasonably practicable after receiving any such notice.

During the Liquidation Period, other than in circumstances involving a Liquidation Failure Event, the Broker, acting on behalf of the Company, shall realize all or (in the case of a redemption in part) the corresponding part of the Outstanding Assets (other than those in the form of on-demand cash deposits) by way of sale or redemption save that the Broker shall not realize any Outstanding Assets that are scheduled to redeem or repay in full during the Liquidation Period other than if such Outstanding Assets fail to make payment in respect of such redemption or repayment when due.

Within the relevant Liquidation Period, the Broker may take such steps as it considers appropriate in order to effect an orderly Liquidation (so far as is practicable in the circumstances and in a way or to such persons that maximises the chances of the sale proceeds being able to be repatriated outside of India), and may effect such Liquidation at any time and at different times within the relevant Liquidation Period or in stages in respect of smaller portions, but may not delay the Liquidation of all or part of the Outstanding Assets beyond the relevant Liquidation Period for any reason, including the possibility of achieving a higher price, and will not be liable to the Company, or to the Note Trustee, the Security Trustee, the Noteholders or any other person merely because a higher price could have been obtained had all or part of the Liquidation been delayed beyond the relevant Liquidation Period. Further, the Broker will not be liable to the Company, or to the Note Trustee, the Security Trustee, the Noteholders or any other person merely because a higher price could have been obtained had all or part of the Liquidation taken place at a different time within the relevant Liquidation Period or had or had not been effected in stages in respect of smaller portions. If the Broker has not been able to sell all or part of the Outstanding Assets within the relevant Liquidation Period (as extended by any Broker Replacement Event), then it must sell them at its expiry, irrespective of the price obtainable and regardless of such price being close to or equal to zero.

Notwithstanding the preceding paragraph, where the Broker determines that there has been a Liquidation Failure Event the Broker shall not be required to take any further action. If the Broker determines that there is a Liquidation Failure Event, the Broker shall notify the Company, and the Company shall notify in writing or procure notification in writing to the Principal Paying Agent, the Account Bank, each Counterparty, the Determination Agent and the Note Trustee and the Security Trustee of such Liquidation Failure Event. The Company shall notify the Noteholders as soon as reasonably practicable after receiving such notice, in accordance with Condition 18. The Broker shall have no responsibility for the effect of any Liquidation Failure Event on any arrangements entered into or any other actions taken by the Broker in connection with the Liquidation of such Outstanding Assets.

The Broker shall not be liable (i) to account for anything except the actual proceeds of any Liquidation received by it or (ii) for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any Liquidation or from any act or omission in relation to any Liquidation or otherwise unless such costs, charges, losses, damages, liabilities or expenses were caused by its own fraud or wilful default. In addition, the Broker will not be obliged to pay to the Company or to the Noteholders, the Note Trustee or the Security Trustee interest on any proceeds from any Liquidation held by it at any time.

Subject as provided above, in carrying out any Liquidation, the Broker will act in good faith and where, as provided above, the assets or rights to be Liquidated are to be sold, will sell at a price which it reasonably believes to be representative of the price available in the market for the sale of the relevant assets or rights in the appropriate size taking into account the length of the relevant Liquidation Period and the total amount of the relevant assets or rights to be sold during that Liquidation Period.

Subject as provided above, in carrying out any Liquidation, the Broker may sell to itself, any Counterparty, any Noteholder and/or any Affiliate of the Broker or any Counterparty provided that the Broker shall sell at a price which it certifies in writing is a fair market price, and provided further that, following a Counterparty Default Event in respect of a particular Counterparty, the Broker shall not sell to that Counterparty or any Affiliate of that Counterparty. Without limitation to any other method for determining that a sale price is fair, a sale price shall be deemed to be fair if two major market makers in the applicable market have either refused to buy the relevant assets or offered to buy them at a price equal to or less than such sale price.

For the avoidance of doubt, subject to the foregoing and compliance with applicable laws and regulations, a Noteholder may bid for any assets to be sold as part of a Liquidation.

(e) *Method of Funded Redemption prior to enforcement of the Security*

The provisions of this Condition 4(e) shall apply in respect of a Funded Redemption so long as no Enforcement Event has occurred.

The Company may elect to exercise its right under a Company Equity Clawback Redemption or elect to apply Funded Redemption in respect of a Notes Tax Event if it has entered into legally binding commitments to issue, and for any Non-Voting Holder or Permitted Holder to subscribe for, Permitted Equity/Subordinated Debt to raise amounts that would, in the Determination Agent's determination be sufficient, together with any other USD cash available or expected to be available to the Company, to pay any Termination Payments due to any Counterparty (after taking into account any Termination Payments payable by the Company to any Counterparty) and the relevant Early Redemption Amount in connection with such Funded Redemption and after payment of all amounts in priority in accordance with Condition 4(c). In such case, no Liquidation of the Outstanding Assets or any Additional Outstanding Assets shall take place, but any Swap Transactions to the extent relating to the Redemption Portion shall be terminated by the Company. Following the payment of any Early Redemption Amount in full by the Company in connection with any Funded Redemption, the relevant portion of the Outstanding Assets and Additional Outstanding Assets and any proceeds relating thereto ("**Unrestricted Payments**") may be withdrawn and applied by the Company other than in accordance with Condition 4(c) above and shall not form part of the Mortgaged Property.

(f) *Method of Realization of the Security and Liquidation of Outstanding Assets on enforcement*

Following an Enforcement Event, the Security Trustee shall not be required to take any action, step or proceeding in relation to the enforcement of the Security that would involve any liability or expense without first being indemnified and/or secured and/or pre-funded to its satisfaction. In addition, prior to taking any such action, step or proceeding in relation to the enforcement of the Security, the Security Trustee shall seek direction from the Instructing Creditors.

In order to enforce the Security, the Security Trustee may:

(i) sell, call in, collect and convert into money to the extent possible and practicable the relevant Mortgaged Property or any part thereof in such manner and upon such terms as it thinks fit, and the Security Trustee may, at its discretion, take possession of all or part of the Mortgaged Property over which the Security shall have become enforceable;

(ii) on the enforcement of the Mauritius Share Pledge and of the Mauritius Fixed and Floating Charge, direct the Company to take such action, step or proceeding against any Non-Convertible Debentures Issuer as it deems appropriate but without any liability to the Noteholders as to the consequence of such action, step or proceeding and without having regard to the effect of such action on individual Noteholders; and

(iii) take any such action or enter into any such other proceedings as it deems appropriate (including, without limitation, taking possession of all or any or the Mortgaged Property and/or appointing a receiver) as are permitted under the terms of the Trust Deed or the Security Documents and applicable laws and regulations.

Without prejudice to the generality of sub-paragraph (ii) above, where any Outstanding Assets are to be sold or otherwise liquidated, the Security Trustee may, but shall not be obligated to, direct the Company to appoint a Broker (subject to no Broker Replacement Event having occurred with respect to the Broker) to effect such sale or liquidation. The Security Trustee shall have no responsibility or liability to any person for any arrangements entered into or any other actions taken or omissions by a Broker in connection with the sale or liquidation of any Outstanding Assets. Noteholders acknowledge and agree and shall be deemed to acknowledge and agree that the Security Trustee shall have discharged its duties and obligations under the Trust Deed and any other Security Documents and under applicable law in relation to enforcement of the Security and realization of the Outstanding Assets if, and to the extent that, the Broker (on behalf of the Company) sells or otherwise liquidates any such Outstanding Assets pursuant to this Condition 4. Pursuant to the Trust Deed, the Security Trustee is required, subject to the following paragraph, to apply all moneys received by it in connection with the realization or enforcement of any Security relating to the Notes in the manner provided in Condition 4(c). The Security Trustee is required to make such application as soon as is reasonably practicable following receipt by it of the relevant moneys. Subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*), the Company is required to apply all moneys received by it in connection with the sale or liquidation of any Outstanding Assets in the manner provided in Condition 4(c) on each Company Application Date.

Where any Non-Convertible Debentures forming Outstanding Assets are to be realized by way of redemption rather than to be sold or otherwise liquidated, the Security Trustee may (but shall not be obligated to) conduct, or direct the Determination Agent to conduct, the redemption with reference to the process as prescribed under Condition 6.

If the amount of the moneys at any time available to the Security Trustee for payment is less than 10 per cent. of the sums then due in respect of the Notes, the Security Trustee may, at the direction of the Instructing Creditors, accumulate such moneys. Such moneys may be accumulated until the accumulations, together with any other funds relating to the Notes for the time being under the control of the Security Trustee and available for payment, shall amount to at least 10 per cent. of the sums then due in respect of the Notes and then such accumulations and funds (after deductions of any taxes applicable thereto) shall be applied as specified in Condition 4(c). For the avoidance of doubt, the Security Trustee shall in no circumstances have any discretion to invest any moneys referred to in this paragraph in any investments or other assets.

For the avoidance of doubt, subject to the foregoing and compliance with applicable laws and regulations, a Noteholder or Counterparty may bid for any assets to be sold as part of an enforcement of Security.

(g) Non-petition

None of the Non-Petition Parties: (i) may at any time institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Company; or (ii) shall be entitled to take any action against any of the officers, shareholders, members, corporate service providers (in the case of an action taken by any Transaction Party other than the Company) or directors of the Company to recover any amounts.

(h) Limited Recourse

In respect of the Notes, each the Non-Petition Parties shall have recourse only to the Mortgaged Property and (in accordance with these Conditions) the Outstanding Assets, subject always, in the case of the Mortgaged Property, to the Security, and not to any other assets of the Company. If after (i) the Mortgaged Property and the Outstanding Assets are exhausted (whether following Liquidation or enforcement of the Security) and (ii) application of the proceeds as provided in Condition 4, any outstanding claim, debt or liability against the Company in respect of the Notes or any Transaction Document relating to the Notes remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by the Company in respect thereof. Following extinguishment in accordance with this Condition 4(h), none of the Non-Petition Parties or any other person acting on behalf of any of them shall be entitled to take any further steps against the Company or any of its officers, shareholders, members, incorporators, corporate service providers or directors to recover any further sum in respect of the extinguished claim, debt or liability, and the Company shall have no obligation to any such persons in respect of such further sum.

5 Non-Convertible Debentures Issue Process

Pursuant to the terms of the Non-Convertible Debentures Subscription Agreement, each Non-Convertible Debentures Issuer has agreed to issue the Non-Convertible Debentures to the Company, subject to the satisfaction of the Non-Convertible Debentures Subscription Conditions (unless waived by the Company) and the following conditions:

(i) the INR principal amount of the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum INR principal amount in respect of each Non-Convertible Debenture Issuer as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Principal Amount**");

(ii) the discount of the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum discount as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Discount**"); and

(iii) the annual interest rate on the proposed Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer must be no more than the applicable maximum annual interest rate as set out in the Non-Convertible Debentures Subscription Agreement (the "**Non-Convertible Debentures Maximum Interest Rate**").

Pursuant to the Determination Agency Deed, during the Hedge Execution Period, the Determination Agent (for and on behalf of the Company) will:

(a) use best efforts to agree (for and on behalf of the Company) one or more Swap Transactions (each a "**Valid Swap Transaction**", and together, the "**Valid Swap Transactions**") with such Counterparties as it shall select (in good faith and a commercially reasonable manner), such that:

    (i) the weighted average Fixed Rate II (as defined in the forms of confirmation (the "**Forms of Confirmation**") attached to the Determination Agency Deed) of all such Valid Swap Transactions (including all Valid Swap Transactions entered into before such time or at the same time):

        (A) is the lowest it determines (in good faith and a commercially reasonable manner) is reasonably available from the Counterparties at the time of entering into each such Valid Swap Transactions; and

        (B) must result in the Proposed Interest Rate being less than or equal to the Non-Convertible Debentures Maximum Interest Rate;

    (ii) the aggregate Fixed Rate II Payer Currency Amount (as defined in the Forms of Confirmation) of all such Valid Swap Transactions must be less than or equal to the aggregate of the Non-Convertible Debentures Maximum Principal Amount; and

    (iii) all such Valid Swap Transactions must otherwise be substantially on the terms of one of the Forms of Confirmation,

    until such time that the aggregate Fixed Rate I Payer Currency Amount (as defined in the Form of Confirmation) of all such Valid Swap Transactions is equal to the aggregate outstanding principal amount of the Notes (the "**Hedge Completion**");

(b) immediately following Hedge Completion, determine: (A) the aggregate Fixed Rate II Payer Currency Amounts (the "**Executed Notional Amount(s)**") of all Valid Swap Transactions and (B) the Initial Non-Convertible Debentures Principal Amount of Non-Convertible Debentures to be issued by each Non-Convertible Debentures Issuer which may be issued as a result. The aggregate of the "**Initial Non-Convertible Debentures Principal Amount**" of the Non-Convertible Debentures to be issued by the Non-Convertible Debentures Issuers will be equal to the Executed Notional Amount(s);

(c) immediately following the Hedge Completion, determine (i) the proposed interest rate (the "**Proposed Interest Rate**") of the Non-Convertible Debentures as the weighted average Fixed Rate II of all Valid Swap Transactions, and (ii) the applicable proposed discount to the principal amount of the Non-Convertible Debentures (the "**Proposed Discount**"); and

(d) following the determination of the Proposed Interest Rate, the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount in each case of the applicable Non-Convertible Debentures, issue a notice (such notice, the "**Pricing Notice**") to the Non-Convertible Debentures Issuers, Principal Paying Agent and the Account Bank setting out the Proposed Interest Rate, the Proposed Discount and the Initial Non-Convertible Debentures Principal Amount, in each case of the applicable Non-Convertible Debentures.

If (A) the Proposed Interest Rate is less than or equal to the Non-Convertible Debentures Maximum Interest Rate, (B) the Proposed Discount is less than or equal to the Non-Convertible Debentures Maximum Discount and (C) the Initial Non-Convertible Debentures Principal Amount is less than or equal to the Non-Convertible Debentures Maximum Principal Amount, in each case of the applicable Non-Convertible Debentures, then, subject to the satisfaction of the Non-Convertible Debentures Subscription Conditions (unless waived by the Company), on the Non-Convertible Debentures Closing Date, each Non-Convertible Debentures Issuer will issue, and the Company will subscribe for, the applicable Initial Non-Convertible Debentures Principal Amount of each of the Non-Convertible Debentures with an interest rate equal to the Proposed Interest Rate and at an issue price equal to par less the applicable Proposed Discount (each as set out in the Pricing Notice). Subject to the provisions of the Determination Agency Deed, the interest rate of the Non-Convertible Debentures may be modified by mutual agreement between the Non-Convertible Debentures Issuers and (i) the Non-Convertible Debentures Trustee, and/or (ii) the Company.

If Hedge Completion has not occurred on or prior to the expiry of the Hedge Execution Period, the Non-Convertible Debentures Subscription Conditions are not satisfied (unless waived by the Company) or the Non-Convertible Debentures are not issued on the Non-Convertible Debentures Closing Date (a "**Non-Convertible Debentures Pricing Unwind Event**"), the Determination Agent (for and on behalf of the Company) will on the first Business Day following the Non-Convertible Debentures Pricing Unwind Event, calculate the Non-Convertible Debentures Pricing Unwind Amount and notify the Principal Paying Agent and the Account Bank.

If the Company fails to give a Pricing Notice to the Non-Convertible Debentures Issuer and the Determination Agent in accordance with the terms of the Non-Convertible Debentures Subscription Agreement, no Non-Convertible Debentures will be issued.

The Determination Agent shall notify the Security Trustee of (i) the satisfaction of all the conditions to the issue and subscription of Non-Convertible Debentures as prescribed under this Condition 5, and/or (ii) the occurrence of a Non-Convertible Debentures Pricing Unwind Event, in each case immediately after it becoming aware of the same in accordance with the Determination Agency Deed. The Security Trustee may rely on the contents of such notifications as conclusive evidence of the matters set out therein without liability or further enquiry.

6 Non-Convertible Debentures Redemption Process

Pursuant to the terms of the Non-Convertible Debentures Trust Deed, in certain circumstances, each Non-Convertible Debentures Issuer may, by:

(a) delivery of a notice (a "**Redemption Notice**") to the Company, with a copy to the Non-Convertible Debentures Trustee; and

(b) paying a Redemption Request Fee in such amount as specified from time to time by the Company, (such delivery and payment, a "**Redemption Request**"), request the Company provide it with a quote to redeem all or a proportion (expressed as a percentage) (the "**Redemption Proportion**") of the Non-Convertible Debentures.

The Redemption Notice must specify (amongst other things): (i) the applicable Redemption Proportion; (ii) the proposed redemption date (the "**Proposed Non-Convertible Debentures Redemption Date**") of such Non-Convertible Debentures (which shall be no fewer than 30 calendar days (other than where it is provided for in the notice of redemption to be for no less than 10 calendar days after delivery of the applicable Redemption Notice)); (iii) requesting the Company to notify the redemption price payable in relation to the Redemption Proportion, and (iv) if RBI Approval is required in relation to the expatriation of the redemption receipts by the Company to outside of India as a result of the VRR Restricted Proposed Redemption Amount being greater than zero and such RBI Approval is not obtained for the full VRR Restricted Proposed Redemption Amount within 120 days of the date of the Redemption Notice, either (x) no redemption of the Non-Convertible Debentures shall occur (a "**No Redemption Election**"); (y) in relation to a Non-Convertible Debentures Taxation Redemption Event, the Redemption Proportion (as originally specified such Redemption Notice) of the Non-Convertible Debentures issued by such Non-Convertible Debentures Issuer shall be redeemed; or (z) only a VRR Permitted Redemption Proportion (and not the Redemption Proportion originally specified in such Redemption Notice) of the Non-Convertible Debentures issued by such Non-Convertible Debentures Issuer shall be redeemed (a "**VRR Permitted Redemption Election**"). A "**VRR Permitted Redemption Proportion**" means the proportion (expressed as a percentage, subject to a maximum of 100 per cent.) equal to (i) the sum of the VRR Permitted Remittance Amount and the RBI Approved Amount (if any) divided by (ii) the aggregate outstanding principal amount of the Non-Convertible Debentures issued by such Non-Convertible Debentures Issuer.

Pursuant to the terms of the Non-Convertible Debentures Trust Deed, in certain circumstances, the Company may require Non-Convertible Debentures Issuers to redeem all of the Non-Convertible Debentures (a "**Non-Convertible Debentures Put Event**").

Following receipt of a Redemption Notice or the occurrence of a Non-Convertible Debentures Put Event, the Determination Agent will (for and on behalf of the Company):

(i) if the Non-Convertible Debentures Redemption Date falls within the VRR Retention Period:

  (A) determine the amount of the VRR Investment Amount which can be remitted by the Company from India without obtaining regulatory approvals (as may be required on account of restrictions under the VRR Scheme) (the "**VRR Permitted Remittance Amount**"); and

  (B) calculate the amount (if any) (the "**VRR Restricted Proposed Redemption Amount**") by which (x) the Redemption Proportion (which shall be deemed as 100% in the case of a Non-Convertible Debentures Put Event) *multiplied by* the aggregate outstanding principal amount of the Non-Convertible Debentures exceeds (y) the VRR Permitted Remittance Amount;

(ii) if the Non-Convertible Debentures Redemption Date falls within the VRR Retention Period and the VRR Restricted Proposed Redemption Amount is greater than zero, notify the Company and request for the Company to apply to the Reserve Bank of India for approval for the Company to repatriate funds in an amount equal to the VRR Restricted Proposed Redemption Amount outside of India (any such approval, an "**RBI Approval**" and the amount (if any) so approved by the Reserve Bank of India for repatriation (which may be less than or equal to the VRR Restricted Proposed Redemption Amount), the "**RBI Approved Amount**"), such RBI Approval to be obtained within 120 days of the date of the Redemption Notice;

(iii) if (w) the Non-Convertible Debentures Redemption Date falls outside of the VRR Retention Period, (x) the VRR Restricted Proposed Redemption Amount is zero, (y) the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is equal to the VRR Restricted Proposed Redemption Amount, or (z) a Non-Convertible Debentures Taxation Redemption Event occurs, by notice (which may be oral or in writing) (a "**Hedging Unwind Notice**") to the relevant Counterparties request an indicative bid (a "**Close-out Bid**") from each Counterparty with one or more outstanding Swap Transactions to terminate the Redemption Proportion of each such outstanding Swap Transaction pursuant to the Swap Agreement with that Counterparty;

(iv) if (other than in relation to a Non-Convertible Debentures Taxation Redemption Event) (x) the Non-Convertible Debentures Redemption Date falls within the VRR Retention Period or (y) the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is zero or less than the VRR Restricted Proposed Redemption Amount, and:

(A) the Redemption Notice specifies a No Redemption Election, give notice thereof to the Non-Convertible Debentures Issuers and no such redemption will occur; or

(B) the Redemption Notice specifies a VRR Permitted Redemption Election, by Hedging Unwind Notices to the relevant Counterparties request a Close-out Bid from each Counterparty with one or more outstanding Swap Transactions to terminate the VRR Permitted Redemption Proportion of each such outstanding Swap Transaction pursuant to the Swap Agreement with that Counterparty; and

(v) if sub-paragraph (iii) or (iv)(B) (which does not apply in the case of a Non-Convertible Debentures Put Event) above applies, determine as soon as reasonably possible and in any event within 60 days of receipt of the Redemption Notice the redemption price (expressed as a percentage of par) (the "**Proposed Non-Convertible Debentures Redemption Price**") of the Redemption Proportion or the VRR Permitted Redemption Proportion (as applicable) of the Non-Convertible Debentures equal to 100 per cent. plus the applicable Non-Convertible Debentures Redemption Premium. The Proposed Non-Convertible Debentures Redemption Price will be determined as the price the Company is willing to accept in respect of the Redemption Proportion (which shall be deemed as 100% in the case of a Non-Convertible Debentures Put Event) or the VRR Permitted Redemption Proportion (as applicable) of the Non-Convertible Debentures to ensure that it will not suffer a funding shortfall as a result of agreeing to such Redemption Request; provided that, in relation to a Non-Convertible Debentures Taxation Redemption Event, if the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is less than the VRR Restricted Proposed Redemption Amount, then the Proposed Non-Convertible Debentures Redemption Price will be determined as if the RBI Approved Amount were equal to the VRR Restricted Proposed Redemption Amount.

The Determination Agent (in the name and on behalf of the Company) will, provided that the relevant Close-out Bids remain open for execution:

(i) terminate the relevant Swap Transactions in whole or in part (as appropriate) at such Close-out Bids; and

(ii) issue a notice (such notice, the "**Redemption Pricing Notice**") to the relevant Non-Convertible Debentures Issuer with a copy to the Non-Convertible Debentures Trustee setting out the Proposed Non-Convertible Debentures Redemption Price and the redemption date (which may be (i) the Proposed Non-Convertible Debentures Redemption Date, or if the Company has applied for RBI Approval, a date acceptable to such Non-Convertible Debentures Issuer falling after the receipt of the RBI Approval or any communication from RBI in this regard, or (ii) the date specified under the Non-Convertible Debentures Conditions in the case of a Non-Convertible Debentures Put Event) (the "**Non-Convertible Debentures Redemption Date**").

The relevant Non-Convertible Debentures Issuer will redeem the Redemption Proportion or the VRR Permitted Redemption Proportion (as applicable) of Non-Convertible Debentures at the Proposed Non-Convertible Debentures Redemption Price on the Non-Convertible Debentures Redemption Date and such event will be a Non-Convertible Debentures Redemption/Purchase Event under the Notes.

The Company shall deliver the Redemption Pricing Notice to the relevant Non-Convertible Debentures Issuers (with a copy to the Non-Convertible Debentures Trustee) as soon as reasonably practicable and in any event within 60 days following the receipt of a Redemption Notice or the occurrence of a Non-Convertible Debentures Put Event. If the Company fails to give a Redemption Pricing Notice to any

Non-Convertible Debentures Issuer and the Non-Convertible Debentures Trustee in accordance with such timeline and the terms of the Non-Convertible Debentures, no redemption will occur in respect of such Redemption Request or Non-Convertible Debentures Put Event.

For the purposes of this Condition 6 only, reference to "**Non-Convertible Debentures**" shall be to those Non-Convertible Debentures held by the Company.

7 Restrictions

So long as any of the Notes remain outstanding, the Company will not, but subject to the provisions of Condition 4(f):

(i) incur any indebtedness for borrowed moneys, other than as contemplated in these Conditions and the Trust Deed or for the purposes of refinancing this Series of Notes pursuant to Condition 11(a);

(ii) engage in any business other than: (a) the transactions contemplated by Condition 23 (*Further Issues*), the Transaction Documents and any other agreements relating to the Security of any Series; (b) entering into the Manager Document; and (c) any other business contemplated in these Conditions;

(iii) issue any further Series of Notes except to refinance this Series of Notes pursuant to Condition 11(a) or in accordance with Condition 23 (*Further Issues*);

(iv) declare any dividends (other than dividends contemplated by the Trust Deed or any dividends made using Unrestricted Payments); or

(v) have any subsidiaries or employees.

The Company will comply with certain other restrictions more fully described in the Trust Deed.

Notwithstanding anything to the contrary in this Condition 7:

(i) for the purposes of reducing the indebtedness or meeting the expenses of the Company only, the Company may (I) at any time issue non-voting shares to any person (a "**Non-Voting Holder**"); or (II) following or in connection with a Permitted Share Transfer, issue ordinary shares, compulsory convertible debentures or preference shares or incur debts that are unsecured and subordinated in right of payment to the Notes to any Permitted Holder subject to and in compliance with applicable law (each of (I) and (II) above, "**Permitted Equity/Subordinated Debt**"), provided that (i) the terms of any such Permitted Equity/Subordinated Debt shall not be prejudicial to the interests or the rights of the Noteholders to any material extent; (ii) such proposed issuance has been notified to each Rating Agency that then rates the Notes and no Rating Agency has notified or indicated to the Company that such issuance would result in the then current rating of the Notes being adversely affected or withdrawn; (iii) any Permitted Equity/Subordinated Debt issued by the Company shall upon such issuance be pledged by the relevant Permitted Holder in favour of the Security Trustee in substantially the same form as the Mauritius Share Pledge or in such other form (provided that the Security Trustee is indemnified, secured and/or prefunded to its absolute satisfaction with respect to its entry of such pledge); and (iv) the issue proceeds of such Permitted Equity/Subordinated Debt shall be paid into the Cash Account and form part of the Mortgaged Property and shall be used solely to reduce the indebtedness of the Company in respect of the Notes or meet the expenses of the Company and the Company shall not use such proceeds for any other purpose; and

(ii) following a Permitted Share Transfer, the Company may early terminate one or more existing Swap Transaction and enter into one or more new Swap Transaction with a Counterparty as replacement (a "**Permitted Swap Replacement**"), provided that (a) the Permitted Swap Replacements do not affect Company's aggregate positions under all Swap Transactions and the conditions to Hedge Completion and Coupon Step-Up Completion remain satisfied after each Permitted Swap Replacement; (b) the effective date of each new Swap Transaction is the same as the termination date of the existing Swap Transaction(s) which it replaces; (c) each new Swap Transaction in connection with any Permitted Swap Replacement shall be governed by a Swap Agreement and shall be substantially on the terms of one of the Forms of

Confirmation; (d) the Permitted Holders have provided financial accommodation to the Company for the purpose of paying any hedge unwind cost, any hedge premium or any other costs or expenses that the Company may incur with respect to the Permitted Swap Replacements; and (e) the then current rating of the Notes will not be adversely affected or withdrawn as a result of any Permitted Swap Replacement.

8 Interest

Each Note bears interest on its outstanding principal amount from and including the Interest Commencement Date at the rate of 5.375 per cent. per annum (the "**Fixed Rate**"), provided that if a Change of Control Coupon Step-Up Event (as defined under the Non-Convertible Debentures Conditions) occurs as prescribed under the Non-Convertible Debentures Conditions, the Fixed Rate in relation to each Note shall increase by 0.25 per cent. per annum from and including the Coupon Step-Up Date. Interest is payable semi-annually in arrear on each Interest Payment Date.

Upon the occurrence of a Change of Control Coupon Step-Up Event (as defined under the Non-Convertible Debentures Conditions), the Determination Agent (for and on behalf of the Company) will use best efforts within 15 Business Days of the occurrence of such Change of Control Coupon Step-Up Event to agree (for and on behalf of the Company) one or more Swap Transactions with such Counterparties as it shall select (in good faith and a commercially reasonable manner), such that:

(i) the weighted average Fixed Rate I (as defined in the Forms of Confirmation) of all such Swap Transactions equals to 0.25 per cent. per annum; and

(ii) all such Swap Transactions must otherwise be substantially on the terms of one of the Forms of Confirmation,

until such time that the aggregate Fixed Rate I Payer Currency Amount (as defined in the Form of Confirmation) of all such Swap Transactions is equal to the then aggregate outstanding principal amount of the Notes at such time (the "**Coupon Step-Up Hedge Completion**"). Immediately following the Coupon Step-Up Hedge Completion of such Coupon Step-Up Hedge Completion, the Determination Agent will determine and (on behalf of the Company) notify the Non-Convertible Debenture Issuers of the change to the interest rate of the then outstanding Non-Convertible Debentures as of the Coupon Step-Up Date reflecting (a) the weighted average Fixed Rate II of all Valid Swap Transactions related to such Coupon Step-Up Hedge Completion and (b) the cost and expenses incurred by the Company in achieving the Coupon Step-Up Hedge Completion.

The amount of interest payable in respect of each principal amount of Notes and outstanding as of the applicable Interest Payment Date (the "**Interest Amount**") shall be the product of: (i) the Fixed Rate; (ii) such principal amount of Notes; and (iii) the Day Count Fraction for the relevant Interest Period.

If the full amount of principal, interest or additional amount, if any, due on the Notes is not paid on the due date thereof, the Company shall pay interest on such unpaid amount of principal, interest or additional amounts, if any, as the case may be, and without regard to any applicable grace period, at the rate equal to 1 (one) per cent. per annum in excess of the then applicable interest rate on the Notes to the extent lawful.

9 Calculation, Publication of Variable Amounts

(a) Determination and publication of Calculated Amounts by the Determination Agent

In respect of any determination or calculation provided for in these Conditions, the Determination Agent shall, as soon as practicable after such time on such date as these Conditions may require such determination or calculation to be made, make such determination or calculation. For the avoidance of doubt, this includes the calculation of any Redemption Amount or any Early Redemption Amount or any other amount which the Conditions may require to be calculated (any such amount, a "**Calculated Amount**").

The Determination Agent shall cause, if required to be calculated, any Calculated Amount to be notified to the Principal Paying Agent, the Note Trustee and the Company as soon as possible after their determination but in no event later than the earlier of the date on which any relevant payment is due and the fourth London banking day (being a day, other than a Saturday or Sunday, on which commercial banks are open for business in London) after such determination or calculation. Any percentage resulting from such calculations will be rounded to the nearest 1/100,000th of a percentage point with 0.000005 per cent. being rounded upwards and any amount in USD shall be rounded, if necessary, downwards to the nearest cent. As soon as possible after receiving such notification, the Principal Paying Agent shall cause such information to be notified to each of the Paying Agents, the Registrar and Transfer Agents and to the Noteholders (in accordance with Condition 18).

The Company may or the Non-Convertible Debentures Issuers (through the Company) may request the Determination Agent to notify the Non-Convertible Debentures Redemption Premium accrued as of a particular date (including upon a Non-Convertible Debentures Default) or on a periodic basis, and the Determination Agent shall make such determination and notify the Company and the Non-Convertible Debentures Issuers (on behalf of the Company) as soon as practicable.

(b) *Determination Agent*

The Company will procure that there shall at all times be a Determination Agent.

The Determination Agent may not resign from its duties without a successor having been appointed. The Determination Agent shall continue to make the calculations and/or determinations required of it under these Conditions until a replacement Determination Agent is appointed or it has been removed as a result of a Determination Agent Replacement Event pursuant to Condition 10(a) or a Permitted Share Transfer pursuant to Condition 10(b).

All calculations and determinations made by the Determination Agent in relation to the Notes shall (save in the case of manifest error) be final and binding on the Company, the Note Trustee, the Security Trustee, the other Agents and the Noteholders. In making any calculation or determination hereunder, or delivering any notice hereunder or exercising any discretion, the Determination Agent assumes no responsibility or liability to anyone other than the Company for whom it acts as agent. In particular, it assumes no responsibility to Noteholders, the Note Trustee, the Security Trustee or any other persons in respect of its role as Determination Agent, and, without limitation, shall not be liable for any loss (whether a loss of profit, loss of opportunity or consequential loss), cost, expense or any other damage suffered by any such person.

The Determination Agent shall not be liable to the Company for any errors in calculations or determinations made by it hereunder, or any failure to make, or delay in making, any calculations or determinations (irrespective of whether such error, failure or delay affects any other calculations or determinations made hereunder) in the manner required of it by these Conditions save that the Determination Agent shall be liable to the Company (but not to any other person or persons, including Noteholders, the Note Trustee and the Security Trustee) where such error, failure or delay arose out of its bad faith, wilful default, fraud or gross negligence.

Where the Determination Agent (acting in a commercially reasonable manner) determines that, as a result of market disruption, force majeure, systems failure or any other event of an analogous nature, it is unable to make a calculation or determination in the manner required by these Conditions, then the Determination Agent shall notify the Company and the Note Trustee thereof as soon as practicable, and the Determination Agent shall not be liable for failure to make such calculation or determination in the required manner.

The Determination Agent may be any Counterparty or an Affiliate of any Counterparty. Notwithstanding the above, the Determination Agent shall be entitled to take or refrain from taking, in any capacity, any action that it would be entitled to take or refrain from taking in that capacity if it were not acting in any other capacity. The Determination Agent (acting in a capacity other than as the Determination Agent) and its Affiliates may enter into any contracts or any other transactions or arrangements with the Company or any other Transaction Party, the Noteholders, any obligor in respect of the Mortgaged Property or Outstanding Assets (or any part of them) or any Affiliate thereof (whether in relation to the Notes or in any other manner whatsoever) or in relation to the Security and may hold or deal in or be a party to the assets, obligations or agreements which comprise the Mortgaged Property or Outstanding Assets. The Determination Agent shall not be required to disclose any such contract, transaction or arrangement to the Noteholders or the Note Trustee and shall be in no way accountable to the Company or (save as otherwise provided in these Conditions) to the Noteholders or the Note Trustee for any profits or benefits arising from any such contract, transaction or arrangement. None of the Company, the Note Trustee, the Security Trustee or the other Agents shall have any responsibility to any person for any errors or omissions in any calculation by the Determination Agent.

10 Appointment and replacement of certain entities

(a) Replacement of the Determination Agent

If, at any time at which a Determination Agent is appointed, a Determination Agent Replacement Event has occurred then the Determination Agent shall automatically be terminated and no longer be the Determination Agent for purposes of these Conditions. The Company shall, as soon as is reasonably practicable after having received notice of the Determination Agent Replacement Event, notify (or procure notification of) the Noteholders and the Note Trustee of the same.

Upon the occurrence of a Determination Agent Replacement Event and prior to the giving of an Enforcement Notice, the Company shall:

(i) if (directly or via the Note Trustee) directed in writing by the holders of at least $66^2/_3$ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding; or

(ii) if directed by the Determination Agent being replaced (or, as the case may be, any receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official of the Determination Agent being replaced) (the "**Former Determination Agent**"),

appoint such entity as is nominated in that direction as the replacement Determination Agent provided, in each case, that such replacement entity is a Permitted Determination Agent and, in the case of any direction from the Former Determination Agent, that the replacement Determination Agent is not an Affiliate of the Former Determination Agent. The Company may, at any time prior to receiving any direction under paragraphs (i) or (ii) above, appoint a replacement entity reasonably capable of making the relevant determinations in accordance with general market standards to act as the replacement Determination Agent.

Where the Company fails to make such appointment following a direction under paragraphs (i) or (ii) above, the Note Trustee may, provided that it is indemnified, secured and/or prefunded to its absolute satisfaction, on behalf of and in the name of the Company in exercise of the power of attorney granted to the Note Trustee under the Trust Deed and as explicitly authorized under the Trust Deed, make such appointment on behalf of and in the name of the Company, provided that the Note Trustee shall have no liability to the Company, any Noteholder, any Counterparty, any other Secured Party or any other person in respect of such appointment.

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee will make the appointment specified in the first direction received and, other than upon any revocation of the first direction by the directing person or persons or any refusal of the nominated replacement entity to accept the role, any subsequent direction received shall have no effect.

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee shall give notice to the Principal Paying Agent and the Noteholders of the appointment of any replacement Determination Agent pursuant to this Condition 10(a) as soon as reasonably practicable following any such appointment.

Any such replacement Determination Agent shall (i) be appointed on terms substantially similar to the Determination Agency Deed and acknowledge the security created over such appointment agreement in favor of the Security Trustee; and (ii) carry out its appointment on the terms set out in these Conditions and such appointment agreement, as supplemented by any standard terms of business of such replacement Determination Agent that are applicable to such a role (and the Company or the Security Trustee, as the case may be, shall sign any appointment document (in the case of the Note Trustee, in the name of the Company, as its lawful attorney)).

(b) *Replacement of the Determination Agent following a Permitted Share Transfer*

Following a Permitted Share Transfer, the Company may, at any time, terminate the appointment of the existing Determination Agent by giving to the Security Trustee, the Principal Paying Agent and such Determination Agent at least 60 days' notice and appoint a shareholder of the Company as the replacement Determination Agent provided that such shareholder is approved by a Counterparty as reasonably capable of making the relevant determinations in accordance with general market standards and is not subject to a Bankruptcy Event were it the Company.

Any such replacement Determination Agent shall (i) be appointed on terms substantially similar to the Determination Agency Deed and acknowledge the security created over such appointment agreement in favor of the Security Trustee; and (ii) carry out its appointment on the terms set out in these Conditions and such appointment agreement, as supplemented by any standard terms of business of such replacement Determination Agent that are applicable to such a role (and the Company or the Security Trustee, as the case may be, shall sign any appointment document).

(c) *Appointment and replacement of Broker*

Upon the occurrence of a Broker Appointment Event or a Broker Replacement Event and prior to the giving of an Enforcement Notice, the Company shall:

(i) if (directly or via the Note Trustee) directed in writing by the holders of at least $66^2/_3$ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding; or

(ii) solely in the case of a Broker Replacement Event, if directed by the former Broker being replaced (or, as the case may be, any receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official of the former Broker) (the "**Former Broker**"),

appoint such entity as is nominated in that direction as the replacement Broker provided, in each case, that such replacement Broker is reasonably capable of performing the relevant duties in accordance with general market standards and, in the case of any direction from the Former Broker, that the replacement Broker is not an Affiliate of the Former Broker. The Company may, at any time prior to receiving any direction under paragraphs (i) or (ii) above, appoint a replacement entity reasonably capable of performing the relevant duties in accordance with general market standards to act as the replacement Broker.

Where the Company fails to make such appointment following a direction under paragraphs (i) or (ii) above, the Note Trustee may, provided that it is indemnified, secured and/or prefunded to its absolute satisfaction, on behalf of and in the name of the Company in exercise of the power of attorney granted to the Note Trustee under the Trust Deed and as explicitly authorized under the Trust Deed, make such appointment on behalf of and in the name of the Company (provided that the Note Trustee shall have no liability to the Company, any Noteholder, any Counterparty, any other Secured Party or any other person in respect of such appointment).

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee will make the appointment specified in the first direction received and, other than upon any revocation of the first direction by the directing person or persons or any refusal of the nominated replacement entity to accept the role, any subsequent direction received shall have no effect.

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee shall give notice to the Principal Paying Agent and the Noteholders of the appointment of any Broker pursuant to this Condition 10(c) as soon as reasonably practicable following any such appointment.

Any such Broker shall carry out its appointment on the terms set out in these Conditions, supplemented by any standard terms of business of such replacement Broker that are applicable to such a role (and the Note Trustee shall, as the case may be, sign any appointment document in the name of the Company, as its lawful attorney).

If:

(i) there is no Broker at the commencement of a Liquidation Period, or the Broker is the subject of a Broker Replacement Event during a Liquidation Period and prior to the Liquidation having been completed, then that Liquidation Period shall not end on the date when it would, but for the effect of this provision, have ended and shall instead continue until the earlier of (A) the date on which the Outstanding Assets have been liquidated in full or (B) the date (if any) on which the Security Trustee delivers an Enforcement Notice to the entity appointed as Broker at that time; and

(ii) subject to paragraph (i) above, there is no Broker in circumstances where notice to the Broker is required for purposes of determining any date or period hereunder then the determination of such date or period shall be postponed until such time as a replacement Broker has been appointed pursuant to this Condition 10(c), provided that no additional interest shall be payable to the Noteholders as a consequence of such postponement.

If a Broker is appointed during a Liquidation Period then, on appointment, the Broker will seek to effect a Liquidation as provided in Condition 4(d) and the Broker shall have no responsibility in respect of any period prior to its appointment.

Upon delivery of an Enforcement Notice, the entity appointed as Broker at that time shall cease to effect any further Liquidation of the Outstanding Assets save that any transaction entered into in connection with the Liquidation on or prior to the effective date of such Enforcement Notice shall be settled and the Broker shall take any steps necessary to settle such transaction.

(d) *Conflicts of Interests of the Broker*

Except as expressly provided in Conditions 4(d), 4(e), 9 and 10, the Company is permitted to appoint any Counterparty or an Affiliate of any Counterparty as Broker. Notwithstanding the above, the Broker shall be entitled to take or refrain from taking, in any capacity, any action that it would be entitled to take or refrain from taking in that capacity if it were not acting in any other capacity. The Broker (acting in a capacity other than as the Broker) and its Affiliates may enter into any contracts or any other transactions or arrangements with the Company or with the Noteholders, any obligor in respect of the Outstanding Assets (or any part of them) or any other party to the Programme Deed or Issue Deed or any Affiliate thereof (whether in relation to the Notes or in any other manner whatsoever) or in relation to the Security and may hold or deal in or be a party to the assets, obligations or agreements of which the relevant Outstanding Assets form a part and other assets, obligations or agreements of any obligor in respect of the Outstanding Assets. The Broker shall not be required to disclose any such contract, transaction or arrangement to the Noteholders, the Note Trustee or the Security Trustee and shall be in no way accountable to the Company or (save as otherwise provided in these Conditions) to the Noteholders, the Note Trustee or the Security Trustee for any profits or benefits arising from any such contract or transaction or arrangement.

(e) *Appointment and replacement of Counterparty*

Upon the occurrence of a Swap Termination Event and prior to any Liquidation Event in respect of all the Notes or the giving of an Enforcement Notice, the Company shall if (directly or via the Note Trustee) directed in writing by the holders of at least $66^2/_3$ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding appoint such entity as is nominated and on the terms specified in that direction as the replacement Counterparty provided, in each case, the Company is indemnified, secured and/or prefunded to its absolute satisfaction.

Where the Company fails to make such appointment, the Note Trustee may, provided, in each case, that it is indemnified, secured and/or prefunded to its absolute satisfaction, on behalf of and in the name of the Company in exercise of the power of attorney granted to the Note Trustee under the Trust Deed and as explicitly authorized under the Trust Deed, make such appointment on behalf of and in the name of the Company.

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee will make the appointment specified in the first direction received and, other than upon any revocation of the first direction by the directing person or persons or any refusal of the nominated replacement entity to accept the role, any subsequent direction received shall have no effect.

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee shall give notice to the Principal Paying Agent and the Noteholders of the appointment of any Counterparty pursuant to this Condition 10(e) as soon as reasonably practicable following any such appointment.

(f) *Appointment and replacement of Account Bank*

Upon the occurrence of an Account Bank Replacement Event and prior to any Liquidation Event in respect of all the Notes or the giving of an Enforcement Notice, the Company shall, if (directly or via the Note Trustee) directed in writing by the holders of at least $66^2/_3$ per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding, appoint such Eligible Replacement Account Bank as is nominated and on the terms specified in that direction as the replacement Account Bank provided, in each case, the Company is indemnified, secured and/or prefunded to its absolute satisfaction. The Company may, at any time prior to receiving any such direction, appoint an Eligible Replacement Account Bank reasonably capable of acting as account bank in accordance with general market standards to act as the replacement Account Bank.

Where the Company fails to make such appointment, the Note Trustee may, provided, in each case, that it is indemnified, secured and/or prefunded to its absolute satisfaction, on behalf of and in the name of the Company in exercise of the power of attorney granted to the Note Trustee under the Trust Deed and as explicitly authorized under the Trust Deed, make such appointment on behalf of and in the name of the Company (provided that the Note Trustee shall have no liability to the Company, any Noteholder, any Counterparty, any other Secured Party or any other person in respect of such appointment).

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee will make the appointment specified in the first direction received and, other than upon any revocation of the first direction by the directing person or persons or any refusal of the nominated replacement entity to accept the role, any subsequent direction received shall have no effect.

The Company or, where the Note Trustee has had to exercise its power of attorney to make such appointment, the Note Trustee shall give notice to the Principal Paying Agent and the Noteholders of the appointment of any replacement Account Bank pursuant to this Condition 10(f) as soon as reasonably practicable following any such appointment.

Subject to this Condition 10(f), the Account Bank may resign its appointment at any time by giving the Company, the Note Trustee and the Security Trustee at least 60 days' written notice to that effect. If no replacement Account Bank has been appointed within three months of the date of such resignation notice from the Account Bank, the Account Bank shall have the power to appoint an Eligible Replacement Account Bank as the replacement Account Bank.

No termination or resignation of the appointment of the Account Bank shall take effect until a replacement Account Bank has been appointed. Any replacement Account Bank shall (i) be appointed on terms substantially similar to the Account Bank Agreement and acknowledge the security created over such appointment agreement in favor of the Security Trustee; and (ii) carry out its appointment on the terms set out in these Conditions and such appointment agreement, as supplemented by any standard terms of business of such replacement Account Bank that are applicable to such a role (and the Note Trustee shall, as the case may be, sign any appointment document in the name of the Company, as its lawful attorney).

Following a Permitted Share Transfer, Company may appoint an additional Account Bank and open an additional or replacement Cash Account with an Account Bank, provided that each Cash Account shall be located in Mauritius and be subject to security in the form substantially similar to the Mauritius Fixed and Floating Charge, and provided further that there shall at all times be no more than two Account Banks or two Cash Accounts while the Notes remain outstanding.

(g) *Appointment and replacement of Onshore Custodian*

The Company may, at any time after a Permitted Share Transfer, subject to compliance with the applicable regulations, terminate the appointment of the Initial Onshore Custodian by giving to the Principal Paying Agent and that Onshore Custodian at least 10 days' notice and appoint a replacement Onshore Custodian provided that the business of the nominated Onshore Custodian includes the provision of custody services.

Any such replacement Onshore Custodian shall carry out its appointment on the terms set out in these Conditions and such appointment agreement, as supplemented by any standard terms of business of such replacement Onshore Custodian that are applicable to such a role (and the Company shall sign any appointment document).

11 Redemption and Purchase

(a) *Final redemption*

Unless (i) previously redeemed or purchased and cancelled as provided below or (ii) the Notes are declared due and repayable in accordance with Condition 12 or are due to redeem in full in accordance with Condition 11(b) or Condition 11(c), each outstanding Note will be redeemed on the Maturity Date by payment of the Redemption Amount (plus any accrued and unpaid interest).

On the date falling five Business Days prior to the Maturity Date, the Company shall deliver a notice to the Non-Convertible Debentures Issuers to require the Non-Convertible Debentures Issuers to redeem all of the Non-Convertible Debentures pursuant to the section titled "*Initial Investor Put Right*" under the Non-Convertible Debentures Conditions.

At any time from and including the sixth calendar month prior to the Maturity Date to and including the 15th Business Day prior to the Maturity Date, the Company may give notice (a "**Refinancing Notice**") to the Noteholders, the Note Trustee and the Counterparties that each outstanding Note will be redeemed on the Refinancing Date by payment of the Redemption Amount (plus any accrued and unpaid interest), *subject to* the Company (i) issuing, on or prior to the Refinancing Date, a new Series of Notes with a principal amount at least equal to the outstanding aggregate principal amount of this Series of Notes at an issue price at least equal to the outstanding aggregate principal amount plus the accrued interest under this Series of Notes as at such Refinancing Date (ii) agreeing with the Non-Convertible Debentures Issuers (or other relevant parties under the Non-Convertible Debentures) on necessary amendments (if any) to the Non-Convertible Debentures in relation to the issue of such new Series of Notes and (iii) instructing the Determination Agent to make such determinations as are necessary in connection with such refinancing. Upon request from the Non-Convertible Debentures Issuers, the Company will use commercially reasonable best efforts to conduct such a refinancing, including instructing the Determination Agent and other relevant parties to take such actions, enter into or amend such documents and make such determinations as are applicable.

(b) *Mandatory Early Redemption*

Subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*) in the case where the Company does not have sufficient proceeds in place to redeem all or part of the Notes pursuant to this Condition 11(b), if a Mandatory Early Redemption Event occurs, the Company shall give notice thereof to the Note Trustee, each Counterparty and to the Noteholders in accordance with Condition 18 as soon as practicable and shall redeem all or (in the case of a Non-Convertible Debentures Redemption/ Purchase Event or Company Equity Clawback Redemption in respect of part of the Non-Convertible Debentures) part of the Notes by payment of the Early Redemption Amount on the Early Redemption Date together with interest accrued on the principal amount of such Note being redeemed to (but excluding) the date of such redemption.

In the case of a redemption in part: (i) the provisions of these Conditions and the Transaction Documents (other than the Non-Convertible Debentures Subscription Agreement and the Non-Convertible Debentures Trust Deed) relating to the Liquidation of Outstanding Assets or Funded Redemption (as applicable) shall apply in respect of the relevant portion of each Note being redeemed (and the corresponding portion of the Outstanding Assets) only; and (ii) immediately upon payment of the Early Redemption Amount, the outstanding principal amount of each Note (and the Denomination of each Note) shall be reduced for all purposes by an amount equal to the product of (1) the principal amount of such Note (or, as applicable, the Denomination of such Note) immediately prior to such reduction; and (2) the Early Redemption Proportion.

(c) *Optional Early Redemption*

Subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*) in the case where the Company does not have sufficient amounts standing to the credit of its Cash Account(s) in place to redeem all of the Notes pursuant to this Condition 11(c), if an Optional Early Redemption Event occurs:

(i) the Company shall give notice thereof to the Note Trustee, each Counterparty and to the Noteholders in accordance with Condition 18 as soon as practicable; and

(ii) the Note Trustee at its discretion may and shall (x) if so requested in writing by the holders of at least 50 per cent. of the aggregate principal amount of the Notes then outstanding or (y) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding (provided that, in each case, it is indemnified and/or secured and/or pre-funded to its satisfaction), give notice to the Company, each Counterparty and the Determination Agent that the Notes are to be redeemed in accordance with this Condition 11(c),

in which event the Company shall give notice thereof to the Noteholders in accordance with Condition 18 as soon as practicable and shall redeem all but not some only of the Notes in full by payment of the Early Redemption Amount in respect of each Note on the Early Redemption Date together with interest accrued to (but excluding) the date of redemption.

Notwithstanding anything to the contrary, in respect of an Optional Early Redemption Event that is a Notes Tax Event, the Company may by giving notice to the Note Trustee, each Counterparty and the Noteholders no later than 2 (two) Business Days following the occurrence of such Notes Tax Event and in any event prior to the commencement of Liquidation, elect to redeem the Notes (as specified in the notice from the Company to the Note Trustee, each Counterparty and the Noteholders) in whole but not in part by way of a Funded Redemption.

(d) *Non-Convertible Debentures Pricing Unwind*

If a Non-Convertible Debentures Pricing Unwind Event occurs, the Company (or the Determination Agent on its behalf) shall give notice thereof to the Note Trustee, each Counterparty and to the Noteholders in accordance with Condition 18 as soon as practicable and, unless (i) the Notes have been previously redeemed or purchased and cancelled, (ii) the Notes are declared due and repayable in accordance with Condition 12 or are due to redeem in full in accordance with Condition 11(b) or Condition 11(c), or (iii) a Non-Convertible Debentures Default or Non-Convertible Debentures Subscription Agreement Default has occurred, the Company shall redeem each Note in full on the first Business Day following the Non-Convertible Debentures Pricing Unwind Event (the "**Non-Convertible Debentures Pricing Unwind Date**") in accordance with the following provisions:

(i) in respect of the outstanding principal amount of each Note, the Company shall pay an amount (the "**Non-Convertible Debentures Pricing Unwind Amount**") equal to the outstanding principal amount of each Note. For the avoidance of doubt, such payment of the Non-Convertible Debentures Pricing Unwind Amount will be subject to Condition 4(c), Condition 4(g) and Condition 4(h); and

(ii) no interest shall be payable in respect of such redemption.

(e) *Purchase*

Except with the prior written consent of the Note Trustee and each Counterparty, the Company may not at any time purchase any Notes in the open market or otherwise at any price.

(f) *Cancelation*

All Notes redeemed by the Company and all Notes purchased by or on behalf of the Company will be cancelled forthwith and, if cancelled, may not be reissued or resold and the obligations of the Company in respect of any such Notes shall be discharged.

(g) *Maturity Date*

For the avoidance of doubt, Conditions 11(b) or 11(c) shall have no application on or after the Maturity Date (save to the extent that the Notes are, on or after the Maturity Date, to be redeemed at their Early Redemption Amount on the Early Redemption Date by virtue of the application of those Conditions prior to the Maturity Date).

12 Events of Default and Notification of Events

(a) *Events of Default*

Each of the following events shall be an "**Event of Default**":

(i) the Company defaults in making payment when due of any principal or interest in respect of the Notes, if such default has not been remedied on or before the day falling three Business Days after the due date for payment;

(ii) the Company fails to perform or observe any of its other obligations under the Notes or the Trust Deed (other than a failure resulting from a Non-Convertible Debentures Default) and such failure continues for a period of 30 days (or such longer period as the Note Trustee may permit) following the service by the Note Trustee on the Company of notice requiring the same to be remedied;

(iii) a Bankruptcy Event occurs;

(iv) a Non-Convertible Debentures Default occurs and is continuing;

(v) a Non-Convertible Debentures Subscription Agreement Default;

(vi) a Non-Convertible Debentures Taxation Redemption VRR Event; or

(vii) a Swap Termination Default occurs,

provided that no event falling under paragraph (iii) of the definition of Event of Default above shall constitute an Event of Default if the event or circumstances referred to in such Condition and otherwise constituting the Event of Default is caused by any action taken by any person in breach of any contractual provision prohibiting such person from taking such action unless such action results in the appointment by a court of competent jurisdiction of a receiver, administrator, liquidator, examiner, assignee, sequestrator or other similar official or the entry of a decree or order by such a court for an encumbrancer to take possession or for execution or other process to be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Company.

If an Event of Default occurs, whether or not any Event of Default is continuing:

(x) the Note Trustee at its discretion may, and shall (subject in each case to being indemnified and/or pre-funded and/or secured to its satisfaction):

    (i) if so requested in writing by the holders of at least 25 per cent. of the aggregate principal amount of the Notes then outstanding; or

    (ii) if so directed by an Extraordinary Resolution of the holders of Notes then outstanding,

    direct the Security Trustee to give an Enforcement Notice; and

(y) any Counterparty to a Swap Transaction may direct the Security Trustee to give an Enforcement Notice.

The Security Trustee on being instructed by either the Note Trustee or any Counterparty pursuant to paragraph (x) or paragraph (y) above, as applicable to give an Enforcement Notice, shall (subject to being indemnified and/or secured and/or pre-funded to its satisfaction) give an Enforcement Notice, in which event an "**Enforcement Event**" will occur and, the Notes shall become due and payable prior to their Maturity Date and the Security shall have become enforceable, and the Company shall give notice thereof to the Noteholders in accordance with Condition 18 as soon as practicable and shall, subject to Condition 14(c) (*Deferral of payments during the VRR Retention Period*), redeem all but not some only of the Notes in an amount equal to their outstanding principal amount together with interest accrued to (but excluding) the date of redemption in accordance with Condition 4(f) (for the avoidance of doubt, subject to Conditions 4(c) and 4(g)). In the event of any conflict between instructions received by the Security Trustee from the Note Trustee and any Counterparty under paragraphs (x) and (y) above, the instructions that direct the Security Trustee to give an Enforcement Notice shall prevail.

Subject always to the terms of the Trust Deed, only the Note Trustee or the Security Trustee may pursue the remedies against the Company for any breach by the Company of the terms of the Trust Deed or the Notes and no Noteholder shall be entitled to proceed directly against the Company unless the Note Trustee or the Security Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails to do so within a reasonable period and such failure is continuing.

(b) *Notification of Events*

The Company will, as soon as practicable following its becoming aware of the proposed event, give notice to each Rating Agency and Counterparty of any proposed Change of Control Coupon Step-Up Event, Change of Control Non-Coupon Step-Up Event and Qualified Asset Sale (each as defined in the Non-Convertible Debentures Conditions).

13 Early Redemption

In connection with any Early Redemption, each Counterparty will calculate the Termination Payment applicable (and notify the Principal Paying Agent and Note Trustee thereof) under the Swap Agreement to which it is party, in each case except in certain circumstances specified in the relevant Swap Agreement (in which case the Determination Agent will calculate the relevant amount).

In respect of:

(i) any Determination Agent Early Redemption Determination Event, the Determination Agent will, as of the Early Valuation Date determine the Early Redemption Amount in respect of the outstanding principal amount of each Note (and any accrued interest thereon to (but excluding) the date of redemption) and shall notify in writing the Company, the Principal Paying Agent, the Account Bank, each Counterparty, the Broker and the Note Trustee of such Early Redemption Amount (and such accrued interest (if any)); and

(ii) any other Early Redemption, if no Determination Agent is currently appointed, the Company will use commercially reasonable efforts to appoint a Determination Agent and such Determination Agent will, as of the Early Valuation Date, determine the Early Redemption Amount in respect of the outstanding principal amount of each Note (and any accrued interest thereon to (but excluding) the date of redemption) and shall notify in writing the Company, the Principal Paying Agent, the Account Bank, each Counterparty, the Broker and the Note Trustee of such Early Redemption Amount (and such accrued interest (if any)).

The Company shall notify the Noteholders in accordance with Condition 18 as soon as reasonably practicable after receiving such notice from the Determination Agent.

If the Notes are to be redeemed pursuant to Conditions 11(b) or 11(c), then, from the time that the obligation to redeem is triggered, no further payments will be made by the Company in respect of the Notes until the Early Redemption Date.

14 Payments

(a) *Payments of principal and interest*

(i) Payments of principal in respect of Notes will be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar.

(ii) Payments of interest on all Notes will be made to the person shown on the Register at the close of business on the Record Date. Such payments will be made in USD by a check drawn on a bank in New York and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register maintained by the Registrar. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment may be made by wire transfer to an account in USD maintained by the payee with a bank in New York.

(b) *Payments subject to law etc.*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment to which the Company agrees to be subject and the jurisdiction in which the Company is organized or resident or through which such payments are made, and the Company will not be required to pay additional amounts with respect to any taxes or duties of whatever nature imposed or levied on any payments of the Notes by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 24. No commission or expenses shall be charged to the Noteholders in respect of such payments.

(c) *Deferral of payments during the VRR Retention Period*

Notwithstanding anything to the contrary in these Conditions (but without prejudice to the generality of Condition 14(b)):

(i) no Original Assets Proceeds may be remitted out of India or applied pursuant to Condition 4(c) by the Company, unless one of the following conditions is satisfied: (a) the VRR Retention Period has expired, (b) prior to the expiry of the VRR Retention Period, the amount so remitted or applied represents either (x) interest payments or redemption premium or any other amount not being the principal amount on the Original Assets (y) proceeds of any sale of the Original Assets to another FPI (and in relation to any such sale to another FPI and the purchasing FPI shall abide by all terms and conditions applicable to the selling FPI under the VRR Scheme) as part of any Liquidation, or (z) the aggregate amount of such Original Assets Proceeds to be remitted or applied is no greater than the VRR Permitted Remittance Amount, or (c) the Reserve Bank of India has approved any such remittance out of India; and

(ii) any payment obligation (or part thereof) on a Company Application Date, Trustee Application Date or Early Redemption Date falling within the VRR Retention Period which cannot be made as a result of sub-paragraph (i) above shall instead be made on the earlier of (1) the first Business Day falling after the last day of the VRR Retention Period and (2) the fifth Business Day falling after the Reserve Bank of India has approved any such remittance out of India;

(iii) no interest or any additional amount shall be payable by the Company or the Security Trustee in respect of any such deferred payment in sub-paragraph (ii) above; and

(iv) the amounts retained in India during the VRR Retention Period will be held in an account with the Onshore Custodian and will not be invested in any asset, unless otherwise directed by the Company. The Company shall only provide any such direction to the Onshore Custodian if the Company and the Note Trustee (if so directed in writing by the holders of more than 50 per cent. of the aggregate principal amount of the Notes then outstanding or if directed by an Extraordinary Resolution of the holders of the Notes then outstanding) agree to make the necessary amendments to the Transaction Documents to permit such investment. If the Company and the Note Trustee (as so directed by the relevant holders of Notes) agree to permit investment of the retained amount held with the Onshore Custodian during the VRR Retention Period, any such investment shall be restricted to cash, cash equivalent or highly rated assets and any direction to invest on anything other than the beforementioned categories is subject to the consent of the Counterparties.

(d) *Appointment of Agents*

The Paying Agents, the Registrar, the Transfer Agents and any Determination Agent initially appointed by the Company and their respective specified offices are listed below. The Paying Agents, the

Registrar, the Transfer Agents and any Determination Agent act solely as agents of the Company and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Company reserves the right at any time to vary or terminate the appointment of any Paying Agent, the Registrar, any Transfer Agent or any Determination Agent and to appoint additional or other Paying Agents or Transfer Agents or a new Registrar or Determination Agent, provided that it will at all times maintain (i) a Principal Paying Agent, (ii) a Registrar, (iii) one or more Transfer Agents and (vi) a Determination Agent where these Conditions so require one.

Notice of the appointment of any new agents (which, for this purpose, shall be deemed to include the Account Bank), or the termination of the appointment of any existing agents (which, for this purpose, shall be deemed to include the Account Bank) or any change of any specified office of an existing agent (which, for this purpose, shall be deemed to include the Account Bank) will promptly be given to the Noteholders in accordance with Condition 18.

(e) *Non-Business Days*

If any date for payment in respect of any Note is not a Business Day, the holder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

(f) *Restitution*

If any amount is mistakenly paid to a Noteholder in respect of the Notes when no such amount was due (whether as a result of a miscalculation or otherwise), such payment shall be reimbursed by the relevant Noteholder to the Company and, if no such reimbursement is made, the Company may reduce any subsequent payments owed by it to such Noteholder by all or part of such un-reimbursed amounts in satisfaction (or partial satisfaction) thereof and may take such action as it deems fit to recover any outstanding un-reimbursed amounts. Any such reduction or reimbursement shall, to the extent relevant, be applied by the Company in meeting the claims of the Account Bank, the Principal Paying Agent and/or any Counterparty for repayment of any amount of such mistaken payment funded or reimbursed by the Account Bank, the Principal Paying Agent or such Counterparty, as the case may be (or, where such reduction or reimbursement is for less than the full amount of any such claims, in meeting such claims *pro rata*). Only after any such reduction or reimbursement has been applied in full to meet such claims shall the amount applied to meet the remaining claims (if any) be deemed, for purposes of these Conditions, to have been received from the Mortgaged Property and the Outstanding Assets.

15 Prescription

Claims in respect of Notes shall become void and be prescribed unless made within 10 years (in the case of principal) and five years (in the case of interest) from the applicable Relevant Date in respect thereof.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, any Redemption Amount, any Early Redemption Amount or any other Calculated Amount and (ii) "**interest**" shall be deemed to include all Interest Amounts.

16 Agents of the Note Trustee and Security Trustee

Each of the Paying Agents, the Transfer Agents, the Account Bank, the Registrar acts solely as agent of the Company unless an Event of Default has occurred or an Enforcement Notice has been given in which case each of the Paying Agents and the Transfer Agent(s) and the Registrar will, if required to do so, act as agent of the Note Trustee and/or the Security Trustee, as the case may be. None of the Paying Agents, Account Bank, Transfer Agents or Registrar will assume any relationship of agency or trust with the Noteholders.

17 Replacement of Certificates

If a Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and stock exchange requirements, at the specified office of the Registrar on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Company or Registrar may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

18 Notices

Notices to holders of Notes will be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

If the Notes are held in a clearing system, notices to holders of Notes may be given through the clearing system in accordance with its standard rules and procedures.

19 Meetings of Noteholders; Modification; Waiver; and Instructions to the Note Trustee and the Security Trustee

(a) Modification by Noteholders' actions

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Conditions. The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting, one or more persons being or representing Noteholders, whatever the principal amount of the Notes so held or represented, except that, *inter alia*, the terms of the Security and certain terms concerning the amount and currency and the postponement of the due dates of payment of the Notes, or the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, may be modified only by resolutions passed at a meeting the quorum (the "**Special Quorum**") at which shall be one or more persons holding or representing two-thirds, or at any adjourned such meeting not less than one-third, in principal amount of the Notes for the time being outstanding. A resolution in writing signed by or on behalf of the holders of not less than two-thirds in principal amount of the Notes who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed (a "**Written Resolution**") shall for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied) be deemed to be an Extraordinary Resolution passed at a meeting of such Noteholders duly convened and held in accordance with the provisions of the Trust Deed. An Extraordinary Resolution passed at any meeting of Noteholders (or by Written Resolution) will be binding on all Noteholders, whether or not they were present at such meeting or participated in such Written Resolution.

Notwithstanding the foregoing, the Noteholders acknowledge and direct that, the Note Trustee shall not agree to:

(i) any modification to the following: Condition 4(a); Condition 4(c); Condition 4(d); Condition 4(e); Condition 4(f); Condition 7; Condition 8 (to the extent it is proposed that the Interest Rate will be increased); Condition 10(a) or (b); Condition 11 (to the extent that (i) the Maturity Date or Early Redemption Date is to be delayed; or (ii) the Redemption Amount or Early Redemption Amount is to be increased); Condition 12; Condition 14(c); this Condition 19; the governing law of any Transaction Document; the definition of "Mandatory Early Redemption Events"; or any definitions used in the Conditions identified above; and/or

(ii) any waiver or authorization of any breach or proposed breach of Condition 12 (other than a Non-Convertible Debentures Default),

without the prior written consent of each of the Counterparties.

(b) Modification without Noteholders' or Instructing Creditors' consent

(i) The Note Trustee may (and may instruct the Security Trustee to) agree, without the consent of the Noteholders to (i) any modification of any of the provisions of the Trust Deed or any Related Agreement which is in the opinion of the Note Trustee of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any modification (except as aforesaid), waiver or authorization of any breach or proposed breach of any of the provisions of the Trust Deed which, in any such case, is not in the opinion of the Note Trustee materially prejudicial to the interests of the Noteholders. Any such determination, modification, authorization or waiver shall be binding on the Noteholders and, unless the Note Trustee agrees otherwise, any such modification shall be notified to the Noteholders as soon as practicable thereafter.

(ii) Notwithstanding Condition 19(b)(i) above and subject to the terms of the Trust Deed, the Note Trustee shall (and shall instruct the Security Trustee to), without the consent of the Noteholders, agree to give consent to and/or concur with the Company in making any modifications to which it is a party or entering into any new documents, whether in its existing capacity as Note Trustee or Security Trustee (as applicable) or in a new capacity, that the Issuer considers necessary for the purpose of making any modification to a Transaction Document or entering into new documents proposed by the Issuer in order:

(A). to issue Permitted Equity/Subordinated Debt and for each holder of such Permitted Equity/Subordinated Debt to grant security over its interest in such Permitted Equity/Subordinated Debt to the Security Trustee for the benefit of the Secured Parties;

(B). to effect a Permitted Swap Replacement;

(C). to effect any amendments necessary to the Non-Convertible Debentures in relation to the issue of any new series of Notes following delivery of a Refinancing Notice under Condition 11(a); and

(D). to effect a Permitted Share Transfer (including, without limitation, any amendments to any Swap Agreement to enable the posting and receiving of collateral or to enable the relevant Counterparty to continue performing its role under the relevant Swap Agreement following a Permitted Share Transfer),

provided in each case that:

(i). the Company certifies in writing to the Note Trustee that such consent, modification or entry into new documents is necessary for the purposes described in the relevant sub-paragraph above. It is agreed that the Note Trustee and Security Trustee shall rely on any such certificate from the Company absolutely and without further enquiry or liability to any Noteholders or any other person;

(ii). so long as any of the Notes are rated by any Rating Agency, such Rating Agency has been notified of such modification or entry into new documents and, based on such notification, the Company is not aware that the then current rating of the Notes would be adversely affected by such modification or entry into new documents; and

(iii). the Company will pay all fees, costs and expenses (including legal fees) properly incurred by the Note Trustee, the Security Trustee and any Agents in connection with the proposed modification or entry into new documents.

Any such modification, entry into new documents, authorization or waiver in accordance with the Trust Deed and this Condition 19(b) shall be binding on the Noteholders and such modification or entry into new documents shall be notified by the Company as soon as reasonably practicable to the Noteholders (in accordance with Condition 18) and, so long as any of the Notes are rated by any Rating Agency, each Rating Agency.

(c) *Waiver*

The Note Trustee may, without consulting the Noteholders, determine that an event which would otherwise be an Event of Default shall not be so treated if and in so far as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby. If the Note Trustee so determines, the Noteholders and Counterparties shall not be entitled to rely on any such event as entitling them to give, or to request that the Note Trustee give, notice to the Company accelerating the Notes in accordance with Condition 12.

(d) *Miscellaneous Provisions*

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to, those in relation to any proposed modification, waiver or authorization as aforesaid) the Note Trustee shall not have regard to the consequences of such exercise for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Note Trustee shall not be entitled to require, nor shall any Noteholders be entitled to claim, from the Company any indemnification or payment in respect of any tax consequence of any exercise upon individual Noteholders.

(e) *Voting and Other Rights relating to the Outstanding Assets*

Pursuant to the Trust Deed:

(i) the Company will vote in favor of any Non-Convertible Debentures Automatic Consent Event;

(ii) subject to sub-paragraph (iii) below, in respect of any potential Asset Decision in relation to which the Company, under the terms of the Outstanding Assets (1) is entitled to vote or otherwise grant any consent, exercise any discretion or take any action, including acting with respect to the Outstanding Assets, and (2) receives notification of such rights or powers and appropriate voting and/or other documentation, the Company shall use its reasonable endeavors to notify the Note Trustee, the Security Trustee and the Noteholders of such fact and request the Noteholders to provide instructions as to the relevant matter. If an instruction is given by one or more Noteholders (whether acting together or separately) holding an aggregate principal amount of the Notes which is not less than (x) the Relevant Threshold (if applicable) of the principal amount of the Notes then outstanding; or (y) otherwise, a simple majority of the principal amount of the Notes then outstanding, (together, the "**Relevant Noteholders**"), in the manner specified in any such notice by the close of business on the day that is two (2) Business Days prior to the last day on which the relevant rights or powers are capable of being exercised in accordance with the terms of Outstanding Assets or as otherwise notified to the Noteholders (such time on such day, the "**Instruction Cut-off Time**" and such instruction, an "**Asset Decision Instruction**"), the Company shall, subject at all times to applicable law and the terms and conditions of such Outstanding Assets, use its reasonable endeavors to procure that such rights or powers are exercised with respect to all of the Outstanding Assets in accordance with such Asset Decision Instruction, provided that, where more than one Asset Decision Instructions are given as to the same matter, the Asset Decision Instruction given by the Relevant Noteholders holding the highest aggregate principal amount of the Notes shall prevail). If instructions are not provided in the manner specified in any such notice by Relevant Noteholders by the Instruction Cut-off Time, the Company shall vote against the relevant matter and not grant any consent, exercise any discretion or take any action in relation to the Outstanding Assets. If the Company determines that it cannot exercise such rights or powers for any reason whatsoever, the Company shall abstain from voting in relation to the Outstanding Assets. Nothing in the foregoing shall require the Company to exercise rights or powers in respect of the Outstanding Assets where the Company determines that to do so would lead to the Company incurring any loss, liability or expense; and

(iii) subject to the foregoing and the other requirements of these Conditions, the Company may not otherwise exercise any rights, powers or interest (including, without limitation, voting rights) with respect to the Mortgaged Property or the Outstanding Assets without the prior approval of the Instructing Creditors, delivered, at the expense of the Company, via the Security Trustee in accordance with Condition 19(f); the Company will act only in accordance with the terms of such approval and shall have no liability to any Noteholders or any Secured Party for so doing. The Instructing Creditors are not permitted to give approval pursuant to this Condition 19(e)(iii) for any Asset Decision, Non-Convertible Debentures Automatic Consent Event or in relation to any Redemption Request. In no circumstances will the Company vote in relation to any Non-Convertible Debentures Enhanced Majority Event that is not an Asset Decision.

(f) *Instructing Creditors instructions to the Security Trustee*

The Trust Deed contains provisions for the Security Trustee taking instructions from the Instructing Creditors.

Such instructions may be given by the Instructing Creditors by:

(i) a resolution (an "**Instructing Creditor Resolution**") passed at a meeting (an "**Instructing Creditor Meeting**") of Instructing Creditors convened in accordance with the terms of the Trust Deed; or

(ii) an instruction (an "**Instructing Creditor Written Instruction**") in writing signed (or electronically consented to) by or on behalf of Instructing Creditors,

in each case, provided that such Instructing Creditor Resolution or Instructing Creditor Written Instruction is passed or given (as the case may be) by one or more Instructing Creditors (whether Counterparties, Noteholders or a combination of each) with an aggregate Instructing Creditor Exposure of not less than:

(A) the Relevant Threshold (if applicable) of the aggregate Instructing Creditor Exposure at the relevant time; or

(B) otherwise, a simple majority of the aggregate Instructing Creditor Exposure at the relevant time.

Any such Instructing Creditor Resolution or Instructing Creditor Written Instruction will be binding on all Instructing Creditors, whether or not they were present at such Instructing Creditor Meeting or participated in such Instructing Creditor Written Instruction.

20 Notification to the Note Trustee and the Security Trustee

The Company shall provide written confirmation to the Note Trustee and the Security Trustee on an annual basis and at any time following a request therefor by the Note Trustee and the Security Trustee at any time that no Event of Default or other matter which is required to be brought to the attention of the Note Trustee and the Security Trustee has occurred.

21 Indemnification of the Note Trustee and the Security Trustee

The Trust Deed contains provisions for the indemnification of each of the Note Trustee and the Security Trustee and for their relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment or taking any step or action under the Trust Deed unless indemnified and/or secured and/or pre-funded to its satisfaction or from taking any other action under the Trust Deed which may involve either the Note Trustee or the Security Trustee in any personal liability or expense. Each of the Note Trustee, the Security Trustee and any Affiliate of the Note Trustee or the Security Trustee is entitled to enter into business transactions with the Company, the Account Bank, the Onshore Custodian, any Secured Party or any of their respective Affiliates without accounting to the Noteholders for profit resulting therefrom.

Neither the Note Trustee nor the Security Trustee will be liable for any failure to make the usual investigations which might be made by a chargee in relation to the Security for the Notes nor will it have any liability for its enforceability. Neither the Note Trustee nor the Security Trustee has any responsibility for the value of the Security.

22 Security Trustee

The Security Trustee's duties under the Transaction Documents are intended to be mechanical and administrative in nature. The Security Trustee shall have only those duties, obligations and responsibilities expressly specified in the Transaction Documents to which it is a party (and others shall not be implied).

23 Further Issues

Subject to Condition 7 and the provisions of the Trust Deed, the Company may from time to time without the consent of the Noteholders create and issue further securities under the Programme Deed having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, the issue price and the first payment of interest on them and, to the extent necessary, certain temporary securities law transfer restrictions) and so that such further issue shall be consolidated and form a single Series with the Notes provided that (a) such additional notes may not be consolidated as a single series with the outstanding Notes unless such additional notes are issued pursuant to a "qualified reopening" of the original series, are otherwise treated as part of the same "issue" of debt instruments as the original series or are issued with no more than a *de minimis* amount of original discount, in each case for U.S. federal income tax purposes, (b) in the cases of Notes of a Series originally issued in more than one Class, additional Notes of each Class are issued in the same proportion as in the original issuance, (c) the Additional Assets in respect of such further notes shall be permitted to be issued under the Non-Convertible Debenture Trust Deeds, as at the date of issue of such further notes but shall not otherwise be required to be identical to, or fungible with, such Original Assets and (d) any associated hedging arrangement is made pursuant to the Swap Agreements and provides economically substantially equivalent protection as, any Swap Transactions in respect of the Notes.

The Company shall notify (or procure notification of) each Rating Agency that then rates the Notes of any such proposed issuance not later than seven calendar days prior to the issue date thereof. If one or more of such Rating Agencies notifies or indicates to the Company that such issuance would result in the then current rating of the Notes being adversely affected or withdrawn then the Company shall not proceed with such issuance. References in these Conditions to the Notes and to Additional Assets include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single Series with the Notes and the assets securing such securities respectively.

In the case of Notes which are then rated at the request of the Company, the Company shall notify the relevant Rating Agency of any further issue of securities in accordance with this Condition.

24 Taxation

Withholding or deductions on Payments in respect of the Notes

All payments in respect of the Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature unless the Company or the Registrar or any Transfer Agent or any Paying Agent is required by applicable law (as determined in the good faith discretion of such person) to make any such payment in respect of the Notes subject to any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. In that event, the Company or such Paying Agent, Registrar or Transfer Agent (as the case may be) shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. None of the Company, the Note Trustee, the Security Trustee, any Paying Agent, Registrar or Transfer Agent will be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction. For the purposes of this Condition 24, any withholding imposed pursuant to FATCA (“**FATCA Withholding Tax**”) shall be deemed to be required by applicable law.

25 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

26 Governing Law

The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by and shall be construed in accordance with the laws of England. The Company has in the Trust Deed submitted to the jurisdiction of the English courts for all purposes in connection with the Notes. Pursuant to the Process Agent Appointment Agreement created by the execution of (and as defined in) the Programme Deed, the Company has irrevocably appointed the party thereto specified as process agent as its agent in England to receive service of process in any proceedings in England based on any of the Notes.

27 Definitions

Words and expressions defined in the Trust Deed, the relevant Swap Agreement or the Agency Agreement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated. In the event of any conflict as a result of a word or expression being defined in more than one such document, priority shall be given to the documents in the order in which they are listed in the preceding sentence.

In these Conditions:

“**Account Bank**” means the Initial Account Bank or any successor or replacement or additional account bank appointed pursuant to these Conditions.

“**Account Bank Agreement**” means the appointment agreement between the Company and the Account Bank, together with any standard terms of business of such Account Bank that are applicable to such a role, in each case, as further amended and/or supplemented by the Supplemental Account Bank Agreement and otherwise from time to time.

“**Account Bank Failure to Pay**” means the Account Bank or where the Principal Paying Agent is the same entity as the Account Bank or is an Affiliate of the Account Bank, as applicable, fails to comply with any instruction validly given to it and binding upon it or otherwise to perform or comply with its obligations in accordance with the terms of the Account Bank Agreement or, as the case may be, the Agency Agreement in respect of the payment of any amount or the delivery or transfer of any asset to or to the order of the Company or, where applicable, to or to the order of the Security Trustee or to any other Secured Party.

“**Account Bank Replacement Event**” means, in respect of the Account Bank which is appointed at the relevant time, any of the following events:

(i) if the Account Bank is a Counterparty or an Affiliate of a Counterparty, a Counterparty Default Event has occurred in respect of that Counterparty or that Counterparty is the sole Affected Party in respect of an Additional Termination Event (as defined in the Swap Agreement to which that Counterparty is a party);

(ii) the Account Bank would be subject to a Bankruptcy Event were it the Company;

(iii) the Account Bank has given prior written notice of its resignation to the Company, the Note Trustee and the Security Trustee; or

(iv) the occurrence of an Account Bank Failure to Pay.

“**Additional Assets**” means any indebtedness (excluding the Original Assets) in the form of non-convertible debentures, extended by the Company to the Non-Convertible Debentures Issuers after the Non-Convertible Debentures Closing Date from the proceeds of any further issue undertaken in compliance with Condition 23.

“**Additional Assets Proceeds**” means any assets and/or property received from the Additional Assets, including cash proceeds that are held by or for the account of the Company, or into which such assets (or assets and/or property received therefrom) are exchanged or converted.

“**Additional Outstanding Assets**” means the Additional Assets and any Additional Asset Proceeds.

“**Adjusted Treasury Rate**” means, with respect to any Early Redemption Date, the rate per annum equal to the semi-annual equivalent yield in maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Early Redemption Date.

“**Affiliate**” shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity, directly or indirectly, under common control with the person. For this purpose “**control**” means ownership of a majority of the voting power of the entity or person.

“**Agency Agreement**” has the meaning given to it in the preamble to these Conditions.

“**Agents**” means the Determination Agent, the Registrar and the Principal Paying Agent, the Calculation Agent together with the Paying Agents and the Transfer Agents, and any other agent or agents appointed from time to time in respect of the Notes.

"**Applicable Premium**" means, with respect to a Note at any Early Redemption Date, the sum of:

(i) 100 per cent.; plus

(ii) if:

  (a) the Early Redemption Date is on or after the Applicable Premium End Date, zero; or

  (b) if the Early Redemption Date is prior to the Applicable Premium End Date, the greater of (1) 1.00 per cent. and (2) the excess (expressed as a percentage) of (a) the present value at such Early Redemption Date of the Applicable Premium Redemption Price, plus all required remaining scheduled interest payments due on such Note through to (but excluding) the Applicable Premium End Date (but excluding accrued and unpaid interest, if any, to (but excluding) the Early Redemption Date), computed using a discount rate equal to the Adjusted Treasury Rate plus 50 basis points, over (b) the principal amount of such Note on such Early Redemption Date.

"**Applicable Premium End Date**" means October 29, 2023.

"**Applicable Premium Redemption Price**" means 100 per cent.

"**Asset Decision**" means any Non-Convertible Debentures Enhanced Majority Event, except for (A) a Non-Convertible Debentures Automatic Consent Event; (B) any Non-Convertible Debentures Enhanced Majority Event following an Enforcement Event or (C) any Non-Convertible Debentures Enhanced Majority Event to which Condition 19(b)(ii)(c) applies, and provided that in the case of (A) or (B) above, the Company has notified each Counterparty of such event and each Counterparty has provided the Company with consent in writing to such event being an Asset Decision.

"**Asset Decision Instruction**" has the meaning given to it in Condition 19(e).

"**Bankruptcy Event**" means, with respect to the Company and/or the Onshore Custodian: (1) it is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) it fails, or admits in writing its inability generally, to pay its debts as they become due; (3) it makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) it institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) it has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) it has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) it seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) it has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) it causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (1) to (7) above (inclusive); or (9) it takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Broker**" means the entity as is for the time being appointed as Broker. Any Broker must be a leading dealer of international standing in obligations of the same type as the Non-Convertible Debentures.

"**Broker Appointment Event**" means the occurrence of a Liquidation Event at a time at which no Broker has been appointed.

"**Broker Replacement Event**" means, to the extent that any Broker is appointed at the relevant time: (x) if the Broker is a Counterparty or an Affiliate of a Counterparty, a Counterparty Default Event has occurred in relation to that Counterparty or that Counterparty is the sole Affected Party in respect of an Additional Termination Event and/or (y) the Broker would be subject to a Bankruptcy Event were it the Company.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in each of Delhi, New York, Hong Kong, London, Mauritius, Singapore and Mumbai.

"**Calculated Amount**" has the meaning given to it in Condition 9(a).

"**Cash Account**" means any USD cash account opened by the Company with an Account Bank as permitted under these Conditions.

"**Certificates**" has the meaning given to it in the preamble to these Conditions.

"**Charged Assets**" means the assets, rights and property described in Conditions 4(a)(i) and (ii).

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Company**" means India Green Energy Holdings.

"**Company Application Date**" means each of:

(i) the Early Redemption Date; and

(ii) in respect of each sum received by or on behalf of the Company outside of India from the Mortgaged Property and the Outstanding Assets that has not already been applied on the Early Redemption Date, the date falling five Business Days following the date on which the Company gives (or procures the giving of) notice to the Determination Agent and the Counterparty of receipt of such sum,

provided that there shall be no Company Application Date(s) following the giving of an Enforcement Notice.

"**Company Equity Clawback Redemption**" means, upon not less than 10 days' prior notice to the Note Trustee, each Counterparty and the Noteholders specifying the relevant date of redemption (the "**Company Equity Clawback Redemption Date**"), the Company may on any one or more occasions request to redeem up to 40.0 per cent. of the aggregate principal amount of the Notes with the net cash proceeds from an Equity Offering, provided that:

(1) at least 60.0 per cent. of the aggregate principal amount of Notes remain outstanding immediately after the exercise of any such Company Equity Clawback Redemption right; and

(2) such Company Equity Clawback Redemption Date occurs within 90 days of the date of the closing of the applicable Equity Offering.

"**Comparable Treasury Issue**" means the U.S. Treasury security having a maturity comparable to the Applicable Premium End Date that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with a maturity comparable to the Applicable Premium End Date.

"**Comparable Treasury Price**" means, with respect to any Early Redemption Date: (i) the yield to maturity for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third Business Day preceding such Early Redemption Date, as set forth in the Federal Reserve Statistical Release H.15 (519); or (ii) if such release (or any successor release) is not published or does not contain such prices on such Business Day, (a) the average of the Reference Treasury Dealer Quotations for such Early Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations or (b) if fewer than three such Reference Treasury Dealer Quotations are available, the average of all such quotations.

"**Confirmation**" has the meaning given to it in the preamble to these Conditions.

"**Counterparty**" means each person named as a Counterparty in the Trust Deed unless it ceases to have any Swap Transactions with the Company pursuant to a Permitted Swap Replacement or otherwise, and each Permitted Counterparty with whom the Company enters into any Swap Transaction in connection with a Permitted Swap Replacement and who has acceded as a party to the Trust Deed.

"**Counterparty Default Event**" means an Event of Default (as defined in the relevant Swap Agreement) in relation to which any Counterparty is the Defaulting Party (as defined in the relevant Swap Agreement) occurs.

"**Coupon Step-Up Date**" means the date on which the Coupon Step-Up Hedge Completion occurs.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (whether or not constituting an Interest Period, the "**Calculation Period**"), the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30.

"**Defaulting Counterparty**" means any Counterparty in respect of which a Counterparty Default Event has occurred.

"**Determination Agency Deed**" has the meaning given to it in the preamble to these Conditions.

"**Determination Agent**" means the initial determination agent or any successor appointed in respect of the Notes. Any such successor must be a Permitted Determination Agent.

"**Determination Agent Early Redemption Determination Event**" means an Early Redemption occurring as a result of:

(i) a Non-Convertible Debentures Change of Control Event;

(ii) a Non-Convertible Debentures Taxation Redemption Event;

(iii) a Non-Convertible Debentures Equity Clawback Redemption Event; or

(iv) a Non-Convertible Debentures Make-Whole Optional Redemption Event.

"**Determination Agent Replacement Event**" means to the extent that a Determination Agent is appointed at the relevant time: (x) if the Determination Agent is a Counterparty or an Affiliate of a Counterparty, a Counterparty Default Event has occurred in respect of that Counterparty or that Counterparty is the sole Affected Party in respect of an Additional Termination Event (as defined in the Swap Agreement to which that Counterparty is a party) and/or (y) the Determination Agent would be subject to a Bankruptcy Event were it the Company.

"**Early Redemption**" means a redemption or repayment of the Notes in whole under Condition 11(b), Condition 11(c) or Condition 12 (and, for the avoidance of doubt, which redemption may take place prior to, on or after the Maturity Date of the Notes) or in part in relation to any Company Equity Clawback Redemption under Condition 11(b).

"**Early Redemption Amount**" in respect of each Note, its *pro rata* share of an amount equal to:

(i) the aggregate outstanding principal amount of the Notes; *multiplied by*

(ii) the Early Redemption Multiplier; *multiplied by*

(iii) the Early Redemption Proportion (if any).

For the avoidance of doubt, payment of the Early Redemption Amount will be subject to Condition 4(c), Condition 4(g) and Condition 4(h).

"**Early Redemption Date**" means (a) if Funded Redemption applies, the Company Equity Clawback Redemption Date or Tax Redemption Optional Redemption Date (as applicable) or (b) if Funded Redemption does not apply, the earlier of:

(i) the date falling seven Business Days following the date on which the Company gives (or procures the giving of) notice to the Determination Agent and each Counterparty that the final payment in respect of the related Liquidation of the Outstanding Assets has been received by the Broker or, as the case may be, the Onshore Custodian or the Account Bank (or, where there were no Outstanding Assets at the first day of the Liquidation Period, the date falling seven Business Days following the first day of the Liquidation Period); and

(ii) the date falling 20 Business Days after the last day of the Liquidation Period.

Where Funded Redemption does not apply, the Company shall give (or procure the giving of) the notice to the Determination Agent and the Counterparty that the final payment in respect of the related Liquidation of the Outstanding Assets has been received by the Broker or, as the case may be, the Onshore Custodian or the Account Bank as soon as reasonably practicable after becoming aware of the same. The Determination Agent shall notify in writing the Principal Paying Agent, the Company, the Onshore Custodian, the Account Bank, each Counterparty, the Broker and the Note Trustee of the date so determined. The Principal Paying Agent shall notify the Noteholders in accordance with Condition 18 as soon as reasonably practicable after receiving any such notice.

The Early Redemption Date shall be determined by the Determination Agent.

For the avoidance of doubt, an Early Redemption Date may fall after the Maturity Date of the Notes.

"**Early Redemption Multiplier**" means, in respect of an Early Redemption as a result of:

(i) a Non-Convertible Debentures Change of Control Event, 101 per cent;

(ii) a Non-Convertible Debentures Taxation Redemption Event, 100 per cent;

(iii) a Non-Convertible Debentures Equity Clawback Redemption Event or a Company Equity Clawback Redemption Event, 105.375 per cent;

(iv) a Non-Convertible Debentures Make-Whole Optional Redemption Event, the Applicable Premium;

(v) a Non-Convertible Debentures Excess Proceeds Event, 100 per cent; and

(vi) otherwise, 100 per cent.

"**Early Redemption Proportion**" means:

(i) in respect of a Non-Convertible Debentures Redemption/Purchase Event, an amount equal to the Non-Convertible Debentures Principal Amount of Outstanding Assets subject to such Non-Convertible Debentures Redemption/Purchase Event *divided by* the Non-Convertible Debentures Principal Amount of Outstanding Assets immediately prior to such Non-Convertible Debentures Redemption/Purchase Event;

(ii) in respect of the exercise of the Company Equity Clawback Redemption, the portion as specified in the notice from the Company to the Note Trustee, each Counterparty and the Noteholders; and

(iii) in all other cases, 1.

"**Early Termination Date**", in respect of any Swap Agreement, has the meaning given to it in that Swap Agreement.

"**Early Valuation Date**" means the day falling five Business Days prior to the Early Redemption Date.

"**Eligible Replacement Account Bank**" means any bank or financial institution whose business includes the provision of account bank services.

"**Enforcement Event**" has the meaning given to it in Condition 12.

"**Enforcement Notice**" means a notice by the Security Trustee to the Company, the Agents, each Counterparty and the Broker (if any) stating that (i) the Security Trustee intends to enforce the Security constituted by the Trust Deed and/or the other Security Documents (if applicable) and (ii) the Broker (if any) is to cease to effect any further Liquidation of the Outstanding Assets.

"**Equity Offering**" means a sale or issuance of Permitted Equity/Subordinated Debt to any Non-Voting Holder or Permitted Holder.

"**Event of Default**" has the meaning given to it in Condition 12.

"**Extraordinary Resolution**" means (i) a resolution passed at a meeting of Noteholders duly convened and held in accordance with the provisions of the Trust Deed by a majority consisting of not less than two-thirds of the votes cast or (ii) a Written Resolution.

"**FATCA**" means (i) Sections 1471 to 1474 of the Code, any similar or successor legislation, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, and (ii) any IGA, together with any IGA Legislation.

"**FATCA Withholding Tax**" has the meaning given to it in Condition 24.

"**Fitch**" means Fitch Ratings Ltd. and/or any Affiliate.

"**Fixed Rate**" has the meaning given to it in Condition 8.

"**Former Broker**" has the meaning given to it in Condition 10(c).

"**Former Determination Agent**" has the meaning given to it in Condition 9(a)(ii).

"**FPI**" means a foreign portfolio investor duly registered with the Securities and Exchange Board of India.

"**Funded Redemption**" means any redemption in connection with a Company Equity Clawback Redemption, or in connection with a Notes Tax Event in respect of which the Company has elected to be funded by issuance of Permitted Equity/Subordinated Debt in accordance with Condition 11(c).

"**Hedge Completion**" has the meaning given to it in Condition 5.

"**Hedge Execution Period**" means the period commencing on October 21, 2020 and ending on the earlier to occur of (i) Hedge Completion; or (ii) 11:00 p.m. (IST) on the date falling seven Business Days after the Issue Date.

"**IGA**" means any intergovernmental agreements (or similar mutual understandings) with the United States to facilitate the implementation of Sections 1471 to 1474 of the Code.

"**IGA Legislation**" means any local fiscal or regulatory legislation, regulations, rules, practices or guidance notes applicable to the Company enacted in furtherance of any IGA.

"**Initial Non-Convertible Debentures Principal Amount**" has the meaning given to it in Condition 5.

"**INR**" means the lawful currency of India.

"**Instructing Creditor**" means each Counterparty and each Noteholder. Where the Security Trustee is to seek instructions or directions from the Instructing Creditors, it shall do so in accordance with the terms of the Trust Deed.

"**Instructing Creditor Exposure**" means:

(i) in the case of a Noteholder (or a proxy or representative) and in respect of:

(A) an Instructing Creditor Meeting, the principal amount of outstanding Notes held or represented by such person on the date of such Instructing Creditor Meeting; and

(B) an Instructing Creditor Written Instruction, the principal amount of outstanding Notes held or represented by such person on the date specified by the Security Trustee in respect of such Instructing Creditor Written Instruction; and

(ii) in the case of a Counterparty (or a representative) and in respect of:

(A) an Instructing Creditor Meeting, its aggregate Swap Transaction Amount as of 1:00 pm (Hong Kong time) on the date falling one Business Day prior to the date of such Instructing Creditor Meeting (or, in the case of an adjourned Instructing Creditor Meeting, the date of such adjourned Instructing Creditor Meeting); and

(B) an Instructing Creditor Written Instruction, its aggregate Swap Transaction Amount as of 1:00 pm (Hong Kong time) on the date falling one Business Day prior to the date such Instructing Creditor Written Instruction is given to the Counterparty by the Security Trustee.

"**Interest Amount**" the meaning given to it in Condition 8.

"**Interest Commencement Date**" means the Issue Date.

"**Interest Payment Date**" means, in respect of an Interest Period, the Interest Period End Date on which such Interest Period ends (but excludes); provided that the final Interest Payment Date shall fall on the Maturity Date.

"**Interest Period**" means the period from, and including, one Interest Period End Date to, but excluding, the next following Interest Period End Date except that (a) the initial Interest Period will commence on, and include, the Interest Commencement Date and (b) the final Interest Period will end on, but exclude, the Maturity Date.

"**Interest Period End Date**" means April 29 and October 29 in each year in the period from the Issue Date to the Maturity Date (and will not adjust for any day that is not a Business Day).

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**Issue Date**" means October 29, 2020.

"**Issue Deed**" has the meaning given to it in the preamble to these Conditions.

"**Liquidation**" means any realization of the Outstanding Assets during a Liquidation Period in accordance with Condition 4(d) and the proceeds of which shall include:

(i) the proceeds of any sale or redemption made in accordance with Condition 4(d);

(ii) any sums that are available at the relevant time from any repayment or redemption of any Outstanding Assets; and

(iii) any on-demand cash deposits made by the Company and forming part of the Outstanding Assets,

and "**Liquidate**" and "**Liquidated**" shall be construed accordingly.

"**Liquidation Event**" means any of the following events or circumstances:

(i) the Company gives notice that the Notes will be redeemed pursuant to Condition 11(b) (other than in the case of a Company Equity Clawback Redemption); or

(ii) the Note Trustee gives notice that the Notes are to be early redeemed pursuant to Condition 11(c) (other than in the case of a Notes Tax Event where the Company has duly elected to apply Funded Redemption).

"**Liquidation Failure Event**" means the Broker determines that it is not permitted under applicable laws or under its internal policies having general application or it is otherwise not possible or practicable for the Outstanding Assets to be Liquidated by the Broker on behalf of the Company, other than by reason of the nature or status of the relevant transferee and as provided in Condition 4(d).

"**Liquidation Period**" means, subject to Condition 10(c), the period from and including the date on which a Liquidation Event occurs to and including the day falling six (6) months after the date on which the Liquidation Event occurred, save that where the Liquidation Event is as a result of one or more of the Outstanding Assets being subject to a Non-Convertible Debentures Redemption/Purchase Event, the Liquidation Period shall be the period from and including the Business Day that immediately precedes the date on which the Outstanding Assets that are the subject of the Non-Convertible Debentures Redemption/Purchase Event are scheduled for redemption or repayment or purchase prior to their scheduled maturity date (or, where there is more than one such date, the earliest such date) to and including the tenth (10th) Business Day following such date.

"**Manager**" means each of Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited and J.P. Morgan Securities plc.

"**Manager Document**" means the English law assignment of rights in favor of the Managers dated on or about the Issue Date.

"**Manager Indemnity Assets**" means any assets, property, income, rights and/or agreements from time to time secured in favor of the Managers pursuant to the Manager Document, and includes, where the context permits, any part of the Manager Indemnity Assets (provided that, to the extent that the Manager Indemnity Assets include any rights against the Non-Convertible Debentures Issuers, the Managers will only be permitted to direct the Company to take enforcement action in the Company's own name to enforce such rights (and the Managers will not take action against the Non-Convertible Debentures Issuers in any Manager's name)).

"**Manager Indemnity Claims**" means any indemnity claims by the Managers pursuant to the Purchase Agreement.

"**Mandatory Early Redemption Event**" means the occurrence of any of the following events or circumstances:

(i) a Note Illegality Event;

(ii) a Non-Convertible Debentures Redemption/Purchase Event; or

(iii) the exercise by the Company of the Company Equity Clawback Redemption.

"**Master Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Maturity Date**" means April 29, 2024.

"**Mauritius Fixed and Floating Charge**" means the Mauritius law fixed and floating charge over certain assets of the Company as more fully identified in such charge document dated on or about the Issue Date.

"**Mauritius Share Pledge**" means the Mauritius law share pledge over all the issued share capital of the Company dated on or about the Issue Date. The Mauritius Share Pledge will be a Relevant Charging Instrument for the purposes of the Trust Deed.

"**Moody's**" means Moody's Investors Service Ltd. and/or any Affiliate.

"**Mortgaged Property**" means: (i) the Charged Assets, (ii) the assets, rights and property described in Condition 4(a)(iii), (iii) the assets in respect of which security is granted pursuant to the Mauritius Share Pledge and the Mauritius Fixed and Floating Charge; and (iv) any other assets, property, income, rights and/or agreements from time to time secured in favor of the Security Trustee securing the Notes, and includes where the context permits any part of that Mortgaged Property.

"**Non-Convertible Debentures**" means each series of non-convertible debentures issued by a Non-Convertible Debentures Issuer pursuant to the Non-Convertible Debentures Subscription Agreement and the Non-Convertible Debentures Trust Deed.

"**Non-Convertible Debentures Automatic Consent Event**" means each of:

(i) a proposed Change of Control Coupon Step-Up Event (as defined in the Non-Convertible Debentures Conditions);

(ii) a proposed Change of Control Non-Coupon Step-Up Event (as defined in the Non-Convertible Debentures Conditions); and

(iii) a proposed Qualified Asset Sale (as defined in the Non-Convertible Debentures Conditions),

in each case, in respect of which each Rating Agency has given a Rating Agency Affirmation, and for the purposes of this definition, if the Company receives any instruction from the Noteholder(s) in accordance with Condition 19(e)(ii) with respect to any event specified in sub-paragraphs (i), (ii) or (iii) above prior to its receipt of the Rating Agency Affirmation for the same event and prior to the Company voting in respect of such event, then such instruction from the Noteholder(s) shall be disregarded and such event shall constitute a Non-Convertible Debentures Automatic Consent Event.

"**Non-Convertible Debentures Change of Control Event**" means a Non-Convertible Debentures Change of Control Coupon Step-Up Event or a Non-Convertible Debentures Change of Control Non-Coupon Step-Up Event.

"**Non-Convertible Debentures Change of Control Non-Coupon Step-Up Event**" means a Non-Convertible Debentures Redemption/Purchase Event occurring as a result of a Change of Control Non-Coupon Step-Up Event Redemption exercised by each of the Non-Convertible Debentures Issuers pursuant to the section titled "*Change of Control Redemptions-Change of Control Redemptions Where all NCDs are Initial Investor NCDs-Change of Control Non-Coupon Step-Up Event*" in the Non-Convertible Debentures Conditions.

"**Non-Convertible Debentures Change of Control Coupon Step-Up Event**" means a Non-Convertible Debentures Redemption/Purchase Event occurring as a result of a Mandatory COC Redemption (as defined in the Non-Convertible Debentures Conditions) by each of the Non-Convertible Debentures Issuers pursuant to the section titled "*Change of Control Redemptions-Change of Control Redemptions Where all NCDs are Initial Investor NCDs-Change of Control Coupon Step-Up Event*" in the Non-Convertible Debentures Conditions.

"**Non-Convertible Debentures Closing Date**" means the date falling seven (7) Business Days following the Issue Date.

"**Non-Convertible Debentures Conditions**" means the terms and conditions of the Non-Convertible Debentures as set out in the Non-Convertible Debentures Trust Deed.

"**Non-Convertible Debentures Default**" means the occurrence of an Event of Default (as defined in the Non-Convertible Debentures Conditions).

"**Non-Convertible Debentures Enhanced Majority Event**" means any amendment, supplement or waiver to any term of the Non-Convertible Debentures to the extent that such amendment, supplement or waiver requires the consent of holders of at least 90.0 per cent. in principal amount of such Non-Convertible Debentures outstanding to bind the holdings of any non-consenting holder.

"**Non-Convertible Debentures Equity Clawback Redemption Event**" means a Non-Convertible Debentures Redemption/Purchase Event occurring as a result of an Equity Clawback Optional Redemption exercised by each of the Non-Convertible Debentures Issuers pursuant to the section titled "*Optional Redemptions-Optional Redemptions Where all NCDs are Initial Investor NCDs*" in the Non-Convertible Debentures Conditions.

"**Non-Convertible Debentures Excess Proceeds Event**" means a Non-Convertible Debentures Redemption/Purchase Event occurring as a result of an Excess Proceeds Repurchase Offer exercised by each of the Non-Convertible Debentures Issuers pursuant to the section titled "*Certain Covenants-Assets Sales-Asset Sales Where all NCDs are Initial Investor NCDs*" in the Non-Convertible Debentures Conditions.

"**Non-Convertible Debentures Issuer**" means each of:

(i) ReNew Wind Energy (AP) Private Limited;

(ii) Shruti Power Projects Private Limited;

(iii) Zemira Renewable Energy Limited;

(iv) ReNew Wind Energy (MP Three) Private Limited;

(v) ReNew Wind Energy (Rajasthan Four) Private Limited;

(vi) ReNew Wind Energy (Maharashtra) Private Limited;

(vii) Bhumi Prakash Private Limited;

(viii) Tarun Kiran Bhoomi Private Limited;

(ix) ReNew Wind Energy (AP 3) Private Limited;

(x) Bidwal Renewable Private Limited; and

(xi) Pugalur Renewable Private Limited.

"**Non-Convertible Debentures Make-Whole Optional Redemption Event**" means a Non-Convertible Debentures Redemption/Purchase Event occurring as a result of a Make-Whole Optional Redemption exercised by each of the Non-Convertible Debentures Issuers pursuant to the section titled "Optional Redemptions-Optional Redemptions Where *Only Some, But Not All,* NCDs are Initial Investor *NCDs*" in the Non-Convertible Debentures Conditions.

"**Non-Convertible Debentures Pricing Unwind Date**" has the meaning given to it in Condition 11(d).

"**Non-Convertible Debentures Pricing Unwind Event**" has the meaning given to it in Condition 5.

"**Non-Convertible Debentures Principal Amount**" means, as at the Non-Convertible Debentures Closing Date, the Initial Non-Convertible Debentures Principal Amount and on any day thereafter, the aggregate principal amount in INR of the Non-Convertible Debentures outstanding.

"Non-Convertible Debentures Redemption Premium" means, at any time, a percentage calculated by the Determination Agent that would result in the Company receiving an amount in INR in excess of par from a redemption of the Non-Convertible Debentures that would be sufficient to cover any funding shortfall including (A) in respect of any Valid Swap Transaction which include an at-the-moment forward call option, (after converting the relevant INR amount into USD) any shortfall in USD due to the difference between the applicable spot rate and strike and (B) in respect of all Valid Swap Transactions, such other costs and expenses which may be incurred by the Company in connection with such Valid Swap Transactions, in each case after taking into account (x) any available USD cash standing to the credit of the Cash Account(s) of the Company in excess of the minimum US$500,000 required to be maintained in the Cash Account(s) at all times as well as (y) any USD cash which the Company expects to receive on or prior to the date of the proposed redemption pursuant to any legally binding obligation owed to the Company, including without limitation any Termination Payments payable to the Company (net of any Termination Payments payable by the Company to any Counterparty) and any proceeds or expected proceeds from the issuance of any Permitted Equity/ Subordinated Debt.

"**Non-Convertible Debentures Redemption/Purchase Event**" means, other than as a result of a Non-Convertible Debentures Default, that any securities comprising all or part of the Outstanding Assets are called for redemption or repayment or are otherwise redeemed, repaid or purchased prior to their scheduled maturity date.

"**Non-Convertible Debentures Subscription Agreement**" means the Indian law subscription agreement dated October 20, 2020 and entered into between the Company and each Non-Convertible Debentures Issuer.

"**Non-Convertible Debentures Subscription Conditions**" means the customary closing conditions as set out in the Non-Convertible Debentures Subscription Agreement.

"**Non-Convertible Debentures Subscription Agreement Default**" means a breach of the Non-Convertible Debentures Subscription Agreement by any Non-Convertible Debentures Issuer in respect of their obligations to issue and allot the Non-Convertible Debentures.

"**Non-Convertible Debentures Taxation Redemption Event**" means a Non-Convertible Debentures Redemption/Purchase Event occurring as a result of a Taxation Redemption (as defined in the Non-Convertible Debentures Trust Deed) exercised by each of the Non-Convertible Debentures Issuers pursuant to the section titled "*Redemption for Taxation Reasons-Redemption for Taxation Reasons Where all NCDs are Initial Investor NCDs*" in the Non-Convertible Debentures Conditions.

"**Non-Convertible Debentures Taxation Redemption VRR Event**" means a Non-Convertible Debentures Taxation Redemption Event has occurred prior to the expiry of the VRR Retention Period and:

(i) the aggregate amount of the Original Assets Proceeds in relation to such Non-Convertible Debentures Taxation Redemption exceeds the VRR Permitted Remittance Amount; and

(ii) the Reserve Bank of India does not approve the remittance of such Original Assets Proceeds (or any portion thereof) under (i) above within 120 days from the date of the Redemption

Notice delivered by the relevant Non-Convertible Debentures Issuer for such Non-Convertible Debentures Taxation Redemption.

"**Non-Convertible Debentures Trust Deed**" means the Indian law debenture trust deed executed between each Non-Convertible Debentures Issuer and the Non-Convertible Debentures Trustee constituting the Non-Convertible Debentures.

"**Non-Convertible Debentures Trustee**" means Axis Trustee Services Limited, which has been appointed by the Non-Convertible Debentures Issuers to act as the debenture trustee for the benefit of the holders of the Non-Convertible Debentures and any successor debenture trustee.

"**Non-Defaulting Counterparty**" means a Counterparty which is not a Defaulting Counterparty.

"**Non-Petition Party**" means each of the Transaction Parties, the Noteholders or any person acting on behalf of any of them.

"**Noteholder**" means the person in whose name a Note is registered.

"**Note Illegality Event**" means, due to the adoption of, or any change in, any applicable law after the Issue Date, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful for the Company (1) to perform any absolute or contingent obligation to make a payment or delivery in respect of the Notes or any Transaction Document (other than any Swap Agreement) or (2) to hold any Mortgaged Property or any Outstanding Assets or to receive a payment or delivery in respect of any Mortgaged Property or any Outstanding Assets (other than any Swap Agreement) or (3) to comply with any other material provision of any Transaction Document (other than any Swap Agreement).

"**Note Trustee**" means the note trustee or any successor note trustee appointed in respect of the Notes.

"**Onshore Custodian**" means the Initial Onshore Custodian or any successor or replacement appointed pursuant to these Conditions and in accordance with applicable law.

"**Onshore Custody Agreement**" means the custodial services agreement between the Company and the Onshore Custodian dated July 10, 2019, together with any standard terms of business of such Onshore Custodian that are applicable to such a role, in each case, as further amended and/or supplemented from time to time.

"**Optional Early Redemption Event**" means any of the following events or circumstances:

(i) the Company has or will become required by applicable law to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature (where relevant, at a rate in excess of any previously applicable rate of such tax) in respect of any payment under or in respect of the Notes (a "Notes Tax Event");

(ii) an Outstanding Assets Tax Event occurs; or

(iii) a Swap Termination Event occurs.

"**Original Assets**" means any Non-Convertible Debentures credited to the Securities Account and any Additional Assets.

"**Original Assets Proceeds**" means any assets and/or property received from the Original Assets, including cash proceeds that are held by or for the account of the Company, or into which such assets (or assets and/or property received therefrom) are exchanged or converted and any Additional Assets Proceeds.

"**Outstanding Assets**" means, at any time, the Original Assets and the Original Assets Proceeds and the Additional Outstanding Assets.

"**Outstanding Assets Tax Event**" means an event where the Company is or will be unable to receive any payment due in respect of any Outstanding Assets in full (after taking into account any gross up requirement on such Outstanding Asset) on the due date therefor without deduction for or on account of any withholding tax, back-up withholding or other tax, duties or charges of whatsoever nature. Without prejudice to the generality of the foregoing, an Outstanding Assets Tax Event will occur if there is a substantial likelihood that, within 60 days, a FATCA Withholding Tax will be imposed in respect of any payments in respect of any Outstanding Assets.

"**Paying Agents**" means the initial paying agents or any successor appointed in respect of the Notes.

"**Permitted Counterparty**" means any financial institution with whom the Company has entered into a Master Agreement in substantially the same form as the Master Agreement entered between the Company and each original Counterparty, together with any credit support annex to such Master Agreement as may be required by the Company if such financial institution does not have an investment grade rating.

"**Permitted Determination Agent**" means any of the initial Determination Agent, or any other person approved by a Counterparty in writing and provided that no Determination Agent Replacement Event has occurred in respect of any such person.

"**Principal Paying Agent**" means the initial principal paying agent or any successor appointed in respect of the Notes.

"**Principal Trust Deed**" has the meaning given to it in the preamble to these Conditions.

"**Process Agent Appointment Agreement**" has the meaning given to it in the Programme Deed.

"**Programme Deed**" has the meaning given to it in the preamble to these Conditions.

"**Purchase Agreement**" means the purchase agreement in respect of these Notes.

"**Rating Agency**" means Moody's, S&P and/or Fitch.

"**Rating Agency Affirmation**" means, with respect to any action relating to the Notes (including in respect of any Swap Agreement or the Non-Convertible Debentures) that is specified to be subject to Rating Agency Affirmation, the prior affirmation from such of the Rating Agencies (if any) as then rate the Notes at the request of the Company, in the form (if any) specified for such purpose by the relevant Rating Agency in accordance with any applicable internal requirements of such Rating Agency, that the then current rating of the Notes will not be adversely affected or withdrawn as a result of such action being undertaken, provided that if it is the then current policy of such Rating Agency not to either affirm or disaffirm the relevant type of action prior to such action being taken, then no such Rating Agency Affirmation will have been given.

"**RBI Approval**" has the meaning given to it in Condition 6.

"**Record Date**" means the 15th day before the due date for payment.

"**Redemption Amount**" means the outstanding principal amount of the Note. For the avoidance of doubt, payment of the Redemption Amount will be subject to Condition 4(c) and Condition 4(g).

"**Redemption Request Fee**" means the amount equal to all costs to the Company associated with evaluating the Redemption Request (including without limitation, if applicable, any costs associated with appointing a Determination Agent and the Onshore Custodian's fees and expenses in relation to any application for RBI Approval).

"**Reference Treasury Dealer**" means each of any three investment banks of recognized standing that is a primary U.S. Government securities dealer in The City of New York, selected by any of the Company (or the Determination Agent) in good faith.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average as determined by an investment banking firm of recognized international standing, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing by such Reference Treasury Dealer at 5:00 p.m. New York City time on the third Business Day preceding such redemption date.

"**Refinancing Date**" means the date specified as such in the Refinancing Notice, provided that it shall fall no earlier than the 15th Business Day from the date of the Refinancing Notice and no later than the seventh Business Day prior to the Maturity Date.

"**Register**" has the meaning given to it in the Agency Agreement.

"**Registrar**" means the initial registrar or any successor appointed in respect of the Notes.

"**Related Agreement**" means any agreement (other than the Non-Convertible Debentures Subscription Agreement, the Onshore Custody Agreement and the Non-Convertible Debentures Trust Deed) entered into by the Company (i) relating to the Notes which is referred to in, or contemplated by, the Trust Deed or (ii) is otherwise entered into in connection with the Notes.

"**Relevant Date**" means, in respect of any Note, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is not paid when due) the date on which payment in full of the amount of principal due is made or (if earlier) the date seven days after the date on which notice is duly given to the Noteholders that, upon further presentation of the Certificate representing that Note being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"**Relevant Threshold**" means in respect of a matter in relation to which the terms of the Non-Convertible Debentures specify that a certain threshold of holders of the Non-Convertible Debentures are required to vote in favor or against such matter in order for such matter to be approved or rejected (as the case may be), that threshold.

"**S&P**" means S&P Global Ratings, a division of S&P Global, Inc. and/or any Affiliate.

"**Secured Liabilities**" means the obligations of the Company under the Notes and each Transaction Document (other than the Non-Convertible Debentures Subscription Agreement, the Non-Convertible Debentures Trust Deed and the Onshore Custody Agreement) to the extent they relate to the Notes, the Mortgaged Property or the Outstanding Assets.

"**Secured Parties**" means the persons to whom the Secured Liabilities are owed.

"**Securities Account**" means the securities account opened by the Company with the Onshore Custodian.

"**Security**" means the security in respect of the Notes created by or under any of the Security Documents.

"**Security Documents**" means the Trust Deed, the Mauritius Fixed and Floating Charge and the Mauritius Share Pledge.

"**Security Trustee**" means the security trustee or any successor security trustee appointed in respect of the Notes.

"**Special Quorum**" has the meaning given to it in Condition 19(a).

"**Successor**" means, in relation to the Principal Paying Agent, the Registrar, the Determination Agent, the Onshore Custodian, the Account Bank or any Paying Agent, Transfer Agent or such other or further person as may from time to time be appointed by the Company as such with (where required) the written approval of, and on terms approved in writing by, the Note Trustee and notice of whose appointment is given to the Noteholders.

"**Supplemental Account Bank Agreement**" means the supplemental account bank agreement dated on or about the Issue Date and entered into by and between the Company, the Security Trustee and the Account Bank.

"**Swap Agreement**" has the meaning given to it in the preamble to these Conditions.

"**Swap Agreement Termination**" means, in respect of a Swap Agreement, the occurrence of an Early Termination Date under that Swap Agreement.

"**Swap Termination Default**" will occur if the Company fails to pay any Termination Payment due by the Company to the relevant Counterparty under any Swap Agreement (together, if applicable, with any interest payable thereon).

"**Swap Termination Event**" means either party to any Swap Agreement designates an Early Termination Date in respect of that Swap Agreement (or an Early Termination Date otherwise occurs (or is deemed to have been designated)) in accordance with the terms of such Swap Agreement); provided that no Swap Termination Event will occur hereunder as a result of an Early Redemption (in whole or in part) or a Permitted Swap Replacement.

"**Swap Transaction**" has the meaning given to it in the preamble to these Conditions.

"**Swap Transaction Amount**" means, in respect of a Swap Transaction:

(i) if, at the time and on the date as of which the calculation is made, a Swap Agreement Termination has occurred in respect of the full notional amount of that Swap Transaction, the aggregate Termination Payment, if any, payable to the Counterparty in respect of such Swap Agreement Termination (and before taking into account any interest accrued on that amount) to the extent such amounts are unpaid; or

(ii) if, at the time and on the date as of which the calculation is made, a Swap Agreement Termination has not occurred in respect of the full notional amount of that Swap Transaction, the aggregate amount, if any, that would have been payable to the Counterparty assuming a Swap Agreement Termination had occurred in respect of the full notional amount of that Swap Transaction as of such date (together with any Termination Payment payable to the Counterparty in respect of any earlier partial Swap Agreement Termination (and before taking into account any interest accrued on that amount) to the extent such amounts are unpaid),

each such amount to be determined in good faith and a commercially reasonable manner and certified by each relevant Counterparty to the Note Trustee and the Security Trustee as of the relevant date. If no such amount is owing to the relevant Counterparty in respect of a Swap Transaction, the Swap Transaction Amount shall be deemed to be zero.

If the certification of a Swap Transaction Amount is not actually received by the Note Trustee and the Security Trustee within two (2) days of a request (or, in the case of an Instructing Creditor Meeting, no fewer than 24 hours before the Instructing Creditor Meeting), the Swap Transaction Amount in respect of such Swap Transaction will be deemed to be zero.

"**Termination Payment**" means, in respect of a Swap Agreement, any Early Termination Amount (as defined in that Swap Agreement) payable under that Swap Agreement.

"**Transaction Documents**" means each of the Trust Deed, the Agency Agreement, the Determination Agency Deed, the Account Bank Agreement, the Onshore Custody Agreement, each Swap Agreement, the Non-Convertible Debentures Subscription Agreement, the Non-Convertible Debentures Trust Deed and each of the Security Documents.

"**Transaction Parties**" means the Note Trustee, the Security Trustee, the Managers, the Onshore Custodian, the Account Bank, the Agents, each Counterparty, each Non-Convertible Debentures Issuer, the process agent appointed in the Programme Deed and any other person that is a party to a Related Agreement.

"**Transfer Agents**" means the initial transfer agents or any successor appointed in respect of the Notes.

"**Trust Deed**" has the meaning given to it in the preamble to these Conditions.

“**Trustee Application Date**” means each date on which the Security Trustee determines to make a distribution in respect of an enforcement by it of the Security.

“**United States**” means the United States of America (including the states and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

“**USD**” means the lawful currency for the time being of the United States.

“**VRR Investment Amount**” means the amount allocated to the Company under the VRR Scheme (being the committed portfolio size) pursuant to which the Company has invested or proposes to invest in the Original Assets.

“**VRR Retention Period**” means the committed retention period applicable to the Company in relation to the investment made by it in the Original Assets under the VRR Scheme.

“**VRR Scheme**” means the ‘Voluntary Retention Route’ scheme introduced and regulated by the Reserve Bank of India from time to time.

“**Written Resolution**” has the meaning given to it in Condition 19(a).

SUMMARY OF PROVISIONS RELATING TO THE NOTES IN GLOBAL FORM

The following contains a summary of provisions that apply to the Notes in respect of which the Global Certificates are issued.

The Global Certificates

The Notes will be evidenced on issue by a Regulation S Global Certificate (registered in the name of a nominee of, and deposited with a custodian for, DTC) and a Rule 144A Global Certificate (registered in the name of a nominee of, and deposited with a custodian for, DTC). The Regulation S Global Certificates and the Rule 144A Global Certificates are referred to herein as the "Global Certificates."

Beneficial interests in a Regulation S Global Certificate will be shown on, and transfers thereof will be effected only through, records maintained by DTC. See "*Clearance and Settlement*." By acquisition of a beneficial interest in a Regulation S Global Certificate, the purchaser thereof will be deemed to represent, among other things, that it will transfer such interest only to a person whom the seller reasonably believes (a) is purchasing the Notes in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or (b) to be a person who takes delivery in the form of an interest in the relevant Rule 144A Global Certificate (if applicable). See "*Transfer Restrictions*" of this offering memorandum.

Beneficial interests in a Rule 144A Global Certificate will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants. See "*Clearance and Settlement*." By acquisition of a beneficial interest in a Rule 144A Global Certificate, the purchaser thereof will be deemed to represent, among other things, that it is a qualified institutional buyer ("**QIB**"), as defined in Rule 144A under the Securities Act ("**Rule 144A**")/a qualified purchaser ("**QP**") as defined in Section 2(a)(51)(A) of the Investment Company Act and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest in accordance with the procedures and restrictions contained in the Agency Agreement. See "*Transfer Restrictions*" of this offering memorandum.

Beneficial interests in the Global Certificates will be subject to certain restrictions on transfer set forth therein and in the Agency Agreement, and with respect to the Notes represented by a Rule 144A Global Certificate, as set forth in Rule 144A, the Notes will bear the legends set forth thereon regarding such restrictions set forth under "*Transfer Restrictions*" of this offering memorandum.

Beneficial interests in a Regulation S Global Certificate may be transferred to a person who takes delivery in the form of an interest in the relevant Rule 144A Global Certificate, subject to certain requirements. See "*Clearance and Settlement*." Any beneficial interest in a Regulation S Global Certificate that is transferred to a person who takes delivery in the form of an interest in the relevant Rule 144A Global Certificate will, upon transfer, cease to be an interest in such Regulation S Global Certificate and become an interest in the relevant Rule 144A Global Certificate, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in the relevant Rule 144A Global Certificate for as long as it remains such an interest.

Transfers by the holder of, or of a beneficial interest in, a Regulation S Global Certificate to a transferee in the United States or who is a "**U.S. Investor**" (being a person who is in the United States or a U.S. person as defined in Regulation S, or a U.S. resident (defined as "**U.S. persons**" under Regulation S as such term has been interpreted by the U.S. Securities and Exchange Commission staff in the context of Section 7(d) of the Investment Company Act)) will only be made: (a) upon receipt by the Registrar or Transfer Agent (as applicable) of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate with the consent of the Company (a "**Transfer Certificate**"), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Notes or beneficial interest therein to the effect that such transfer is being made to a person who is both a QIB and a QP, purchasing the Notes for its own account or the account of another person that is both a QIB and a QP in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the States of the United States; or (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Company of such satisfactory evidence as the Company may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction. Such transferee may take delivery through a Rule 144A Global Certificate.

Beneficial interests in a Rule 144A Global Certificate may be transferred to a person who takes delivery in the form of an interest in the relevant Regulation S Global Certificate, subject to certain requirements. See "*Clearance and Settlement*." Any beneficial interest in a Rule 144A Global Certificate that is transferred to a person who takes delivery in the form of an interest in the relevant Regulation S Global Certificate will, upon transfer, cease to be an interest in such Rule 144A Global Certificate and become an interest in the relevant Regulation S Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in the relevant Regulation S Global Certificate for so long as it remains such an interest.

Transfers of Rule 144A Global Certificates or beneficial interests therein may be made (a) to a transferee who takes delivery of such interest through a Regulation S Global Certificate, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made to a person who is not a U.S. Person in accordance with Regulation S and that the book-entry interest transferred will be held immediately thereafter through DTC; (b) to a transferee who takes delivery of such interest through a Rule 144A Global Certificate where the transferee is both a QIB and a QP in a transaction meeting the requirements of Rule 144A, without certification; or (c) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Company of such satisfactory evidence as the Company may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction. Upon the transfer, exchange or replacement of Rule 144A Global Certificates, or upon specific request for removal of the legend therein, the Registrar shall deliver only Rule 144A Global Certificates or refuse to remove the legend therein, as the case may be, unless there is delivered to the Company such satisfactory evidence as may reasonably be required by the Company, which may include an opinion of U.S. counsel, that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

No service charge will be made for any registration of transfer or exchange of Notes, but the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Except in the limited circumstances described below, owners of beneficial interests in Global Certificates will not be entitled to receive physical delivery of the individual definitive certificates. No Notes will be issued in bearer form.

Certificates in definitive form for individual holdings of the Notes will not be issued in exchange for interests in Notes represented by the Global Certificates, except if DTC notifies the Company that it is no longer willing or able to discharge properly its responsibilities as depository with respect to a Rule 144A Global Certificate, or ceases to be a "clearing agency" registered under the Exchange Act, or if at any time it is no longer eligible to act as such and the Company is unable to locate a qualified successor within ninety (90) days of receiving notice or becoming aware of such ineligibility on the part of DTC.

In the event that a Regulation S Global Certificate or a Rule 144A Global Certificate is exchanged for individual definitive certificates, such individual definitive certificates shall be issued in denominations of U.S.$250,000 and integral multiples of U.S.$1,000 in excess thereof. Noteholders who hold Notes in the relevant clearing system in amounts that are not integral multiples of U.S.$250,000 or integral multiples of U.S.$1,000 in excess thereof may need to purchase or sell, on or before such exchange, a principal amount of Notes such that their holding is an integral multiple of U.S.$250,000 or integral multiples of U.S.$1,000 in excess thereof.

Meetings

The registered holder of each Global Certificate (and any proxy or representative appointed by it) will be treated as being two (2) persons for the purposes of any quorum requirements of a meeting of Noteholders.

Payments

Payments of principal and interest in respect of Notes evidenced by the Global Certificates will be made without presentation for endorsement by the Principal Paying Agent or such other Paying Agent and, if no further payment falls to be made in respect of the Notes, against presentation and surrender of the Global Certificates to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the relevant Noteholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to the relevant Global Certificate, which endorsement will be *prima facie* evidence that such payment has been made in respect of the relevant Notes.

Payments of principal and interest in respect of Notes represented by the Rule 144A Global Certificate and denominated in U.S. dollars will be made in accordance with Condition 9. Payments of principal and interest in respect of Notes represented by the Rule 144A Global Certificate and denominated in a currency (the "**Specified Currency**") other than U.S. dollars will be made by the Principal Paying Agent in the Specified Currency in accordance with the provisions in the Rule 144A Global Certificate.

Transfers

Transfers of the beneficial interests in the Notes represented by a Regulation S Global Certificate will be effected through the records of DTC. Transfers of the beneficial interests in the Notes represented by a Rule 144A Global Certificate will be effected through the records of DTC and its participants in accordance with the rules and operating procedures of DTC and its respective participants, which may include Euroclear Bank SA/NV ("**Euroclear**"), and Clearstream Banking S.A. ("**Clearstream**"), Luxembourg.

Notices

Notices in respect of the Notes represented by the Global Certificates need not be published in accordance with Condition 18 but may be given by delivery of copies of such notices to DTC. Any such notice shall be deemed to have been given to the holders of the Notes on the Business Day immediately following the day on which the said notice was given to DTC.

CLEARANCE AND SETTLEMENT

*The information set out below concerning the operations and procedures of Euroclear, Clearstream, Luxembourg and DTC (together, the "**Clearing Systems**") is provided solely as a matter of convenience and no responsibility is taken for the accuracy or completeness thereof. In particular, these operations and procedures are solely in the control of the respective Clearing Systems and are subject to change by them. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the operations and procedures of the relevant Clearing System and no responsibility is taken for the continued applicability of such operations and procedures.*

Book-Entry Ownership

The Notes will be evidenced on issue by the Regulation S Global Certificate (registered in the name of a nominee of, and shall be deposited with a custodian for, DTC) and the Rule 144A Global Certificate (registered in the name of a nominee of, and shall be deposited with a custodian for, DTC).

The Company, and a relevant U.S. agent appointed for such purpose that is an eligible DTC participant, will make application to DTC for acceptance in its book-entry settlement system of the Notes represented by the Regulation S Global Certificate and the Rule 144A Global Certificate. The Regulation S Global Certificate and Rule 144A Global Certificate will have a CUSIP and an ISIN. The Rule 144A Global Certificate will be subject to restrictions on transfer contained in a legend appearing on the front of such Global Certificate, as set out under "*Transfer Restrictions*" of this offering memorandum. In certain circumstances, as described below, transfers of interests in the Rule 144A Global Certificate may be made as a result of which such legend may no longer be required.

Upon the Global Certificates being registered in the name of a nominee of, and deposited with a custodian for, DTC, DTC will electronically record the nominal amount of the Notes held within the DTC system. Investors may hold their beneficial interests in the Global Certificates directly through DTC if they are participants in the DTC system, or indirectly through organizations (including Euroclear and Clearstream, Luxembourg) which are participants in such system (together, such direct and indirect participants of DTC shall be referred to as "**DTC participants**"). All interests in the Global Certificates, including those held through Euroclear or Clearstream, Luxembourg may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream, Luxembourg may also be subject to the procedures and requirements of such systems.

Payments through DTC

Payments of the principal of, and interest on, each Global Certificate registered in the name of DTC's nominee will be to, or to the order of, its nominee as the registered owner of such Global Certificate. The Company expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants' accounts with payments in amounts proportionate to their respective beneficial interests in the nominal amount of the relevant Global Certificate as shown on the records of DTC or the nominee. The Company also expects that payments by DTC participants to owners of beneficial interests in such Global Certificates held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the Company, the Principal Paying Agent nor any paying agent or transfer agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, ownership interests in any Global Certificate or for maintaining, supervising or reviewing any records relating to such ownership interests.

Transfers of Notes

Transfers of interests in the Global Certificates within DTC will be in accordance with the usual rules and operating procedures of DTC.

Beneficial interests in the Regulation S Global Certificate may only be held through DTC. In the case of Notes to be cleared through Euroclear, Clearstream, Luxembourg and/or DTC, transfers may be made at any time by a holder of an interest in the Regulation S Global Certificate to a transferee who wishes to take delivery of such interest through the Rule 144A Global Certificate provided that any such transfer will, subject to the applicable procedures of DTC from time to time, only be made upon receipt by any transfer agent of a written certificate from DTC (based on a written certificate from the transferor of such interest) to the effect that such transfer is being made to a person that the transferor, and any person acting on its behalf, reasonably believes is a QIB/QP within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States. Any such transfer made thereafter of the Notes represented by such Regulation S Global Certificate will only be made upon request through DTC by the holder of an interest in the Regulation S Global Certificate to the Transfer Agent, the Principal Paying Agent or other paying agent of details of that account at DTC to be credited with the relevant interest in the Rule 144A Global Certificate. Transfers at any time by a holder of any interest in the Rule 144A Global Certificate to a transferee who takes delivery of such interest through the Regulation S Global Certificate will, subject to the applicable procedures of DTC from time to time, only be made upon delivery to any transfer agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the account at DTC to be credited and debited, respectively, with an interest in each relevant Global Certificate.

For a further description of restrictions on transfer of the Notes, see "*Transfer Restrictions*" of this offering memorandum.

DTC will take any action permitted to be taken by a holder of Notes only at the direction of one or more DTC participants in whose accounts with DTC interests in the Global Certificates are credited and only in respect of such portion of the aggregate nominal amount of the relevant Global Certificate as to which such DTC participant or participants has or have given such direction. However, the custodian of the Global Certificates will surrender the relevant Global Certificate for exchange for individual definitive certificates in certain limited circumstances.

DTC is a limited purpose trust company organized under the laws of the State of New York, a "banking organization" under the laws of the State of New York, a member of the U.S. Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerized book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Global Certificates among participants, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Company, the Principal Paying Agent, the Transfer Agent or any other paying agent or transfer agent will have any responsibility for the performance by DTC or its direct or indirect participants or accountholders of its obligations under the rules and procedures governing its operations. While the Global Certificates are lodged with DTC, Notes represented by individual definitive certificates will not be eligible for clearing or settlement through DTC.

Individual Definitive Certificates

Registration of title to Notes in a name other than a custodian or its nominee for DTC will be permitted only in the circumstances set forth in "*Summary of Provisions Relating to the Notes in Global Form.*" In such circumstances, the Company will cause sufficient individual definitive certificates to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Noteholder(s). A person having an interest in a Global Certificate must provide the Registrar with certain information as specified in the Agency Agreement.

Pre-issue Trades Settlement

It is expected that delivery of Notes will be made against payment therefor on the Issue Date, which will be seven (7) business days following the date of pricing. Under Rule 15c6-1 of the Exchange Act, trades in the U.S. secondary market generally are required to settle within two (2) business days ("**T+2**"), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes in the United States prior to two (2) business days before their date of delivery may be required, by virtue of the fact that such Notes initially will settle T+2, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Notes may be affected by such local settlement practices and, in the event that the Issue Date is more than two (2) business days following the date of pricing, purchasers of Notes who wish to trade Notes between the date of pricing and the date that is two (2) business days prior to the Issue Date should consult their own advisor.

TAXATION

Certain U.S. Federal Income Tax Considerations for U.S. Holders

The following is a discussion of certain U.S. federal income tax considerations in respect of the purchase, ownership and disposition of the Notes, but does not purport to be a complete analysis of all potential tax effects. This discussion is based upon the United States Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations issued thereunder ("**Treasury Regulations**"), and judicial and administrative interpretations thereof, each as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. This discussion is limited to consequences relevant to a U.S. holder (as defined below). This discussion does not address the impact of the unearned income Medicare contribution tax, alternative minimum tax considerations or the effects of any U.S. federal tax laws other than U.S. federal income tax laws (such as estate and gift tax laws) or any state, local or non-U.S. tax laws. No rulings from the U.S. Internal Revenue Service (the "**IRS**") have been or are expected to be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the Notes or that any such position would not be sustained.

This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a U.S. holder in light of such U.S. holder's particular circumstances or to U.S. holders subject to special rules, such as financial institutions, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities, U.S. holders whose functional currency is not the U.S. dollar, tax-exempt organizations, regulated investment companies, real estate investment trusts, partnerships or other pass-through entities (or investors in such entities), persons subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an applicable financial statement and persons holding the Notes as part of a "straddle," "hedge," "conversion transaction" or other integrated transaction. In addition, this discussion is limited to persons who purchase the Notes for cash at original issue and at their "issue price" (the first price at which a substantial amount of Notes is sold for money, not including sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and who hold the Notes as capital assets within the meaning of section 1221 of the Code.

For purposes of this discussion, a "U.S. holder" is a beneficial owner of a Note that is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or if a valid election is in place to treat the trust as a U.S. person.

If any entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A U.S. holder that is an entity or arrangement treated as a partnership for U.S. federal income tax purposes, and partners in such partnerships, should consult their tax advisors regarding the tax consequences of the purchase, ownership and disposition of the Notes.

Prospective purchasers of the Notes should consult their tax advisors concerning the tax consequences of holding Notes in light of their particular circumstances, including the application of the U.S. federal income tax considerations discussed below, as well as the application of U.S. federal estate and gift tax laws, the U.S. federal Medicare tax on net investment income, and state, local, non-U.S. or other tax laws.

Characterization of the Notes and the Company

The proper characterization of instruments such as the Notes for U.S. federal income tax purposes is subject to significant uncertainty. It is possible that the Notes could, for example, be treated as indebtedness of the Company or, alternatively, be treated as an equity interest in the Company. The Company plans to file IRS Form 8832, electing to be treated as an entity disregarded from its sole owner for U.S. federal income tax purposes, to be effective on or prior to the issuance of the Notes. To the extent it is required to take a position, the Company intends to treat the Notes as indebtedness for U.S. federal income tax purposes. However, the Company's determination is not binding on the IRS, and there is a significant risk that the IRS may disagree with such treatment. If the Notes are not treated as indebtedness of the Company, U.S. holders could be subject to adverse U.S. federal income tax consequences, which could be material. For example, each U.S. investor may be required to include in its calculation of taxable income its allocable portion of the items of income, deduction, gain or loss of the Company, including, without limitation, its allocable portion of interest income on the Non-Convertible Debentures and any income or deduction arising in connection with the Swap Agreements. Additionally, if the Notes are not treated as indebtedness for U.S. federal income tax purposes, a U.S. investor may also realize foreign currency gain or loss. The remainder of this discussion assumes the Notes will be treated as indebtedness for U.S. federal income tax purposes. U.S. holders are strongly urged to consult their tax advisors regarding the characterization of the Notes for U.S. federal income tax purposes.

In certain circumstances, the Company may be obligated to redeem the Notes in advance of their expected maturity. In addition, the Company may be required to pay amounts in excess of the stated interest and principal. The Company intends to take the position that the possibility of such redemptions or payments of excess amounts should not cause the Notes to be treated as contingent payment debt instruments under the applicable Treasury Regulations. Assuming such position is respected, any amounts paid to a U.S. holder pursuant to such redemptions would be taxable as described below in "*—Sale, Exchange, Retirement or other Taxable Disposition*," and any such excess amounts would be required to be included in the U.S. holder's income the payments at the time such payments are received or accrued in accordance with such U.S. holder's method of accounting for U.S. federal income tax purposes. The Company's position is binding on a U.S. holder, unless the U.S. holder discloses in the proper manner to the IRS that it is taking a different position. If the IRS successfully challenged the Company's position, and the Notes were treated as contingent payment debt instruments, U.S. holders could be required to accrue interest income at a rate higher than their yield to maturity, regardless of the U.S. holder's method of accounting, and to treat as ordinary income, rather than capital gain, any gain recognized on a sale, exchange, retirement or redemption of a Note. This discussion assumes that the Notes will not be considered contingent payment debt instruments. U.S. holders are urged to consult their tax advisors regarding the potential application to the Notes of the contingent payment debt instrument rules and the consequences thereof.

Payments of Stated Interest

It is expected, and the following discussion assumes, that the Notes will not be issued with original issue discount (unless such original issue discount is less than a statutorily defined *de minimis* amount). Payments of stated interest on a Note (without reduction for any amounts withheld) generally will be includible in the gross income of a U.S. holder as ordinary interest income at the time the interest is received or accrued, in accordance with the U.S. holder's method of accounting for U.S. federal income tax purposes. Interest generally will be income from sources outside the United States and, for purposes of the U.S. foreign tax credit, generally will be considered passive category income.

Any non-U.S. withholding tax paid (or deemed paid) by a U.S. holder at the rate applicable to such U.S. holder may be eligible for foreign tax credits (or deduction in lieu of such credits) for U.S. federal income tax purposes, subject to applicable limitations. The calculation of foreign tax credits involves the application of complex rules that depend on a U.S. holder's particular circumstances. U.S. holders should consult their tax advisors regarding the availability of foreign tax credits.

Sale, Exchange, Retirement or other Taxable Disposition

Upon the sale, exchange, retirement or other taxable disposition of Notes, a U.S. holder generally will recognize gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued and unpaid stated interest, which will be taxable as ordinary interest income in accordance with the U.S. holder's method of tax accounting as described above) and the U.S. holder's adjusted tax basis in the Notes. A U.S. holder's adjusted tax basis in the Notes generally will equal the cost of the Notes to the U.S. holder. Such gain or loss will generally be U.S. source capital gain or loss and will be long-term capital gain or loss if the U.S. holder has held the Notes for more than one (1) year at the time of the disposition. In the case of a non-corporate U.S. holder (including an individual), any such gain may be eligible for preferential U.S. federal income tax rates if the U.S. holder satisfies certain prescribed minimum holding periods. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

In general, payments of interest and the proceeds from sales, exchanges, retirements or other taxable dispositions of Notes held by a U.S. holder may be required to be reported to the IRS unless the U.S. holder is an exempt recipient and, when required, demonstrates this fact. In addition, a U.S. holder that is not an exempt recipient may be subject to backup withholding unless it provides a taxpayer identification number and otherwise complies with applicable certification requirements. U.S. holders may be required to provide such certification on IRS Form W-9.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. holder's U.S. federal income tax liability and may entitle the U.S. holder to a refund, provided that the appropriate information is timely furnished to the IRS.

Information with Respect to Foreign Financial Assets

Certain U.S. holders that hold an interest in "specified foreign financial assets" (which may include the Notes) are required to report information (on IRS form 8938) relating to such assets, subject to certain exceptions (including an exception for Notes held in accounts maintained by certain financial institutions). A U.S. holder that does not file a required IRS Form 8938 may be subject to substantial penalties, and the statute of limitations on the assessment and collection of all U.S. federal income taxes of such U.S. holder for the related tax year may not close before the date which is three years after the date on which such report it filed. U.S. holders should consult their tax advisors regarding the effect, if any, of this requirement on their ownership and disposition of the Notes.

Foreign Account Tax Compliance Act

Background

Sections 1471 to 1474 of the U.S. Internal Revenue Code commonly known as "FATCA" impose a reporting regime and, potentially, a 30 per cent. withholding tax (a "**FATCA Withholding Tax**") with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions (each, an "**FFI**") that do not comply with this reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. To receive certain payments free of FATCA Withholding Tax, an FFI generally will be required either (1) to enter into an agreement (an "**FFI Agreement**") with the IRS to identify "financial accounts" held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other FFIs that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime or (2) to comply with legislation in its home jurisdiction implementing the intergovernmental agreement between the United States and its home jurisdiction entered into in connection with FATCA (such agreement, the "**IGA**," and such legislation, the "**IGA Legislation**"), which generally requires an FFI, among other things, to collect and provide to its home country tax authorities substantial information regarding direct and indirect holders of its "financial accounts." There is such an IGA between the United States and Mauritius (the "**Mauritius IGA**"). The Company may be considered an FFI for purposes of FATCA and a financial institution for purposes of the Mauritius IGA and, if so, required to comply with various requirements imposed under FATCA and the Mauritius IGA.

The application of FATCA to interest, principal or other amounts paid with respect to the Notes, amounts paid on Outstanding Assets and any Swap Agreement, and the information reporting obligations of the Company and other entities in the payment chain is not entirely clear. The Company intends to comply with the IGA Legislation implementing the Mauritius IGA such that it should not be subject to FATCA Withholding Tax on payments that it receives. However, no assurance can be given that the Company will be able to comply with the applicable IGA Legislation. If the Company becomes subject to FATCA Withholding Tax on any payments that it receives without any gross-up, such withholding tax could materially affect the Company's ability to make payments in respect of the Notes.

Under the provisions of IGAs as currently in effect, a financial institution that is in compliance with the applicable IGA Legislation would generally not be required to withhold under FATCA or an IGA from payments that it makes. However, certain aspects of the application of FATCA and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Accordingly, FATCA Withholding Tax may be imposed on payments on the Notes if (i) the Notes are treated as equity for U.S. federal income tax purposes, or (ii) the Notes are treated as debt for U.S. federal income tax purposes and are significantly modified more than six months after the date on which applicable final regulations defining "foreign passthru payments" are filed. In either case, such FATCA Withholding Tax may be imposed on any payment to, or through, a

Noteholder that is an FFI if such FFI has not entered into an FFI Agreement or complied with the terms of an applicable IGA and IGA Legislation. However, under recently proposed regulations, any withholding on foreign passthru payments would apply only to passthru payments made on or after the date that is two years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. Taxpayers generally may rely on these proposed regulations until final regulations are issued.

The Company and the applicable withholding agents reserve the right to withhold if they determine, in their good faith discretion, that FATCA Withholding Tax is applicable to a payment on the Notes. If FATCA Withholding Tax were to apply to payments to the Company or in respect of the Notes, there would be no additional amount payable by way of compensation to the Noteholders. An investor that is able to claim the benefits of an income tax treaty between its own jurisdiction and the United States may, in limited circumstances, be entitled to a refund of amounts withheld pursuant to FATCA on payments in respect of the Notes, though the investor would have to file a U.S. tax return to claim this refund and would not be entitled to interest from the IRS for the period prior to the refund.

The FATCA rules are particularly complex. Nothing in this section constitutes or purports to constitute tax advice and Noteholders are not entitled to rely on any provision set out in this section for purposes of making any investment decision, tax decision or otherwise. Each investor should consult its own tax advisor to obtain a more detailed explanation of FATCA and to learn how this legislation might affect it in its particular circumstance.

Mauritius

General

The Company has been issued a Global Business License ("**GB License**") by the Financial Services Commission of Mauritius ("**FSC**") on June 3, 2019 upon having satisfied the FSC that the Company is "centrally managed and controlled" in Mauritius. In its determination, the FSC considers whether the Company:

- has at all times at least two (2) resident directors of appropriate caliber and able to exercise independence of mind and judgment;
- maintains, at all times, its principal bank account in Mauritius;
- keeps and maintains, at all times, its accounting records at a registered office in Mauritius;
- prepares its statutory financial statements and causes its financial statements to be audited in Mauritius; and
- provides for meetings of directors to include at least two (2) directors from Mauritius.

In addition to the above, the Company, as holder of a GB License shall, at all times:

- carry out its core income generating activities in, or from, Mauritius by:
  - employing, either directly or indirectly, a reasonable number of suitably qualified persons to carry out the core activities; and
  - having a minimum level of expenditure, which is proportionate to its level of activities;
- be managed and controlled from Mauritius; and
- be administered by a management company.

Taxation

Under the current provisions of the Income Tax Act 1995 ("**ITA 1995**"), the Company, as a Mauritian company, is taxed on its chargeable income at the rate of 15% in Mauritius. However, the Company will qualify for a partial exemption of 80% on certain types of income such as foreign source dividend and interest. Where a GB License company derives income which is subject to foreign tax, and where the said partial exemption has not been applied, the amount of foreign tax paid may be allowed as a credit against income tax payable in Mauritius in respect of that income.

Section 2 of the ITA 1995 defines the term “foreign source income” as income which is not derived from Mauritius.

Under ITA 1995, interest paid by a corporation holding a GB License to a non-resident not carrying on any business in Mauritius out of its “foreign source income” is not subject to withholding tax in Mauritius. To the extent that the Company holds a GB License, interest paid under the Notes issued to non-residents not carrying on any business in Mauritius out of its ‘foreign source income’ will therefore not be subject to withholding tax in Mauritius.

There is currently no capital duties levied in Mauritius on the issue, transfer, conversion or redemption of the Notes. To the extent that the Company does not hold any immovable properties in Mauritius, any transfer of Notes will be registered free of registration duties. Capital gains derived from the sale of the Notes will not be subject to tax in Mauritius.

The Company has applied for tax residence certificates to be issued by the Mauritius Revenue Authority. These certificates are required for the avoidance of double taxation under the Agreements for the Avoidance of Double Taxation signed between Mauritius and other jurisdictions, including India.

Prospective purchasers of the Notes are urged to consult their own tax advisors in order to fully understand the tax consequences of purchasing the Notes.

CERTAIN ERISA CONSIDERATIONS

The Notes are not permitted to be acquired or held by (a) employee benefit plans as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and subject to Title I of ERISA, including collective investment funds, separate accounts or accounts whose underlying assets are treated as assets of such plans pursuant to the U.S. Department of Labor ("**DOL**") "plan assets" regulation, 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA (collectively, "**ERISA Plans**"), (b) plans not subject to ERISA but subject to Section 4975 of the Code, including IRAs, Keogh Plans which cover only self-employed persons and their spouses and other employee benefit plans for purposes of ERISA or Section 4975 of the Code which cover only the owners of a business (collectively, "**4975 Plans**"), or (c) entities whose underlying assets include plan assets by reason of an investment in the entity by ERISA Plans or 4975 Plans or otherwise (collectively, "**Plan Asset Entities**"). ERISA Plans, 4975 Plans and Plan Asset Entities are collectively referred to as Benefit Plan Investors. Subject to certain restrictions described below, Notes are permitted to be acquired and held by governmental plans, non-electing church plans and other arrangements that are not subject to ERISA or Section 4975 of the Code and are not Benefit Plan Investors (collectively, "**Non-ERISA Plans**").

ERISA imposes fiduciary standards and certain other requirements on ERISA Plans and on those persons who are fiduciaries with respect to ERISA Plans. 4975 Plans are subject to certain restrictions similar to ERISA's prohibited transaction rules. Non-ERISA Plans are subject to applicable state, local or federal law, as well as the restrictions of duties of common law, and may also be subject to prohibited transaction provisions that operate similarly to those under ERISA.

Under the regulations issued by the DOL, as modified by Section 3(42) of ERISA (the "**Plan Asset Regulations**"), unless certain exceptions apply, if a Benefit Plan Investor invests in an "equity interest" of an entity, that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act, the Benefit Plan Investor's assets include both the equity interest and an undivided interest in each of the entity's underlying assets. This "look through" rule will only apply where Benefit Plan Investors own 25 percent or more of the value of any class of equity interest in the entity. For purposes of this 25 percent determination, the value of equity interests held by persons (other than Benefit Plan Investors) that have discretionary authority or control with respect to the assets of the entity or that provide investment advice for a fee (direct or indirect) with respect to such assets (or any affiliate of such person) is disregarded. An equity interest does not include debt (as determined by applicable local law) which does not have substantial equity features.

If the underlying assets of an entity are deemed to be plan assets, those with discretionary authority or control over the entity would be fiduciaries with respect to the entity's assets. The assets of the entity would also be subject to the prohibited transaction rules of ERISA and Section 4975 of the Code, as well as other rules applicable to plan assets.

The Issuer believes that the proper characterization of the Notes for U.S. federal income tax purposes is uncertain. The DOL may view the Notes as having substantial equity features. Further, the Issuer will not be able to monitor the Noteholders' status as Benefit Plan Investors. Accordingly, the Notes are not permitted to be acquired or held by any Benefit Plan Investor.

Non-ERISA Plans are permitted to acquire and hold the Notes, subject to certain restrictions described below. Each Non-ERISA Plan acquiring and holding the Notes will be deemed to have represented and warranted that the acquisition, holding and disposition of the Notes do not and will not violate any statute, regulation, administrative decision, policy or other legal authority applicable to the Non-ERISA Plan and the acquisition, holding and disposition of the Notes or any interest therein do not and will not result in the assets of the Issuer being considered plan assets of such Non-ERISA Plan. Non-ERISA Plans are generally not subject to ERISA nor do the prohibited transaction provisions of ERISA or Section 4975 of the Code apply to these types of plans. However, governmental plans (as described in Section 3(32) of ERISA), are subject to prohibitions on related-party transactions under Section 503 of the Code, which prohibitions operate similarly to the prohibited transaction rules under ERISA or Section 4975 of the Code, and other Non-ERISA Plans may be subject to similar prohibitions. Accordingly, the fiduciary of a Non-ERISA Plan must consider applicable state or local laws, if any, imposed upon such plan before purchasing and holding a Note or any interest therein.

BY ITS PURCHASE AND HOLDING OF A NOTE OR ANY INTEREST THEREIN, THE PURCHASER AND/OR HOLDER THEREOF AND EACH TRANSFEREE WILL BE DEEMED TO HAVE

REPRESENTED AND WARRANTED AT THE TIME OF ITS PURCHASE AND THROUGHOUT THE PERIOD THAT IT HOLDS SUCH NOTE OR INTEREST THEREIN THAT (1) IT IS NOT AND WILL NOT BE (A) AN EMPLOYEE BENEFIT PLAN AS DESCRIBED IN SECTION 3(3) OF ERISA THAT IS SUBJECT TO THE PROVISIONS OF TITLE I OF ERISA, (B) A PLAN TO WHICH SECTION 4975 OF THE CODE APPLIES OR (C) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS FOR PURPOSES OF ERISA OR SECTION 4975 OF THE CODE BY REASON OF AN INVESTMENT IN THE ENTITY BY A PERSON DESCRIBED IN (A) OR (B) ABOVE OR OTHERWISE, (2) IF IT IS A GOVERNMENTAL PLAN, AS DEFINED IN SECTION 3(32) OF ERISA, OR OTHER PLAN OR ARRANGEMENT THAT IS NOT SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, THE ACQUISITION, HOLDING AND DISPOSITION OF THE NOTES OR ANY INTEREST THEREIN DO NOT AND WILL NOT VIOLATE ANY STATUTE, REGULATION, ADMINISTRATIVE DECISION, POLICY OR ANY OTHER LEGAL AUTHORITY APPLICABLE TO SUCH GOVERNMENTAL PLAN OR OTHER PLAN OR ARRANGEMENT THAT IS NOT SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, AND THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR ANY INTEREST HEREIN DO NOT AND WILL NOT RESULT IN THE ASSETS OF THE ISSUER OF THE NOTES BEING CONSIDERED PLAN ASSETS OF SUCH GOVERNMENTAL PLAN OR OTHER PLAN NOT SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, AND (3) IT WILL NOT SELL OR OTHERWISE TRANSFER ANY NOTE OR INTEREST THEREIN TO ANY PERSON WITHOUT FIRST OBTAINING THE SAME FOREGOING REPRESENTATIONS, WARRANTIES AND COVENANTS FROM THAT PERSON.

The foregoing is not intended to be exhaustive and the law governing investments by Benefit Plan Investors and Non-ERISA Plans is subject to extensive administrative and judicial interpretations. The foregoing discussion should not be construed as legal advice. Any potential purchaser or holder of Notes should consult counsel with respect to issues arising under ERISA, the Code and other applicable laws and make their own independent decisions.

PLAN OF DISTRIBUTION

The Company intends to offer the Notes through Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited and J.P. Morgan Securities plc (the "**Initial Purchasers**"). Subject to the terms and conditions of a purchase agreement dated October 20, 2020 between the Company and the Initial Purchasers (the "**Purchase Agreement**"), the Company has agreed to sell to the Initial Purchasers, and each of the Initial Purchasers has agreed, severally and not jointly, to purchase from the Company, the principal amount of Notes set forth opposite its name below.

Initial Purchaser	**Principal amount of Notes**
	(US$)
Barclays Bank PLC	108,334,000
The Hongkong and Shanghai Banking Corporation Limited	108,333,000
J.P. Morgan Securities plc	108,333,000
Total	**325,000,000**

Subject to the terms and conditions set forth in the Purchase Agreement, the Initial Purchasers have agreed, severally and not jointly, to purchase all of the Notes sold under the Purchase Agreement if any of these Notes are purchased. The Purchase Agreement also provides that the obligation of the Initial Purchasers to purchase the Notes is subject to approval of legal matters by their counsel, including the validity of the Notes, and other conditions contained in the Purchase Agreement, such as the receipt by the Initial Purchasers of officers' certificates and legal opinions. The Initial Purchasers reserve the right to withdraw, cancel or modify offers to investors and to reject orders in whole or in part.

The Initial Purchasers initially propose to offer the Notes for resale at the issue price that appears on the cover of this offering memorandum. After the initial offering, the Initial Purchasers may change the offering price and any other selling terms without notice. The Initial Purchasers may offer and sell Notes through certain of their affiliates.

Pursuant to the Purchase Agreement, the Company has agreed to indemnify the Initial Purchasers against certain liabilities, including liabilities under the Securities Act. The Company will also pay the Initial Purchasers a commission and pay certain expenses relating to the offering.

To the extent the Initial Purchasers intend to make any offers or sales of the Notes in the United States, or to nationals or residents of the United States, they will do so only through one or more registered broker-dealers in compliance with applicable securities laws and regulations, as well as with applicable laws of the various states.

No Sales of Similar Securities

The Company has agreed that it will not, for a period of ninety (90) days from the date of this offering memorandum, without first obtaining the prior written consent of Initial Purchasers, directly or indirectly, offer, sell, contract to sell, issue or otherwise dispose of any U.S. dollar-denominated debt securities issued or guaranteed by it, or warrants to purchase debt securities substantially similar to the Notes, except for the Notes sold to the Initial Purchasers pursuant to the Purchase Agreement.

New Issue of Securities

The Notes will constitute a new class of securities with no established trading market. Application will be made to the SGX-ST for the listing and quotation of the Notes on the Official List of the SGX-ST. However, the Company cannot guarantee that the Notes will remain listed on the SGX-ST or the prices at which the Notes will sell in the market after the offering will not be lower than the initial offering price or that an active trading market for the Notes will develop and continue after the offering. The Company does not intend to apply for listing of the Notes on any national securities exchange in the United States or for quotation of the Notes on any automated dealer quotation system in the United States. The Initial Purchasers have advised the Company that they presently intend to make a market in the Notes after completion of this offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice and at their sole discretion. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes.

If an active trading market for the Notes does not develop or is not maintained, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, the Company's operating performance and financial condition, general economic conditions and other factors.

Delivery, Payment and Settlement

It is expected that delivery of Notes will be made against payment therefor on the relevant Issue Date, which will be three (3) business days following the date of pricing. Under Rule 15c6-1 of the Exchange Act, trades in the U.S. secondary market generally are required to settle within two (2) business days ("**T+2**"), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes in the United States prior to their date of delivery, may be required, by virtue of the fact that such Notes initially will settle T+3, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Notes may be affected by such local settlement practices and, in the event that an Issue Date is more than three (3) business days following the relevant date of pricing, purchasers of Notes who wish to trade Notes between the date of pricing and the date that is three (3) business days prior to the relevant Issue Date should consult their own advisor.

Price Stabilization and Short Positions

In connection with the offering, the Initial Purchasers may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Initial Purchasers may over-allot this offering, creating a syndicate short position. The Initial Purchasers may bid for and purchase Notes in the open market to cover syndicate short positions. In addition, the Initial Purchasers may bid for and purchase Notes in the open market to stabilize the price of the Notes. These activities may stabilize or maintain the market price of the Notes above independent market levels. The Initial Purchasers are not required to engage in these activities, and may end any of these activities at any time.

Other Relationships

The Initial Purchasers and certain of their affiliates may have performed and expect to perform various investment banking, transaction banking, commercial lending, consulting and financial advisory services to the Company or its affiliates in the ordinary course of business for which they may receive customary fees and expenses and may, from time to time, directly or indirectly through affiliates, enter into hedging or other derivative transactions, including swap agreements, future or forward contracts, option agreements or other similar arrangements with the Company or its affiliates, which may include transactions relating to its obligations under the Notes, all to the extent permitted under the Trust Deed. Each of Barclays Bank PLC, The Hongkong and Shanghai Banking Corporation Limited and JPMorgan Chase Bank, N.A. may enter into Swap Transactions with the Company.

In addition, in the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their clients. Such investments and securities activities may involve the Company's securities and/or financial or those of its affiliates. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may hold, or recommend to clients that they acquire long and/or short positions in, such securities and instruments. The Initial Purchasers or their respective affiliates may also purchase Notes for their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to the Notes and/or other securities of the Company or its associates at the same time as the offer and sale of the Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Notes to which this offering memorandum relates (notwithstanding that such selected counterparties may also be purchasers of the Notes). As a result of such transactions, the Initial Purchasers or their affiliates may hold long or short positions relating to the Notes.

While each Initial Purchaser and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause an Initial Purchaser or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes. Each Initial Purchaser may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Notes.

Selling Restrictions

General

No action has been or will be taken in any jurisdiction by the Company or the Initial Purchasers that would permit a public offering of the Notes or the possession, circulation or distribution of this offering memorandum (in preliminary or final form) or any other material relating to the Company or the Notes in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this offering memorandum nor any other offering material or advertisements in connection with the Notes may be distributed or published in or from any country or jurisdiction, except in compliance with any applicable rules and regulations of any such country or jurisdiction. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Initial Purchasers or any affiliate of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Company in such jurisdiction. Persons into whose hands this offering memorandum comes are required by the Company and the Initial Purchasers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the Notes or have in their possession, distribute or publish this offering memorandum (in preliminary or final form) or any other offering material relating to the Notes, in all cases at their own expense. This offering memorandum does not constitute an offer to purchase or a solicitation of an offer to sell in any jurisdiction where such offer or solicitation would be unlawful. Persons into whose possession this offering memorandum comes are advised to inform themselves about and to observe any restrictions relating to the offering, the distribution of this offering memorandum and resales of the Notes. See "*Transfer Restrictions*" of this offering memorandum.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States or to U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any other applicable laws. See "*Transfer Restrictions*" of this offering memorandum for a description of other restrictions on the transfer of Notes.

In addition, the Company will not be registered under the Investment Company Act, in reliance on the exclusion from the definition of "investment company" provided under Section 3(c)(7) of the Investment Company Act.

Each Initial Purchaser has represented and agreed that it has offered and sold the Notes, and agrees that it will offer and sell the Notes, only in accordance with Rule 903 of Regulation S or Rule 144A under the Securities Act. Accordingly, neither it, its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used in this paragraph and not otherwise defined herein have the meanings given to them by Regulation S.

Each Initial Purchaser has represented, warranted, undertaken and agreed that neither it nor any of its affiliates (as defined in Rule 501(b) of Regulation D), nor any person acting on its or their behalf has engaged or will engage in any form of "general solicitation or general advertising" (within the meaning of Regulation D) in connection with any offer and sale of the Notes in the United States. Each Initial Purchaser may, through its respective U.S. registered broker dealer affiliates, arrange for the offer and resale of the Notes in the United States only to QIBs that are QPs in accordance with Rule 144A.

Each Initial Purchaser has represented, warranted, undertaken and agreed that it has offered and sold and will offer and sell the Notes in the United States only to persons whom it reasonably believes are QIBs and QPs who can represent that: (a) they are QIBs who are also QPs; (b) they are not broker dealers who own and invest on a discretionary basis less than US$25 million in securities of unaffiliated issuers; (c) they are not a participant-directed employee plan, such as a 401(k) plan; (d) they are acting for their own account, or the account of one or more QIBs each of which is a QP; (e) they are not formed for the purpose of investing in the Notes or the Company; (f) each account for which they are purchasing will hold and transfer at least US$250,000 in principal amount of Notes at any time; (g) they understand that the Company may receive a list of participants holding positions in its securities from one or more book entry depositories; and (h) they will provide notice of the transfer restrictions set forth in the prospectus to any subsequent transferees. In connection with the offer and resale of the Notes in the United States, each Initial Purchaser has represented and agreed that it is a QIB who is also a QP.

In addition, until forty (40) days after the commencement of this offering of the Notes, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A. Each purchaser of the Notes will be deemed to have made acknowledgments, representations and agreements as described under "*Transfer Restrictions*" of this offering memorandum.

The People's Republic of China

Each Initial Purchaser has represented and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by applicable laws of the People's Republic of China.

Hong Kong

Each Initial Purchaser has represented and agreed that:

(a) it has not offered or sold and will not offer or sell in Hong Kong by means of any document, any Notes other than (1) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (2) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

This offering memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the "**MAS**"). Accordingly, each Initial Purchaser has represented and agreed that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute this offering memorandum, or any other document or material in connection with the offer or sale or invitation for subscription or purchase of such Notes, whether directly or indirectly, to any persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**"), as modified or amended from time to time) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six (6) months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor under Section 274 of the SFA under Section 274 of the SFA or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Company has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

United Kingdom

Each Initial Purchaser has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Market Act 2000 Financial Promotion ("**FSMA**")) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

European Economic Area

Each Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this offering memorandum in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(b) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Switzerland

The Notes may not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and will not be listed on the SIX Swiss Exchange or any other trading venue (exchange or multilateral trading facility) in Switzerland. This document is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. Neither this offering memorandum nor any other offering or marketing material relating to the Notes constitutes (i) a prospectus pursuant to the FinSA, (ii) a listing prospectus within the meaning of the listing rules of the SIX Swiss

Exchange Ltd. or any other trading venue or (iii) a simplified prospectus or a prospectus, as such terms are defined in the Swiss Collective Schemes Act. Neither this offering memorandum nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland. Neither this offering memorandum nor any other offering or marketing material relating to the offering, the Company, or the Notes have been or will be filed with, or approved by, any Swiss regulatory authority. The Notes are not subject to the supervision by the Swiss Financial Markets Supervisory Authority (FINMA) and investors in the Notes will not benefit from protection or supervision by FINMA. The Notes are being offered in Switzerland by way of a private placement only (i.e., to a limited number of selected investors only), without any public advertisement and only to investors who do not purchase the Notes with the intention to distribute them to the public. This document, as well as any other offering or marketing material relating to the Notes, is personal and confidential and does not constitute an offer to any other person. This document, as well as any other offering or marketing material relating to the Notes, may only be used by those investors to whom it has been handed out in connection with the offering described herein and may neither, directly nor indirectly, be distributed or made available to other persons without the Company's express consent. This document, as well as any other offering or marketing material relating to the Notes, may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

TRANSFER RESTRICTIONS

You are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of any of the Notes offered hereby.

The Notes have not been and will not be registered under the Securities Act, or any state securities laws, and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. In addition, the Company will not be registered under the Investment Company Act, in reliance on the exclusion under Section 3(c)(7) of the Investment Company Act. Accordingly, the Notes offered hereby are being offered and sold only to QIBs who are also QPs and to non-U.S. Investors outside the United States in an offshore transaction in accordance with Rule 903 under the Securities Act. The Notes may not be offered or sold within the United States or to U.S. Investors except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Company is offering and selling the Notes to the Initial Purchasers for re-offer and resale only:

(A) in the United States to "qualified institutional buyers," commonly referred to as "QIBs," as defined in Rule 144A in compliance with Rule 144A, who are also "qualified purchasers," commonly referred to as "QPs," as defined in Section 2(a)(51)(A) of the Investment Company Act; and

(B) outside the United States in an offshore transaction in accordance with Rule 903 under the Securities Act to persons other than U.S. persons or U.S. residents (defined as "U.S. persons" under Regulation S, as such term has been interpreted by the U.S. Securities and Exchange Commission Staff in the context of Section 7(d) of the Investment Company Act).

The Company uses the terms "U.S. persons," "offshore transaction" and "United States" with the meanings given to them in Regulation S.

Each purchaser of Notes, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed and each person wishing to transfer an interest from one Registered Global Certificate to another will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

(1) that it understands and acknowledges that the Company will not be registered under the Investment Company Act, in reliance on the exclusion under Section 3(c)(7) of the Investment Company Act, and that the Company may be considered a "covered fund" for purposes of the Volcker Rule in the absence of an applicable exclusion from the definition of "covered fund." The definition of "covered fund" in the Volcker Rule generally includes, among other things, any entity that would be an investment company under the Investment Company Act, but for the exclusions provided under Section 3(c)(1) or 3(c)(7) thereunder. If the Company is deemed to be a "covered fund" for purposes of the Volcker Rule and the Notes are determined to constitute "ownership interests" for purposes of the Volcker Rule, then "banking entities" (as defined in the Volcker Rule) would generally be prohibited under the Volcker Rule from, among other things, acquiring or retaining the Notes, unless such "banking entity" could rely on an applicable exemption from the Volcker Rule's covered fund-related prohibitions. Each purchaser of Notes must make its own determination as to whether it is a "banking entity" subject to the Volcker Rule and, if applicable, the potential impact of the Volcker Rule on its ability to purchase or retain the Notes;

(2) that in the case of a Rule 144A Global Certificate, it, and each person for which it is acting, is both a QIB and a QP and is acquiring such Note (or beneficial interest therein) for its own account or for the account or accounts of one or more other persons, each of which is both a QIB and a QP,

and:

(a) it, and each person for which it is acting, is aware that the sale, resale, pledge, exchange or other transfer of such Note (or beneficial interest therein) is being made in a transaction that is exempt from the registration requirements of the Securities Act pursuant to the requirements of Rule 144A;

(b) it, and each person for which it is acting, is not a broker-dealer which owns and invests on a discretionary basis less than US$25 million in securities of issuers unaffiliated with such broker-dealer;

(c) it, and each person for which it is acting, is not a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, such as a 401(k) plan, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A, holding the assets of such plan unless the investment decisions with respect to such plan are made solely by the fiduciary, trustee or sponsor of such plan or trust fund;

(d) it, and each account for which it is purchasing or otherwise acquiring such Note (or beneficial interest therein), will purchase, hold or transfer at least US$250,000 (or its equivalent in any other currency in which the Notes may be issued) of the Notes (or beneficial interest therein);

(e) it, and each person for which it is acting, was not formed, reformed or recapitalized for the specific purpose of investing in such Notes (or beneficial interest therein) and/or other securities of the Company (unless all of the beneficial owners of such entity's securities are both QIBs and QPs);

(f) if it, or any person for which it is acting, is an investment company excepted from the Investment Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereof (or a foreign investment company under Section 7(d) thereof relying on Section 3(c)(1) or 3(c)(7) with respect to its holders that are U.S. Persons) and was formed on or before April 30, 1996, it has received the consent of its beneficial owners who acquired their interests on or before April 30, 1996, with respect to its treatment as a QP in the manner required by Section 2(a)(51)(C) of the Investment Company Act and the rules promulgated thereunder;

(g) it, and each person for which it is acting, is not a corporation, partnership, common trust fund, special trust, pension fund or retirement plan, or other entity, in which the shareholders, partners, beneficiaries, beneficial owners, participants or other equity owners, as the case may be, may designate the particular investments to be made, or the allocation thereof, unless all such shareholders, partners, beneficiaries, owners, participants or other equity owners are both QIBs and QPs;

(h) it, and each person for which it is acting, has not invested more than 40% of its assets in such Notes (or beneficial interest therein) and/or other securities of the Company after giving effect to the purchase of such Note (or beneficial interest therein) (unless all of the beneficial owners of such entity's securities are both QIBs and QPs);

(i) it, and each person for which it is acting, understands that the Company will not register as an investment company under the Investment Company Act and that the Company is relying on the exemption provided by Section 3(c)(7) of the Investment Company Act in doing so. It, and each person for which it is acting, also understands and agrees that the Company and the Transfer Agent shall have the right to request and receive such additional documents, certifications, representations and undertakings, from time to time, as the Company and the Transfer Agent may deem necessary in order to comply with applicable legal requirements;

(j) it, and each person for which it is acting, agrees that the Company shall be entitled to require any holder of a Rule 144A Global Certificate (or any holder of a beneficial interest therein) that is determined not to have been both a QIB and a QP (and to have met the other requirements set forth in this paragraph (j)) at the time of acquisition of such Rule 144A Global Certificate (or such beneficial interest) to sell such Rule 144A Global Certificate (or such beneficial interest) or, alternatively, the Company shall be entitled to redeem such Rule 144A Global Certificate (or such beneficial interest), in accordance with the provisions applicable to such Note;

(k) it, and each person for which it is acting, understands that the Company may receive a list of the participants from DTC or any other depositary holding beneficial interests in the Rule 144A Global Certificates;

(l) it, and each person for which it is acting, will provide notice of these transfer restrictions to any subsequent transferees and agrees not to act as a swap counterparty or other type of intermediary whereby any other party will acquire an economic or beneficial interest in the Notes acquired or reoffer, resell, pledge or otherwise transfer a Note (or any beneficial interest therein) to any person except to a person that (x) meets all of the requirements in paragraphs (a) through this paragraph (l) and (y) agrees not to subsequently transfer such Note or such beneficial interest therein except in accordance with these transfer restrictions; and

(m) it, and each person for which it is acting, understands that any sale or transfer to a person that does not comply with the requirements set forth in these paragraphs (a) through (l) will be null and void *ab initio* and not honored by the Company;

(3) that in the case of a Regulation S Global Certificate, it is outside the United States and is not a U.S. Investor and:

(a) it, and each person for which it is acting is a Non-U.S. Investor acquiring the Notes (or a beneficial interest therein) in an offshore transaction meeting the requirements of Rule 903 or Rule 904 of Regulation S and in a principal amount of not less than US$250,000 (or its equivalent in any other currency in which the Notes may be issued);

(b) it, and each person for which it is acting, understands that any resale or other transfer of the Notes (or beneficial interests therein) in the United States or to any U.S. Persons to any person other than a person who is both a QIB and a QP, taking delivery in the form of a Rule 144A Global Certificate (or a beneficial interest therein), and meets the other requirements set forth under these transfer restrictions, shall not be permitted; and

(c) it, and each person for which it is acting, agrees that the Company shall be entitled to require any holder of a Regulation S Global Certificate (or any holder of a beneficial interest therein) that is determined not to have been a Non-U.S. Investor acquiring such Regulation S Global Certificate (or beneficial interest therein) in an offshore transaction at the time of acquisition of such Note (or such beneficial interest) to sell such Note (or such beneficial interest) or, alternatively, the Company shall be entitled to redeem such Regulation S Global Certificate (or such beneficial interest), in accordance with the provisions applicable to such Note;

(4) that, in addition to the restrictions set forth in paragraphs (2) and (3) above:

(a) it understands that the Notes are being offered only in transactions not involving any public offering within the meaning of the Securities Act and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (A)(i) to a person whom the purchaser reasonably believes is a person that is both a QIB and a QP purchasing for its own account or for the account of a person that is both a QIB and a QP as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A or (ii) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S and (B) in accordance with all applicable securities laws of the states of the United States, the transfer restrictions and the legend on such Notes;

(b) it is not purchasing the beneficial interests in the Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. It understands that an investment in the Notes involves certain risks, including the risk of loss of its entire investment in the Notes under certain circumstances. It, and each person for whom it is acting, has had access to this offering memorandum and such additional financial and other information concerning the Company and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the beneficial interest in the Notes, including an opportunity to ask questions of and request information from the Company and to verify the accuracy of the information included or incorporated by reference herein that the Company or the Initial Purchasers could provide without unreasonable effort or expense. It understands and acknowledges that it must be prepared to hold its beneficial interest in the Note until maturity and that no representation has been made as to availability of any exemption under the Securities Act or any state securities laws or securities laws of any other jurisdiction for resale of the beneficial interests in the Notes;

(c) if a beneficial interest in a Rule 144A Global Certificate is transferred to a Non-U.S. Investor that is acquiring such Note in an offshore transaction in compliance with Rule 903 or Rule 904 of Regulation S under the Securities Act, the transferee will take such beneficial interest in the form of a beneficial interest (in the denomination so transferred) in a Regulation S Global Certificate;

(d) if a beneficial interest in a Regulation S Global Certificate is transferred to a person that is both a QIB and a QP in a transaction exempt from the registration requirements of the Securities Act pursuant to Rule 144A (in which case the transferor will inform the transferee that the transfer is being made in reliance on Rule 144A, the transferee will take such beneficial interest in the form of a beneficial interest (in the denomination so transferred) in a Rule 144A Global Certificate;

(e) either (1) (A) it is not, and for so long as it holds any beneficial interest in any Notes will not be: (i) an "employee benefit plan" subject to Part 4 of Subtitle B of Title I of ERISA; (ii) a "plan" to which Section 4975 of the Code applies; or (iii) an entity whose underlying assets include "plan assets" (within the meaning of Section 3(42) of ERISA and United States Department of Labor Regulation 29 C.F.R. § 2510.3-101) by reason of such employee benefit plan or plan's investment in such entity or otherwise (each of (i), (ii), and (iii), a "**Benefit Plan Investor**"); (2) if it is a governmental plan (within the meaning of Section 3(32) of ERISA) or other plan or arrangement that is not subject to Title I of ERISA or Section 4975 of the Code, its purchase and holding of this Note will not violate any statute, regulation, administrative decision, policy or any other legal authority applicable to such governmental plan or other plan or arrangement that is not subject to Title I of ERISA or Section 4975 of the Code, and its purchase and holding of this Note will not result in the assets of the Company being considered plan assets of such governmental plan or other plan not subject to Title I of ERISA or Section 4975 of the Code; and (3) it will not sell or otherwise transfer this Note or any beneficial interest therein to any person without first obtaining the same foregoing representations, warranties and covenants from that person;

(f) in connection with the purchase of the Notes: (A) none of the Company, the Note Trustee, the Agents or the Initial Purchasers, is acting as a fiduciary or financial or investment advisor for the holder; (B) it is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company, the Note Trustee, the Agents or the Initial Purchasers other than any such representations of the Company as may be specifically set forth in the offering memorandum or applicable pricing supplement for such Notes, and any representations expressly set forth in a written agreement with such party; (C) none of the Company, the Note Trustee, the Agents or the Initial Purchasers has given to the holder (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Notes; (D) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction) based upon its own judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Company, the Principal Paying Agent or the Initial Purchasers; (E) it has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the

Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (F) it is a sophisticated investor;

(g) for so long as the Company relies on the exemption from the Investment Company Act provided by Section 3(c)(7) and the Notes are held through DTC, the Notes shall bear the applicable Rule 144A and Regulation S legend, the applicable legends shall not be removed and the Company shall provide the information needed for a QIB/QP to transfer the Notes pursuant to Rule 144A; and

(h) any purported transfer of a Note not in accordance with these transfer restrictions shall be null and void *ab initio* and shall not be given effect for any purpose;

(5) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraphs (2), (3) and (4) above;

(6) that Notes initially offered in the United States to QIB/QPs will be represented by one or more Rule 144A Global Certificates and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Certificates;

(7) that the Notes represented by a Rule 144A Global Certificate and Rule 144A Global Certificates that are individual definitive certificates will bear a legend to the following effect unless otherwise agreed to by the Company:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND INDIA GREEN ENERGY HOLDINGS (THE "**COMPANY**") HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). IN RELIANCE ON THE EXEMPTION FROM THE DEFINITION OF "INVESTMENT COMPANY" PROVIDED BY SECTION 3(c)(7) THEREOF. BENEFICIAL INTERESTS IN THIS NOTE MAY BE SOLD, REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY: (A) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**") TO A PERSON THAT THE SELLER REASONABLY BELIEVES IS BOTH A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A), (A "**QUALIFIED INSTITUTIONAL BUYER**" OR "**QIB**") AND A "QUALIFIED PURCHASER" (AS DEFINED IN SECTION 2(a)(51)(A) OF THE INVESTMENT COMPANY ACT AND THE RULES AND REGULATIONS THEREUNDER) (A "**QUALIFIED PURCHASER**" OR "**QP**"), PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER THAT IS ALSO A QUALIFIED PURCHASER OR (B) TO A PERSON THAT IS NEITHER A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT ("**REGULATION S**") NOR A U.S. RESIDENT (DEFINED AS A "U.S. PERSON" UNDER REGULATION S, AS SUCH TERM HAS BEEN INTERPRETED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION IN THE CONTEXT OF SECTION 7(D) OF THE INVESTMENT COMPANY ACT) (A "**NON-U.S. INVESTOR**"), IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR 904 OF REGULATION S TAKING AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE, AND IN EACH CASE (1) UPON DELIVERY OF ALL CERTIFICATIONS, OPINIONS AND OTHER DOCUMENTS THAT THE COMPANY OR THE TRANSFER AGENT MAY REQUIRE AND (2) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

ANY SALE OR TRANSFER OF THE NOTE EVIDENCED BY THIS RULE 144A GLOBAL CERTIFICATE OR BENEFICIAL INTERESTS THEREIN TO A PERSON THAT DOES NOT COMPLY WITH THE REQUIREMENTS SET FORTH HEREIN WILL BE NULL AND VOID *AB INITIO* AND NOT HONORED BY THE COMPANY. IF AT ANY TIME THE COMPANY DETERMINES IN GOOD FAITH THAT A HOLDER OR BENEFICIAL

OWNER OF THE NOTES EVIDENCED BY THIS RULE 144A GLOBAL CERTIFICATE OR BENEFICIAL INTERESTS THEREIN IS IN BREACH, AT THE TIME GIVEN, OF ANY OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED, THE COMPANY SHALL REQUIRE SUCH HOLDER TO TRANSFER THE NOTES EVIDENCED BY THIS RULE 144A GLOBAL CERTIFICATE (OR INTEREST THEREIN) TO A TRANSFEREE ACCEPTABLE TO THE COMPANY WHO IS ABLE TO AND WHO DOES SATISFY ALL OF THE REQUIREMENTS SET FORTH HEREIN AND IN THE TRUST DEED. PENDING SUCH TRANSFER, SUCH HOLDER WILL BE DEEMED NOT TO BE THE HOLDER OF THE NOTES EVIDENCED BY THIS RULE 144A GLOBAL CERTIFICATE (OR INTEREST THEREIN) FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, RECEIPT OF PRINCIPAL AND INTEREST PAYMENTS ON THE NOTES EVIDENCED BY THIS RULE 144A GLOBAL CERTIFICATE, AND SUCH HOLDER WILL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN THE NOTES EVIDENCED BY THIS RULE 144A GLOBAL CERTIFICATE EXCEPT AS OTHERWISE REQUIRED TO SELL ITS INTEREST THEREIN AS DESCRIBED HEREIN.;"

(8) if it is outside the United States and is not a U.S. Person, that if it should resell or otherwise transfer the Notes, it will do so only (a)(i) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (ii) to a QIB/QP in compliance with Rule 144A and (b) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Notes represented by Regulation S Global Certificates and Regulation S Certificates that are individual definitive certificates will bear a legend to the following effect unless otherwise agreed to by the Company:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND INDIA GREEN ENERGY HOLDINGS (THE "**COMPANY**") HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). IN RELIANCE ON THE EXEMPTION FROM THE DEFINITION OF "INVESTMENT COMPANY" PROVIDED BY SECTION 3(c)(7) THEREOF. BENEFICIAL INTERESTS IN THIS NOTE MAY BE SOLD, REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO A PERSON THAT IS NEITHER A U.S. PERSON (AS DEFINED IN REGULATION S OF THE SECURITIES ACT ("**REGULATION S**") NOR A US RESIDENT (DEFINED AS A "**U.S. PERSON**" UNDER REGULATION S, AS SUCH TERM HAS BEEN INTERPRETED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION IN THE CONTEXT OF SECTION 7(D) OF THE INVESTMENT COMPANY ACT) (A "**NON-U.S. INVESTOR**"), IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR 904 OF REGULATION S TAKING AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE OR (B) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") TO A PERSON THAT THE SELLER REASONABLY BELIEVES IS BOTH A "**QUALIFIED INSTITUTIONAL BUYER**" (AS DEFINED IN RULE 144A) (A "QUALIFIED INSTITUTIONAL BUYER" OR "**QIB**") AND A "**QUALIFIED PURCHASER**" (AS DEFINED IN SECTION 2(a)(51)(A) OF THE INVESTMENT COMPANY ACT AND THE RULES AND REGULATIONS THEREUNDER) (A "**QUALIFIED PURCHASER**" OR "**QP**"), PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER THAT IS ALSO A QUALIFIED PURCHASER (AND MEETS THE OTHER REQUIREMENTS FOR RULE 144A GLOBAL CERTIFICATES) AND (C) IN EACH CASE (1) UPON DELIVERY OF ALL CERTIFICATIONS, OPINIONS AND OTHER DOCUMENTS THAT THE COMPANY OR THE TRANSFER AGENT MAY REQUIRE AND (2) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

ANY SALE OR TRANSFER OF THE NOTE EVIDENCED BY THIS REGULATION S GLOBAL CERTIFICATE OR BENEFICIAL INTERESTS THEREIN TO A PERSON THAT DOES NOT COMPLY WITH THE REQUIREMENTS SET FORTH HEREIN WILL BE NULL AND VOID *AB INITIO* AND NOT HONOURED BY THE COMPANY. IF AT ANY

TIME THE COMPANY DETERMINES IN GOOD FAITH THAT A HOLDER OR BENEFICIAL OWNER OF THE NOTES EVIDENCED BY THIS REGULATION S GLOBAL CERTIFICATE OR BENEFICIAL INTERESTS THEREIN IS IN BREACH, AT THE TIME GIVEN, OF ANY OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED, THE COMPANY SHALL REQUIRE SUCH HOLDER TO TRANSFER THE NOTES EVIDENCED BY THIS REGULATION S GLOBAL CERTIFICATE (OR INTEREST THEREIN) TO A TRANSFEREE ACCEPTABLE TO THE COMPANY WHO IS ABLE TO AND WHO DOES SATISFY ALL OF THE REQUIREMENTS SET FORTH HEREIN AND IN THE TRUST DEED. PENDING SUCH TRANSFER, SUCH HOLDER WILL BE DEEMED NOT TO BE THE HOLDER OF NOTES EVIDENCED BY THIS REGULATION S GLOBAL CERTIFICATE (OR INTEREST THEREIN) FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, RECEIPT OF PRINCIPAL AND INTEREST PAYMENTS ON THE BONDS EVIDENCED BY THIS REGULATION S GLOBAL CERTIFICATE, AND SUCH HOLDER WILL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN THE NOTES EVIDENCED BY THIS REGULATION S GLOBAL CERTIFICATE EXCEPT AS OTHERWISE REQUIRED TO SELL ITS INTEREST THEREIN AS DESCRIBED HEREIN.;" and

(9) that the Company and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of such acknowledgments, representations or agreements made by it are no longer accurate, it shall promptly notify the Company; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account; and that it and any investor account or accounts for which it is purchasing the Notes, and each subsequent holder of the Notes by its acceptance thereof will be deemed to agree to provide the Company or any other applicable person, upon request, any information with respect to its investment in the Notes that is necessary for the Company or such applicable person to meet any reporting obligations with respect to FATCA.

LEGAL MATTERS

Certain legal matters in connection with this offering will be passed upon for the Non-Convertible Debentures Issuers in relation to the Non-Convertible Debentures by Latham & Watkins LLP as to matters of English and U.S. federal securities laws and Cyril Amarchand Mangaldas as to matters of Indian law.

Certain legal matters in connection with this offering will be passed upon for the Company by Appleby as to matters of Mauritius law.

Certain legal matters in connection with this offering will be passed upon for the Initial Purchasers by Linklaters Singapore Pte Ltd as to matters of English and U.S. federal securities laws and Talwar Thakore & Associates as to matters of Indian law.

ENFORCEABILITY OF CIVIL LIABILITIES

The courts of Mauritius will recognize, enforce and give effect to a judgment of the U.S. federal courts and the courts of New York upon *exequatur* proceedings without re-examining the issues except where:

- the foreign judgment is invalid, not final and incapable of execution in the jurisdiction in which it was delivered, notwithstanding that an appeal may be pending against it or it may still be subject to an appeal in such country;

- the foreign judgment is contrary to any principle affecting public policy in Mauritius;

- the foreign court which delivered the said judgment did not have jurisdiction to hear the claim;

- the Mauritian conflict of laws rules were not respected;

- there has been any fraude à la loi, i.e., any malice, bad faith and fraud on and in the choice of law and jurisdiction clauses;

- the Company had not been regularly summoned to attend the proceedings before the foreign court; and

- the foreign judgment is not duly registered with the relevant authority in Mauritius and is therefore liable to be set aside.

REGULATION

Exchange control

Foreign exchange controls have been suspended indefinitely in Mauritius.

Registration of documents under Mauritius laws

Save for certain security documents such as fixed and/or floating charges, it is not necessary or advisable under the laws of Mauritius that a document be filed, registered with any authority or any tax or duty whatsoever be paid or any consent, approval or authorization of any person or authority (including, without limitation, any tax or other monetary authority) be obtained or any other action whatsoever be taken, to ensure the legality, validity, enforceability and the admissibility in evidence of that document.

However, any document may be registered with the Registrar General of Mauritius if it is intended to give a "*date certaine*" thereto, which date cannot, as a matter of evidence, be disputed in the Mauritius courts. Pursuant to section 5 of the Registration Duty Act 1804, to the extent that a document liable to duty is not drawn up in Mauritius, such document must be registered with the Registrar General if it is intended to make use of such documents in Mauritius, for example by the extra judicial service of a notice of claim ("*mise en demeure*") on a Mauritius company.

In accordance with the express provisions the Mauritian Civil Code (vide Art 2202-9) and notwithstanding the contractual date of the Mauritius Fixed and Floating Charge (being the date on which parties entered into the Mauritius Fixed and Floating Charge), the Mauritius Fixed and Floating Charge shall only be deemed to be (i) validly created and perfected, and (ii) effective from the time that the such Mauritius Fixed and Floating Charge has been duly registered with the Registrar General and inscribed with the Conservator of Mortgages of Mauritius. The Mauritius Fixed and Floating Charge must be registered with the Registrar General and/or inscribed with the Conservator of Mortgages within three (3) months of the entry into same, for which a fixed fee is payable to the authorities.

In the event that questions of certainty and/or priority, where applicable, fall to be determined by reference to Mauritius law, any security document registered and inscribed will take priority over any other document which is registered and inscribed subsequently in regard to the same assets and/or any unsecured interest.

Insolvency laws of Mauritius

The following summary of Mauritius law is limited to a consideration of certain effects that the insolvent liquidation of a Mauritius company have on a security granted by the Mauritius company or over the assets of the Mauritius company.

The insolvent liquidation of a Mauritius company is governed by the provisions of the Mauritius Insolvency Act 2009 ("**IA 2009**"). A party, who has locus standi in accordance with the IA 2009 may make an application to the Bankruptcy Division of the Supreme Court (the "**Court**") for the appointment of a liquidator to a Mauritius company where, amongst others, the company is unable to pay its debts or if the Court is of the opinion that it is just and equitable to do so.

A provisional liquidator may, on presentation of a petition for a winding-up order, be appointed by the Court upon the satisfaction of the Court that (a) there are reasonable grounds for believing that the Mauritius company is unable to pay its debts, or (b) any of the property of the Mauritius company available to meet its debts is at risk or may be removed from Mauritius. The provisional liquidator shall be subject to such limitations and restrictions as the Court may specify in the order.

If the Mauritius company grants a charge, a receiver may be appointed by the chargee (i.e., the person entitled to benefit of the instrument) under the instrument creating the charge and the receiver shall be entitled to take possession and control of the property and deal with it as directed in the said instrument, unless otherwise stated. Unless otherwise ordered by the Court, the receiver must be an individual and must be: (a) qualified to be a liquidator, (b) a creditor of the chargor (i.e., the company in respect of whose property a receiver is or may be appointed), (c) is or has within the period of two (2) years immediately preceding the commencement of the receivership been a director, officer or auditor, of the chargee of the property in receivership or of any corporation which is a related company of the chargee; (d) has or has within the period of two (2) years immediately preceding the commencement of the receivership had an interest, direct or indirect, in a share issued by the chargor; (e) is a person in respect of whom an order for his removal as a liquidator has been made or is prohibited from acting as a liquidator; (f) is a person who is disqualified from acting as a receiver by the instrument that confers the power to appoint a receiver; or (g) is not qualified to be appointed to be an Insolvency Practitioner. A "charge" means (a) a right or interest in relation to property owned by a debtor, by virtue of which a creditor of the debtor is entitled to claim payment in priority to other creditors and (b) includes, *inter alia*, (i) a mortgage or "*hypotheque conventionnelle*"; (ii) a fixed or floating charge made under Articles 2202-2202-55 of the Mauritius Civil Code; (iii) a "gage"; (iv) a deposit of a share or debenture certificate made under Articles 2129-1 to 2129-6 of the Mauritius Civil Code; (v) a pledge of shares or debentures; (vi) a charge on a ship or aircraft; and (vii) a "*nantissement*" (a pledge); but (c) does not include a hire purchase agreement or a charge under a charging order issued by a court in favor of a judgment creditor.

Transactions must be entered into at arm's length, so that no element of gift or undervalue from an insolvent party (as defined in the IA 2009) to the other party is involved and without any intention of the insolvent party to prefer the other party. This is because any conveyance, mortgage, delivery of goods, execution or other act relating to property made or done by or against a counterparty within two (2) years before the commencement of its winding-up, may constitute a voidable preference (section 313 of the IA 2009), a voidable charge (section 314 of the IA 2009), an alienation of property with intent to defraud a creditor (section 319 of the IA 2009) or a voidable gift (section 320 of the IA 2009), and may be set aside under section 321 of the IA 2009.

A transaction by a debtor may be set aside by the Court on the application of the liquidator where (a) it is a voidable preference and (b) was made within two (2) years immediately before adjudication or commencement of the winding-up. A voidable preference is a transaction by the debtor that (i) is made at a time when the debtor is unable to pay its due debts and (ii) enables another person to receive more towards satisfaction of a debt by the debtor than that person would receive, or would likely to receive, in the liquidation. "Transaction" in this context means any of the following steps by the debtor: (i) conveying or transferring the debtor's property; (ii) creating a charge over the debtor's property; (iii) incurring an obligation; (iv) undergoing an execution process; (v) paying money (including money paid in accordance with a judgment or an order of the Court); or (vi) anything done or omitted to be done for the purpose of entering into the transaction or giving effect to it. A transaction that is made within six (6) months immediately before the debtor's adjudication or the commencement of the winding-up is presumed, unless the contrary is proved, to be made at a time when the debtor is unable to pay its due debts.

Similarly, a charge over any property or undertaking of a debtor may be set aside by the Court on the application of the liquidator where (a) the charge was given within two (2) years immediately before the date of the debtor's adjudication or the commencement of the winding-up and (b) immediately after the charge was given, the debtor was unable to pay its due debts.

A Mauritius court will not set aside any transaction against any person if the person proves that, when he received any property, (a) he acted in good faith, (b) a reasonable person in his position would not have suspected that the debtor was, or would become unable to pay his due debts, and (c) he gave value for the property or altered his position in the reasonably held belief that the transfer of the property to him was valid and would not be set aside.

Under Section 344 of the IA 2009, any transaction under or in connection with the notes may not be avoided or set aside by the liquidator on the ground of it constituting a preference, a transfer during a suspect period or an onerous contract by the insolvent party to the non-insolvent party, unless there is clear and convincing evidence that the non-insolvent party made the transfer or incurred the obligation with actual intent to hinder, delay, or defraud any entity to which the insolvent party was indebted or became indebted, on or after the date the transfer was made or the obligation was incurred.

Perfection and ranking of securities

Under the laws of Mauritius, the claims of a creditor against a Mauritius company will rank at least *pari passu* with the claims of all the other unsecured and unsubordinated creditors of that Mauritius company, save for the creditors whose claims may be preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application.

With particular regard to a pledge over the shares of a Mauritius company, it remains uncertain whether the registration of such pledge with the Registrar General will (a) satisfy the requirements of paragraph 1(7)(b) of the Fourth Schedule of the Insolvency Act 2009, and (b) confer the relevant priority to a creditor, whose claim is secured by such pledge, in respect of the proceeds of enforcement of the said pledge, to the extent that (x) the Registrar General has not yet implemented a mechanism for the inscription, in their registers, of pledge agreements, and (y) the issue has yet to be determined by the courts of Mauritius.

Requirements of the Companies Act 2001 as regards issue, transfer and securing notes under Mauritius law

Where a Mauritius company (a "**Mauritius Issuer**") issues notes, it shall keep at its registered office a register of noteholders which shall contain (a) the names and addresses of the noteholders and (b) the amount of notes held by them. The register shall, except when duly closed, be open to the inspection of a noteholder.

A register shall be deemed to be duly closed if closed in accordance with a provision contained in the notes, the agency deed or any other document relating to or securing the notes during such period not exceeding in the aggregate thirty (30) days in any year as is specified in such document. An "agency deed" means a deed executed by a company or noteholders' representative in relation to the issue of notes and includes a supplemental document, resolution or scheme of arrangement modifying the terms of the deed and a deed substituted therefor.

Where a Mauritius Issuer issues notes and to secure their payment by a mortgage or floating charge, the inscription of such mortgage or floating charge shall be valid where the first and last serial numbers of the said notes are mentioned.

A Mauritius Issuer shall, within twenty-eight (28) days of the creation by the company of any charge or of making any issue of notes charged on or affecting any property of the issuer, file with the Registrar of Companies, a statement of particulars and a certified copy of the instrument of charge in a form approved by the Registrar of Companies. A "charge" means, *inter alia* (i) a mortgage; (ii) a fixed or floating charge made under Articles 2202 to 2202-55 of the Mauritius Civil Code; (iii) a deposit of a share or debenture certificate made under Articles 2129-1 to 2129-6 of the Mauritius Civil Code; (iv) a pledge of shares or debentures; (v) a lien over a motor vehicle under articles 2100 to 2111 of the Mauritius Civil Code; (vi) a lien over plant and equipment under Articles 2112 to 2129 of the Mauritius Civil Code; (vii) a charge on a ship or aircraft; (viii) an agreement to give a charge, but does not include (a) a hire-purchase agreement, and (b) rents, rent-charges and annuities granted or reserved out of land. The particulars required to be given in the said statement are: (a) if the charge is a charge created by a Mauritius Issuer, the date of its creation; (b) the amount secured by the charge; (c) a description sufficient to identify the property charged; (d) the name of the person entitled to the charge; and (e) any prohibition or restriction contained in the instrument creating the charge, or in any agency deed, on the power of a Mauritius Issuer to create any other charge or issue notes ranking in priority to or equally with the charge or notes in respect of the application is made.

Requirement for a noteholders' representative

Where a Mauritius Issuer issues notes of the same class to more than twenty-five (25) persons, or to any one or more persons with a view to the notes or any of them being offered for sale to more than twenty-five (25) persons, it shall before issuing any of the notes sign under its seal an agency deed and procure the signature to the deed by a person qualified to act as a noteholders' representative.

The appointment of a noteholders' representative shall be made in such manner as a Mauritius Issuer may at the time of issuing the said debentures determine. The noteholders' representative may have the power to require the inscription of a mortgage with an election of domicile and renewal or erasure of such inscription, and generally to take all measures for the protection of the rights of the noteholders.

ANNEX A

MASTER AGREEMENT

(Multicurrency—Cross Border)

ISDA®
International Swaps & Derivatives Association. Inc.

SCHEDULE
to the
Master Agreement

dated as of 19 October 2020

between	[ ] and	**India Green Energy Holdings**
	(“Party A” or “Counterparty”)	(“Party B” or “Company”)

Capitalised terms not defined in this Agreement or in the relevant Confirmation but which are defined in the terms and conditions of the US$[●] [●]% Secured Notes due [●] to be issued by Party B (the “**Notes**”) as set out in or incorporated by reference into the Preliminary Offering Memorandum dated 16 October 2020 (as amended and supplemented by the pricing supplement of the Notes dated on or around the date of this Agreement) (the “**Conditions**”) or in the Trust Deed (as defined in the Conditions), shall have the same meanings in this Agreement and in the relevant Confirmation, provided that any alteration or amendment of the Conditions and/or the Trust Deed shall not be effective for the purposes of the interpretation of this Agreement unless the Counterparty has consented to such alteration or amendment having such effect and provided further that in the event of any inconsistency between the Conditions and the Trust Deed, the Conditions shall prevail.

The counterparty annex (the “**Counterparty Annex**”) to this Schedule shall be deemed to form part of, supplement and amend this Schedule.

1 Part 1 Termination Provisions

In this Agreement:

1.1 “**Specified Entity**” shall have no meaning with respect to either party.

1.2 “**Specified Transaction**” shall have no meaning with respect to either party and the provisions of Section 5(a)(v) will not apply to any of the Counterparty or the Company.

1.3 “**Cross Default**”: The provisions of Section 5(a)(vi) will not apply to either the Counterparty or the Company. For the avoidance of doubt, the disapplication of the provisions of Section 5(a)(vi) shall not prejudice the rights of the parties to terminate the relevant Transactions in respect of any Additional Termination Event pursuant to paragraph 1.9.

1.4 “**Tax Event Upon Merger**”: The provisions of Section 5(b)(iii) will not apply to the Company but will apply to the Counterparty.

1.5 “**Credit Event Upon Merger**”: The provisions of Section 5(b)(iv) will not apply to either the Counterparty or the Company.

1.6 “**Automatic Early Termination**”: The “Automatic Early Termination” provisions of Section 6(a) will not apply to Counterparty or the Company; provided, however, that with respect to a party, where the Event of Default specified in Section 5(a)(vii)(1), (3), (4), (5), (6) or to the extent analogous thereto, (8) is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default, then the Automatic Early Termination provisions of Section 6(a) will apply to such party;

1.7 “**Payments on Early Termination**”: See paragraph 5.7 of Part 5 to the Schedule to this Agreement.

1.8 “**Termination Currency**” means USD.

1.9 “**Additional Termination Event**”: Unless specified otherwise in the relevant Confirmation, each of the following events shall constitute an Additional Termination Event in respect of the relevant Series of Notes, where “**Notes Event of Default**” means any of the events comprising an “Event of Default” in relation to the Notes (as defined in the Conditions but disregarding the proviso to such definition immediately following (vi) of such definition) and the Company shall be the sole Affected Party for the purposes of Section 6:

(i) the occurrence of a Notes Event of Default.

If an Enforcement Event occurs, then it shall be deemed that (A) a notice of termination has been delivered on the basis of this Additional Termination Event and (B) an Early Termination Date in respect of all outstanding Transactions will occur immediately.

(ii) the occurrence of any of the following events, in which case the Company agrees to give written notice of such fact to the Counterparty forthwith:

(a) the occurrence of a Mandatory Early Redemption Event (in respect of the Notes;

(b) the occurrence of a Liquidation Event in respect of the Notes;

(c) the Company gives notice that the Notes are to be early redeemed pursuant to Condition 11(c) by way of a Funded Redemption in respect of a Notes Tax Event; or

(d) the exercise of the Company Equity Clawback Redemption.

If such an Additional Termination Event occurs as a result of a Non-Convertible Debentures Redemption/Purchase Event in respect of part of the Non-Convertible Debentures, each Transaction (a “**Relevant Transaction**”) will be treated as having been divided into two Transactions (the “**Deemed Transactions**”) on identical terms to the Relevant Transaction (other than in respect of their notional amount(s) and corresponding payment and delivery obligations). The first Deemed Transaction (the “**Relevant Part**”) shall have notional amount(s) which will equal the Early Redemption Proportion of the applicable notional amount(s) of the Relevant Transaction. The second Deemed Transaction (the “**Continuing Part**”) shall have notional amount(s) equal to: (1) the applicable notional amount(s) of the Relevant Transaction less (2) the relevant notional amount(s) of the Relevant Part. The relevant Additional Termination Event pursuant to this paragraph will each be deemed to occur in respect of the Relevant Part only and as provided below, the Company, shall be deemed to have delivered a notice of termination in respect of the Relevant Part and an Early Termination Date in respect of the Relevant Part shall be deemed to occur immediately. The Continuing Part shall be unaffected by the termination of the Relevant Part and shall continue to be governed by this Agreement. From the termination of the Relevant Part, references to the Relevant Transaction shall be deemed to be references to the Continuing Part.

If such an Additional Termination Event occurs as a result of the exercise of the Company Equity Clawback Redemption, each Transaction (a “**Relevant Transaction**”) will be treated as having been divided into two Transactions (the “**Deemed Transactions**”) on identical terms to the Relevant Transaction (other than in respect of their notional amount(s) and corresponding payment and delivery obligations). The first Deemed Transaction (the “**Relevant Part**”) shall have notional amount(s) which will equal the Early Redemption Proportion of the applicable notional amount(s) of the Relevant Transaction. The second Deemed Transaction (the “**Continuing Part**”) shall have notional amount(s) equal to: (1) the applicable notional amount(s) of the Relevant Transaction less (2) the relevant notional amount(s) of the Relevant Part. The relevant Additional Termination Event pursuant to this paragraph will each be deemed to occur in respect of the Relevant Part only and as provided below, the Company, shall be deemed to have delivered a notice of termination in respect of the Relevant Part and an Early Termination Date in respect of the Relevant Part shall be deemed to occur immediately. The Continuing Part shall be unaffected by the termination of the Relevant Part and shall continue to be governed by this Agreement. From the termination of the Relevant Part, references to the Relevant Transaction shall be deemed to be references to the Continuing Part.

If the Notes are due to redeem in accordance with Condition 11 and the Counterparty has been notified of the same, then it shall be deemed that (A) the Company has delivered a notice of termination on the basis of this Additional Termination Event and no instruction from or consent of the Security Trustee shall be required in connection therewith and (B) an Early Termination Date in respect of all outstanding Transactions (or, if this Additional Termination Event occurs as a result of a Non-Convertible Debentures Redemption/Purchase Event in respect of part of the Non-Convertible Debentures, the Relevant Part) will occur immediately.

(iii) if the Counterparty will, or there is a substantial likelihood that it will, in respect of any payment payable by it within 60 days, if any, to the Company under this Agreement, be required to make any deduction or withholding on account of FATCA, (1) the Counterparty agrees to give written notice of such fact to the Company forthwith upon its determination of any such event, and (2) an Additional Termination Event shall have occurred.

If such an Additional Termination Event occurs, the Counterparty and, if so instructed by the Security Trustee, the Company, shall be entitled to designate an Early Termination Date in respect of all outstanding Transactions.

(iv) the occurrence of a Regulatory Event in which case the Counterparty agrees to give written notice of such fact to the Company forthwith upon the occurrence of any such event.

For these purposes, "**Regulatory Event**" means the determination by the Counterparty in its sole discretion that, due to a Relevant Law:

(a) an outstanding Transaction:

(i) is required to be cleared through a central clearing counterparty (a "**CCP**") and such requirement was not applicable as at the Trade Date; or

(ii) causes the Counterparty and/or the Company to become the subject of risk mitigation provisions as a result of not being cleared through a CCP, which risk mitigation provisions were not applicable as at the Trade Date, and which risk mitigation provisions include (without limitation) (x) the imposition on either the Counterparty or the Company of increased capital charges above those (if any) that prevailed at the Trade Date (as certified by the Counterparty or the Company, as relevant) and/or (y) the requirement for the Counterparty and/or the Company to provide collateral or any form of initial or variation margin to the other in respect of the Transaction in addition to that (if any) contemplated in respect of the Transaction on its Trade Date; or

(iii) results, or would result, in the Counterparty or the Company being subject to any administrative or regulatory penalty or sanctions for any failure to comply with any clearing obligation or risk mitigation provisions that were not applicable as at the Trade Date; or

(iv) results, or would result, in the Transaction being required to be maintained through a different legal entity than the Company; or

(v) results in the Counterparty or the Company becoming subject to a financial transaction tax or other similar tax; or

(b) the Counterparty or the Company are or will be materially and adversely restricted in their ability to perform their obligations under an outstanding Transaction (such determination to be made by the Counterparty in its sole discretion); or

(c) the Counterparty or the Company, or any Affiliate, directors, officers or employee thereof would be an "AIFM" or an "AIF" for the purposes of the AIFMD (as defined below) with respect to the Company by virtue (wholly or partially) of their involvement with the Notes and/or the Swap Agreement; or

(d) it has become illegal to hold, enter, acquire, unwind or dispose of any assets or hedging transaction(s) relating to an outstanding Transaction (such determination to be made by the Counterparty in its sole discretion);

(e) it will incur a materially increased cost in performing its obligations under an outstanding Transaction (including to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge its obligations under such Transaction); or

(f) the Company, either for itself or in relation to any of its assets, is or becomes entitled to claim immunity from suit, execution, attachment or other legal process.

"**Relevant Law**" means:

(a) the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") (or similar legislation in other jurisdictions) and the implementation or adoption of any law, regulation or rule related thereto and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

(b) the Regulation of the European Parliament and the Council on OTC Derivatives, Central Counterparties and Trade Repositories ("**EMIR**") and the implementation or adoption of any law, regulation or rule related thereto and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

(c) Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and any implementing legislation in an EU Member State and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto (together, the "**AIFMD**");

(d) the implementation or adoption of, or any change in, any applicable law or regulation (including, without limitation, in India and/or by any Indian regulatory authority) after the Trade Date (including, without limitation any similar, related or analogous law to those in paragraphs (a), (b) or (c) of this definition or any law or regulation that imposes a financial transaction tax or other similar tax); and/or

(e) any change in any of the laws, guidelines, regulations, standards, rules or guidance referred to in paragraphs (a) to (d) above or change in the same as a result of the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation after the Trade Date or as a result of the public or private statement or action by, or response of, any court, tribunal or regulatory authority with competent jurisdiction or any official or representative of any such court, tribunal or regulatory authority acting in an official capacity with respect thereto.

If such an Additional Termination Event occurs, the Counterparty shall be entitled to designate an Early Termination Date in respect of all outstanding Transactions.

(v) following the acceptance of a Close-out Bid (provided such Close-out Bid remains open for execution) by the Company following a Redemption Request in accordance with the following process: if a Redemption Request is received by the Company, the Company (or any agent acting on its behalf) may, subject to and in accordance with the Conditions, request by notice (which may be oral or in writing) (a "**Hedging Unwind Notice**") to the Counterparty, and the Counterparty will provide, an indicative bid quotation (a "**Close-out Bid**") to unwind all or a portion of each Transaction on such day. In giving any Close-out Bid, the Counterparty will act in good faith and a commercially reasonable manner.

If such Close-out Bid is accepted by the Company (provided such Close out Bid remains open for execution), an Additional Termination Event will be deemed to occur in respect of all (a "**Full Redemption Request Unwind**") or the relevant portion (a "**Partial Redemption Request Unwind**" and together with a Full Redemption Unwind, a "**Redemption Request Unwind**") of each Transaction, and it shall be deemed that (x) the Company has delivered a notice of termination on the basis of this Additional Termination Event and no instruction from or consent of the Security Trustee shall be required in connection therewith and (y) an Early Termination Date in respect of all outstanding Transactions (or the Relevant Part of such Transactions) will occur immediately.

To the extent an Additional Termination Event occurs in respect of a Partial Redemption Request Unwind, each Transaction (a "**Relevant Transaction**") will be treated as having been divided into two Transactions (the "**Deemed Transactions**") on identical terms to the Relevant Transaction (other than in respect of their notional amount(s) and corresponding payment and delivery obligations). The first Deemed Transaction (the "**Relevant Part**") shall have notional amount(s) which will equal the Redemption Proportion or VRR Permitted Redemption Proportion (as applicable) of the applicable notional amount(s) of the Relevant Transaction. The second Deemed Transaction (the "**Continuing Part**") shall have notional amount(s) equal to: (1) the applicable notional amount(s) of the Relevant Transaction less (2) the relevant notional amount(s) of the Relevant Part. The relevant Additional Termination Event pursuant to this paragraph 1.9 will each be deemed to occur in respect of the Relevant Part only and the Continuing Part shall be unaffected by the termination of the Relevant Part and shall continue to be governed by this Agreement. From the termination of the Relevant Part, references to the Relevant Transaction shall be deemed to be references to the Continuing Part.

(vi) If a Non-Convertible Debentures Pricing Unwind Event occurs, an Additional Termination Event will be deemed to occur immediately in respect of all outstanding Swap Transactions (such Additional Termination Event, a "**NCD Pricing Unwind ATE**") and the Counterparty shall be deemed to have designated an Early Termination Date without any actual notice being delivered and the Early Termination Date for such purposes shall be the Non-Convertible Debentures Pricing Unwind Date (as defined in the Conditions).

(vii) If the Company delivers a Refinancing Notice, an Additional Termination Event (such Additional Termination Event, a "**Refinancing Notice ATE**") shall be deemed to have occurred and the Counterparty and, if so instructed by the Security Trustee, the Company, shall be entitled to designate an Early Termination Date in respect of all outstanding Transactions.

The designation of an Early Termination Date pursuant to this paragraph 1.9 shall (unless otherwise provided therein) be deemed to be made pursuant to Section 6(b) and Section 6(c) and shall be construed accordingly. For the avoidance of doubt, references in this paragraph 1.9 to the right of either party to designate an Early Termination Date in respect of "all outstanding Transactions" shall include any Transaction in respect of which amounts remain owing and unpaid notwithstanding that the termination date specified for such Transaction in the relevant Confirmation may have occurred prior to any such designation.

1.10 No Event of Default shall apply to the Counterparty except those specified in Sections 5(a)(i), 5(a)(ii), 5(a)(vii) and 5(a)(viii) and, in relation to the Counterparty, the term "Event of Default" shall be construed to mean any of such events.

No Event of Default shall apply to the Company except those specified in Sections 5(a)(i), 5(a)(ii) and 5(a)(vii) and, in relation to the Company, the term "Event of Default" shall be construed to mean any of such events. Section 5(a)(vii)(2) shall be amended in respect of the Company by the deletion of the words "becomes insolvent or is unable to pay its debts or". Section 5(a)(vii)(3) shall not apply to the grant of the Security.

For the purpose of the above Events of Default:

(i) Section 5(a)(i) shall be deleted and replaced with the following:

"***Failure to Pay or Deliver.*** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) required to be made by such party if such failure is not remedied by such party on or before the third Business Day after notice of such failure is given to the party;"; and

(ii) Section 5(a)(ii) shall be deleted and replaced with the following:

> "***Breach of Agreement.*** (I) Solely with respect to the Company, the failure by the Company to comply with or perform its obligations in paragraph 5.13 of Part 5 of the Schedule to this Agreement, if (in the case of a failure, that is capable of remedy) such failure continues unremedied for a period of 45 days after notice of such failure is given to the Company or (if earlier) until a day which falls 14 days before any payment date in respect of the Charged Assets or the Outstanding Assets and (II) with respect to any party, the failure by such party to comply with any of its undertakings set out in a Confirmation;".

1.11 Additional Conditions Precedent. As specified in the Counterparty Annex.

2 Part 2 Tax Representations

2.1 ***Payer Representations***: For the purpose of Section 3(e) of this Agreement:

Subject to the terms of the Counterparty Annex, each of the Counterparty and the Company will make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on:

(i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;

(ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and

(iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, provided that it shall not be a breach of this representation where reliance is placed on item (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

2.2 ***Payee Representations***:

For the purpose of Section 3(f) of this Agreement: Subject to the terms of the Counterparty Annex, none.

3 Part 3 Documents to be Delivered

For the purpose of Sections 3(d) and 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(i) Tax forms, documents or certificates to be delivered are:

As specified in the Counterparty Annex.

In addition, each of the Counterparty and the Company shall, as soon as practicable after demand, deliver to the other party any form or document required or reasonably requested in order to allow a party to make payments under this Agreement or its Credit Support Document without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate.

(ii) Other documents to be delivered are:

As specified in the Counterparty Annex, and in addition:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
the Counterparty	Certificate (or, if available, the current authorised signature book of the Counterparty) specifying the names, titles and specimen signatures of any authorised signatories executing Transactions entered into pursuant to this Agreement	On request, on or before the Trade Date of the first Transaction (whether under this Agreement or any other swap agreement) entered into between the Counterparty and the Company	No
the Company	(i) Legal opinion of counsel in the jurisdiction of incorporation of the Company covering the capacity and due authority of the Company to enter into and perform its obligations under this Agreement and any Transactions entered into by the Company hereunder; (ii) legal opinion covering, under the relevant governing law, the enforceability of this Agreement and any Transactions entered into by the Company hereunder, and (iii) all other legal opinions issued or to be issued in connection with the issue of the Notes (other than, for the avoidance of doubt, Rule 10b-5 disclosure letters)	In respect of (i) and (ii), at signing of this Agreement and in respect of (iii), on the issue date of the Notes	No
the Company	Letter from agent for service of process confirming acceptance of appointment	At signing of this Agreement and thereafter at any such time that a new or amendment letter from the agent for service of process is required	No

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
the Company	Copy of resolution of board of directors authorising execution of this Agreement and each Confirmation	On or before signing of this Agreement	Yes
the Company	Certified copies of the Issue Deed and any other documentation concerning the power and authority of the Company that the Counterparty may reasonably request	On the issue date of the Notes	Yes
the Company	A certificate specifying the names, titles and specimen signatures of the persons authorised by the Company to execute this Agreement	On or before signing of this Agreement	Yes

4 Part 4 Miscellaneous

4.1 **Addresses for Notices**: For the purpose of Section 12(a) the addresses for notices of communications shall be as set out in the Counterparty Annex.

4.2 **Process Agent**: For the purposes of Section 13(c):

(i) the Counterparty: The Counterparty appoints the Process Agent specified in the Counterparty Annex.

(ii) The Company: The Company appoints Cogency Global (UK) Limited of 6 Lloyds Avenue, Unit 4CL, London, EC3N 3AX as its Process Agent.

4.3 **Offices**: The provisions of Section 10(a) will not apply to this Agreement.

4.4 **Multibranch Party**: For the purpose of Section 10(c):

(i) Counterparty: Subject to the terms of the Counterparty Annex, the Counterparty is not a Multibranch Party.

(ii) the Company: The Company is not a Multibranch Party.

4.5 **Calculation Agent**: The Calculation Agent is the Counterparty unless otherwise specified in the Confirmation relating to a Transaction, provided that if at any time the Counterparty is the Defaulting Party with respect to whom an Event of Default has occurred and is then continuing, the Calculation Agent shall be the Determination Agent. All determinations and calculations by the Calculation Agent shall be made in good faith and in a commercially reasonable manner.

4.6 **Credit Support Document**: Details of any Credit Support Document:

(i) Counterparty: In relation to the Counterparty: Not applicable.

(ii) the Company: In relation to the Company: Each Security Document (as defined in the Conditions).

4.7 **Credit Support Provider**: Credit Support Provider means:

(i) Counterparty: In relation to the Counterparty: Not applicable.

(ii) The Company: In relation to the Company: Not applicable.

4.8 **Governing Law**: This Agreement is and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

4.9 **Jurisdiction**: Section 13(b) shall be deleted and replaced with:

"In relation to any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**"), the Company irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the other parties to this Agreement and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude any of them from taking Proceedings in any other jurisdiction (whether concurrently or not)."

4.10 "**Affiliate**": Subject to the terms of the Counterparty Annex, "**Affiliate**" will have the meaning specified in Section 14, provided that, for the purposes of Section 3(c), "Affiliate" will have no meaning.

5 Part 5 Other Provisions

5.1 Tax

5.1.1 Gross Up

The Company will in no circumstances be required to pay additional amounts in respect of any Indemnifiable Tax or be under any obligation to pay to the Counterparty any amount in respect of any liability of the Counterparty for or on account of any Tax and accordingly any obligation which the Company would otherwise have under Section 2(d)(i)(4) to pay an additional amount or under Section 2(d)(ii) to pay the amount of the liability referred to therein shall be deemed not to arise.

5.1.2 Tax Event

For the purposes of determining whether a Tax Event has occurred under Section 5(b)(ii) in respect of:

(i) the Company, the words "will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Payment Date (1) be required" in Section 5(b)(ii) shall be deleted and replaced with the following:

> "would, or there is a substantial likelihood that it would (but for in either such case the effect of paragraph 5 of Part 5 of the Schedule to this Agreement), on the next succeeding Scheduled Payment Date (1) be required"; and

(ii) the Counterparty, at the end of sub-paragraph (1) after the words "(except in respect of interest under Section 2(e), 6(d)(ii) or 6(e))" the words "or be required to pay any US insurance excise tax with respect to a payment hereunder" shall be inserted.

5.2 Certain Amendments to Section 6

5.2.1 There shall be added to the end of Section 6(b)(ii) and to the end of Section 6(b)(iii) the following sentence:

"In any event, any transfer to avoid a Termination Event or any other action to avoid a Termination Event shall be subject, if any of the Notes are then rated at the request of the Company, to Rating Agency Affirmation."

5.2.2 In addition to such other amendments as are specified in relation to Section 6(b)(ii) in this Agreement, Section 6(b)(ii) is amended in the following respects:

(i) solely for the purposes of whether a Tax Event occurs and there is only one Affected Party or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the words ", as a condition of its right to designate an Early Termination Date under Section 6(b)(iv)," shall be deleted from the first paragraph;

(ii) where the Affected Party is the Company, the words "to another of its Offices or Affiliates" in the second last line of the first paragraph shall be replaced with the words "to any other entity"; and

(iii) there shall be inserted after the words "the prior written consent of the other party" in the final paragraph of Section 6(b)(ii) the words "and of the Security Trustee (acting on the instructions of the Instructing Creditors)", and after the words "which consent" in such Section the words "(in the case of a consent to be given by a party to this Agreement)".

5.2.3 Section 6(d)(i) shall be deleted and replaced with the following:

"(d) ***Calculations; Payment Date.***

(i) ***Statement***. As soon as practicable after the Early Termination Date or, if later, after the party making the calculations has notice of the same, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will notify the other party of any Early Termination Amount payable and, where required, details of any relevant account to which any amount payable to it is to be paid. Each party will also provide to the other party on request within a reasonable time of such request a statement showing, in reasonable detail, the relevant calculations (including any quotations, market data or information from internal sources used in making such calculations). In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

The Company shall give (or procure the giving of) notice of any event or date described above where it is expressed to do so as soon as reasonably practicable after becoming aware of the same.

5.2.4 Section 6(d)(ii) shall be deleted and replaced with the following: "Subject to Condition 4(c), the amount calculated as being payable under Section 6(e) will be due on the Swap Termination Payment Date. Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment) in the Termination Currency, from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.".

"**Swap Termination Payment Date**" means subject to paragraph 5.29 (*Deferral of payments during VRR Retention Period*) of Part 5 to the Schedule of this Agreement:

(i) if, on or before the relevant Early Termination Date, no Enforcement Event has occurred but a Liquidation Event has occurred, the earlier of:

(a) the date falling seven Business Days following the date on which the Company gives (or procures the giving of) notice to the Counterparty and the Calculation Agent that the final payment in respect of the Liquidation of the Outstanding Assets has been received by the Broker or, as the case may be, the Onshore Custodian or the Account Bank (or, where there are no Outstanding Assets at the first day of the Liquidation Period, the date falling seven Business Days following the first day of the Liquidation Period); and

(b) the date falling 20 Business Days after the last day of the Liquidation Period; or

(ii) if the relevant Early Termination Date is in respect of a NCD Pricing Unwind ATE, the date falling one Business Day after the Early Termination Date designated (or deemed designated) in accordance with paragraph 1.9(vi) of Part 1 to the Schedule to this Agreement;

(iii) if the relevant Early Termination Date is in respect of a Refinancing Notice ATE, the Refinancing Date; or

(iv) otherwise, the Early Termination Date designated (or deemed designated) in accordance with Section 6(a) or 6(b) of this Agreement.

5.3 Transfer

Section 7 shall be replaced by the following:

"Subject as provided in Section 6(b)(ii), as amended, neither this Agreement nor any interest or obligation in or under it may be transferred (whether by way of security or otherwise) by either party except in accordance with the following:

(a) a party may make such a transfer of all or part of its interest in any amount payable to it under Section 6(e) from a Defaulting Party or from any party where such party fails to make any such payment when due and such failure is not cured within any applicable grace period;

(b) the Company may charge, assign or otherwise create security over its right, title, benefit and interest in, to, under or in respect of this Agreement in favour of the Security Trustee pursuant to the Trust Deed or any Relevant Charging Instrument; and/or

(c) the Counterparty shall have the right to transfer at any time its obligations and rights under this Agreement entered into in connection with the relevant Series of Notes to any third party, subject to the consent of the Security Trustee (acting with the consent of the Instructing Creditors, such consent not to be unreasonably withheld) and subject to Rating Agency Affirmation from such of the Rating Agencies (if any) as then rate such Series of Notes at the request of the Company, provided that no such consent of the Security Trustee or Rating Agency Affirmation shall be required in respect of:

   (i) any transfer to any Affiliate of the Counterparty (provided that in each case such transferee has a creditworthiness that is not materially weaker than that of the relevant transferor at the time of transfer); or

   (ii) where such transfer is pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of its assets to, or reorganization, incorporation, reincorporation or reconstitution in to or as, another entity and the transfer is to such other entity.

In respect of any such transfer of rights and obligations under paragraph (c) above, the Swap Agreement, including the Master Swap Agreement forming part of the Swap Agreement, may be amended to reflect any differences between the transferor and the transferee in terms of jurisdiction of establishment or incorporation, legal or regulatory position or entity type or structure, but shall otherwise be in substantially the same form as the Swap Agreement between the Company and the relevant transferor.

For the avoidance of doubt, any amounts payable by the Counterparty to any replacement counterparty or, as the case may be, by any replacement counterparty to the Counterparty shall be payable by the Counterparty or, as the case may be, such replacement counterparty and in no circumstances shall any such amounts be payable by the Company.

Any purported transfer that is not in compliance with this Section will be void."

5.4 Additional Representations

The following representation shall be inserted as new Sections 3(g) and 3(h) of this Agreement:

"(g) ***Relationship Between Parties.*** Each of the Counterparty and the Company will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

   (i) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into the relevant Transaction as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as advice of any nature and in particular but without limitation it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

   (ii) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands, has assessed the merits of and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) *Status of Parties*. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(h) ***No Agency.*** Each of the Counterparty and the Company represents to the other party (which representation will be deemed to be repeated by each of the Counterparty and the Company on each date on which it enters into a Transaction) that it is entering into this Agreement, including each Transaction, as principal and not as agent or fiduciary of any person or entity.".

In addition, as specified in the Counterparty Annex.

5.5 Consent to Recording

Each party consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties and their Affiliates in connection with this Agreement, any Transaction, or any potential Transaction, with or without the use of a warning tone, and to the retention, monitoring or transfer to or from Affiliates and/or regulatory bodies (as applicable) of such recordings (in any jurisdiction), for the purposes of compliance with applicable law or regulation, quality assurance or record-keeping, provided however that it shall be the responsibility of each party to satisfy any notice and/or consent requirements (as applicable) imposed by applicable law or regulation with respect to the recording that it conducts. To the extent permitted by law, any such recording may be submitted in evidence in any court or in any Proceeding for the purpose of establishing any matters pertinent to this Agreement or any Transaction.

5.6 Set-off and Netting

Unless the relevant Confirmation expressly provides otherwise, in no event shall either the Counterparty or the Company be entitled to set off or net its payment obligations in respect of any Transaction against the payment obligations of the other party (whether by counterclaim or otherwise) if such obligations are not with respect to a Transaction which forms part of this Agreement, it being the intention of the parties that their payment obligations under this Agreement be treated as separate and apart from all other obligations. Each of the Counterparty and the Company hereby waives any right of set-off, combination of accounts, lien or other like rights to which it might otherwise be entitled (whether pursuant to Section 6(e), by operation of law, contract or otherwise) except as between Transactions which form part of this Agreement.

Subparagraph (ii) of Section 2(c) of this Agreement will not apply to any Transactions which form part of this Agreement (in each case starting from the date of this Agreement).

In addition, as specified in the Counterparty Annex.

5.7 Early Termination

5.7.1 The first sentence of Section 6(a) shall be deleted and replaced with the following:

"***Right to Terminate Following Event of Default.*** If at any time an Event of Default with respect to a party (the "**Defaulting Party**") has occurred and is then continuing, the other party (the "**Non-defaulting Party**") may, in accordance with the other provisions of this Agreement and specifying the relevant Event of Default, designate a day as an Early Termination Date in respect of all outstanding Transactions, provided that if the relevant Event of Default is in respect of the Counterparty under Section 5(a)(vii) where the Company has not within 30 calendar days of the occurrence of such event exercised its right to terminate all outstanding Transactions in connection therewith, the Counterparty may, in accordance with the other provisions of this Agreement and specifying such Event of Default, designate a day as an Early Termination Date in respect of all outstanding Transactions.

For the avoidance of doubt, reference in the preceding sentence to "all outstanding Transactions" includes any Transaction in respect of which amounts remain owing and unpaid notwithstanding that the termination date specified for such Transaction in the relevant Confirmation may have occurred prior to any such designation.".

5.7.2 Section 6(b)(iv) shall be deleted and replaced with the following:

"***Right to Terminate.*** If:

(i) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Transactions within 30 days after notice is given under Section 6(b)(i); or

(ii) an Additional Termination Event under paragraph 1.9(iii), 1.9(iv) or 1.9(vii) of this Schedule, an Illegality under Section 5(b)(i)(2), a Tax Event under Section 5(b)(ii) or a Tax Event Upon Merger under Section 5(b)(iii) occurs,

in each case, the Counterparty and, in the case of an Illegality in respect of which the Company is the Affected Party, the Company may, in accordance with the other provisions of this Agreement, designate a day as an Early Termination Date in respect of all outstanding Transactions. For the avoidance of doubt, reference in the preceding sentence to "all outstanding Transactions" includes any Transaction in respect of which amounts remain owing and unpaid notwithstanding that the termination date specified for such Transaction in the relevant Confirmation may have occurred prior to any such designation.".

5.7.3 Section 6(e) shall be deleted and replaced with the following:

"(e) ***Payments on Early Termination.*** If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the "Early Termination Amount") will be determined pursuant to this Section 6(e) and will be subject to any Set-off.

(i) ***Events of Default.*** If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party, provided that in no event shall any Early Termination Amount payable by the Counterparty to the Company (together, if applicable, with any interest under Section 6(d)(ii)) be greater than the amount which is necessary in order for the Company to satisfy all obligations which are subject to the benefit of the security over the Mortgaged Property in full on the date on which the Notes are to be redeemed. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

(ii) ***Termination Events.*** If the Early Termination Date results from a Termination Event:

(a) One Affected Party. If there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Company and to the Counterparty, respectively.

(b) Two Affected Parties. If there are two Affected Parties, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Company and to the Counterparty, respectively.

(iii) ***Adjustment for Bankruptcy.*** In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, the Early

Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement or a related Credit Support Document (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) ***Pre-Estimate.*** The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(v) ***Determination Agent Determination.*** Notwithstanding anything to the contrary in this Agreement, the Determination Agent (if any) appointed in respect of the Notes, acting on behalf of the Company, shall make any calculations or determinations expressed to be made by the Company in respect of the Early Termination Amount. The Company will not be liable for any losses or costs to the Counterparty as a result of any delay in appointing a Determination Agent.

5.7.4 The term "Termination Currency Equivalent" in Section 14 shall be amended by the deletion of "Market Quotation or Loss (as the case may be)" and its replacement with "Close-out Amount" and by the deletion of the final sentence of such definition and its replacement with the following sentence: "The foreign exchange agent will be the Counterparty unless the Counterparty is the Defaulting Party under this Agreement, in which case it will be the Determination Agent (if any) appointed in respect of the Notes.".

5.7.5 The following terms are added to Section 14 in the appropriate alphabetical position:

"***Close-out Amount***" means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred on the Early Termination Date under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing on the Early Termination Date, or in providing for the Determining Party on the Early Termination Date the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after such Early Termination Date (assuming satisfaction of each applicable condition precedent), and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined on or about the Early Termination Date (or, if that would not be commercially reasonable, on or about the date or dates following the Early Termination Date as would be commercially reasonable) for close-out of the relevant Terminated Transaction(s) with effect from the Early Termination Date (or, if Automatic Early Termination has occurred, will be determined as soon as practicable after the Early Termination Date or, if later, after the Determining Party has notice of the same, for close-out of the relevant Terminated Transaction(s) with effect from the Early Termination Date).

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in clause (i) or (ii) above from internal sources (including, if the Determining Party is the Counterparty, any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its, or any of its Affiliates', business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:

(i) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party, or by any of its Affiliates, in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(ii) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

For the purpose of determining the amount of any loss or cost of the Company, no account shall be taken of, to the extent relevant:

(a) any limited recourse or non-petition provisions contained in the Trust Deed which reduce or limit the amounts payable by the Company to, or recoverable by, any other person; or

(b) any term of the Conditions which would economically result in such loss or cost being borne by Noteholders and not by the Company.

"**Determining Party**" means the party determining a Close-out Amount.

"**Early Termination Amount**" has the meaning specified in Section 6(e).".

5.7.6 The following terms in Section 14 are deleted in their entirety: "Loss", "Market Quotation", "Reference Market-makers" and "Settlement Amount".

5.7.7 The term "Default Rate" shall be deleted and replaced with the following: "**Default Rate**" means (a) subject as provided below, where the Counterparty is the payee, a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Counterparty (as certified by it) of funding the relevant amount plus 1% per annum or (b) where the Company is the payee, or where the Counterparty is the payee but not the Determining Party and fails to certify its cost of funding within seven days of a request to do so by the Determining Party, a rate determined by the Determining Party equal to the rate offered by a major bank in a relevant interbank market for overnight deposits in the applicable currency (such bank to be selected in good faith by the Determining Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market) plus 1% per annum.

5.7.8 The term "Non-default Rate" shall be deleted and replaced with the following: "**Non-default Rate**" means (a) subject as provided below, where the Counterparty is the payee, a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Counterparty (as certified by it) of funding the relevant amount or (b) where the Company is the payee, or where the Counterparty is the payee but not the Determining Party and fails to certify its cost of funding within seven days of a request to do so by the Determining Party, a rate determined by the Determining Party equal to the rate offered by a major bank in a relevant interbank market for overnight deposits in the applicable currency (such bank to be selected in good faith by the Determining Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market).

5.8 Account Bank Failure to Pay

Section 2(a)(ii) shall be amended by adding the following additional sentence to the end thereof:

"Where the Counterparty is aware of any Account Bank Failure to Pay (as defined in Condition 27), the Counterparty will defer payment of any amount payable by it to or to the order of the Company under this Agreement unless and until it can make such payment to a person, other than the affected Account Bank and/or Principal Paying Agent, as applicable, who will hold such amount for the Company subject to the security created by the Trust Deed, and no interest will be payable by the Counterparty to the Company as a consequence of such deferral.".

5.9 Potential Events of Default and Potential Additional Termination Events

Section 2(a)(iii) shall be amended by:

5.9.1 deleting subsection (1) in its entirety; and

5.9.2 replacing subsection (2) in its entirety with the following:

"the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred".

5.10 Section 2(a)

5.10.1 Section 2(a) shall be amended by adding the following paragraph (iv):

"(iv) Each obligation of the Counterparty under Section 2(a)(i) is subject to the conditions precedent (1) that no Event of Default or Potential Event of Default with respect to the

Company has occurred and is continuing, (2) that the Counterparty has confirmed receipt from the Company of any amounts due from the Company on or prior to such date and (3) that no Early Termination Date has been effectively designated."; and

5.10.2 Section 2(a) shall be amended by adding the following paragraph (v):

"(v) Each obligation of the Company under Section 2(a)(i) is subject to the condition precedent that no Event of Default under Section 5(a)(i) or 5(a)(vii) with respect to the Counterparty has occurred and is continuing.".

5.11 Unpaid Amounts

5.11.1 The definition of "Unpaid Amounts" in Section 14 shall be amended by inserting the words ", (iv) or (v)" following each occurrence of the words "Section 2(a)(iii)".

5.11.2 Unpaid Amounts payable by the Company will be deemed to include amounts unpaid by the Company as a result of the imposition of taxes on payments in respect of the Outstanding Assets or a default in respect of the Outstanding Assets.

5.12 Effect of Designation

Section 6(c)(ii) shall be deleted and replaced by the following:

"If either party effectively designates an Early Termination Date under Section 6(a) or (b) or an Early Termination Date has occurred (or if an Automatic Early Termination has occurred under Section 6(a)) then the obligation of the Counterparty (but not the Company, save where the Counterparty is the Defaulting Party, then the obligation of the Company as well) to make any further payments under Section 2(a)(i) or 2(e) will terminate (to the extent relevant, subject to and in accordance with the provisions of Section 2(a)(iii), (iv) and/or (v))".

5.13 Restrictions and Obligations

5.13.1 Restriction on Amendment. The Company covenants and agrees (except where the Counterparty is the Defaulting Party and no further amounts are payable to the Counterparty under this Agreement) that it will not, without the prior written consent of the Counterparty, permit any amendment to be made to the Onshore Custody Agreement or the Account Bank Agreement or any other agreement relating to the Charged Assets or the Outstanding Assets or agree to dispose of or alter the composition of the Charged Assets or the Outstanding Assets except in accordance with the provisions of the Notes or to terminate the appointment of the Onshore Custodian or the Account Bank except in accordance with the provisions of the of the Notes and the Transaction Documents.

5.13.2 Restriction on the Company's Rights

(i) The Company shall, except as permitted under this Agreement or the Conditions,

(a) at all times perform or observe any of its obligations under the Trust Deed, the Notes and the Transaction Documents;

(b) at all times act in accordance with the instructions of the Instructing Creditors in relation to this Agreement; and

(c) shall only be entitled to designate an Early Termination Date under this Agreement with the prior written consent of the Security Trustee except for:

(i) in connection with an Illegality under Section 5(b)(i) in respect of the Company; or

(ii) where the Company is deemed to have delivered a notice of termination as provided herein, in which case no instruction from or consent of the Security Trustee shall be required in connection therewith.

(ii) Except as otherwise provided in the Conditions (including without limitation Conditions 19(e)(i), (ii) and (iii), the Company may not otherwise exercise any rights, powers or interest (including, without limitation, voting rights) with respect to the Mortgaged Property or the Outstanding Assets without the prior approval of the Instructing Creditors, delivered, at the expense of the Company, via the Security Trustee in accordance with Condition 19(f).

5.13.3 Obligations in Respect of Withholding Tax

In order to receive payments in full in respect of Charged Assets or Outstanding Assets and subject as provided in the relevant Confirmation or the Conditions, the Company agrees to make any declarations and reports and, if relevant, execute such certificates, forms or other documents as are necessary (other than under FATCA) in order to make a claim under a double taxation treaty or other exemption available to it provided that such filing or execution or reporting will not involve any material expense and is not unduly onerous, or such reporting requirement does not involve any material expense and is not unduly onerous.

5.14 Payment Instruction

The Company hereby authorises and instructs the Counterparty to make payment of any other amount due to the Company hereunder by paying such amount directly to the Account Bank to such account as the Account Bank shall specify to the Counterparty or as otherwise specified in the relevant Confirmation relating to a Transaction the subject of this Agreement.

5.15 Notices

Section 12(a) of this Agreement shall be amended by deleting the first parenthetical in the first paragraph thereof and replacing it with the following:

"(except that a notice or other communication under Section 5 or 6 may not be given by the Company by facsimile transmission or electronic messaging system but may be so given by the Counterparty)".

5.16 Non Petition

The Counterparty: (i) may not at any time institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Company; and (ii) shall not be entitled to take any action against any of the officers, shareholders, members, corporate service providers (in the case of an action taken by any Transaction Party other than the Company) or directors of the Company to recover any amounts.

The provisions of this paragraph 5.16 of Part 5 shall survive the expiration or termination of this Agreement.

5.17 Limited Recourse

The Counterparty: shall have recourse only to the Mortgaged Property and the Outstanding Assets, subject always, in the case of the Mortgaged Property, to the Security, and not to any other assets of the Company. If after (i) the Mortgaged Property and the Outstanding Assets are exhausted (whether following Liquidation or enforcement of the Security) and (ii) application of the proceeds as provided in Condition 4, any outstanding claim, debt or liability against the Company in respect of this Agreement remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by the Company in respect thereof. Following extinguishment in accordance with this paragraph 5.17, neither the Counterparty nor any other person acting on its behalf shall be entitled to take any further steps against the Company or any of its officers, shareholders, members, incorporators, corporate service providers or directors to recover any further sum in respect of the extinguished claim, debt or liability, and the Company shall have no obligation to any such persons in respect of such further sum.

The provisions of this paragraph 5.17 of Part 5 shall survive the expiration or termination of this Agreement.

5.18 Contracts (Rights of Third Parties) Act 1999

A person which is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement or any agreement or deed constituted hereby, but this does not affect any right or remedy of a third party which exists or is available apart from that Act (and is without prejudice to the right of the Security Trustee to enforce its security over this Agreement as contemplated by the Trust Deed relating to the Notes).

5.19 Disclosure of Information

The Company authorises any information relating to the Company to be shared, disclosed and transferred between, and to be used by, the branches, Affiliates, subsidiaries and agents of the Counterparty and third parties selected by the Counterparty (each a "**Disclosure Party**", and collectively "**Disclosure Parties**"), wherever situated, on a confidential basis for the performance of this Agreement and other purposes in connection with the Counterparty's operational and business requirements (including data processing, statistical and risk analysis) and further acknowledges that the Counterparty and its Disclosure Parties shall be entitled to disclose any such information if it shall be required to do so by any law, court, legal process or as requested by any monetary or other authority in accordance with which the Counterparty or such Disclosure Party is required to act (including as required by regulators which mandate reporting of transaction and similar information). No liability to the Counterparty shall arise from the transfer of such information whether by reason of any misstatement, omission, delay or any other matter in connection thereto whatsoever.

In the course of performing its obligations under, or in connection with, this Agreement, the Counterparty may gather information relating to particular individuals such as the Company's employees, representatives and agents and those of the Company's affiliates and subsidiaries (if any). Such information may include, for example, names, addresses, job descriptions and responsibilities. Reference in the foregoing paragraph to information "relating to the Company" include references to all such information. The Company consents on its own behalf and on behalf of its employees, representatives and agents and those of its affiliates and subsidiaries and sub-contractors (which it is duly authorised to do) to such use (including transfer) of data and shall ensure the foregoing are informed of such use. The Company also agrees to procure on the Counterparty's reasonable request the free and valid consent signed in writing by its relevant employees, representatives and agents and those of its affiliates and subsidiaries to the processing of all such information relating to them for the purposes and in the manner described above. The Company and any individual in respect of whom the Counterparty holds information, may request access to their information by contacting the Counterparty. The Counterparty will comply with such requests unless it may, or is required to, refuse to do so under applicable law.

For the avoidance of doubt, the foregoing provisions are in addition to and without prejudice to (and shall not be prejudiced by) any other agreement between the Counterparty and the Company in respect of information disclosure.

5.20 Withholding Tax Imposed on Payments to non-US Counterparties under the United States Foreign Account Tax Compliance Act ("FATCA")

"**Tax**" as used in Part 2(a) of this Schedule (**Payer Representations**) and "**Indemnifiable Tax**" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

5.21 Dodd-Frank Act

Unless otherwise specified in the Counterparty Annex:

(a) **Eligible Contract Participant.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that it and any provider of a guarantee of obligations under this Agreement, are “eligible contract participants” as defined in the Commodity Exchange Act, as amended from time to time, and any rule or regulation promulgated thereunder.

(b) **Non-US Person.** The Company will be deemed to represent to the Counterparty on the date on which it enters into a Transaction that it is not and will not be a “U.S. Person”, a “guaranteed affiliate” of a U.S. Person or an “affiliate conduit” of a U.S. Person as defined in the Interpretative Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations (78 FR 45291, July 26, 2013) issued by The Commodity Futures Trading Commission (the “**CFTC**”), as amended, supplemented or modified from time to time by the CFTC. The Company shall have the obligation to promptly notify the Counterparty upon becoming aware that the above representation is no longer true.

5.22 2015 Section 871(m) Protocol

As applied in the Counterparty Annex:

Option 5.22-A

The Counterparty is adherent to the 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015, as may be amended or modified from time to time (the “**2015 Section 871(m) Protocol**”). In the event that the Company is not an adherent to the 2015 Section 871(m) Protocol, the Counterparty and the Company hereby agree that this Agreement shall be treated as a Covered Master Agreement (as that term is defined in the 2015 Section 871(m) Protocol) and this Agreement shall be deemed to have been amended in accordance with the modifications specified in the Attachment to the 2015 Section 871(m) Protocol.

Option 5.22-B

HIRE Act. Notwithstanding Section 1(b) of this Agreement and any provision that is inconsistent or to the contrary in any Confirmation, to the extent that either party to this Agreement is not an adhering party to the ISDA 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015 and available at www.isda.org, as may be amended, supplemented, replaced or superseded from time to time (the “871(m) Protocol”), the parties agree that the provisions and amendments contained in the Attachment to the 871(m) Protocol are incorporated into and apply to this Agreement as if set forth in full herein, and each Confirmation dated prior to the date hereof or on or subsequent to the date hereof is hereby amended to reflect such provisions and amendments. The parties further agree that, solely for purposes of applying such provisions and amendments to this Agreement, references to “each Covered Master Agreement” in the 871(m) Protocol will be deemed to be references to this Agreement, and references to the “Implementation Date” in the 871(m) Protocol will be deemed to be references to the date of this Agreement.

5.23 ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol (the “2013 Protocol”)

Unless otherwise specified in the Counterparty Annex:

Both parties agree that the amendments set out in the Attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by ISDA on 19 July 2013 and available on the ISDA website (www.isda.org) (the “**2013 Protocol**”) shall be made to this Agreement. In respect of the Attachment to the 2013 Protocol, (i) the definition of “Adherence Letter” shall be deemed to be deleted and references to “Adherence Letter” shall be deemed to be to this Part 5.23 (and references to “such party’s Adherence Letter” and “its Adherence Letter” shall be read accordingly), (ii) references to “adheres to the Protocol” shall be deemed to be “enters into this Agreement”, (iii) references to “Protocol Covered Agreement” shall be deemed to be references to this Agreement (and each “Protocol Covered Agreement” shall be read accordingly), and (iv) references to “Implementation Date” shall be deemed to be references to the date of this Agreement. For the purposes of this Part 5.23:

(a) **Portfolio reconciliation process status.** Each party confirms its status as follows:

Counterparty: Portfolio Data Sending Entity

Company: Portfolio Data Receiving Entity

(b) **Local Business Days.** Each party specifies the following place(s) for the purposes of the definition of Local Business Day as it applies to it:

Counterparty: As specified in the Counterparty Annex

Company: As set out in Part III (2) Definitions of the 2013 Protocol

(c) **Notice.** Notwithstanding Part 4 of this Agreement and unless otherwise agreed between the parties in writing:

Counterparty agrees to deliver the following items to Company at the contact details shown below:

Portfolio Data: Attention: Rouben Trivedi Rouben.Trivedi@global-ags.com

Notice of a discrepancy: Attention: Rouben Trivedi Rouben.Trivedi@global-ags.com

Dispute Notice: Attention: Rouben Trivedi Rouben.Trivedi@global-ags.com

Company agrees to deliver the following items to the Counterparty at the contact details shown below:

Notice of a discrepancy: As specified in the Counterparty Annex

Dispute Notice: As specified in the Counterparty Annex

Any notice given by email in accordance with this Part 5.23, will be deemed effective.

(d) **Use of an agent and third party service provider.** For the purposes of Part I(3) of the 2013 Protocol:

Counterparty: Without prejudice to Part I(3)(a) of the 2013 Protocol, Counterparty appoints the entity/ies specified in the Counterparty Annex to act as its agent

Company: Not applicable

5.24 Non-ERISA Representation.

As applied in the Counterparty Annex:

Option 5.24-A

Each party represents (which representations will be deemed to be repeated by it at all times until termination of this Agreement) that it is not (i) an employee benefit plan (hereinafter an “**ERISA Plan**”), as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Title I of ERISA or a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended, or subject to any other statute, regulation, procedure or restriction that is materially similar to Section 406 of ERISA or Section 4975 of the Code (together with ERISA Plans, “**Plans**”), (ii) a person any of the assets of whom constitute assets of a Plan, or (iii) in connection with any Transaction under this Agreement, a person acting on behalf of a Plan, or using the assets of a Plan. It will provide notice to the other party in the event that it is aware that it is in breach of any aspect of this representation or is aware that with the passing of time, giving of notice or expiry of any applicable grace period it will breach this representation.

Option 5.24-B

Each of the Company and the Investment Manager (where applicable), represents and warrants to the Counterparty (which representation and warranty will be deemed to be repeated by each of the Company and the Investment Manager at all times until the termination of this Agreement and will be deemed a representation and agreement for all purposes of this Agreement, including without limitation Sections 3, 4, 5(a)(ii) and 5(a)(iv)) that the assets of the Company do not and will not constitute the assets of any employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any plan within the meaning of and subject to Section 4975 of the Internal Revenue Code of 1986, including by reason of Section 3(42) of ERISA.

5.25 Uncleared Margin Rules.

If applied in the Counterparty Annex:

The Company represents, on the date of this Agreement and upon the execution of each new Transaction, that it is not a Financial Counterparty or Non-Financial Counterparty that has exceeded the clearing threshold (as such terms are defined in the European Market Infrastructure Regulation).

5.26 Force Majeure Protocol

The Counterparty and the Company hereby agree that this Agreement shall be treated as a Covered Master Agreement (as that term is defined in the 2012 Illegality/Force Majeure Protocol published by the International Swaps and Derivatives Association, Inc. on July 11, 2012, as may be amended or modified from time to time (the "**2012 Illegality/Force Majeure Protocol**") and this Agreement shall be deemed to have been amended in accordance with the modifications specified in Schedule 1 to the 2012 Illegality/Force Majeure Protocol, mutatis mutandis.

5.27 Reserved Matters

(i) In accordance with the terms of the Trust Deed and the Conditions, the prior written consent of the Counterparty is required to the matters set out in (A) and (B) below (together, the "**Reserved Matters**"):

  (a) any proposed modification to the following Conditions: Condition 4(a); Condition 4(c); Condition 4(d); Condition 4(e); Condition 7; Condition 8 (to the extent it is proposed that the Interest Rate will be increased); Condition 10(a) or (b); Condition 11 (to the extent that (i) the Maturity Date or Early Redemption Date is to be delayed; or (ii) the Redemption Amount or Early Redemption Amount is to be increased); Condition 12; Condition 14(c); Condition 19; the governing law of any Transaction Document; the definition of "Mandatory Early Redemption Events"; or any definitions used in the Conditions identified above; and/or

  (b) any proposed waiver or authorization of any breach or proposed breach of Condition 12 (other than a Non-Convertible Debentures Default).

(ii) The Counterparty shall within 15 Business Days (or such longer period as may be stipulated therein) of the date of receipt from the Note Trustee of a written notice (the "**Reserved Matter Notice**"), delivered to the Counterparty, via the Security Trustee and at the expense of the Company, and strictly in accordance with the prescribed method for giving effective notice for the purposes of this paragraph 5.27 as set out in the Counterparty Annex, advising of the terms of any proposed modification, waiver or authorisation to one or more of the Reserved Matters, deliver a written notice to the Note Trustee (at the expense of the Company, via the Security Trustee) advising whether it will consent to such proposed modification, waiver or authorisation or the conditions (if any) to be satisfied by the Company in order for it to so consent. In the event that the Counterparty fails to reply within 15 Business Days to any Reserved Matter Notice delivered to it in accordance with the terms hereof (or such longer period as may have been stipulated in the relevant Reserved Matter Notice), the Counterparty shall be deemed to have consented to the amendment, waiver or authorisation proposed therein.

5.28 Delivery of notices, information, accounts or reports

The Company will procure that the Counterparty is provided with copies of all notices, information, accounts or reports:

(i) relating to the Company and/or the Notes; and

(ii) relating to the Non-Convertible Debenture Issuer and/or the Non-Convertible Debentures (to the extent same have been received by the Company by virtue of it being the holder of Non-Convertible Debentures), and that are given to the Noteholders by the Company, or on its behalf, at the same time or promptly after the date on which such notices, information, accounts or reports are provided to the Noteholders.

5.29 Deferral of payments during the VRR Retention Period

Notwithstanding anything to the contrary:

(i) no Original Assets Proceeds may be remitted out of India or paid to any Counterparty by the Company under this Agreement, unless one of the following conditions is satisfied: (a) the VRR Retention Period has expired; or (b) prior to the expiry of the VRR Retention Period, the amount so remitted or applied represents either (x) interest payments on the Original Assets or (y) proceeds of any sale of the Original Assets to another FPI (and in relation to any such sale to another FPI, the Company and the purchasing FPI shall abide by all terms and conditions applicable to the relevant FPI under the VRR Scheme) as part of any Liquidation, (c) prior to the expiry of the VRR Retention Period, the aggregate amount of such Original Assets Proceeds to be remitted or applied (excluding any amounts specified in sub-paragraph (b) above) is no greater than the VRR Permitted Remittance Amount, or (d) the Reserve Bank of India has approved any such remittance out of India; and

(ii) any payment obligation (or part thereof) of the Company under this Agreement falling within the VRR Retention Period which cannot be made as a result of sub-paragraph (i) above shall instead be made on the first Business Day falling after the last day of the VRR Retention Period;

(iii) no interest or any additional amount shall be payable by the Company in respect of any such deferred payment in sub-paragraph (ii) above; and

(iv) the amounts retained in India during the VRR Retention Period will be held in an account with the Onshore Custodian and will not be invested in any asset, unless otherwise directed by the Company. The Company shall only provide any such direction to the Onshore Custodian if the Company and the Note Trustee (acting on the instruction of the Noteholders) agree to make the necessary amendments to the Transaction Documents to permit such investment.

COUNTERPARTY ANNEX[1]
Barclays

Paragraph	PROVISION	
1.11	**Additional Conditions Precedent**	None.
2.1	**Payer Representations**	No amendment necessary
2.2	**Payee Representations**	Party A makes the following representation: It is a company incorporated under the laws of England and Wales and is tax resident in the United Kingdom. Party B makes the following representations: It is incorporated under the laws of Mauritius and is tax resident in Mauritius.
3(i)	**Tax forms, documents or certificates to be delivered**	Party required to deliver document: Party B Form/Document/Certificate: Any form or document accurately completed and in a manner reasonably satisfactory to the other party that may be required or reasonably requested in order to allow the other party to make a payment under a Transaction without any deduction or withholding for or on account of any Tax or with deduction or withholding at a reduced rate, including, without limitation, an executed United States Internal Revenue Service Form W-9 or Form W-8BEN and/or W-8ECI (or any successor thereto). Date by which to be delivered: Upon execution of this Agreement; and thereafter promptly upon reasonable demand by the other party.
3(ii)	**Other documents to be delivered**	Form/Document/Certificate: Annual audited financial statements of Party B. Date by which to be delivered: To the extent not publicly available, as soon as reasonably practicable within 180 days after request. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes Form/Document/Certificate: Annual audited financial statements and semi-annual unaudited financial statements of the Non-Convertible Debentures Issuer (on a standalone basis) and its group (on a consolidated basis) Date by which to be delivered: To the extent not publicly available, (in relation to the annual audited financial statements) within 180 days after request and (in relation to the semi-annual unaudited financial statements) within 120 days after request. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes

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[1] Only one Annex to be included in ISDA Schedule. Counterparty to complete/update.

Paragraph **PROVISION**

4.1 **Address for Notice**

Address for notices or communications to Party A:

Any notice relating to a particular Transaction shall be delivered to the address or facsimile number specified in the Confirmation of such Transaction.

Any notice relating to amendments to, or waivers of, provisions of this Agreement shall be sent to: cnsgnotices@barclays.com

Any notice delivered for purposes of Sections 5 and 6 of this Agreement shall be delivered to the following address:

Attention: Regional General Counsel & Derivatives Legal Directors

Address: Barclays Bank PLC,
10 Marina Boulevard #24-01,
Marina Bay Financial Centre Tower 2,
Singapore 018983

Address for notices or communications to Party B:

India Green Energy Holdings
7th Floor, Happy World House
37, Sir William Newton Street, Port Louis 11328
Mauritius
Fax: +230 214 1485
E-mail: Rouben.Trivedi@global-ags.com
Attention: Rouben Trivedi, Director

4.2 **Process Agents**

Not Applicable

4.4 **Multibranch Party**

Multibranch Party and may only enter into Transaction through its London and Mumbai Offices

4.10 **Affiliates**

Per ISDA s. 14 definition

5.4 **Additional Representations**

Party B hereby makes the following representations and acknowledgements:

(i) *Priority.* The provisions of Condition 4(c) will apply in respect of any Company Application Date or Trustee Application Date, and it hereby acknowledges that pursuant to Condition 4(c), the claims of the Noteholders rank lower than the claims of the Non-Defaulting Counterparties.

(ii) *Risk Management/Line of Business*. Party B represents to Party A on each date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction), this Agreement has been, and each Transaction hereunder has been or will be, as the case may be, entered into for the purpose of managing its borrowings or investments, hedging its underlying assets or liabilities or in connection with Party B's line of business or for such purpose as permitted by the Reserve Bank of India and not for the purpose of speculation. Each Transaction entered into or proposed to be entered into is in compliance with the provisions of the Foreign Exchange Management Act, 1999 and rules, regulations and notifications issued thereunder from time to time.

(iii) The notional amount and tenor of each Transaction does not exceed the amount and tenor of any exposure to which such Transaction relates ("**Underlying Exposure**"). Each Transaction will be booked against the said Underlying Exposure details of which will be provided to Party A by Party B.

(iv) The Underlying Exposure used for each Transaction has not been hedged with any other bank, including any other Authorised Dealer Category—I Bank (as classified by the Reserve Bank of India ("**RBI**") and as may be amended from time to time, hereinafter "**AD Bank**").

(v) Where any portion of the Underlying Exposure has been hedged separately by any AD Bank(s), Party B shall notify Party A in writing, the particulars of such portion of Underlying Exposure.

(vi) The total amount of derivatives contract booked across AD Bank(s) are within the market value of its investments.

Party B hereby represents as follows:

(a) Party B confirms that the contracts have been booked to hedge the exchange risk and interest rate risk arising out of its issuance of the Notes and purchase of the Non-Convertible Debentures. The original documents or copy of original documents duly certified by their authorised official, evidencing the underlying exposure will be provided to us within 15 calendar days from the Trade Date, failing which Party B confirms that Party A may cancel the contract and recover from them the charges and / or exchange loss as a result of such cancellation, and exchange gains, if any, on account of such cancellation, would be retained by Party A. In case of cancelled contracts, where the original maturity is less than 15 calendar days from trade date, Party B confirms that Party A would retain the exchange gains, if any, on account of cancellation till such time the underlying documents, original or a certified true copy thereof are submitted by Party B to Party A within 15 calendar days from the Trade Date.

Party B confirms that the above underlying exposure against which the Transaction is being booked has not been used for any derivative/ forward Transaction with any other AD Bank, authorised dealer or on an exchange.

Party B also understands that contracts involving Indian Rupee, which are booked by them, to hedge risk arising out of the above underlying exposure can be rolled over by switching from another AD Category I bank on the maturity date of the contract, subject to the following conditions:

i. the switch is warranted by competitive rates on offer or termination of banking relationship with the other AD Category I Bank with whom the contract was previously booked

ii. the cancellation and rebooking are done simultaneously on the maturity date of the contract, and

iii. Party B undertakes to provide Party A with the supporting documentation to evidence the cancellation of the contract with the previous AD Category I bank.

(b) Party B confirms that the size and tenor of this Transaction is not excess of their underlying exposure and that the underlying exposure has not been hedged with any other authorised dealer. Where the underlying exposure is hedged with more than one authorised dealer, the details of hedges booked with other authorised dealers are as below:

Currency	Total Amount Hedged

In case the details of hedges with other authorised dealers are not provided in the table above, Party B confirms that the underlying exposure has been hedged only with Party A.

5.6	**Set-off and Netting**	The second last paragraph of paragraph 5.6 of the Schedule shall be deleted in its entirety and replaced with the following: "Subparagraph (ii) of Section 2(c) of this Agreement will not apply to FX Transactions and Currency Option Transactions (each as defined in the 1998 FX and Currency Option Definitions as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee) which form part of this Agreement (in each case starting from the date of this Agreement)."
5.21	**Dodd-Frank Act**	Not Applicable
5.22	**Section 871 (m) Protocol**	Option 5.22-B is applicable
5.23	**EMIR Protocol**	Applicable
	Local Business Day	London, New York, Singapore, Tokyo
	3rd Party Service Provider	Not Applicable
	Notice of Discrepancy by Company	PortRecDiscrepancy@barclays.com
	Dispute Notice	EMIRdisputenotices@barclays.com
	Part I(3)(a)	Not Applicable
5.24	**Non ERISA Rep**	Disapply
5.25	**Uncleared Margin Rules**	Apply

Paragraph	PROVISION	
5.27	**Prescribed method for giving notice for the purposes of paragraph 5.27 of Part 5**	Notice to the Counterparty shall be deemed to be effective for the purposes of paragraph 5.27 of Part 5 only if validly delivered to each of the addressees at the addresses set out below (whether by way of copy or otherwise) To: See addresses stated for paragraph 4.1 above. And to: Barclays Bank PLC The North Colonnade London, Greater London E14 4BB, United Kingdom Attention: Regional General Counsel & Derivatives Legal Directors
5.29	**Severability**	The following provision shall be added as Part 5.29 in this Schedule: In the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavour, in good faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. It shall in particular be understood that this Severability clause shall not affect the "single agreement" concept of Section 1(c) of this Agreement.
5.30	**Printing of ISDA Master Agreement**	The following provision shall be added as Part 5.30 in this Schedule: Sections 1 to 14 of this ISDA Master Agreement have been printed by Party A. It is the intention of both the parties that the printed form provided should be on the same terms as the 1992 ISDA Master Agreement Copyright © 1992 by the International Swaps & Derivatives Association, Inc. In the event of any inconsistency between Sections 1 to 14 of the ISDA Master Agreement Copyright © 1992 by the International Swaps and Derivatives Association, Inc. and the printed document purporting to incorporate Sections 1 to 14 of this Agreement, Sections 1 to 14 of the ISDA Master Agreement Copyright © 1992 by the International Swaps and Derivatives Association, Inc., shall apply.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Barclays Bank PLC	India Green Energy Holdings
By:	By:
Name:	Name: Rouben Trivedi
Title:	Title: Director
Date:	Date:

COUNTERPARTY ANNEX
HSBC

Paragraph	PROVISION	
1.11	**Additional Conditions Precedent**	None.
2.1	**Payer Representations**	Each of the Counterparty and the Company will make the following representation: It is not required by any applicable law (other than under garnishee provisions of Section 226 of Income-Tax Act 1961, or any State Act or any Central Act in respect of amounts payable to the Payee), as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on: (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement; (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, provided that it shall not be a breach of this representation where reliance is placed on item (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.
2.2	**Payee Representations**	(i) Party A makes the following representations: (a) when acting through its Mumbai Office: Party A represents that it is authorised under Section 197 of the Indian Income-tax Act 1961, by its assessing officer to receive (1) interest; (2) any sums, not being dividends; without tax deduction, such authorization being valid for the financial year for which the authorization is being issued and shall be delivered to Party B prior to the payouts under this agreement. This representation shall be deemed to be repeated on the first day of every financial year with necessary modification for the relevant financial year. (b) when acting through any other Office: None. (ii) Party B makes the following representations: None.

Paragraph **PROVISION**

4.1 **Address for Notice**

Principal address for notices or communications with respect to Party A:

In the case where Party A is acting through its Mumbai office:

Address: 52/60 Mahatma Gandhi Road, Fort, Mumbai 400 001, India

Attention: K Chandrashekar, Manager Credit Operations

Telex: N/A Answerback: N/A

Facsimile: 91 22 66161700/1701

Electronic Messaging System Details: Not Applicable.
(For all purposes)

In the case where Party A is acting through its Hong Kong office:

Address: Level 37, 1 Queen’s Road Central, Hong Kong SAR

Attention: Head of Global Markets Legal (Asia Pacific), Global Markets Legal Department, Asia Pacific

Facsimile: 852 2845 9239

Telex No: 73205 Answerback: HSBC HX

Electronic Messaging System Details: Not Applicable (For all purposes)

Any notice or communication with respect to Party A sent in accordance with Sections 5 and 6 of this Agreement shall also be sent to:

Address: Level 37, 1 Queen’s Road Central, Hong Kong SAR

Attention: Head of Global Markets Legal (Asia Pacific), Global Markets Legal Department, Asia Pacific

Facsimile: 852 2845 9239

Telex No: 73205Answerback: HSBC HX

Electronic Messaging System Details: Not Applicable (For all purposes)

Address for notices or communications to Party B:

India Green Energy Holdings
7th Floor, Happy World House
37 Sir William Newton Street, Port Louis 11328

Mauritius
Fax: +230 214 1485

E-mail: Rouben.Trivedi@global-ags.com

Attention: Rouben Trivedi, Director

Paragraph	PROVISION	
4.2	**Process Agents**	HSBC Holding Limited: Any service of process shall only be valid and effective if it is delivered and marked for the attention of the Group Company Secretary at HSBC Holdings plc, 8 Canada Square, London E14 5HQ.
4.4	**Multibranch Party**	Is a Multibranch Party and may only enter into Transaction through its Mumbai and Hong Kong Offices
4.10	**Affiliates**	No amendment necessary
5.4	**Additional Representations:**	Party B hereby represents as follows: (a) Party B confirms that the contracts have been booked to hedge the exchange risk and interest rate risk arising out of its issuance of the Notes and purchase of the Non-Convertible Debentures. The original documents or copy of original documents duly certified by their authorised official, evidencing the underlying exposure will be provided to us within 15 calendar days from the Trade Date, failing which Party B confirms that Party A may cancel the contract and recover from them the charges and / or exchange loss as a result of such cancellation, and exchange gains, if any, on account of such cancellation, would be retained by Party A. In case of cancelled contracts, where the original maturity is less than 15 calendar days from trade date, Party B confirms that Party A would retain the exchange gains, if any, on account of cancellation till such time the underlying documents, original or a certified true copy thereof are submitted by Party B to Party A within 15 calendar days from the Trade Date. Party B confirms that the above underlying exposure against which the Transaction is being booked has not been used for any derivative/forward Transaction with any other AD Bank, authorised dealer or on an exchange. Party B also understands that contracts involving Indian Rupee, which are booked by them, to hedge risk arising out of the above underlying exposure can be rolled over by switching from another AD Category I bank on the maturity date of the contract, subject to the following conditions: i. the switch is warranted by competitive rates on offer or termination of banking relationship with the other AD Category I Bank with whom the contract was previously booked ii. the cancellation and rebooking are done simultaneously on the maturity date of the contract, and iii. Party B undertakes to provide Party A with the supporting documentation to evidence the cancellation of the contract with the previous AD Category I bank.
5.21	**Dodd-Frank Act**	Disapply
5.22	**Section 871 (m) Protocol**	Option 5.22-A applicable

Paragraph	**PROVISION**	
5.23	**EMIR Protocol**	Disapply
	Local Business Day	N/A
	3rd Party Service Provider	N/A
	Notice of Discrepancy by Company	N/A
	Dispute Notice	N/A
	Part I(3)(a)	*N/A*
5.24	**Non ERISA Rep**	Disapply
5.25	**Uncleared Margin Rules**	Disapply
5.27	**Prescribed method for giving notice for the purposes of paragraph 5.27 of Part 5**	Notice to the Counterparty shall be deemed to be effective for the purposes of paragraph 5.27 of Part 5 only if validly delivered to each of the addressees at the addresses set out below (whether by way of copy or otherwise): Anita MISHRA /Jyotsana Mittal Corporate Risk Solutions The Hongkong and Shanghai Banking Corporation Limited Level 18, HSBC Main Building, 1 Queens Road Central, Hong Kong And Abhishek CHOPRA Commercial Banking The Hongkong and Shanghai Banking Corporation Limited HSBC Main Building Level 9, 1 Queen’s Road Central, HK

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

The Hongkong and Shanghai Banking Corporation Limited	India Green Energy Holdings
By:	By:
Name:	Name: Rouben Trivedi
Title:	Title: Director
Date:	Date:

COUNTERPARTY ANNEX
JPM

Paragraph	PROVISION	
1.11	**Additional Conditions Precedent**	For the purposes of Section 2(a)(iii) it shall be a condition precedent that no Additional Termination Event with respect to the other party shall have occurred and be continuing.
2.1	**Payer Representations**	No amendment necessary
2.2	**Payee Representations**	Party A makes the following representation: It is a U.S. person for U.S. federal income tax purposes. Party B makes the following representations: (i) Party B represents that it is a non-U.S. person for U.S. federal income tax purposes. (ii) Party B represents that, except for transactions the payments with respect to which are effectively connected to a U.S. trade or business, it will enter into each transaction hereunder as an investment, as part of a trading strategy or dealer activity, and not in the ordinary course of its lending business.
3(i)	**Tax forms, documents or certificates to be delivered**	Party required to deliver document: Party B Form/Document/Certificate: United States Internal Revenue Service Form W-9, Form W-8EXP, Form W-8BEN-E and/or Form W-8ECI from Party B (or, where Party B is not the beneficial owner for United States federal income tax purposes, from each beneficial owner of Party B together with Form W-8IMY, with the allocation statement required to be delivered in connection therewith, from Party B, as relevant). Date by which to be delivered: Prior to execution of this Agreement; and promptly upon learning that any form or other document previously provided by Party B has become obsolete or incorrect.
3(ii)	**Other documents to be delivered**	Form/Document/Certificate: Annual audited financial statements of Party B. Date by which to be delivered: To the extent not publicly available, within 180 days after request. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes Form/Document/Certificate: Annual audited financial statements and semi-annual unaudited financial statements of the Non-Convertible Debentures Issuer (on a standalone basis) and its group (on a consolidated basis) Date by which to be delivered: To the extent not publicly available, (in relation to the annual audited financial statements) within 180 days after request and (in relation to the semi-annual unaudited financial statements) within 120 days after request. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes

Paragraph **PROVISION**

4.1 **Address for Notice**

Address for notices or communications to Party A:

Any notice relating to a particular Transaction shall be delivered to the address or facsimile number specified in the Confirmation of such Transaction.

Any notice delivered for purposes of Sections 5 and 6 of this Agreement and paragraph 5.27(ii) of the Schedule shall be delivered to the following address:

JPMorgan Chase Bank, National Association

Attention: Legal Department-FX and Derivatives Group
25 Bank Street, Canary Wharf
London E145JP , England
Facsimile No.: +44 20 3493 0687

With a copy to:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, MUMBAI BRANCH

Attention: Legal Department
J.P. Morgan Tower, Off C.S.T. Road
Kalina, Santacruz (East)
Mumbai 400 098
Telephone: + 91-22-61573000
Facsimile: +91-22-61573990

Address for notices or communications to Party B:
India Green Energy Holdings
7th Floor, Happy World House
37, Sir William Newton Street, Port Louis 11328 Mauritius
Fax: +230 214 1485
E-mail: Rouben.Trivedi@global-ags.com

Attention: Rouben Trivedi, Director

4.2 **Process Agents**

Not Applicable

4.4 **Multibranch Party**

Multibranch Party and may only enter into Transaction through any Office specified in a Confirmation

4.10 **Affiliates**

Per ISDA s. 14 definition

5.4 **Additional Representations**

The following representations shall be inserted as Section 3(g)(iv), (v), (vi) of this Agreement:

"(iv) *Other Transactions*. It understands and acknowledges that the other party may, either in connection with entering into a Transaction or from time to time thereafter, engage in open market transactions that are designed to hedge or reduce the risks incurred by it in connection with such Transaction and that the effect of such open market transactions may be to affect or reduce the value of such Transaction."

(v) *No Agency.* It is entering into each Transaction as principal and not as agent of any person or entity.

5.21 **Dodd-Frank Act**

Applicable

Paragraph	PROVISION	
5.22	**Section 871 (m) Protocol**	Option 5.22-B is applicable
5.23	**EMIR Protocol**	Disapply
	Local Business Day	N/A
	3rd Party Service Provider	N/A
	Notice of Discrepancy by Company	N/A
	Dispute Notice	N/A
	Part I(3)(a)	N/A
5.24	**Non ERISA Rep**	Disapply
5.25	**Uncleared Margin Rules**	Applicable
5.27	**Prescribed method for giving notice for the purposes of paragraph 5.27 of Part 5**	Notice to the Counterparty shall be deemed to be effective for the purposes of paragraph 5.27 of Part 5 only if validly delivered to each of the addressees at the addresses set out below (whether by way of copy or otherwise): See address stated for paragraph 4.1 above.
5.29	**QFC Stay Rule**	The following provision shall be added as Part 5.29 in this Schedule: **QFC Stay Rule.** The parties acknowledge and agree that (i) to the extent that prior to the date hereof both parties have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the "Protocol"), the terms of the Protocol are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Protocol Covered Agreement, JPMorgan Chase Bank, N.A. or Party A as to this Agreement shall be deemed a Regulated Entity and Zeus Energy Holdings or Party B, as the other party to this Agreement shall be deemed an Adhering Party; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial contracts between them to conform with the requirements of the QFC Stay Rules (the "**Bilateral Agreement**"), the terms of the Bilateral Agreement are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Covered Agreement, Party A shall be deemed a Covered Entity and Party B shall be deemed a Counterparty Entity; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the "**Bilateral Terms**") of the form of bilateral template entitled "Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)" published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org and, a copy of which is available upon request), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a "**Covered Agreement**," Party A shall be deemed a "Covered Entity" and Counterparty shall be deemed a "**Counterparty Entity**." In the event that, after the date of this Agreement, both parties hereto become adhering parties to the Protocol, the terms of the Protocol will

replace the terms of this paragraph. In the event of any inconsistencies between this Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the "**QFC Stay Terms**"), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. For purposes of this paragraph, references to "this Agreement" include any related credit enhancements entered into between the parties or provided by one to the other. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, with all references to Party A replaced by references to the covered affiliate support provider.

"*QFC Stay Rules*" means the regulations codified at 12 C.F.R. 252.2, 252.81–8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

5.30 **Incorporation of the ISDA Benchmarks Supplement**

The following provision shall be added as Part 5.30 in this Schedule:

In respect of a Transaction or a Swap Transaction (as each such term is defined in the relevant Definitions) where the parties have incorporated the FX Definitions, the 2002 ISDA Equity Derivatives Definitions, the 2005 ISDA Commodity Definitions and/or the 2006 Definitions (together, the "Product Definitions"), as amended and supplemented from time to time, the parties agree that the ISDA Benchmarks Supplement as published by the International Swaps and Derivatives Association, Inc. on 19 September 2018 is hereby incorporated and supplements the relevant Product Definitions with respect to any Transaction or Swap Transaction entered into on or after the date of this Agreement. Any notices delivered for the purposes of the ISDA Benchmarks Supplement shall be delivered to the following addresses:

Party A:

General notices: EU.Benchmark@jpmorgan.com
Amendments and modifications: EU.Benchmark@jpmorgan.com

Party B:

General notices: Rouben.Trivedi@global-ags.com
Amendments and modifications: Rouben.Trivedi@global-ags.com

5.31 **Documentary Evidence of Underlying Exposure**

The following provision shall be added as Part 5.31 in this Schedule:

If the Company is not a market maker, it shall forthwith (and in any event no later than 15 (fifteen) days from the Trade Date of each Transaction) provide to the Counterparty, all documentary evidence in relation to the Underlying Exposure (as defined above) of such Transaction in original, or where the submission of original is not possible, a copy of the same duly certified by an authorized signatory of the Company ("**Documentary Evidence**"). If the tenure of the Transaction is less than 15 (fifteen) days or the Transaction is cancelled within 15 (fifteen) days from the Trade Date, any gains accruing to the Company from the Transaction shall be

Paragraph	**PROVISION**	
		withheld by the Counterparty until the said Documentary Evidence is provided by the Company as contemplated under the applicable Regulations (as defined above). Upon failure of the Company to provide the said Documentary Evidence to the Counterparty within 15 (fifteen) days of the Trade Date, JPMorgan hereby reserves the right to cancel the Transaction and the Company shall not be entitled to any gains that have accrued from the same.
5.32	**Execution of Confirmation and Inconsistency**	The following provision shall be added as Part 5.32 in this Schedule: The Confirmation of each Transaction may be executed in more than one counterparts, each of which will be deemed to be an original and may be exchanged by facsimile transmission or by electronic messaging system or may be delivered. In the event of any dispute in the version of the Confirmation retained by the Counterparty and the version retained by the Company, the version retained by the Counterparty will prevail.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

JPMorgan Chase Bank N.A.	India Green Energy Holdings
By: ______________________	By: ______________________
Name:	Name: Rouben Trivedi
Title:	Title: Director
Date:	Date:

COUNTERPARTY ANNEX
MS

Paragraph	PROVISION	
1.11	**Additional Conditions Precedent**	None.
2.1	**Payer Representations**	No amendment necessary
2.2	**Payee Representations**	Party A makes the following representations: (a) It is a public limited company duly organized under the laws of England and Wales; and (b) It is acting as a "qualified derivatives dealer" as defined in Revenue Procedure 2017-15, 2017-3 I.R.B. 437, with respect to any transaction under this Agreement that could give rise to the payment of a "dividend equivalent" as that term is used in Section 1.871-15(c) of the United States Treasury Regulations (any such transaction, a "Section 871(m) Transaction"). Party B makes the following representation: It is a limited company with legal personality duly organized under the laws of Mauritius.
3(ii)	**Other documents to be delivered**	Form/Document/Certificate: A copy of the annual report of such party containing audited consolidated financial statements for each such fiscal year, certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles in the country in which such party is organized. Date by which to be delivered: As soon as practicable after the issue date of the Notes and also within 120 calendar days after the end of each fiscal year while there are any obligations outstanding under this Agreement. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes Form/Document/Certificate: Annual audited financial statements and semi-annual unaudited financial statements of the Non-Convertible Debentures Issuer (on a standalone basis) and its group (on a consolidated basis) Date by which to be delivered: (a) in relation to the annual audited financial statements, within 120 calendar days after the end of each fiscal year while there are any obligations outstanding under this Agreement and (b) in relation to the semi-annual unaudited financial statements, within 90 days after the end of such semi-annual period while there are any obligations outstanding under this Agreement. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes Form/Document/Certificate: A copy of all relevant formation documents (such as certificate of formation, articles of incorporation, partnership agreement, trust agreement and/or central register of

charities), disclosure documents (such as offering memorandum, prospectus, memorandum and articles of association and/or audited financial statement), a list of all principals (such as directors / trustees / general partners) (in each case as may be amended from time to time), the government-issued or taxpayer identification number (as applicable), and any other documentation required to meet customer identification program requirements.

Date by which to be delivered: The earlier of (i) execution of this Agreement and (ii) the trade date of the first Transaction and as deemed necessary for any further documentation.

Party required to deliver document: Party B

Covered by Section 3(d) Representation: Yes

Form/Document/Certificate: Such other documents as the other party may reasonably request.

Date by which to be delivered: Upon request.

Party required to deliver document: Party B

Covered by Section 3(d) Representation: No

4.1 **Address for Notice** Address for notices or communications to Party A:

For notices or communications with respect to Sections 5 or 6 only:

MORGAN STANLEY & CO. INTERNATIONAL PLC
25 Cabot Square / Canary Wharf
London E14 4QA
England
Attention: Close-out Notices
With a mandatory copy to:
Facsimile No.: +1 212 507 4622

For notices or communications with respect to all purposes other than Sections 5 or 6:

MORGAN STANLEY & CO. INTERNATIONAL PLC
25 Cabot Square / Canary Wharf
London E14 4QA
England
Attention: Miscellaneous Notices
Facsimile No.: +1 212 404 9899

Address for notices or communications to Party B:

India Green Energy Holdings
7th Floor, Happy World House
37, Sir William Newton Street, Port Louis 11328

Mauritius
Fax:+230 214 1485

E-mail:Rouben.Trivedi@global-ags.com

Attention: Rouben Trivedi, Director

Paragraph	PROVISION	
4.2	**Process Agents**	Not Applicable
4.4	**Multibranch Party**	No amendment necessary.
4.9	**Jurisdiction**	Jurisdiction: Section 13(b) shall be deleted and replaced with: "In relation to any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**"), each party irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objections to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum."
4.10	**Affiliates**	No amendment necessary.
5.4	**Additional Representations**	Party B hereby makes the following representations and acknowledgement: *Priority.* The provisions of Condition 4(c) will apply in respect of any Company Application Date or Trustee Application Date, and it hereby acknowledges that pursuant to Condition 4(c), the claims of the Noteholders rank lower than the claims of the Non-Defaulting Counterparties.
5.6	**Set-off and Netting**	The second last paragraph of paragraph 5.6 of Part 5 of the Schedule shall be deleted in its entirety and replaced with the following: "Subparagraph (ii) of Section 2(c) of this Agreement will not apply to any Transactions which form part of this Agreement (in each case starting from the date of this Agreement), provided, however, that (i) obligations to make payments pursuant to FX Transactions (as defined in the 1998 FX and Currency Option Definitions as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee, including Annex A thereto as in effect of the Trade Date of the relevant Transaction (collectively, the "**1998 FX Definitions**") shall only be netted, satisfied and discharged against obligations to make payments arising out of the same or other FX Transactions and obligations to make payments pursuant to Currency Option Transactions (as defined in the 1998 FX Definitions) shall only be netted, satisfied and discharged against obligations to make payments arising out of the same or other Currency Option Transactions and (ii) Premiums in respect of Currency Option Transactions shall be netted, satisfied and discharged only against other Premiums in respect of Currency Option Transactions. The Calculation Agent shall notify the parties of the amounts of any such netted payments (which notice may be by telephone)."
5.21	**Dodd-Frank Act**	Not Applicable
5.22	**Section 871 (m) Protocol**	Option 5.22-A is applicable

Paragraph	**PROVISION**	
5.23	**EMIR Protocol**	Applicable
	Local Business Day	London and New York
	3rd Party Service Provider	Not Applicable
	Notice of Discrepancy by Company	portfolio.matching@morganstanley.com
	Dispute Notice	portfolio.matching@morganstanley.com
	Part I(3)(a)	Not Applicable
5.24	**Non-ERISA Representation**	Option 5.24-A is applicable provided that “Each party” in the first sentence shall be replaced by “Party B” and the last sentence shall be deleted in its entirety and replaced by “Party B will provide notice to Party A in the event that it is aware that it is in breach of any aspect of this representation or is aware that with the passing of time, giving of notice or expiry of any applicable grace period it will breach this representation.”
5.25	**Uncleared Margin Rules**	Applicable, provided that paragraph 5.25 of Part 5 of the Schedule shall be deleted in its entirety and replaced with the following: “5.25 Uncleared Margin Rules. If applied in the Counterparty Annex: The Company represents, as at the date of this Agreement and upon the execution of each new Transaction, that it is not a Financial Counterparty or Non-Financial Counterparty that is subject to the clearing obligation, or would be either if it was incorporated in the European Union or the United Kingdom (as applicable) (as such terms are defined in Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 (as it may be amended from time to time) or the Over the Counter Derivatives, Central Counterparties and Trade Repositories (Amendment, etc., and Transitional Provision) (EU Exit) Regulations 2018, as amended from time to time)) (as applicable).”
5.27	**Prescribed method for giving notice for the purposes of paragraph 5.27 of Part 5**	Notice to the Counterparty shall be deemed to be effective for the purposes of paragraph 5.27 of Part 5 only if validly delivered to each of the addressees at the addresses set out below (whether by way of copy or otherwise): See addresses stated for paragraph 4.1 above.
5.30	**U.S. Resolution Stay**	The following provision shall be added as paragraph 5.30 of Part 5 in this Schedule: “The parties agree that (i) to the extent that prior to the date hereof the parties hereto have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the “**Protocol**”), the terms of the Protocol are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Protocol Covered Agreement and each party shall be deemed to have the same status as Regulated Entity or Adhering Party as applicable to it under the Protocol; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial

contracts between them to conform with the requirements of the QFC Stay Rules (the "**Bilateral Agreement**"), the terms of the Bilateral Agreement are incorporated into and form a part of this Agreement and for such purposes each party shall be deemed to have the same status as "Covered Entity", "Counterparty Entity" or "Client Entity" (or other similar term) as applicable to it under the Bilateral Agreement; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the "**Bilateral Terms**") of the form of bilateral template entitled "Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)" or the "Agency Version of Omnibus Agreement (for use with U.S. G-SIBs)", as applicable, published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org)), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a "Covered Agreement," Party A shall be deemed a "Covered Entity" and Party B shall be deemed a "Counterparty Entity" (or "Client Entity" for the Agency version, as applicable). In the event that, after the date of this Agreement, all parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this section. In the event of any inconsistencies between this Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the "**QFC Stay Terms**"), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. For purposes of this paragraph, references to "this Agreement" include any related credit enhancements entered into between the parties, directly or indirectly through an agent, or provided by one to the other. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, as applicable, with all references to Party A replaced by references to the covered affiliate support provider.

"**QFC Stay Rules**" means the regulations codified at 12 C.F.R. 252.2, 252.81–8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Morgan Stanley & Co. International plc	India Green Energy Holdings
By:	By:
Name:	Name: Rouben Trivedi
Title:	Title: Director
Date:	Date:

COUNTERPARTY ANNEX

Goldman Sachs International ("GSI")

Paragraph	PROVISION	
1.11	**Additional Conditions Precedent**	None.
2.1	**Payer Representations**	No amendment necessary
2.2	**Payee Representations**	Party A makes the following representation: It is resident in the United Kingdom for United Kingdom tax purposes. Party B makes the following representations: (A) It is a "non-US branch of a foreign person" as that term is used in section 1.1441-4(a)(3)(ii) of the U.S. Treasury Regulations, and a "foreign person" as that term is used in section 1.6041-4(a)(4) of the U.S. Treasury Regulations. (B) No payment received or to be received by Party B under this Agreement will be effectively connected with the conduct of a trade or business within the United States.
3(i)	**Tax forms, documents or certificates to be delivered**	Party required to deliver document: Party B Form/Document/Certificate: A correct, complete and executed United States Internal Revenue Service Form W8-BEN-E (with all parts fully completed), or any successor form. Date by which to be delivered: (i) On a date which is before the first Scheduled Payment Date under this Agreement, (ii) promptly upon reasonable demand by Party A, and (iii) promptly upon learning that any such form previously provided by Party B has become obsolete, incorrect or ineffective.
3(ii)	**Other documents to be delivered**	Form/Document/Certificate: Annual audited financial statements and semi-annual unaudited financial statements of Party B (on a standalone basis), the Restricted Group (on a consolidated basis) and ReNew Power Private Limited (on a consolidated basis) Date by which to be delivered: To the extent not publicly available, (in relation to the annual audited financial statements) within 120 days after request and (in relation to the semi-annual unaudited financial statements) within 90 days after request. Party required to deliver document: Party B Covered by Section 3(d) Representation: Yes Form/Document/Certificate: A copy of the Officer's Certificate (as defined in the Non-Convertible Debentures Conditions) (the "**NCD Issuer Certificate**") setting forth the details of any Default or Event of Default (each as defined in the Non-Convertible Debentures Conditions) and the action which the Issuers (as defined in the Non-Convertible Debentures Conditions) propose to take with respect thereto, as required to be delivered by the Issuers (as defined in the Non-Convertible Debentures Conditions) in accordance with

and pursuant to the section entitled "*Provision of Financial Statements and Reports*" in the Non-Convertible Debentures Conditions.

Date by which to be delivered: The date on which the Issuers (as defined in the Non-Convertible Debentures Conditions) are required to deliver the NCD Issuer Certificate under the relevant section under the section entitled "*Provision of Financial Statements and Reports*" in the Non-Convertible Debentures Conditions.

Party required to deliver document: Party B

Covered by Section 3(d) Representation: Yes

Form/Document/Certificate: A copy of the Officer's Certificate (as defined in the Non-Convertible Debentures Conditions) (the "**Interest Service Coverage Ratio Certificate**") stating the Interest Service Coverage Ratio (as defined in the Non-Convertible Debentures Conditions) at the end of each fiscal year of the Issuers (as defined in the Non-Convertible Debentures Conditions) and showing in reasonable detail the calculation of such ratio in accordance with and pursuant to the section entitled "*Provision of Financial Statements and Reports*" in the Non-Convertible Debentures Conditions.

Date by which to be delivered: The date on which the Issuers (as defined in the Non-Convertible Debentures Conditions) are required to deliver the Interest Service Coverage Ratio Certificate under the relevant section under the section entitled "*Provision of Financial Statements and Reports*" in the Non-Convertible Debentures Conditions.

Party required to deliver document: Party B

Covered by Section 3(d) Representation: Yes

Form/Document/Certificate: A copy of the certificate of the Company required to be delivered in accordance with and pursuant to clause 11.5 (*Certificate of Directors*) of the master trust terms forming part of the Trust Deed (the "**Company Certificate**").

Date by which to be delivered: The date on which the Company is required to deliver the Company Certificate under the master trust terms forming part of the Trust Deed.

Party required to deliver document: Party B

Covered by Section 3(d) Representation: Yes

Form/Document/Certificate: Any Credit Support Document specified in paragraph 4.6

Date by which to be delivered: On the issue date of the Notes

Party required to deliver document: Party B

Covered by Section 3(d) Representation: No

Paragraph	**PROVISION**	
4.1	**Address for Notice**	Address for notices or communications to Party A: Goldman Sachs International Plumtree Court 25 Shoe Lane London EC4A 4AU Telephone No.: +44 20 7774 1000 For notices pursuant to Sections 5 or 6, paragraph 5.27(ii) of the Schedule and any notice of an Account Bank Failure to pay, notice shall be sent to each of the following: Address and telephone number: As above Attention: Derivatives Legal Email: gs-project-artemis@GS.com Address for notices or communications to Party B: India Green Energy Holdings 7th Floor, Happy World House 37, Sir William Newton Street, Port Louis 11328 Mauritius Tel : +230 203 4300 / +230 405 4351 Fax: +230 214 1485 E-mail:Rouben.Trivedi@global-ags.com Attention: Rouben Trivedi, Director
4.2	**Process Agents**	Not Applicable
4.4	**Multibranch Party**	Not a Multibranch Party.
4.5	**Calculation Agent**	The Calculation Agent is the Counterparty unless otherwise specified in the Confirmation relating to a Transaction, provided that if at any time the Counterparty is the Defaulting Party with respect to whom an Event of Default has occurred and is then continuing, the Calculation Agent shall be a Leading Dealer appointed by the Determination Agent. All determinations and calculations by the Calculation Agent shall be made in good faith and in a commercially reasonable manner. Where: "**Leading Dealer**" means a leading dealer in the relevant market that is not an Affiliate of the Company or the Counterparty.
4.9	**Jurisdiction**	Jurisdiction: Section 13(b) shall be deleted and replaced with: "In relation to any legal action or proceedings arising out of or in connection with this Agreement or its formation or validity ("Proceedings"), each party irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objections to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum."
4.10	**Affiliates**	Per ISDA s. 14 definition

Paragraph	PROVISION	
5.7.3(v)	**Determination Agent Determination.**	Notwithstanding anything to the contrary in this Agreement, the Determination Agent (if any) appointed in respect of the Notes, acting on behalf of the Company, shall appoint a Leading Dealer (as defined in paragraph 4.5 of Part 4) to make any calculations or determinations expressed to be made by the Company in respect of the Early Termination Amount. The Company will not be liable for any losses or costs to the Counterparty as a result of any delay in appointing a Determination Agent.
5.14	**Payment Instruction**	The Company hereby authorises and instructs the Counterparty to make payment of any other amount due to the Company hereunder by paying such amount directly to the Account Bank to such account as the Account Bank shall specify to the Counterparty or as otherwise specified in the relevant Confirmation relating to a Transaction the subject of this Agreement and the Company shall cooperate in any procedures or provide any additional information or document that the Counterparty may require pursuant to regulation or its internal procedures in order to allow the Counterparty to verify and make payment to such account specified by the Account Bank.
5.21	**Dodd-Frank Act**	Not Applicable
5.22	**Section 871 (m) Protocol**	Option 5.22-A is applicable
5.23	**EMIR Protocol**	Applicable
	Local Business Day	London, United Kingdom
	Notice of Discrepancy	portfolio.reconciliation@gs.com
	Dispute Notice	portfolio.reconciliation@gs.com
	Use of an agent and 3rd Party Service Provider	Without prejudice to Part I(3)(a) of the 2013 Protocol, Party A appoints Goldman Sachs Services Private Limited, Goldman Sachs & Co. LLC and Goldman Sachs (Singapore) Pte to each act as its agent.
	UK EMIR	Terms used but not defined in this paragraph shall have the meanings given to them in the 2013 Protocol. The parties hereby agree and acknowledge that if, following the UK's exit from the EU and the expiry of any applicable transitional or emergency measures: (1) either party is subject to UK EMIR and in respect of such party's rights and obligations under the Attachment, all references in the Attachment to EMIR or any specific provision of EMIR will be amended to be a reference to UK EMIR and the corresponding specific provision of UK EMIR and the Attachment will be construed accordingly; (2) either party is subject to EMIR and in respect of such party's rights and obligations under the Attachment, all reference in the Attachment to EMIR or any specific provision of EMIR will not be amended; and (3) UK EMIR and EMIR apply and there is a difference in the PR Period required under UK EMIR and EMIR, the regime that requires the shortest PR Period will apply to both parties.

Paragraph	PROVISION	
		For this purpose, "UK EMIR" means EMIR as it forms part of "retained EU law" as defined in the European Union (Withdrawal) Act 2018 (as amended from time to time).
5.24	**Non ERISA Rep**	Disapply
5.25	**Uncleared Margin Rules**	Apply
5.27	**Prescribed method for giving notice for the purposes of paragraph 5.27 of Part 5**	Notice to the Counterparty shall be deemed to be effective for the purposes of paragraph 5.27 of Part 5 only if validly delivered to each of the addressees at the addresses set out below (whether by way of copy or otherwise) See address stated for paragraph 4.1 above.
5.30	**U.S. Resolution Stay Provisions**	(1) Recognition of the U.S. Special Resolution Regimes. (a) In the event that Party A becomes subject to a proceeding under (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a "U.S. Special Resolution Regime") the transfer from Party A of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States. (b) In the event that Party A or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("Default Right")) under this Agreement that may be exercised against Party A are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. (2) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry Into Insolvency Proceedings. Notwithstanding anything to the contrary in this Agreement, the parties expressly acknowledge and agree that: (a) Party B shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of Party A becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "Insolvency Proceeding"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and (b) Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of Party A becoming subject to an Insolvency Proceeding,

unless the transfer would result in the Party B being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to the Party B.

(3) U.S. Protocol

If Party B adheres to the ISDA 2018 U.S. Resolution Stay Protocol, as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "ISDA U.S. Protocol"), after the date of this Agreement, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this paragraph 5.30.

For purposes of this paragraph 5.30:

"Affiliate" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Credit Enhancement" means any credit enhancement or credit support arrangement in support of the obligations of Party A under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

(b) In the event that Party A or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("Default Right")) under this Agreement that may be exercised against Party A are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(2) Limitation on Exercise of Certain Default Rights Related to an Affiliate's Entry Into Insolvency Proceedings.

Notwithstanding anything to the contrary in this Agreement, the parties expressly acknowledge and agree that:

(a) Party B shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of Party A becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "Insolvency Proceeding"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and

(b) Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of Party A becoming subject to an Insolvency Proceeding, unless the transfer would result in the Party B being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to the Party B.

(3) U.S. Protocol

If Party B adheres to the ISDA 2018 U.S. Resolution Stay Protocol, as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "ISDA U.S. Protocol"), after the date of this Agreement, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this paragraph 5.30.

For purposes of this paragraph 5.30:

"Affiliate" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Credit Enhancement" means any credit enhancement or credit support arrangement in support of the obligations of Party A under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Goldman Sachs International	India Green Energy Holdings
By:	By:
Name:	Name: Rouben Trivedi
Title:	Title: Director
Date:	Date:

ANNEX B

FORMS OF CONFIRMATION

Form of Swap Confirmation

Date:	
To:	India Green Energy Holdings ("**Company**")
Attn:	Rouben Trivedi, Director
Fax No:	+230 214 1485
From:	[ ] ("**Counterparty**")
Subject:	US$325,000,000 5.375% Secured Notes due 2024 of the Company **(the "Notes")**
Counterparty Ref:	**[ ] (the "Transaction")**

Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "**2006 Definitions**") as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") and the 1998 FX and Currency Option Definitions (the "**FX Definitions**") as published by ISDA, the Emerging Markets Traders Association and the Foreign Exchange Committee (together, the "**Definitions**"), and the Revised Non-Deliverable Swap Transaction Standard Terms Supplement as published on March 14, 2017 by ISDA (the "**NDST Standard Terms Supplement**") are incorporated into this Confirmation. In the event of any inconsistency between (i) the Definitions and/or the NDST Standard Terms Supplement and (ii) this Confirmation, this Confirmation will govern. References herein to a "Transaction" shall be deemed to be references to a "Swap Transaction" for the purposes of the 2006 Definitions.

This Confirmation supplements, forms part of, and is subject to the 1992 ISDA Master Agreement (Multicurrency – Cross Border) and schedule thereto, each between the Company and the Counterparty and dated as of [●] 2020 (as the same may be amended, modified or supplemented from time to time, the "**Agreement**"). All provisions contained in the Agreement govern this Confirmation, except as expressly modified below. In the event of any inconsistency between this Confirmation, the Definitions, or the Agreement, as the case may be, this Confirmation will prevail for purposes of the Transaction to which this Confirmation relates.

Capitalised terms used but not defined herein will have the meanings given to such terms in the terms and conditions of the Notes (the "**Conditions**") as set out in or incorporated by reference into the Preliminary Offering Memorandum dated 16 October 2020 (as amended and supplemented by the pricing supplement of the Notes dated on or around the date of this Confirmation), as amended and supplemented from time to time, relating to the issue of the Notes and the Trust Deed.

The terms of the particular Transaction to which this Confirmation relates are as follows:

1 General Terms

Trade Date:	[ ] October 2020
Effective Date:	[ ] October 2020
Termination Date:	The Date falling one Business Day prior to the Notes Maturity Date.

Calculation Agent:	As set out in the Schedule to the Agreement.
Notes Maturity Date:	[ ]

[*To include Fixed Amounts I and Fixed Amounts II if Coupon Swap is applicable:*]

[Fixed Amounts I

Fixed Rate I Payer:	Counterparty
Fixed Rate I Payer Currency Amount:	USD [ ]
Fixed Rate I:	[ ] per cent. per annum
Fixed Rate I Day Count Fraction:	30/360
Fixed Rate I Payer Period End Dates:	As specified in Appendix A, subject to No Adjustment, provided that the first Calculation Period will commence on, and include [ ]
Fixed Rate I Payer Payment Dates:	As specified in Appendix A, subject to adjustment in accordance with the Preceding Business Day Convention

Fixed Amounts II

Fixed Rate II Payer:	Company
Fixed Rate II Payer Currency Amount:	INR [ ]
Fixed Rate II:	[ ] per cent. per annum
Fixed Rate II Day Count Fraction:	30/360
Fixed Rate II Payer Period End Dates:	As specified in Appendix A, subject to No Adjustment
Fixed Rate II Payer Payment Dates:	As specified in Appendix A, subject to adjustment in accordance with the Preceding Business Day Convention]
Initial Exchange:	Not Applicable
Interim Exchange(s):	Not Applicable
Final Exchange:	Applicable
Final Exchange Date:	The day falling one Business Day prior to the Notes Maturity Date
Counterparty Final Exchange Amount:	If the Spot Rate on the Valuation Date in respect of the Final Exchange Date (the "**Final FX**") is lower than or equal to the Strike Price, zero If the Final FX is greater than the Strike Price, an amount in USD equal to (i) the Fixed Rate I Payer Currency Amount *multiplied by* (ii) (Final FX – Strike Price) *divided by* (iii) Final FX
Company Final Exchange Amount:	Not Applicable
Strike Price:	[ ]

2 Settlement Terms

Reference Currency:	INR
Settlement Currency:	USD
Settlement:	Non-Deliverable
Settlement Rate Option:	INR FBIL (INR01)

3 Miscellaneous

Relevant City(ies) for Business Day (as defined in the FX Definitions) for Valuation Date(s):	[Mumbai]
Relevant City(ies) for Business Day (as defined in the 2006 Definitions) for all other purposes:	[New York, Hong Kong, London, Mauritius, Singapore and Mumbai], provided however, that in the event that a Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, for the purpose of only adjusting the relevant Settlement Date pursuant to "Adjustments to Settlement Date(s) and Termination Date" under the NDST Standard Terms Supplement, [New York, Hong Kong and Mumbai] only.
Valuation Date:	In respect of: (i) each Settlement Date (other than the Final Exchange Date), the day that is one Business Day prior to such Settlement Date; and (ii) the Final Exchange Date, the day that is three Business Days prior to the Notes Maturity Date, (each a "**Scheduled Valuation Date**"), and, in the event of an Unscheduled Holiday, subject to adjustment in accordance with the Preceding Business Day Convention.

Appendix A: Fixed Amounts I and Fixed Amounts II Schedule

For the Fixed Rate I Calculation Period which ends on but excludes the Fixed Rate I Payer Period End Date of:	The applicable Fixed Rate I Payer Payment Date shall be:	For the Fixed Rate II Calculation Period which ends on but excludes the Fixed Rate II Payer Period End Date of:	The applicable Fixed Rate II Payer Payment Date shall be:
29-Apr-21	28-Apr-21	29-Apr-21	28-Apr-21
29-Oct-21	28-Oct-21	29-Oct-21	28-Oct-21
29-Apr-22	28-Apr-22	29-Apr-22	28-Apr-22
29-Oct-22	28-Oct-22	29-Oct-22	28-Oct-22
29-Apr-23	27-Apr-23	29-Apr-23	27-Apr-23
29-Oct-23	27-Oct-23	29-Oct-23	27-Oct-23
29-Apr-24	26-Apr-24	29-Apr-24	26-Apr-24

Confirmed on the date first above written:

INDIA GREEN ENERGY HOLDINGS as Company

By:

Name:

Date:

[●] as Counterparty

By:

Name:

Date:

Form of Swap Confirmation

Date:

To: India Green Energy Holdings (“**Company**”)

Attn:

Fax No:

From: [ ] (“**Counterparty**”)

Subject: US$325,000,000 5.375% Secured Notes due 2024 of the Company **(the “Notes”)**

Counterparty Ref: [ ] (the “Transaction”)

Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a “Confirmation” as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the “**2006 Definitions**”) as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) and the 1998 FX and Currency Option Definitions (the “**FX Definitions**”) as published by ISDA, the Emerging Markets Traders Association and the Foreign Exchange Committee (together, the “**Definitions**”), and the Revised Non-Deliverable Swap Transaction Standard Terms Supplement as published on March 14, 2017 by ISDA (the “**NDST Standard Terms Supplement**”) are incorporated into this Confirmation. In the event of any inconsistency between (i) the Definitions and/or the NDST Standard Terms Supplement and (ii) this Confirmation, this Confirmation will govern. References herein to a “Transaction” shall be deemed to be references to a “Swap Transaction” for the purposes of the 2006 Definitions.

This Confirmation supplements, forms part of, and is subject to the 1992 ISDA Master Agreement (Multicurrency – Cross Border) and schedule thereto, each between the Company and the Counterparty and dated as of [●] 2020 (as the same may be amended, modified or supplemented from time to time, the “**Agreement**”). All provisions contained in the Agreement govern this Confirmation, except as expressly modified below. In the event of any inconsistency between this Confirmation, the Definitions, or the Agreement, as the case may be, this Confirmation will prevail for purposes of the Transaction to which this Confirmation relates.

Capitalised terms used but not defined herein will have the meanings given to such terms in the terms and conditions of the Notes (the “**Conditions**”) as set out in or incorporated by reference into the Offering Memorandum dated [●] 2020, as amended and supplemented from time to time, relating to the issue of the Notes and the Trust Deed.

The terms of the particular Transaction to which this Confirmation relates are as follows:

1 General Terms

Trade Date:	[ ] October 2020
Effective Date:	[ ] October 2020
Termination Date:	The date falling one Business Day prior to the Notes Maturity Date.
Calculation Agent:	Counterparty, provided that if at any time the Counterparty is the Defaulting Party, the Calculation Agent shall be the Determination Agent.
Notes Maturity Date:	[ ]

[*To include Fixed Amounts I and Fixed Amounts II if Coupon Swap is applicable:*]

[**Fixed Amounts I**

Fixed Rate I Payer: Counterparty

Fixed Rate I Payer Currency Amount: USD [ ]

Fixed Rate I: [ ] per cent. per annum

Fixed Rate I Day Count Fraction: 30/360

Fixed Rate I Payer Period End Dates: As specified in Appendix A, subject to No Adjustment, provided that the first Calculation Period will commence on, and include [ ]

Fixed Rate I Payer Payment Dates: As specified in Appendix A and will not adjust for any day that is not a Business Day

Fixed Amounts II

Fixed Rate II Payer: Company

Fixed Rate II Payer Currency Amount: INR [ ]

Fixed Rate II: [ ] per cent. per annum

Fixed Rate II Day Count Fraction: 30/360

Fixed Rate II Payer Period End Dates: As specified in Appendix A, subject to No Adjustment

Fixed Rate II Payer Payment Dates: As specified in Appendix A, subject to adjustment in accordance with the Preceding Business Day Convention

Initial Exchange: Not Applicable

Interim Exchange(s): Not Applicable

Final Exchange: Applicable

Final Exchange Date: The day falling one Business Day prior to the Notes Maturity Date

Counterparty Final Exchange Amount: USD [ ]

Company Final Exchange Amount: INR [ ]

2 Settlement Terms

Reference Currency: INR

Settlement Currency: USD

Settlement: Non-Deliverable

Settlement Rate Option: INR FBIL (INR01)

3 Miscellaneous

Relevant City(ies) for Business Day (as defined in the FX Definitions) for Valuation Date(s):	[New York, Hong Kong, and Mumbai]
Relevant City(ies) for Business Day (as defined in the 2006 Definitions) for all other purposes:	[New York, Hong Kong, London, Mauritius, Singapore and Mumbai], provided however, that in the event that a Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, for the purpose of only adjusting the relevant Settlement Date pursuant to "Adjustments to Settlement Date(s) and Termination Date" under the NDST Standard Terms Supplement, [New York, Hong Kong and Mumbai] only.
Valuation Date:	In respect of: (i) each Settlement Date (other than the Final Exchange Date), the date specified as such in Appendix A, subject to adjustment in accordance with the Preceding Business Day Convention; and (ii) the Final Exchange Date, the day that is three Business Days prior to the Notes Maturity Date, (each a "**Scheduled Valuation Date**"), and, in the event of an Unscheduled Holiday, subject to adjustment in accordance with the Preceding Business Day Convention.

Appendix A: Fixed Amounts I and Fixed Amounts II Schedule

For the Fixed Rate I Calculation Period which ends on but excludes the Fixed Rate I Payer Period End Date of:	The applicable Fixed Rate I Payer Payment Date shall be:	For the Fixed Rate II Calculation Period which ends on but excludes the Fixed Rate II Payer Period End Date of:	The applicable Fixed Rate II Payer Payment Date shall be:	And, with respect to Fixed Amounts I and Fixed Amounts II, the applicable Valuation Date shall be:
29-Apr-21	28-Apr-21	29-Apr-21	28-Apr-21	
29-Oct-21	28-Oct-21	29-Oct-21	28-Oct-21	
29-Apr-22	28-Apr-22	29-Apr-22	28-Apr-22	
29-Oct-22	28-Oct-22	29-Oct-22	28-Oct-22	
29-Apr-23	27-Apr-23	29-Apr-23	27-Apr-23	
29-Oct-23	27-Oct-23	29-Oct-23	27-Oct-23	
29-Apr-24	26-Apr-24	29-Apr-24	26-Apr-24	

Confirmed on the date first above written:

INDIA GREEN ENERGY HOLDINGS as Company

By:

Name:

Date:

[●] as Counterparty

By:

Name:

Date:

REGISTERED OFFICE OF THE COMPANY

India Green Energy Holdings
7th Floor, Happy World House
37, Sir William Newton Street
Port Louis 11328
Mauritius

NOTE TRUSTEE, SECURITY TRUSTEE, PAYING AGENT, TRANSFER AGENT AND REGISTRAR

HSBC Bank USA, National Association
452 Fifth Avenue
New York, NY 10018

ACCOUNT BANK

AfrAsia Bank Ltd
Bowen Square
10, Dr Ferrière Street
Port Louis
Mauritius

LEGAL ADVISORS

To the Non-Convertible Debentures Issuers in relation to the Non-Convertible Debentures as to Indian law

Cyril Amarchand Mangaldas
Peninsula Chambers
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel
Mumbai 400 013 India

To the Non-Convertible Debentures Issuers in relation to the Non-Convertible Debentures as to English and U.S. federal law

Latham & Watkins LLP
9 Raffles Place
#42-02 Republic Plaza
Singapore 048619

To the Company as to Mauritius law

Appleby
7th Floor, Happy World House
37, Sir William Newton Street
Port Louis
Mauritius

To the Initial Purchasers as to Indian law

Talwar Thakore & Associates
3rd Floor, Kalpataru Heritage
127, Mahatma Gandhi Road
Mumbai 400 001 India

To the Initial Purchasers as to English and U.S. federal law

Linklaters Singapore Pte Ltd
One George Street #17-01
Singapore 049145

To the Note Trustee and the Security Trustee as to English law

Mayer Brown International LLP
201 Bishopsgate
London EC2M 3AF
United Kingdom

To the Note Trustee and the Security Trustee as to Mauritius law

Appleby
7th Floor, Happy World House
37, Sir William Newton Street
Port Louis
Mauritius

The information in this amended preliminary offering memorandum is not complete and may be changed. This amended preliminary offering memorandum is not an offer to sell these securities nor does it seek an offer to buy these securities in any jurisdiction where such offer or sale is not permitted.

Amended Preliminary Offering Memorandum dated October 20, 2020
Subject to Completion

Confidential

ReNew
POWER

(INCORPORATED IN INDIA WITH LIMITED LIABILITY)

Rs.[●]

[●]% SENIOR SECURED NON-CONVERTIBLE DEBENTURES DUE 2027

TO BE ISSUED BY CERTAIN SUBSIDIARIES OF, AND GUARANTEED BY, RENEW POWER PRIVATE LIMITED

Bhumi Prakash Private Limited, Bidwal Renewable Private Limited, Pugalur Renewable Private Limited, ReNew Wind Energy (AP) Private Limited, ReNew Wind Energy (AP 3) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, Shruti Power Projects Private Limited, Tarun Kiran Bhoomi Private Limited and Zemira Renewable Energy Limited, each a company with limited liability incorporated under the laws of India (each, an "Issuer," and collectively, the "Restricted Group"), are offering Rs. [●] in aggregate principal amount of their [●]% senior secured non-convertible debentures due 2027 (the "NCDs"). Interest on the NCDs will be payable semi-annually in arrears on each [●] and [●], commencing on [●], 2020. The NCDs will mature on [●], 2027. The NCDs of each Issuer will be guaranteed (the Guarantee") by each of the other Issuers and by ReNew Power Private Limited (the "Parent Guarantor"). The NCDs will not be listed on any stock exchange.

Where all NCDs are Initial Investor NCDs: 1) the Issuers may redeem all or a portion of the Initial Investor NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date (as defined herein), subject to certain conditions; 2) the Issuers may redeem up to 40.0% of the aggregate principal amount of the Initial Investor NCDs with the net cash proceeds from an Equity Offering and/or an INVIT Offering (each, as defined herein), at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions; 3) in the event that the Initial Investor does not provide its consent for the Issuer to undertake a certain Change of Control Coupon Step-Up Event (as defined herein), the Issuers will be required to redeem in whole, but not in part, the Initial Investor NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs, to (but not including) the applicable Redemption Date, subject to certain conditions; and 4) in the event that the Initial Investor does not provide its consent for the Issuer to undertake a certain Change of Control Non-Coupon Step-Up Event (as defined herein), the Issuers will have the right to redeem in whole, but not in part, the Initial Investor NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs, to (but not including) the applicable Redemption Date, subject to certain conditions.

Where no NCDs are Initial Investor NCDs: 1) the Issuers may redeem all or a portion of the NCDs, at a redemption price equal to 100.0% of their principal amount, plus the Applicable Premium (as defined herein) as of, and accrued and unpaid interest, if any, to (but not including) the applicable redemption date, subject to certain conditions; 2) the Issuers may redeem up to 40.0% of the aggregate principal amount of the NCDs with the net cash proceeds from an Equity Offerings and/or an INVIT Offering, at a redemption price equivalent to par plus the applicable amount of interest payable over two Accrual Periods (as defined herein), plus accrued and unpaid interest, if any, to (but not including) the applicable redemption date, subject to certain conditions; and 3) no later than 10 days following the occurrence of a Change of Control (as defined herein), the Issuers will make an offer to redeem all outstanding NCDs at a redemption price equal to 101.0% of the aggregate principal amount of the NCDs, plus accrued and unpaid interest, if any, to (but not including) the date of purchase, subject to certain conditions.

Where some, but not all, NCDs are Initial Investor NCDs: 1) the Issuers may redeem all or a portion of the Initial Investor NCDs, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions, including the requirement that the Issuers shall simultaneously exercise the Make-Whole Optional Redemption (as defined herein) on a pro rata basis in relation to all non-Initial Investor NCDs; 2) the Issuers may redeem up to 40.0% of the aggregate principal amount of the NCDs with the net cash proceeds from an Equity Offering and/or an INVIT Offering, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions, including the requirement that the Issuers shall simultaneously exercise the Equity Clawback Optional Redemption (as defined herein) on a pro rata basis in relation to all non-Initial Investor NCDs; and 3) in the event that the Initial Investor does not provide its consent for the Issuers to undertake a certain Change of Control, the Issuer has the right to request to redeem in whole, but not in part, the Initial Investor NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions, including the requirement that the Issuers shall have simultaneously exercised the Change of Control Redemption (as defined herein) in relation to all non-Initial Investor NCDs.

Upon the occurrence of certain changes in applicable tax law and subject to certain exceptions and as more fully described herein, the Issuers may redeem the NCDs, in whole or in part: 1) in the event that all NCDs are Initial Investor NCDs, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any on the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date (in each case, including any Additional Amounts) (as defined herein); 2) in the event that no NCDs are Initial Investor NCDs, at a redemption price equal to 100.0% of the aggregate principal amount of the NCDs, plus accrued and unpaid interest, if any, to (but not including) the date fixed by the Issuers for redemption (in each case, including any Additional Amounts); and 3) in the event that some, but not all, NCDs are Initial Investor NCDs, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date (in each case, including any Additional Amounts), subject to certain conditions, including the requirement that the Issuers shall have simultaneously exercised the Taxation Redemption (as defined herein) on a pro rata basis in relation to all non-Initial Investor NCDs.

Additionally, on one business day prior to April 29, 2024 the Initial Investor shall have the right to require that the Issuers redeem all, but not some only, of the Initial Investor NCDs at a purchase price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs, to (but not including) the applicable date of repurchase.

Each series of NCDs are general obligations of the applicable Issuer, secured by the applicable Collateral (as described herein), and will rank pari passu in right of payment with all other unsubordinated indebtedness of the applicable Issuer. The Guarantees are general obligations of the Parent Guarantor and the Guarantors, and will rank pari passu in right of payment with all other unsubordinated indebtedness of the Parent Guarantor and the Guarantors. The Guarantees issued by the Guarantors will be secured by the applicable Collateral (as described herein).

The Restricted Group will be required to (or in the case of certain assets, take all commercially reasonable steps to) create, perfect and register the security interest over the Collateral securing the NCDs and the Guarantees issued by the Guarantors within the respective time periods described in Annex A to the "Description of the NCDs." The creation, perfection and registration of the security interest will be subject to various consents, approvals and authorizations from governmental authorities and existing lenders and such consents, approvals or authorizations may not be forthcoming. Accordingly, the Collateral Documents are proposed to be entered into (or in the case of certain assets, all commercially reasonable steps are to be taken to enter into the Collateral Documents) no later than the respective time periods described in Appendix A to the "Description of NCDs." Until such a time as the Collateral Documents are entered into, the NCDs and the Guarantees issued by the Guarantors will be unsecured.

Investing in the NCDs involves a high degree of risk. See "Risk Factors" beginning on page 30.

Price: [●]%

The NCDs have not been, and will not be, registered under the U.S. Securities Act of 1933 (the "Securities Act"), or the securities laws of any other jurisdiction. Accordingly, the NCDs are being offered and sold only outside the United States in "offshore transactions" as defined in, and in accordance with, Regulation S under the Securities Act ("Regulation S"). For a description of certain restrictions on resales and transfers, see "Transfer Restrictions."

In the event that the Restricted Group or the Placement Agents are requested to do so by the relevant regulatory authorities, the Restricted Group will provide the identity of primary holders of the NCDs (procured from the Placement Agents) to such regulatory authorities.

This offering memorandum has not been and will not be registered as a prospectus or a statement in lieu of prospectus or any other offering material in respect of a public offer with the Registrar of Companies in India in accordance with the Companies Act (as defined below) and other applicable laws in India for the time being in force. This offering memorandum has not been and will not be reviewed or approved by any regulatory authority in India (including but not limited to the Securities and Exchange Board of India and any registrar of companies) or Indian stock exchange. This offering memorandum, the NCDs and any other document or material relating to the NCDs are not and should not be construed as an advertisement, invitation, offer, invitation to subscribe or sale of any securities to the public in India. The NCDs have not been offered or sold to any person resident in India.

The date of this offering memorandum is [●], 2020.

NOTICE TO INVESTORS

This amended preliminary offering memorandum replaces the preliminary offering memorandum dated October 16, 2020 in its entirety. This offering memorandum is not an offer to sell the NCDs and is not soliciting an offer to buy the NCDs in any jurisdiction in which the offer or sale is prohibited.

Neither the delivery of this offering memorandum nor any sale made under the terms described herein shall imply that the information herein is correct as of any date after the date hereof. The business, financial condition, results of operations, cash flows and prospects of the Issuers may have changed since that date.

This offering memorandum has not been and will not be registered as a prospectus or a statement in lieu of a prospectus with the Registrar of Companies in India, and is not an offer document (as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended). This offering memorandum has not been and will not be reviewed or approved by any regulatory authority in India, including the Securities and Exchange Board of India, any Registrar of Companies or any stock exchange in India. This offering memorandum is not and should not be construed as an advertisement, offer, invitation to offer, invitation to subscribe, or sale, of any securities to the public. This offering memorandum or any other document or material relating to the NCDs has not been and will not be circulated or distributed in India, directly or indirectly, to the public or members of the public in India. If you purchase any of the NCDs, you will be deemed to have acknowledged, represented and agreed that you are eligible to purchase the NCDs under applicable laws and regulations and that you are not prohibited under any applicable law or regulation from acquiring, owning or selling the NCDs.

This offering is being made in reliance upon exemptions from registration under the Securities Act, for an offer and sale of securities which does not involve a public offering. The NCDs will be initially purchased by the NCD Subscriber in accordance with such exemptions. If you purchase any of the NCDs, you will be deemed to make certain acknowledgments, representations and agreements set forth under “Transfer Restrictions.” You may be required to bear the financial risks of this investment for an indefinite period of time.

This offering memorandum does not constitute a prospectus for the purposes of the Prospectus Rules of the United Kingdom’s Financial Conduct Authority (“FCA”) or section 85 of the United Kingdom’s Financial Services and Markets Act 2000 (as amended) (“FSMA”) and has not been, and will not be, approved by or filed with the FCA. This offering memorandum does not constitute an offer or any part of an offer to the public within the meaning of sections 85 and 102B of FSMA.

The Issuers prepared this offering memorandum solely for use in connection with this offering. In accepting this offering memorandum, you have agreed that this offering memorandum is confidential and that you will hold the information contained herein in confidence. The Issuers reserve the right to reject any offer to purchase any of the NCDs for any reason, or to sell less than the principal amount of the NCDs for which any prospective purchaser has subscribed. This offering memorandum is personal to each offeree and is not an offer to any other person or to the public generally to subscribe for the NCDs. You represent that you are basing your investment decision solely on this offering memorandum and your own examination of the Issuers and the terms of this offering. You cannot distribute this offering memorandum or the information contained in it, by electronic or other means, to any person other than your professional advisor without the Issuers’ prior written consent. You cannot make any photocopies of this offering memorandum.

By receiving this offering memorandum and by purchasing the NCDs, you acknowledge that (1) you have done you own independent investigation regarding the accuracy of such information or your investment decision, and (2) no person has been authorized to give information or to make any representation concerning the Issuers or the NCDs other than as contained in this offering memorandum and information given by the Issuers’ duly authorized representatives in connection with your examination of the Issuers and the terms of this offering. You cannot rely on any such other information or representation.

The Debenture Trustee does not make any representation or warranty, express or implied, concerning the accuracy or completeness of the information in this offering memorandum, and nothing contained in this offering memorandum is, or shall be relied upon as, a promise or representation, from the Debenture Trustee whether as to the past or the future. The Debenture Trustee accordingly disclaims all and any liability whether arising in tort or contract or otherwise (to the fullest extent permitted by law) which they might otherwise have in respect of this offering memorandum or any such statement.

The contents of this offering memorandum do not constitute legal, business or tax advice, and the Issuers make no representation to any purchaser of the NCDs regarding the legality of an investment in the NCDs by such purchaser under any legal investment or similar laws or regulations. You should consult your own attorney, business advisor and tax advisor as to legal, business or tax advice related to a purchase of the NCDs.

You must comply with all applicable laws and regulations in any jurisdiction in which you purchase, offer or sell the NCDs. The Issuers have no responsibility for any purchase, offer or sale of the NCDs by you.

Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state securities commission nor any other securities regulatory authority has approved or disapproved of these securities or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), each Issuer has determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the NCDs are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

PRIIPS REGULATION/PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The NCDs are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "IMD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "Prospectus Directive"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the NCDs or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the NCDs or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

PRESENTATION OF FINANCIAL AND OTHER DATA

Unless otherwise specified or the context otherwise requires:

- the "Company" refers to ReNew Power Private Limited;
- "fiscal year" refers to the fiscal year ended or ending on March 31 of the year indicated;
- the "Group" refers to the Company and its subsidiaries and joint ventures;
- the "Issuer" refers to any of Bhumi Prakash Private Limited, Bidwal Renewable Private Limited, Pugalur Renewable Private Limited, ReNew Wind Energy (AP 3) Private Limited, ReNew Wind Energy (AP) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, Shruti Power Projects Private Limited, Tarun Kiran Bhoomi Private Limited, Zemira Renewable Energy Limited and the term "Issuers" refers to all of them;
- "Ostro Energy" refers to Ostro Energy Private Limited and its subsidiaries and joint ventures;
- The "Restricted Group" refer to the Issuers; and
- "we", "us" and "our" refers to the Group or the Company, as the context requires.

Financial Statements

Financial Statements of the Restricted Group

This offering memorandum includes the Restricted Group's audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 which have been prepared in accordance with recognition, measurement, presentation and disclosure principles specified in the Indian Accounting Standards ("Ind AS") notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accountants of India ("Guidance Note") and presented in Indian rupees and unaudited special purpose interim combined financial statements as at and for the three months ended June 30, 2019 and 2020 which have been prepared in accordance with recognition and measurement principles of Indian Accounting Standards 34 "Interim Financial Reporting" (Ind AS 34) notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note and presented in Indian rupees. These financial statements have been prepared on a basis that combines the balance sheet, profit and loss account and cash flows of the legal entities comprising the Restricted Group entities as per the principles elaborated in the Guidance Note. As the Restricted Group did not constitute a separate legal group of entities for the periods presented, these financial statements are not necessarily indicative of the financial condition, results of operations and cash flows of the Restricted Group that would have occurred if it had operated as a standalone group of entities during the periods presented. The Restricted Group's audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 have been audited by S.R. Batliboi & Co. LLP, and their auditor's reports thereon are included herein. The Restricted Group's unaudited special purpose interim combined financial statements as at and for the three months ended June 30, 2019 and 2020 have been subjected to limited review by S.R. Batliboi & Co. LLP, and their limited review reports thereon is included herein. The auditor's reports by the statutory auditors on the Restricted Group's audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 and the limited review reports by the statutory auditors on the Restricted Group's unaudited special purpose interim combined financial statements as at and for the three months period ended June 30, 2019 and 2020, contains emphasis of matter paragraphs related to the recoverability of dues under litigation from Southern Power Distribution Company of Andhra Pradesh Limited and related to renegotiation and reduction of tariffs of long-term Power Purchase Agreements entered into with Southern Power Distribution Company of Andhra Pradesh Limited.

Financial statements of the Group

This offering memorandum includes the Group's audited consolidated financial statements as at and for the years ended March 31, 2018, 2019 and 2020, which have been prepared in accordance with accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standard) Rules, 2015, as amended. These financial statements have been prepared on an accrual basis and under the historical cost convention. The critical accounting policies adopted in the preparation of the financial statements are given in the section "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies for the Most Recent Reported Financial Period*". The Group's audited consolidated financial statements as at and for the years ended March 31, 2018, 2019 and 2020 have been audited by S.R. Batliboi & Co. LLP ("S.R. Batliboi"), and their auditor's reports thereon are included herein. The Group's financial information as at and for the year ended March 31, 2018 has been derived from the comparative amounts as presented in the Group's audited consolidated financial statements as at and for the year ended March 31, 2019.

The auditor's reports by the statutory auditors on the Group's audited consolidated financial statements as at and for the year ended March 31, 2020 contains emphasis of matter paragraphs related to the recoverability of dues under litigation from Southern Power Distribution Company of Andhra Pradesh Limited and related to renegotiation and reduction of tariffs of long-term Power Purchase Agreements entered into with Southern Power Distribution Company of Andhra Pradesh Limited.

Financial statements of the Company

This offering memorandum includes the Company's audited standalone financial statements as at and for the years ended March 31, 2018, 2019 and 2020 which have been prepared in accordance with accounting principles generally accepted in India, including the Ind AS specified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standard) Rules, 2015, as amended. These financial statements have been prepared on an accrual basis and under the historical cost convention. The Company's audited standalone financial statements as at and for the years ended March 31, 2018, 2019 and 2020 have been audited by S.R. Batliboi, and their auditor's reports thereon are included herein.

Unless the context requires otherwise, the financial information of the Company and the Group in this offering memorandum are derived from relevant financial statements prepared in accordance with Ind AS. Furthermore, the financial information of the Restricted Group has been derived from the Restricted Group's audited special purpose combined financial statements and the financial information of the Restricted Group has been derived from the Restricted Group's unaudited special purpose interim combined financial statements. The Restricted Group's audited special purpose combined financial statements have been prepared in accordance with recognition, measurement, presentation and disclosure principles of Ind AS read with the Guidance Note and the unaudited special purpose interim combined financial statements have been prepared in accordance with recognition and measurement principles of Ind AS 34 read with the Guidance Note. Ind AS differs from International Financial Reporting Standards ("IFRS") and accounting principles generally accepted in the United States. For a discussion of certain significant differences between Ind AS and IFRS, see "*Description of Certain Differences Between Ind AS and IFRS*". Potential investors should consult their own professional advisors for an understanding of the differences between Ind AS and IFRS and how these differences might affect their understanding of the financial information contained herein.

EBITDA and Non-Ind AS Financial Measures (Non-GAAP)

This offering memorandum contains EBITDA and certain other non-Ind AS measures and ratios, including EBITDA margin, that are not required by, or presented in accordance with, SEC requirements, Ind AS or the accounting standards of any other jurisdiction. The Restricted Group presents EBITDA and certain non-Ind AS measures for the Group and the Restricted Group because management uses them in measuring operating performance, in presentations to the Group's directors and as a basis for strategic planning and forecasting, as well as monitoring certain aspects of the Group's and the Restricted Group's operating cash flow and liquidity. The Restricted Group also believes that EBITDA and certain non-Ind AS measures and similar measures are widely used by certain investors, securities analysts and other interested parties as supplemental measures of performance and liquidity.

The Group calculates EBITDA by adding depreciation and amortization expenses, finance costs, share in profit/(loss) of jointly controlled entities, current tax, deferred tax and adjustment of tax relating to earlier periods to profit/(loss) for the year. For the Restricted Group, "EBITDA" is calculated by adding depreciation and amortization expense, finance costs, current tax, deferred tax and tax for earlier years to profit/(loss) for the year/period. The Group and the Restricted Group calculate EBITDA Margin as EBITDA divided by total income. EBITDA as defined by the Restricted Group is different from Combined EBITDA as defined in the debenture trust deeds governing the NCDs. See "*Description of the NCDs—Certain Definitions*."

EBITDA and non-Ind AS measures should not be considered in isolation and are not measures of the financial performance or liquidity of the Group or Restricted Group under Ind AS and should not be considered as an alternative to operating profit or loss for the period or any other performance measures derived in accordance with Ind AS or as an alternative to cash flow from operating, investing or financing activities or any other measure of the Group's liquidity derived in accordance with Ind AS. The EBITDA and non-Ind AS measures of the Group do not necessarily indicate whether cash flow will be sufficient or available for cash requirements and may not be indicative of the results of operations of the Group and the Restricted Group.

The EBITDA and non-Ind AS measures of the Group and the Restricted Group may not be comparable to other similarly titled measures of other companies. EBITDA and non-Ind AS measures have limitations as analytical tools. Some of these limitations include the following: (i) they do not reflect the Group's and the Restricted Group's capital expenditures, their future requirements for capital expenditures or their contractual commitments; (ii) they do not reflect changes in, or cash requirements for, their working capital needs; (iii) they do not reflect the significant interest expense, or the cash requirements necessary, to service interest or principal payments on their debt; (iv) although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often need to be replaced and they do not reflect any cash requirements that would be required for such replacements; and (v) other companies may calculate these measures differently from the way the Group and the Restricted Group do, limiting their usefulness as comparative measures.

Due to these limitations, none of the Group's and the Restricted Group's EBITDA or non-Ind AS measures should be considered as measures of discretionary cash available to the Group or the Restricted Group to invest in the growth of their business or as measures of cash that will be available to them to meet their obligations. You should compensate for these limitations by relying primarily on the Ind AS results of the Group and the Restricted Group using these EBITDA and non-Ind AS measures only to supplement your evaluation of their performance.

Unaudited and unreviewed financial information of the Group

This offering memorandum contains certain financial information of the Group as at July 2, 2020 and for the period April 1, 2020 through July 2, 2020. The independent auditors have not provided any services in relation to this financial information of the Group and it has not been audited or reviewed by the independent auditors of the Group and is based on management's accounts. This financial information should not be considered in isolation or as a substitute for the audited financial information of the Group presented elsewhere in this offering memorandum.

Rounding

Certain amounts in this offering memorandum have been rounded. Accordingly, amounts shown as totals may not be the arithmetic sum of the amounts that precede them.

Prospective financial information

Our Auditors, S.R. Batliboi & Co. LLP, have provided no assurance on the prospective financial information or projections as disclosed in Appendix C—Annual O&M Budget under section "*Description of the NCDs*" and have performed no service with respect to it.

Currency Translations

This offering memorandum contains translations of Indian rupee amounts to U.S. dollars solely for the convenience of the reader. Unless otherwise stated, all translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the RBI as at June 30, 2020. No representation is made that the Indian rupee amounts referred to in this offering memorandum have been, could have been or could be converted into U.S. dollars at that rate or any other rate.

Currency Presentation

Unless otherwise specified or the context otherwise requires, all references to "rupee(s)," "Rs.," "Indian rupee(s)" and "INR" are to the lawful currency of India and all references to "$," "US$" and "U.S. dollar(s)" are to the lawful currency of the United States.

INDUSTRY AND MARKET DATA

Unless stated otherwise, industry and market data in this offering memorandum has been obtained through internal company research, management estimates and industry and general publications. Management estimates are based on publicly available information released by third party sources, data from the Restricted Group's internal research and its knowledge of industries and markets, which the Company and the Restricted Group believes to be reasonable.

This offering memorandum includes industry and market data that the Restricted Group has obtained from industry publications, including an industry report entitled "*Renewable Power Market in India*" dated July 2020 that the Company has commissioned from CRISIL Limited. The industry report represents data, research opinion or viewpoints published, and is not a representation of fact. The industry report speaks as at its original publication date (and not as at the date of this offering memorandum) and the opinions expressed in such industry report are subject to change without notice. Industry publications generally state that the information contained in those publications has been obtained from sources that are believed to be reliable but their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although the Company and the Restricted Group believes that the industry and market data in this offering memorandum is reliable, such data has not been verified by the Company or the Restricted Group or any independent source nor does the Company or the Restricted Group make any representation regarding the accuracy of such data. The market data include projections that are based on a number of assumptions. In addition, the extent to which the market data presented in this offering memorandum is meaningful depends on the reader's familiarity with and understanding of the methodologies used in compiling such data. There are no standard data-gathering methodologies in the industry in which the Company and Restricted Group conduct their business, and methodologies and assumptions may vary widely among different industry sources. Accordingly, no investment decision should be made solely on the basis of such information.

CERTAIN DEFINITIONS

Unless otherwise specified or the context otherwise requires, in this offering memorandum:

- "**APSPDCL**" refers to Southern Power Distribution Company of Andhra Pradesh Limited;
- "**AVVNL**" refers to Ajmer Vidyut Vitran Nigam Limited;
- "**CAGR**" refers to compound annual growth rate, which is:

  $$\text{CAGR} = \left[\frac{\text{Ending Value}}{\text{Beginning Value}}\right]^{\left[\frac{1}{\#\ of\ years}\right]} - 1$$

- "**BESCOM**" refers to Bangalore Electricity Supply Company Limited;
- "**CCD**" refers to compulsorily convertible debenture;
- "**CERC**" refers to the Central Electricity Regulatory Commission of India;
- "**Companies Act**" refers to the Companies Act 2013 and/or the Companies Act 1956, as applicable;
- "**Companies Act 1956**" refers to the Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon the notification of the sections of the Companies Act 2013) along with the relevant rules, regulations, clarifications and modifications thereunder;
- "**Companies Act 2013**" refers to the Companies Act, 2013, as amended and to the extent effective, read with the rules, regulations, clarifications and modifications thereunder;
- "**CRISIL**" means CRISIL Limited;
- "**CRISIL Report**" refers to CRISIL's report titled "*Renewable Power Market in India*" dated July 2020;
- "**Eligible Investor**" refers to an FPI or any other person to whom the NCDs are permitted to be sold under the applicable regulations;
- "**FATF**" refers to the Financial Action Task Force;
- "**FICCI**" refers to the Federation of Indian Chambers of Commerce and Industry;
- "**GESCOM**" refers to Gulbarga Electricity Supply Company Limited;
- "**GoI**" refers to the government of India;
- "**Government**" refers to state governments in India;
- "**GPCL**" refers to Gujarat Power Corporation Limited;
- "**Guidance Note**" refers to the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accountants of India (Guidance Note);
- "**GUVNL**" refers to Gujarat Urja Vikas Nigam Limited;
- "**HESCOM**" refers to Hubli Electricity Supply Company Limited;
- "**IREDA**" refers to the Indian Renewable Energy Development Agency Limited;
- "**Ind AS**" refers to the Indian Accounting Standards notified under Section 133 of the Companies Act 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended;

- “**JDVVNL**” refers to Jodhpur Vidyut Vitran Nigam Limited;
- “**JVVNL**” refers to Jaipur Vidyut Vitran Nigam Limited;
- “**MESCOM**” refers to Mangalore Electricity Supply Company Limited;
- “**MPPMCL**” refers to Madhya Pradesh Power Management Company Limited;
- “**MSEDCL**” refers to Maharashtra State Electricity Distribution Company Limited;
- “**NVVN**” refers to NTPC Vidyut Vyapar Nigam Ltd;
- “**NTPC**” refers to NTPC Limited;
- “**PFC**” refers to Power Finance Corporation Limited;
- “**PGCIL**” refers to Power Grid Corporation of India Limited;
- “**PSU**” refers to public sector undertaking;
- “**PTC**” refers to PTC India Limited;
- “**RBI**” refers to the Reserve Bank of India;
- “**RLDC**” refers to Regional Load Despatch Centre;
- “**RREC**” refers to Rajasthan Renewable Energy Corporation Limited;
- “**SEBI**” refers to the Securities and Exchange Board of India;
- “**SECI**” Solar Energy Corporation of India;
- “**SERC**” refers to a State Electricity Regulatory Commission;
- “**SPV**” mean special purpose vehicle;
- “**TSSPDCL**” refers to Telangana State Southern Power Distribution Company Limited;
- “**TSNPDCL**” refers to Telangana State Northern Power Distribution Company Limited; and
- “**VRR**” refers to the voluntary retention route under the Circular No. 34 bearing reference number RBI/2018-19/187 issued by the Reserve Bank of India titled “Voluntary Retention Route (VRR) for Foreign Portfolio Investors (FPIs) investment in debt” dated May 24, 2019 as revised by, each as amended, restated, modified and/or replaced from time to time.

GLOSSARY OF TECHNICAL INDUSTRY TERMS

- "**APPC**" refers to average power purchase cost of electricity;
- "**BOP**" refers to balance of plant;
- "**CER**" refers to certified emission reduction;
- "**COD**" refers to commercial operation date;
- "**CUF**" refers to capacity utilization factor and "**PLF**" refers to plant load factor, both of which refer to a project's actual generation output over the stated period of time as a percentage of its installed capacity;
- "**EPC**" refers to engineering, procurement and construction;
- "**ERPA**" refers to emission reduction purchase agreement;
- "**FiT**" refers to feed-in tariff;
- "**GBI**" refers to generation based incentives;
- "**GW**" refers to gigawatt;
- "**GWh**" refers to an hour during which one GW of electrical power has been continuously produced;
- "**IPP**" refers to independent power producer;
- "**kV**" refers to kilovolt;
- "**kW**" refers to kilowatt;
- "**kWh**" refers to an hour during which one kW of electrical power has been continuously produced;
- "**MkWh**" refers to an hour during which one million kW of electrical power has been continuously produced;
- "**MW**" refers to megawatt;
- "**MWDC**" refers to megawatt of direct current;
- "**MWh**" refers to an hour during which one MW of electrical power has been continuously produced;
- "**OEM**" refers to original equipment manufacturer;
- "**O&M**" refers to operation and maintenance;
- "**PPA**" refers to power purchase agreement;
- **"PVSyst**" refers to the software provided by PVSyst SA;
- "**RE**" refers to renewable energy;
- "**REC**" refers to renewable energy certificate;
- "**RPO**" refers to Renewable Purchase Obligation;

- “**SVAGRIHA**” refers to Griha Council’s small, versatile and affordable green rating for integrated habitat assessment; and

- “**UDAY**” refers to Ujwal DISCOM Assurance Yojana.

FORWARD-LOOKING STATEMENTS

This offering memorandum contains forward-looking statements. Forward-looking statements may contain words such as “aim,” “anticipate,” “believe,” “estimate,” “expect,” “goal,” “intend,” “plan,” “seek,” “will” and similar expressions. Similarly, statements that describe the strategies, objectives, plans or goals of the Restricted Group or the Group are also forward-looking statements. All forward- looking statements are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those contemplated by the relevant statement.

The future events referred to in these forward-looking statements involve known and unknown risks, uncertainties and other factors, some of which are beyond the control of the Restricted Group or the Group, which may cause the actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of and the environment in which the Group will operate and are not a guarantee of future performance. Important factors that could cause the actual results, performance or achievements to differ materially from those in the forward-looking statements include the following:

- conditions at the Group’s projects that are unfavorable or below the Group’s estimates;
- the effects of the COVID-19 pandemic on the Group, its customers or its suppliers;
- operational problems that may reduce energy production below the Group’s expectations and require the Group to expend significant amounts of capital and other resources;
- the Group’s inability to construct its projects on time and/or on budget;
- credit and performance risk from third parties under service and supply contracts;
- the ability of the Group’s vendors to satisfy their obligations under warranties and guarantees;
- reliance on a limited number of key customers who may not fulfill their contractual obligations;
- the Group’s inability to procure, renew or maintain necessary governmental approvals and permits to construct and operate its projects;
- the Group’s inability to develop existing sites and to find new sites suitable for the development of renewable energy projects;
- an increase in the cost of operating the Group’s power plants;
- the Group’s inability to renew or retain its statutory or regulatory permits and approvals;
- changes in environmental, health and safety laws and regulations;
- changes in government policies that support renewable energy;
- availability of and access to interconnection facilities and transmission systems;
- negative public or community response to renewable energy projects in general or the Group’s projects specifically;
- competition from traditional and renewable energy sources;
- additional risks arising from the future growth of the Group’s portfolio;
- fluctuations in supply and demand in the energy market in India;
- the effects of current or future litigation or administrative proceedings;

- natural events that may reduce energy production below the Group's expectations;
- the Group's inability to insure against all potential risks and higher insurance premiums;
- the Group's inability to make accurate projections and underlying assumptions;
- the Group's inability to finance the growth of its business;
- loss of one or more members of the Group's senior management or key employees;
- currency exchange rate fluctuations;
- the Group's substantial amount of debt;
- the Group's failure to manage its growth; and
- violations under anti-corruption legislation.

Additional factors that could cause the actual results, performance or achievements to differ materially include those discussed under "*Risk Factors*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Business*". When relying on forward-looking statements, including projections, you should carefully consider the foregoing factors and other uncertainties and events, especially in light of the political, economic, social and legal environment in which the Group operates. Such forward-looking statements speak only as at the date on which they are made. Accordingly, neither the Restricted Group nor the Company undertakes any obligation to update or revise any of them, whether as a result of new information, future events or otherwise. Neither the Company nor the Restricted Group makes any representation, warranty or prediction that the results anticipated by such forward-looking statements will be achieved. Accordingly, you should not place undue reliance on any forward-looking statements.

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SUMMARY

This summary highlights certain information contained in this offering memorandum. This overview does not contain all the information you should consider before investing in the NCDs. You should read this entire offering memorandum carefully, including "Risk Factors," and the financial statements and related notes thereto set forth herein, before making an investment decision.

Overview

We are the largest renewable energy IPP in India in terms of operating capacity, according to the CRISIL Report. As at August 31, 2020, we had a total capacity of approximately 10.16 GW, comprising wind and solar projects with a total operational capacity of 5.43 GW and 4.73 GW of capacity under development. We develop, build, own and operate utility scale wind and solar energy projects as well as distributed solar energy projects that generate energy for commercial and industrial customers.

We have a strong track record of organic and inorganic growth having nearly doubled our operational capacity in each of the years ended March 31, 2018 and 2019. We have achieved a market leading position in the Indian renewable energy industry against the backdrop of the GoI's policies to promote the growth of the industry. We have a robust balance sheet and demonstrated access to diversified pools of capital from Indian and international investors, lenders and other capital providers. We are a professionally managed company and our senior management led by our Chairman and Managing Director, Sumant Sinha, has extensive experience across our operational and strategic focus areas.

We were founded in 2011 and commenced operations in 2012 with our first project which had a capacity of 25.20 MW and is located in Jasdan, Gujarat. We achieved our initial 100 MW of installed capacity in March 2013, and developed our first 50 MW group captive consumer project in May 2013. In July 2014, we developed our first distributed solar project of 300 kWp and we commissioned our first utility scale solar project with a capacity of 50 MW in June 2015. We increased our operational capacity from 545.76 MW as at March 31, 2015 to 986.90 MW as at March 31, 2016 and became the first Indian renewable energy IPP to exceed 1 GW of operational capacity in April 2016. We then doubled our operational capacity to 1.99 GW as at March 31, 2017 and again more than doubled it to 4.56 GW as at March 31, 2019 and 5.43 GW as at August 31, 2020. Our growth in operational capacity has been contributed to by our acquisitions of KCT and its portfolio of 103.10 MW of wind energy projects in November 2017, and our acquisition of Ostro Energy and its portfolio of 1,108.10 MW of wind and solar energy projects in March 2018 of which 858.10 MW of projects were operational.

As at August 31, 2020, our portfolio of projects comprised:

- 5,326 MW operational utility scale projects, 4,714 MW under development utility scale projects including RTC/peakpower projects and 125 MW distributed solar projects with a combined capacity of 10.16 GW, comprising:
    - 3,245 MW operational and 696 MW under development wind energy projects with a total capacity of 3,941 MW;
    - 2,081 MW operational and 2,315 MW under development solar energy projects with a total capacity of 4,396 MW;
    - 106 MW operational and 19 MW under development distributed solar projects with a total capacity of 125 MW; and
    - 1,703 MW under development RTC/peakpower projects.

The table below shows the operational capacity and under development capacity of our wind and utility scale solar projects as at August 31, 2020:

Particulars	**Operational Capacity (MW)**	**Under Development Capacity (MW)**
Utility scale wind	3,245	696
Utility scale solar	2,081	2,315
Distributed solar	106	19
Utility scale RTC/PeakPower	-	1,703
Total	**5,432**	**4,733**

Our utility scale wind and solar energy projects were spread over nine states across India with no single state accounting for more than 31% of our total utility scale capacity as at August 31, 2020. Our portfolio as a whole provides a diversified balance of wind and solar projects. Our offtakers include a mix of public utilities and private companies with no single state off-taker accounting for more than 11% of our total capacity. Central offtakers account for over 48% of our total capacity.

We have strong project execution and operational capabilities, including EPC and O&M capabilities, through a combination of internally developed and outsourced expertise. We have on-going relationships with a number of OEMs and believe that our market position, business reputation and credit history have resulted in our becoming a preferred IPP customer for several of these OEMs.

We have demonstrated our ability to access diversified pools of Indian and international capital, including equity, project finance and corporate debt, from a broad cross-section of investors, lenders and other capital providers. Our equity investors include private equity, sovereign wealth and pension funds as well as renewables and infrastructure-focused investors. These institutional equity investors have invested a total of Rs.87,869.14 million in the Company in various tranches over the years, with the most recent investment occurring in June 2019.

Our capital structure is also complemented by a range of debt and project financing instruments from multiple Indian and international lenders which help us optimize our return on the over US$1.4 billion of equity capital we have raised to date.

The following table sets forth certain financial information for the Group for the periods indicated:

	For the year ended March 31,			
	2018	**2019**	**2020**	**2020**
	(Rs. in millions)			**(US$ in millions)[1]**
Total income	27,795	47,902	53,217	705
EBITDA	23,067	41,612	44,704	592
Profit/(Loss) for the year	520	1,030	(5,026)	(67)

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Overview of the Restricted Group

The Restricted Group represents a collection of wind and solar power projects that are large in size, operational, diversified across states and have long-term power purchase agreements.

The Restricted Group's portfolio of assets comprises:

- 13 operational projects with a combined installed capacity of 382 MW as at August 31, 2020 comprising:
  - 5 operational solar energy projects with a total installed capacity of 100 MW; and
  - 8 operational wind energy projects with a total installed capacity of 282 MW.

The Restricted Group accounted for 7% of the Group's operating capacity as at August 31, 2020.

The Restricted Group operates wind energy and utility scale solar projects. The projects comprising the Restricted Group have been selected with due consideration for their stage of operations, diversification by wind and solar as well as by geography and offtaker. The Restricted Group comprises 13 operational projects with a combined installed capacity of 382 MW as at August 31, 2020.

The weighted average balance of the Restricted Group's PPA tenor is 19.3 years starting from August 31, 2020. As at August 31, 2020, the operational capacity of Restricted Group represents 7% of the Group's total consolidated operating capacity. All of the Restricted Group's asset portfolio is operational, thereby providing significant visibility on future operational and financial performance. All the assets of the Restricted Group have been operational for more than two years. The total capacity is comprised of 74% wind and 26% solar projects.

The total income of the Restricted Group accounted for 7% of the Group's total income for the year ended March 31, 2020 and EBITDA of the Restricted Group accounted for 8% of the Group's EBITDA for the year ended March 31, 2020.

The following table shows the details of the Restricted Group's projects.

Location	Project Name	Gross Capacity (MW)	Wind/ Solar	Company Ownership	OEM	Offtaker	Weighted Average Commercial Operation Date	PPA Tenure
Karnataka	Chikodi*	18	Wind	ReNew Wind Energy (AP) Private Limited	Gamesa	Third Party	Jun-13	10-12
Karnataka	Lingasugur*	40	Wind	ReNew Wind Energy (AP) Private Limited	Gamesa	Third Party	Dec-15	10
Gujarat	Vinjalpur	12	Wind	Shruti Power Projects Private Limited	Suzlon	GUVNL	Sep-15	25
Andhra Pradesh	Borampalli	50.4	Wind	Zemira Renewable Energy Limited	Suzlon	APSPDCL	Mar-18	25
Karnataka	MP Three Hannoli	20	Solar	ReNew Wind Energy (MP Four) Private Limited	Canadian Solar	BESCOM	Nov-17	25
Karnataka	RJ Four Turuvekere	20	Solar	ReNew Wind Energy (Rajasthan Four) Private Limited	Renesola	BESCOM	Nov-17	25
Karnataka	MH-Yadgir	20	Solar	ReNew Wind Energy (Maharashtra) Private Limited	Renesola	BESCOM	Oct-17	25
Karnataka	Bhumi Prakash Devdurga	20	Solar	Bhumi Prakash Private Limited	JA Solar	MESCOM	Sep-17	25
Karnataka	Tarun Alland	20	Solar	Tarun Kiran Bhoomi Private Limited	JA Solar	BESCOM	Mar-17	25
Karnataka	Nirlooti	60	Wind	Pugalur Renewable Private Limited	Gamesa	GESCOM	Mar-18	25(1)
Karnataka	Bapuram	50	Wind	Bidwal Renewable Private Limited	Gamesa	GESCOM	Mar-18	25(1)
Rajasthan	Rajgarh	25.6	Wind	ReNew Wind Energy (AP 3) Private Limited	Windworld	AVVNL	Mar-16	25
Madhya Pradesh	Lahori	26	Wind	ReNew Wind Energy (AP 3) Private Limited	Inox	MPPMCL	Mar-17	25

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* ReNew Wind Energy (AP) Private Limited has PPA tie up for 56.5 MW capacity.

(1) PPA tenor for 20 years which is extendable to 25 years.

The following table sets forth certain financial information for the Restricted Group for the periods indicated:

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]	(Rs. in millions)		(US$ in millions)[1]
Total income	1,566	4,048	3,937	52	1,168	1,065	14
EBITDA	1,332	3,557	3,473	46	1,051	934	12
Profit/(loss) for the year/period	(37)	205	(236)	(3)	142	37	0

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Strengths

We believe we have the following competitive strengths.

Market leader in the Indian renewable energy industry

We have grown faster than other renewable energy industry companies in India between March 31, 2013 and March 31, 2020, according to the CRISIL Report. Between March 31, 2011 and March 31, 2020, we grew our total operational capacity at a CAGR of approximately 85% (Source: CRISIL Report). Since incorporation, we have added more operational capacity organically than any other renewable energy IPP in India. For further details, see "*Industry Overview*".

We have achieved our market leading position while following judicious policies across our key areas in business and operations, including prudent treasury management, leverage and investment policies and careful customer, vendor and project selection. We consider that our approach has enabled us to achieve our market leading position based on an appropriately diversified and risk mitigated project portfolio.

With one of the largest portfolios across wind and solar energy projects, we believe we enjoy several advantages including:

- *Project development:* Our scale enables us to negotiate more effectively with and obtain favorable terms from OEM vendors, as we are a significant customer and have a good credit history. We are able to obtain competitive financing terms in the development phase due to our access to multiple pools of capital. Our presence across several Indian states enables us to access extensive wind and solar resource data (including through the use of over 77 wind masts across India as well as solar pyranometers) as well as other technical project execution and evacuation data, enhancing our capacity to bid effectively. Our scale helps us meet project pre-qualification criteria including technical expertise, revenue, capacity and financing requirements when bidding for larger projects. Our abilities in measuring and assessing wind resource (based on detailed wind resource data and rechecked internally as well as independently by third parties) and solar resource, in acquiring land for our projects and in responding to the dynamic regulatory environment in which we operate, collectively, support our business strength in this phase.

- *Project operation:* Substantially all of the capacity under development through our new utility scale projects is in states where we are already present, enabling more efficient O&M coverage. Given the size of our project portfolio, we can also negotiate more effectively with our O&M service providers. Our scale allows us to prudently optimize leverage in our operational projects, refinancing them competitively including by securitizing a portion of project cash flows, extending repayment tenors and obtaining additional financing to support further growth.

- *Project acquisition:* We are disciplined in our acquisition strategy and we ensure that our strategy compliments our organic growth strategy. Our financial strength means that we are able to raise funds promptly to pursue and close acquisitions.

We believe that our market profile also enables us to regularly facilitate industry-wide engagement around renewable energy policymaking in India.

Disciplined project selection and execution

Our ability to select and execute projects in a disciplined manner has aided our growth while supporting our aim of meeting our targeted returns from our projects. In the case of wind energy projects, we have developed capabilities in forecasting and determining wind resource availability that enhance the effectiveness of our turbine site selection. Our wind resource forecasts are validated by independent third parties and we use a network of masts at various locations across India to collect wind site data continuously. This gives us the ability to respond quickly to bid requests and estimate operating parameters more accurately as we normally shortlist a potential wind energy project for bidding only after collecting the relevant mast data. In the case of solar energy projects, we have developed effective EPC capabilities and expertise in project design, construction, procurement and installation. Our in-house solar EPC team has executed over 1.8 GW of capacity.

Our investments in projects are subject to a rigorous and thorough internal process pursuant to which proposed investments are evaluated and appraised at multiple levels by the relevant internal teams, culminating in our independent Investment Committee presenting a final proposal to the Board for its approval. We follow a similarly robust, multi-stage approval process when considering inorganic growth opportunities.

These capabilities, together with our expertise in identifying and acquiring appropriate land for our projects, have helped us achieve our targeted returns and operational performance. Securing appropriate land (whether in terms of suitably sited locations for our wind energy projects or sufficient contiguous land for our utility scale solar energy projects) has been key to our business success. We have built local teams and worked closely with land aggregators to identify and secure land for our projects amounting to over 15,000 acres. In addition, we are experienced in working with multiple local, state and national governmental authorities to obtain land and secure necessary project approvals, including for evacuation infrastructure.

We carefully evaluate evacuation infrastructure and grid availability at our project locations and our project execution capabilities include building and maintaining the necessary evacuation and transmission infrastructure, in accordance with the terms of our PPAs, where required to ensure reliable offtake. In addition, we evaluate the regulatory landscape (including any curtailment issues) as well as the quality of the offtakers for our projects. We also ensure that we partner as required with reputed OEMs with appropriate resources to support our execution efforts including provision of transmission infrastructure, technical support and maintenance services.

Project portfolio diversification across resource, geography, offtakers and vendors

Our portfolio of projects, including those under development, is well diversified between wind and solar projects across geographies and is also diversified across our offtakers and vendors. This diversification mitigates against operational volatility due to seasonal weather conditions and reduces concentration risk. As at August 31, 2020, our total portfolio of projects (including both operational and under development projects) had an aggregate capacity of approximately 10.16 GW, of which 3.94 GW constituted operational and under development utility scale wind energy projects, 4.39 GW constituted operational and under development utility scale solar energy projects, 125 MW distributed solar energy projects and 1.7 GW of RTC/PeakPower projects. Our operational and under development utility scale wind and solar projects were located in nine states across India.

As at August 31, 2020, 93% of the PPAs signed had a term of 20 to 25 years, and 7% of them had a term between 8 to 20 years. Our offtakers include central government agencies, public utilities (specifically state electricity utilities) and private industrial and commercial consumers. We particularly focus on the credit profile of our offtakers and over 65% of our total offtake comprises distribution utilities rated A+ or A by the Ministry of Power. As at August 31, 2020, no single state offtaker accounted for more than 11% of our total capacity.

We work with a range of OEM suppliers for sourcing wind and solar equipment and no single OEM contributed more than 32% of wind turbines of the total contracted wind capacity and no single module supplier contributed more than 21% of solar module panels of the total contracted solar capacity as at August 31, 2020. We work with a number of wind OEM providers for O&M services. We largely undertake O&M services required for our solar energy projects in-house and also started building in-house O&M capabilities for wind projects.

The Restricted Group's portfolio of projects is diversified between wind and solar projects, with total capacity comprised of 74% wind and 26% solar projects. All of the Restricted Group's projects have been operational for more than two years.

Operational and business systems excellence

We have a track record of operating and maintaining our projects at high levels. Our Board closely monitors individual project performance and actively guides our senior management in addressing any operational issues. We run robust O&M procedures across our wind and solar energy projects, working with third party vendors in the case of wind energy projects (given proprietary technology) and largely internally in the case of solar energy projects. We closely monitor vendor performance on projects where we have outsourced O&M to ensure they are performing at our expected generation levels.

Our projects have performed at high levels owing in large part to our proactive equipment maintenance and equipment management capabilities including through turbine, solar array and other equipment performance audits. We rigorously monitor the performance of our wind and solar energy projects from a central site, the ReNew Power Diagnostics Centre, which is staffed by a dedicated performance monitoring team. Our diagnostics center enables us to continuously track real time data on actual energy generation at each site and identify anomalies, if any, so that we can make the necessary operational interventions promptly to address any issues with minimal loss in generation. Our performance monitoring team also analyzes each project to identify systemic problems impacting a project as well as anticipate potential faults, which we can rectify in advance.

We also use Lost Production Factor ("LPF") as a key operational performance metric to improve operational efficiency. LPF allows us to more precisely measure losses on account of our operations (in varying criteria arising from grid issues and curtailment, and preventive or curative maintenance stoppages) over potential generation.

We also continue to invest in our related business systems and capabilities to evaluate new technological products, increase business process automation and more effectively control our supply chain and contract management functions.

Efficient capital structure with access to multiple funding sources

We benefit from a robust balance sheet, which we leverage prudently to support our growth. We have raised a mix of equity, project finance and corporate debt. Our equity investors include a broad cross-section of well-known international private equity, sovereign wealth and pension funds as well as renewables and infrastructure focused investors. We also have access to a range of project finance and debt instruments from multiple Indian and international investors.

Our broad base of equity investors include Goldman Sachs, JERA, ADIA, CPPIB, Asian Development Bank (exited January 2018) and GEF SACEF India. In the years ended March 31, 2017 and 2018, we received total investments of Rs.17,120.21 million and Rs.16,090.0 million and in June 2019 we received Rs.20,903.46 million, respectively. Since our incorporation in 2011, our equity investors have invested a total of Rs.87,869.14 million in the Company in various tranches, helping us retain an efficient capital structure with no mezzanine capital instruments. Most recently, we raised US$300 million through a rights issue of compulsory convertible preference shares to GS Wyvern Holdings Limited, CPPIB and ADIA in June 2019. As at July 12, 2019, we have raised US$470 million from GS Wyvern Holdings Limited, US$347 million from CPPIB, US$300 million from ADIA, US$199 million from JERA, US$50 million from the Asian Development Bank, US$30 million from GEF SACEF India and US$23 million from our management, Cognisa Investment and Wisemore Advisory Private Limited in equity capital. Our project finance, corporate debt lenders and other capital providers include public and private commercial banks, mutual funds and pension funds as well as specialized infrastructure lenders. We have repeatedly accessed the NCD market, allowing us to raise close to Rs.66 billion from reputable investors including Franklin Templeton, Reliance MF, Axis MF, L&T MF, India IDF, L&T IDF and Bajaj Allianz Life Insurance. We further received approvals for US$600 million of debt financing from US Development Finance Corporation (previously the Overseas Private Investment Corporation), a U.S. government entity, and for US$389 million of debt financing from the Asian Development Bank. We accessed the debt capital markets using innovative structures, allowing us to raise Rs.12.1 billion through an India Infrastructure Finance Company Limited partially guaranteed bond for the installation of 208.65 MW of capacity. We were the first Indian renewable energy IPP to raise US$475 million of Rupee-denominated "masala" bonds, the proceeds of which were used to refinance part of our existing project level indebtedness, repay existing subordinated shareholder and inter-company loans, and extend new inter-company loans. In March 2019, September 2019, October 2019 and January 2020 we raised US$435 million, US$300 million, US$90 million and US$450 million, respectively, of U.S. dollar-denominated bonds.

We finance our projects with a mix of equity and debt funding, including credit lines with key Indian lenders, resulting in relatively better financing terms for us. We refinance operational projects regularly to extend repayment tenors, increase borrowing limits and reduce our overall debt service costs. We had obtained partial credit guarantees from IIFCL for projects aggregating to 208.65 MW, resulting in a credit rating of AA+ from India Ratings and CARE for the subsidiaries that operate this portion of our capacity. We also maintain a careful balance between our exposure to fixed and floating interest rate instruments. Our ability to access diversified pools of capital has enabled us to raise funding and refinance our projects regularly and on competitive terms to maximize our capital efficiency. Our capital structure and fundraising track record are aligned with our project development needs and growth plans and we raise an appropriate and efficient mix of funds according to our anticipated requirements.

Experienced professional management team and strong Board governance

We are led by a professional management team with extensive experience in the renewable energy industry, in-depth understanding of managing renewable energy projects and a proven performance track record. Our senior management team includes Sumant Sinha (Chairman and Managing Director) with oversight across all areas of our business, D. Muthukumaran (CFO) with responsibility for our finance and treasury strategy, Balram Mehta (Chief Operating Officer), Ravi Parmeshwar (Chief Human Resources Officer), Sanjay Varghese (EVP Solar), Vaishali Nigam Sinha (Chief-CSR, Communications and Sustainability Officer), Kailash Vaswani (President, Corporate Finance), Ajay Bharadwaj (President, Transmission and Project Management), Mayank Bansal (President, Strategy and Operations), Anil Daulatram Gagvani (EVP, Wind), and Pushkar Prasad (President, Execution Support). We draw on the knowledge of the Board of Directors of the Company, who bring us expertise in the areas of corporate governance, business strategy, and operational and financial capabilities, among others. Our shareholders also have extensive experience of investing in the renewable energy industry. This has been key to a number of our growth strategies, including our measured approach to project selection, our expansion into solar energy projects and our developing internal capabilities across several operational areas.

Our high corporate governance standards are monitored by independent and investor-nominated directors. We pay particular attention in adhering to global anti-corruption and anti-money laundering standards and we maintain compulsory internal training requirements and strict vendor onboarding protocols in this area.

We have a well-developed organizational structure, which includes experienced mid-level and field-level personnel. We maintain a focus on implementing and strengthening the requisite project bidding, financing, execution and O&M capabilities across our organization. We employ a significant number of qualified technical personnel, including over 560 employees engaged in developing and managing our projects.

Strategies

The key elements of our business strategy are the following:

Maintain our market leadership position through diversified growth

We intend to continue to strengthen our market leading position in our core utility scale wind and solar energy businesses by taking advantage of industry and regulatory trends driving growth in the Indian renewable energy industry. Wind energy projects have been moving from a feed-in-tariff structure to an auction bidding structure while solar energy projects are now almost entirely auction bid based. PPAs signed with individual state utilities in wind resource-rich states (solar resources are well distributed in India) also have largely been replaced by offtake agreements signed with SECI or NTPC, which in turn distribute the power purchased to individual states independent of their available wind resource. Consequently, renewable energy demand is increasing across states and supporting the development of larger scale renewable energy projects.

We intend to continue our expansion by actively evaluating inorganic opportunities (including international opportunities). We will evaluate acquisition opportunities based on our targeted returns, operational scale and diversification criteria and whether we consider these opportunities to be available at reasonable prices.

Significant renewable energy capacity is also coming up for auction as the GoI targets to increase renewable energy electricity capacity to 175 GW by 2022, according to the CRISIL Report. The GoI is also providing support to state electricity utilities as principal offtakers through UDAY which enables government authorities, which own the state electricity distribution companies, to assume and restructure these companies' debt. Our range of wind and solar capabilities across project selection, resource assessment, project funding, land acquisition, project execution and project O&M positions us well to take advantage of these trends in bidding for larger utility scale projects.

We will also look at growth opportunities in the distributed solar market where overall capacity as well as average capacity per site have grown significantly. We believe that our capabilities in distributed solar energy projects will enable us to capture a greater share of this fast growing market which we consider will be a key renewable energy business in the future.

We intend to continue to maintain our diversified growth and portfolio between wind and solar energy projects, targeting geographic adjacency of our projects to increase our economies of scale. We intend to use our scale to continue to negotiate for better procurement and O&M terms from our vendors and more competitive financing and refinancing terms from our lenders. We will aim to continue to maintain a sound capital structure and prudent leverage as our business grows and to invest our operating cash flows appropriately to support our growth plans.

Continue to optimize execution and operational efficiencies

We seek to further enhance our project execution efforts in order to control our costs and optimize the output of our projects. At the project execution stage, we will focus on reducing our dependence on external EPC providers for our wind energy projects and continue to build these capabilities internally. Similarly, we intend to continue to develop in-house O&M capabilities at the operational stage to improve project efficiency. We will seek to implement new technologies, including new turbine and solar module technologies, which are capable of higher generation levels, as well as utilize drones and new maintenance technologies as part of enhanced project monitoring and O&M efforts. Our in-house team of technical designers intends to continue to refine and enhance our solar plant design and execution capabilities and to continue to work with leading wind OEMs to deploy new turbine technologies.

We intend to strengthen our diagnostics and performance monitoring capabilities across our wind and solar energy projects. In addition, we intend to invest in advanced monitoring and tracking and predictive analytics technologies with specific applications in operational areas including monitoring equipment condition, advanced failure detection and forecasting and scheduling energy generation. Our asset management team also will continue to focus on maximizing the operating efficiency of our assets as measured by LPF.

We intend to continue to build our in-house transmission capabilities in respect of our solar energy projects, relying on our own EPC teams for the development of transmission lines in addition to external EPC providers to further control costs on such projects. We will also evaluate new energy storage solutions and associated technologies to further increase project operational efficiencies.

Continue to diversify and optimize our financing portfolio

We will aim to maintain a diversified financing portfolio comprised of different pools of capital in order to maintain our financial flexibility and stability as well as balance investment risk and return. We intend to constantly evaluate our requirements for additional equity capital to support our pursuit of new projects as part of our growth plans. We will also seek to optimize our utilization of internal accruals and cash flows continuously.

We seek to continue to manage our borrowing costs with a focus on cost effective financing and refinancing structures, including our repayment tenors and the balance between our fixed and floating rate instruments. We will continue to maintain a measured and careful balance between fixed and floating rate debt. We intend to regularly refinance our operational projects to increase our borrowing limits and reduce our overall debt service costs. We also intend to maintain our strategy of efficient capital deployment aligned with our growth plans and project commitments.

Continue to effectively manage risk through strong corporate governance

We intend to continue to implement our corporate government framework to manage and oversee risks faced by the Group. We seek to continue to comply with our robust quality, health, safety and environment practices, including international finance corporation performance standards and environmental and social management systems which are implemented across the Group. We also intend to maintain our strong corporate governance practices including through the check and balances established by our key committees (which include our audit, nomination and remuneration and social responsibility committees), and through continuing to comply with our polices on (including but not limited to), insider trading, related party transactions and hedging. Under our hedging policy, we fully hedge interest rate risk on long term foreign currency borrowings.

Recent Developments

The following developments have occurred since March 31, 2020:

COVID-19 Outbreak

The recent outbreak of COVID-19, was recognized as a pandemic by the World Health Organization ("WHO") on March 11, 2020. In response to the COVID-19 outbreak, the governments of many countries, including India, have taken preventative or protective actions, such as imposing country-wide lockdowns and restrictions on travel, goods, movement, transportation and business operations. For example, India declared a country-wide lockdown for approximately three months from March 2020 to May 2020 to contain the spread of COVID-19. See "*Risk Factor—Risks Relating to the Group's Business—Any outbreaks of contagious diseases such as the recent outbreak of COVID-19 may have a material adverse effect on the Group's business operations, financial condition and results of operations.*" for risks of the COVID-19 outbreak on our industry and our operations.

Impact on the Indian economy

Global restrictions to contain the spread of COVID-19 have had an adverse impact on global economic conditions, resulted in turmoil in the global markets which affect us and introduced new risks to our operations, some of which have yet to become evident to us. According to the Asian Development Bank, growth in India is expected to remain subdued as a result of the pandemic. India's GDP fell 24% in the three months ended June 30, 2020 compared to the same period in 2019. Measures to contain COVID-19, such as the country-wide lockdown in India as well as the weak global economic environment is expected to cause a further decline of India's gross domestic product ("GDP") growth to 4.0% in the year ended March 31, 2021 before strengthening to 6.2% in the year ended March 31, 2022. The pandemic's impact on the global economy may adversely impact international trade causing an adverse impact on cargo volumes handled at ports in India. We expect the Indian economy to revive in the short-term with the recent measures taken by the GOI, such as, the economic package to stimulate the Indian economy and the progressive easing of lockdowns.

Impact on our operations

The Group has been and is continuing to respond to the COVID-19 outbreak. As a result of the introduction of movement restrictions in India to curb the spread of the COVID-19 outbreak, the Group's projects that are under-construction were impacted due to manpower constraints. Accordingly, the commercial operation dates for those projects have been delayed and/or extended by the issuing authorities and capital expenditure plans for those projects have been deferred accordingly. The Group did not experience shut-down of any of its operational projects or face any major disruption in its business operations due to the restrictions imposed in India to curb the spread of COVID-19 as generation of electricity was granted a "must run" status by MNRE and is also classified as an essential service. During the period after the commencement of the lockdown in India in March 2020, the Group has continued to collect billed revenues from its off-takers (including from Rajasthan and Telangana) and has collected approximately U.S.$294 million until October 2, 2020. Further, the Group continued to achieve financials closures and disbursements from lenders such as PFC, SBI, L&T and Rabobank. The Group has received sanctions of U.S.$1.3 billion and disbursements of approximately U.S.$341 million until October 2, 2020. The management believe that the impact of outbreak on the business and financial position of the Group and Restricted Group will not be significant. The management does not see any risk in Group's and Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due.

However, as a result of the COVID-19 outbreak, some entities of the Group have received notices in relation to curtailment of renewable power generated, with the offtaker claiming invocation of force majeure clause under the PPAs on account of lack of demand for power due to the lockdown restrictions affected in various parts of the country in light of the COVID-19 pandemic. In some other instances, some customers of the Group have also issued notices invoking force majeure provisions under the respective PPAs and claiming, among other things, additional time for making payments, on the grounds that the lockdown restrictions have impacted the liquidity of such customers and their contractual counterparties (which have also faced difficulties in collection of payments from customers), thereby reducing their ability to make timely payments under the PPAs. While none of the members of the Restricted Group have been in receipt of any such notices, there can be no assurance that the Restricted Group's customers will not be impacted, and not invoke application of force majeure provisions under the PPAs entered into with the Restricted Group.

The Group has pledged Rs.200 million to combat the COVID-19 pandemic in India. The Group has contributed Rs.100 million to the PM-CARES Fund, and has also contributed to the chief minister's relief fund in various states and several activities to directly help communities impacted by the lockdown and to bolster the health infrastructure in India.

COVID-19 Economic Stimulus Package—Liquidity infusion for DISCOMs

As part of the economic stimulus package in view of the economic disruption caused by the lockdown imposed to contain the COVID-19 outbreak and to facilitate liquidity flow in the power sector, the Ministry of Finance, Government of India announced, on May 13, 2020, a credit package of Rs.900,000 million to enable DISCOMs to meet their obligations. PFC and REC Limited have been mandated as key lending partners for this package.

These long term loans are proposed to be disbursed through PFC and REC to the DISCOMs in two equal tranches of Rs. 450,000 million each. The loans shall have a maximum tenor of 10 years. A principal moratorium may be considered on a case to case basis, which shall not exceed three years. The loan amounts to be sanctioned shall be restricted to the outstanding dues of central public sector undertakings, electricity generation companies, transmission companies, IPPs and RE-Generators and after considering receivables against electricity bill dues and undisbursed subsidies of DISCOMs from State Governments. The loans from the first tranche shall be secured with unconditional and irrevocable guarantees by State Governments covering the loan amounts along with interest and any other charges towards the loan. The loans from the second tranche will be conditional on loss reduction and performance improvement. Pursuant to the economic stimulus package offered to DISCOMs, the Group has started receiving payments from few DISCOMs after the disbursements under the economic stimulus package have been made to such DISCOMs.

With lockdowns easing in India and globally, we believe global trade may improve in the second half of the year ending March 31, 2021. Considering that the Group and the Restricted Group are in the business of generation of electricity which is granted "must run" status by MNRE, the management believes that the impact of outbreak on the business and financial position of the Group and the Restricted Group will not be significant. The management does not see any risks in the Group's and the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. However, the extent of the pandemic's impact on our operational and financial performance will depend on future developments, including the duration, spread and intensity of the outbreak and government response to control the spread of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving situation. The Group and the Restricted Group are closely monitoring developments, their operations, liquidity and capital resources and are actively working to minimize the impact of the unprecedented situation.

Acquisitions and Investments

The Company plans to invest Rs.15,000-20,000 million to set up a 2-gigawatt (GW) solar cells and modules manufacturing facility, however no definitive agreements have been entered into yet.

The Company entered into a share purchase agreement for the acquisition of Regent Climate Connect Knowledge Solutions Private Ltd, a digital analytics, software development, artificial intelligence, and machine learning company, specialising in the power markets domain in India. This deal is expected to bolster the internal digital capabilities and give access to promising external markets and customers. The acquisition will give the Company access to energy management services.

Certain key financial data

During the period from April 1, 2020 until July 2, 2020, the Group's total income and EBITDA was Rs. 15,401 million and Rs. 12,980 million, respectively.

The Group's cash and bank balances (including fixed deposits), total borrowings, comprising long-term borrowings, short-term borrowings and current maturities of long-term borrowings and total equity was Rs. 40,188 million, Rs. 331,354 million and Rs. 92,659 million, respectively, as at July 2, 2020.

The independent auditors have not provided any services in relation to Group's financial information stated above and it has not been audited or reviewed by the independent auditors of the Group and is based on management's accounts.

Corporate Information

The Company was incorporated in India in 2011 as ReNew Wind Power Private Limited. The name of the Company was changed to ReNew Power Ventures Private Limited in 2012. Subsequently, on April 11, 2018, the name of the Company was changed to ReNew Power Private Limited. Following the conversion of the Company from a private company to a public limited company, the name of the Company was changed to ReNew Power Limited on April 17, 2018. Subsequently, the Company converted from a public limited company to a private limited company. The name of the Company was changed from ReNew Power Limited to ReNew Power Private Limited on November 8, 2019.

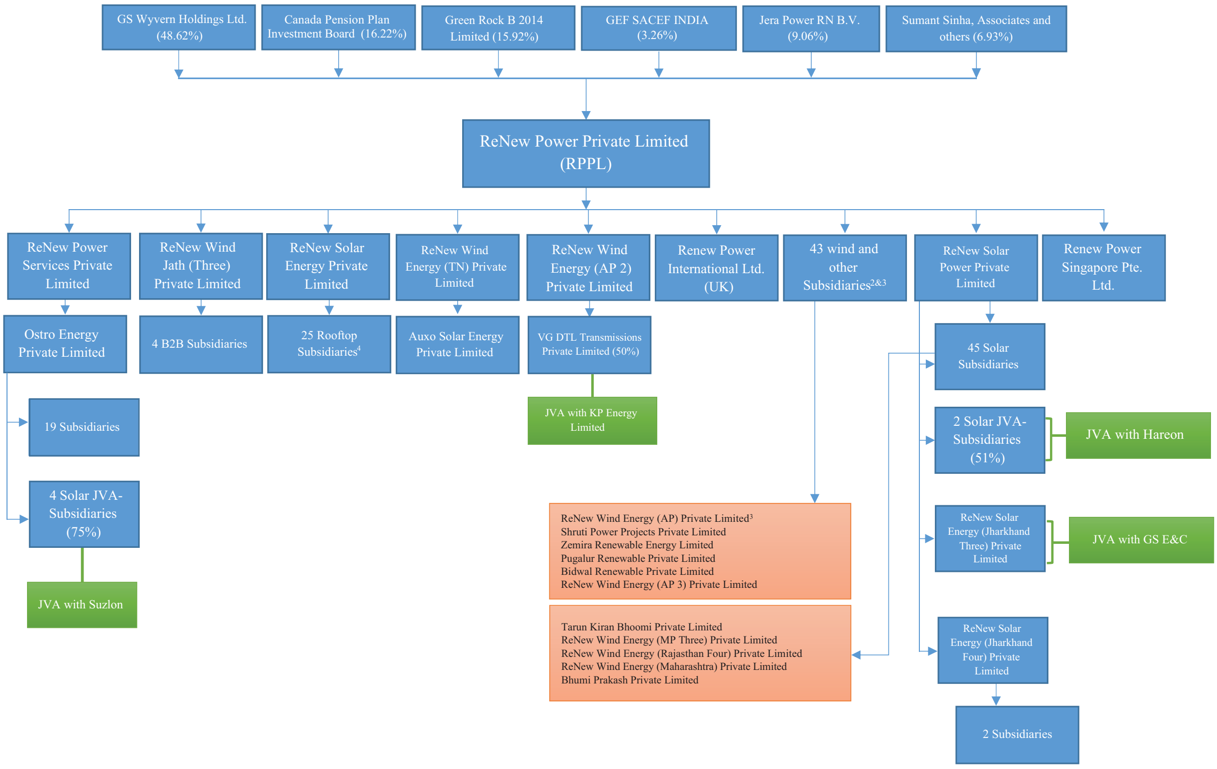
The registered office of the Company is located at 138, Ansal Chambers-II, Bhikaji Cama Place, Delhi-110066, India.

The Company's principal website address is http://renewpower.in/. The information on the Company's website is not incorporated in, and does not form part of, this offering memorandum.

Corporate Structure

The following diagram shows the corporate structure of the Company and its subsidiaries, including the Restricted Group. All ownership is 100%, unless otherwise indicated* As at September 30, 2020, there were 158 entities within the Group.

ReNew Group Structure[1]


GS Wyvern Holdings Ltd. (48.62%)
Canada Pension Plan Investment Board (16.22%)
Green Rock B 2014 Limited (15.92%)
GEF SACEF INDIA (3.26%)
Jera Power RN B.V. (9.06%)
Sumant Sinha, Associates and others (6.93%)
ReNew Power Private Limited (RPPL)
ReNew Power Services Private Limited
ReNew Wind Jath (Three) Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (TN) Private Limited
ReNew Wind Energy (AP 2) Private Limited
Renew Power International Ltd. (UK)
43 wind and other Subsidiaries[2&3]
ReNew Solar Power Private Limited
Renew Power Singapore Pte. Ltd.
Ostro Energy Private Limited
4 B2B Subsidiaries
25 Rooftop Subsidiaries[4]
Auxo Solar Energy Private Limited
VG DTL Transmissions Private Limited (50%)
JVA with KP Energy Limited
19 Subsidiaries
4 Solar JVA-Subsidiaries (75%)
JVA with Suzlon
45 Solar Subsidiaries
2 Solar JVA-Subsidiaries (51%)
JVA with Hareon
ReNew Solar Energy (Jharkhand Three) Private Limited
JVA with GS E&C
ReNew Wind Energy (AP) Private Limited[3]
Shruti Power Projects Private Limited
Zemira Renewable Energy Limited
Pugalur Renewable Private Limited
Bidwal Renewable Private Limited
ReNew Wind Energy (AP 3) Private Limited
Tarun Kiran Bhoomi Private Limited
ReNew Wind Energy (MP Three) Private Limited
ReNew Wind Energy (Rajasthan Four) Private Limited
ReNew Wind Energy (Maharashtra) Private Limited
Bhumi Prakash Private Limited
ReNew Solar Energy (Jharkhand Four) Private Limited
2 Subsidiaries

All ownership is 100% unless otherwise indicated.

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(1) 158 ReNew Entities as on September 30, 2020
(2) includes ReNew Wind Energy (Karnataka) Private Limited. Presently 71.30% owned by Company
(3) includes ReNew Wind Energy (AP) Private Limited. Presently 66.29% owned by Company
(4) includes ReNew Surya Mitra Private Limited. Presently 67.90% owned by Company

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[*] Reflects issued and outstanding shares (on a non-fully diluted basis and not including ownership of compulsory convertible preference shares) as at August 31, 2020. For further details on the shareholdings of our principal shareholders, see "*Principal Shareholders*".

THE OFFERING

The summary below describes the principal terms of the NCDs. Some of the terms and conditions described below are subject to important limitations and exceptions. See "Description of the NCDs" for a more detailed description of the terms and conditions of the NCDs. Terms used and otherwise not defined in the summary below have the meanings given to them in "Description of the NCDs."

Issuers	Each of Bhumi Prakash Private Limited, Bidwal Renewable Private Limited, Pugalur Renewable Private Limited, ReNew Wind Energy (AP) Private Limited, ReNew Wind Energy (AP 3) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, Shruti Power Projects Private Limited, Tarun Kiran Bhoomi Private Limited and Zemira Renewable Energy Limited.
Parent Guarantor	ReNew Power Private Limited.
Guarantors	Each of Bhumi Prakash Private Limited, Bidwal Renewable Private Limited, Pugalur Renewable Private Limited, ReNew Wind Energy (AP) Private Limited, ReNew Wind Energy (AP 3) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, Shruti Power Projects Private Limited, Tarun Kiran Bhoomi Private Limited and Zemira Renewable Energy Limited.
NCDs Offered	
Bhumi Prakash Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
Bidwal Renewable Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
Pugalur Renewable Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
ReNew Wind Energy (AP) Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
ReNew Wind Energy (AP 3) Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
ReNew Wind Energy (Maharashtra) Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
ReNew Wind Energy (MP Three) Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
ReNew Wind Energy (Rajasthan Four) Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
Shruti Power Projects Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
Tarun Kiran Bhoomi Private Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
Zemira Renewable Energy Limited	Rs.[●] of [●]% Non-Convertible Debentures due 2027
Maturity Date	[●], 2027.
Initial Investor Put Right	On one business day prior to April 29, 2024 (such date, the "Initial Investor Put Right Date"), the Initial Investor shall have the right to require that the Issuers redeem all (but not some only) of the Initial Investor NCDs at the Proposed Redemption Price, plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be

	repurchased, to (but not including) the applicable date of repurchase (such right, the "Initial Investor Put Right"), *provided* that the Initial Investor shall have first notified the Debenture Trustee by no later than seven days prior to the Initial Investor Put Right Date (such date, the "Initial Investor Put Right Notice Long-Stop Date") of its intention to irrevocably exercise its Initial Investor Put Right.
Guarantees	Each Guarantee of each series of NCDs from the Guarantors and the Parent Guarantor.
Interest	Subject to any Coupon Step-Up Event, [●]% per annum, payable semi-annually in arrears on each [●] and [●], commencing on [●].
Restricted Group	Bhumi Prakash Private Limited, Bidwal Renewable Private Limited, Pugalur Renewable Private Limited, ReNew Wind Energy (AP) Private Limited, ReNew Wind Energy (AP 3) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, Shruti Power Projects Private Limited, Tarun Kiran Bhoomi Private Limited and Zemira Renewable Energy Limited as of the Original Issue Date.
Ranking of the NCDs	Each series of NCDs issued by an Issuer will: (1) be a general obligation of such Issuer; (2) rank senior in right of payment to any obligations of such Issuer that are subordinated in right of payment to the series of NCDs; (3) rank equally in right of payment with any obligations of such Issuer that are not subordinated in right of payment to the series of NCDs; (4) be unconditionally guaranteed by the Guarantors and the Parent Guarantor in accordance with the applicable Debenture Trust Deed, subject to the limitations described under "*Brief Description of the NCDs and the Guarantees—The Guarantees*" and "*Risk Factors—Risks Relating to the NCDs— The Guarantees may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantees;*" (5) be effectively subordinated to any other secured Indebtedness to the extent of the value of the assets of such Issuer which are securing such other Indebtedness; and (6) be secured by a Lien on the applicable Collateral as further described under the caption "*—Security*."
Ranking of the Guarantees	Each Guarantee provided by a Guarantor will: (1) be a general obligation of such Guarantor; (2) rank senior in right of payment to any obligations of such Guarantor that are subordinated in right of payment to its Guarantee; (3) rank equally in right of payment with any obligations of such Guarantor that are not subordinated in right of payment to its Guarantee; (4) be effectively subordinated to any secured Indebtedness to the extent of the value of the assets of such Guarantor securing such Indebtedness; and (5) be secured by a Lien on the applicable Collateral as further described under the caption "*—Security*."

Each of the Guarantees provided by the Parent Guarantor will:

(1) be a general obligation of the Parent Guarantor;

(2) be senior in right of payment to any existing and future obligations of the Parent Guarantor that are subordinated in right of payment to its Guarantee;

(3) rank equally in right of payment with any existing and future obligations of the Parent Guarantor that are not subordinated in right of payment to its Guarantee;

(4) be effectively subordinated to any existing and future secured Indebtedness of the Parent Guarantor to the extent of the value of the assets securing such Indebtedness; and

(5) be effectively subordinated to all existing and future obligations of any Subsidiary of the Parent Guarantor that does not also Guarantee the NCDs.

Collateral.. (1) The series of NCDs issued by an Issuer and the obligations of such Issuer in relation to such NCDs will be secured by the following Indian law governed security:

   a. a first ranking charge over the movable (tangible and intangible) assets and current assets of all Issuers, including (without limitation) their cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future;

   b. a first ranking charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by all Issuers and all other bank accounts of all Issuers (whether currently in existence or acquired/opened thereafter), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future;

   c. a first ranking charge over the rights, title, interest, benefits, claims and demands whatsoever of all Issuers under their project documents (including, without limitation, the power purchase agreements, engineering, procurement and construction contracts, operation and maintenance contracts, insurance contracts, letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances), both present and future; and

   d. a first ranking pledge over 51.0% of the equity shares the Issuers, both present and future (the "**Pledge Collateral**"); and

(2) each series of the NCDs issued by an Issuer and obligations of each Issuer in relation to the NCDs will also be secured by a first ranking mortgage over the immovable properties (including in the form of leasehold rights) of the applicable Issuer (in connection with the project(s) of the applicable Issuer), both present and future (it being understood that in respect of the revenue land in Madhya Pradesh on which ReNew Wind Energy (AP 3) Private Limited is developing a project, a facilitation or step-in/substitution letter will instead be provided),

all as more specifically described in Appendix A.

Notwithstanding the above, the NCDs and the obligations of the Issuers thereunder will not be secured by:

(1) such accounts referred to in Appendix A which are required to be exclusively charged for the benefit of the providers of the relevant Indebtedness; and

(2) the Project Funding and all rights, benefits, interests, demands, claims and proceeds from or in respect of the Project Funding (or any investment or re-investment (in any form) of the proceeds received from the prepayment, repayment or redemption of such amounts) (where "**Project Funding**" means the contributions by the Issuers from the proceeds of the NCDs, cash and cash equivalents on the Original Issue Date and Original Issue Date Receivables, in the form of loans, advances, bonds, debentures, shares, securities, letters of credit or other investments in, or to, direct or indirect subsidiaries of the Parent Guarantor, excluding (for the avoidance of doubt) contributions made in the form of Parent Guarantor Loans).

See Appendix A for a more detailed description of the Collateral. See also "*—Events of Default and Remedies*" and "*Risk Factors—Risks Relating to the NCDs.*"

Use of Proceeds .... Subject to compliance with applicable laws and regulations, the Issuers intend to use the net proceeds of this offering along with cash and cash equivalents as on the Original Issuance Date to (i) invest in Initial Parent Guarantor Loans of Rs. 7,500 million; (ii) to refinance existing debt of the Restricted Group; (iii) for on-lending to the Parent Company and/or one or more of its group companies, which amounts will be utilized by the Parent Company and each such group company(ies) (as applicable) for capital expenditure (including to make payments on account of purchase of capital goods) and/or for the refinancing of its existing debt; and/or (iv) for any other purpose(s) permitted by applicable law.

Pending the application of the proceeds as described above, the Issuers may invest the net proceeds in such instruments as may be permitted under applicable law and the Debenture Trust Deeds.

Redemption for Taxation Reasons Where all NCDs are Initial Investor NCDs .... Subject to certain conditions being met and as more fully described herein, any of the Issuers may redeem its particular series of NCDs, in whole or in part, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest (including any Additional Amounts), if any, upon the occurrence of certain changes in applicable tax law.

See "*Description of the NCDs—Redemption for Taxation Reasons—Redemption for Taxation Reasons Where all NCDs are Initial Investor NCDs.*"

Redemption for Taxation Reasons Where no NCDs are Initial Investor NCDs .... Subject to certain exceptions and as more fully described herein, any of the Issuers may redeem its particular series of NCDs, in whole or in part, at a redemption price equal to 100.0% of the principal amount thereof, plus accrued and unpaid interest (including any Additional Amounts), if any, upon the occurrence of certain changes in applicable tax law.

See "*Description of the NCDs—Redemption for Taxation Reasons—Redemption for Taxation Reasons where no NCDs are Initial Investor NCDs.*"

Redemption for Taxation Reasons Where Only Some, But Not All, NCDs are Initial Investor NCDs ......

For so long as some, but not all, NCDs are Initial Investor NCDs, the Initial Investor NCDs may be redeemed, at the option of the Issuers, in whole or in part, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date (in each case, including any Additional Amounts), upon the occurrence of certain changes in applicable tax law, subject to certain conditions.

See "*Description of the NCDs—Redemption for Taxation Reasons—Redemption for Taxation Reasons Where Only Some, But Not All, NCDs are Initial Investor NCDs.*"

Change of Control Redemptions Where all NCDs are Initial Investor NCDs ....

Any of the Issuers may on any one or more occasions send a written request to the Initial Investor requesting that the Initial Investor consent to a proposed Change of Control Coupon Step-Up Event and, in the event that the Initial Investor declines to consent in favor of such proposed Change of Control Coupon Step-Up Event within 60 days of such written request (such 60th day, the "**Drop Dead COC Consent Date**"), then:

(i) as of the date of any Change of Control Coupon Step-Up Event, the Fixed Rate in relation to each series of Initial Investor NCDs shall increase by an amount as notified to the Issuers by the Initial Investor (such increase, a "**Coupon Step-Up Event**"); and

(ii) within 10 days of the later of (x) the completion of such Change of Control Coupon Step-Up Event and (y) the Drop Dead COC Consent Date, each of the Issuers must simultaneously:

  a. redeem all (but not less than all) of the applicable series of Initial Investor NCDs (such redemption, the "**Mandatory COC Redemption**") at a redemption price which is subject to, and determined in accordance with, the provisions under "*—Additional Redemption Procedures in Relation to Initial Investor NCDs*," and

  b. pay such Proposed Redemption Price, plus accrued and unpaid interest, if any, to the date of purchase, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date;

  provided that should the RBI Approval (if required at the time thereof) not be obtained in relation to the repatriation of funds in connection with such Mandatory COC Redemption, then the applicable Issuer shall not be obligated to undertake the Mandatory COC Redemption.

Any of the Issuers may on any one or more occasions send a written request to the Initial Investor requesting that the Initial Investor consent to a potential Change of Control Non-Coupon Step-Up Event and, in the event that the Initial Investor declines to consent in favor of such Change of Control Non-Coupon Step-Up Event within 60 days of such written notice, then such Issuer shall have the right to request to redeem in whole, but not in part, the Initial Investor NCDs issued under its applicable Debenture Trust Deed, at a redemption price which is subject to, and determined in accordance with, the provisions under "*—Additional Redemption Procedures in Relation to Initial Investor NCDs*," plus accrued and unpaid interest, if any, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to the rights of Holders of such series of NCDs on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

See "*Description of the NCDs—Change of Control Redemptions—Change of Control Redemptions Where all NCDs are Initial Investor NCDs.*"

Change of Control Redemptions Where no NCDs are Initial Investor NCDs ....

Not later than 10 days following a Change of Control, each of the Issuers will make an offer to redeem all outstanding NCDs with respect to its particular series at a redemption price equal to 101.0% of their principal amount, plus accrued and unpaid interest, if any.

See "*Description of the NCDs—Change of Control Redemptions—Change of Control Redemptions Where no NCDs are Initial Investor NCDs.*"

Change of Control Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs ......

For so long as some, but not all, NCDs are Initial Investor NCDs, in the event that the Initial Investor does not provide its consent for the Restricted Group to undertake a Change of Control, the Issuers may redeem in whole, but not in part, the Initial Investor NCDs, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions.

See "*Description of the NCDs—Change of Control Redemptions—Change of Control Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs.*"

Optional Redemptions Where all NCDs are Initial Investor NCDs ......

Any of the Issuers may redeem on one or more occasions all or a portion of its series of NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, to (but not including) the redemption date, subject to certain conditions.

Any of the Issuers may redeem on one or more occasions up to 40.0% of the aggregate principal amount of its particular series of NCDs with the net cash proceeds from one or more equity offerings, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, to (but not including) the redemption date, subject to certain conditions.

See "*Description of the NCDs—Optional Redemptions—Optional Redemptions Where all NCDs are Initial Investor NCDs.*"

Optional Redemptions Where no NCDs are Initial Investor NCDs ......

Any of the Issuers may redeem its particular series of NCDs, in whole or in part, at a redemption price equal to 100.0% of their principal amount, plus the Applicable Premium, plus accrued and unpaid interest, if any, subject to certain conditions.

Any of the Issuers may redeem up to 40.0% of the aggregate principal amount of its particular series of NCDs with the proceeds from

	certain equity offerings, at a redemption price equivalent to par plus the applicable amount of interest payable over two Accrual Periods, plus accrued and unpaid interest, if any, subject to certain conditions. See "*Description of the NCDs—Optional Redemptions—Optional Redemptions Where no NCDs are Initial Investor NCDs.*"
Optional Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs	The Issuers may redeem all or a portion of the Initial Investor NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions. The Issuers may redeem up to 40.0% of the aggregate principal amount of the NCDs with the net cash proceeds from an Equity Offering and/or an INVIT Offering, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to certain conditions, including the requirement that the Issuer shall simultaneously exercise the Equity Clawback Optional Redemption on a *pro rata* basis in relation to all NCDs held by Holders other than the Initial Investor. See "*Description of the NCDs—Optional Redemptions—Optional Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs.*"
Early Redemption	Repatriation of proceeds pursuant to redemption of NCDs prior to the Maturity Date may require the relevant Issuer to obtain the prior approval of the Reserve Bank of India in accordance with applicable law.
Certain Covenants	The Debenture Trust Deeds contain certain covenants that, among other things, limit the Restricted Group's ability to: • incur or guarantee additional indebtedness; • declare dividends on capital stock or purchase or redeem capital stock; • make investments or other specified restricted payments; • issue or sell capital stock of Restricted Subsidiaries; • sell assets; • enter into transactions with shareholders or affiliates; and • effect a consolidation or merger. These covenants are subject to a number of important limitations and exceptions. See "*Description of the NCDs—Certain Covenants.*"
Additional Amounts	All payments made by or on behalf of the applicable Issuer under its particular series of NCDs or by the Guarantors or the Parent Guarantor on the Guarantees will be made without withholding or deduction for taxes imposed or levied in any relevant jurisdiction, unless required by law, in which case the Issuer, the Guarantors and/or the Parent Guarantor will, subject to certain limitations (only in relation to NCDs held by Holders other than the Initial Investor), pay such additional amounts as will result in the receipt by the Holder of such amount as would have been received had no such withholding or deduction been required. See "*Description of the NCDs—Additional Amounts.*"

Transfer Restrictions	The Issuers have not registered and will not register the NCDs under the Securities Act or the securities laws of any other jurisdiction. The NCDs will not be offered or sold (including by way of security) to any person who is not an Eligible Investor.
Form, Denomination and Registration	Each series of the NCDs will be issued in denominations determined in accordance with the Subscription Agreement and will be held with National Securities Depository Limited and/or Central Depository Services Limited through their respective depositary participant.
Registrar and Transfer Agent	KFin Technologies Private Limited.
Debenture Trustee	Axis Trustee Services Limited.
No Registration Rights	The Issuers are not required to and do not intend to register the NCDs for resale under the Securities Act or the securities laws of any other jurisdiction or to offer to exchange the NCDs for NCDs registered under the Securities Act or the securities laws of any other jurisdiction.
Governing Law	Each series of the NCDs, the Guarantees. the agreements creating or evidencing the applicable Collateral and the Trust and Retention Account Agreements (if any) will be governed by Indian law.
Risk Factors	You should carefully consider the information under the caption "Risk Factors" and the other information included in this offering memorandum before deciding whether to invest in each series of the NCDs.

SUMMARY FINANCIAL AND OTHER DATA

The Group's and the Restricted Group's summary financial information presented below has been derived from the financial statements of the Group and the Restricted Group, respectively, included elsewhere in this offering memorandum.

The Group's audited consolidated financial statements as at and for the years ended March 31, 2018, 2019 and 2020 have been prepared in accordance with Ind AS. The Group's summary financial information as at and for the years ended March 31, 2019 and 2020 presented below should be read in conjunction with the audited consolidated financial statements as at and for the years ended March 31, 2019, and 2020 and the notes thereto included elsewhere in this offering memorandum and "Management's Discussion and Analysis of Financial Condition and Results of Operations". The summary financial information presented below as at and for the year ended March 31, 2018 has been derived from the comparative amounts presented in the Group's audited consolidated financial statements as at and for the year ended March 31, 2019.

The Restricted Group's audited special purpose combined financial statements as at and for the fiscal years ended March 31, 2018, 2019 and 2020 have been prepared in accordance with recognition, measurement, presentation and disclosure principles specified in Ind AS notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note. The Restricted Group's summary financial information as at and for the years ended March 31, 2018, 2019 and 2020 presented below should be read in conjunction with the audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 and the notes thereto included elsewhere in this offering memorandum and "Management's Discussion and Analysis of Financial Condition and Results of Operations". The Restricted Group's unaudited special purpose interim combined financial statements as at and for the three months ended June 30, 2019 and 2020 have been prepared in accordance with recognition and measurement principles of Ind AS 34 notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note. The Restricted Group's summary financial information as at and for the three months ended June 30, 2019 and 2020 presented below, should be read in conjunction with the unaudited special purpose interim combined financial statements as at and for the three months ended June 30, 2019 and 2020 and the notes thereto included elsewhere in this offering memorandum and "Management's Discussion and Analysis of Financial Condition and Results of Operations". The Restricted Group's summary financial information as at and for the three months ended June 30, 2019 and 2020 presented below are not necessarily indicative of the results of the full respective fiscal years, and are not comparable to the financial information as at for the years ended March 2018, 2019 and 2020.

Certain non-GAAP financial measures and certain other statistical information relating to our operations and financial performance like EBITDA and EBITDA margin have been included in offering memorandum. We compute and disclose such non-GAAP financial measures and such other statistical information relating to our operations and financial performance as we consider such information to be useful measures of our business and financial performance. These non-GAAP financial measures and other statistical and other information relating to our operations and financial performance may not be computed on the basis of any standard methodology that is applicable across the industry and therefore may not be comparable to financial measures and statistical information of similar nomenclature that may be computed and presented by other companies and are not measures of operating performance or liquidity defined by Ind AS and may not be comparable to similarly titled measures presented by other companies.

The Group

The following tables set out summary financial data derived from the Group's audited consolidated financial statements as at the dates and for the periods indicated:

	For the year ended March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]
Consolidated Summary Statement of Profit or Loss				
Income				
Revenue from operations	24,617	43,144	48,415	641
Other income	3,178	4,758	4,802	64
Total income	**27,795**	**47,902**	**53,217**	**705**
Expenses				
Cost of raw material and components consumed	522	81	530	7
Employee benefits expense	796	1,008	951	13
Other expenses	3,410	5,201	7,032	93
Total expenses	**4,728**	**6,290**	**8,513**	**113**
Earning before interest, tax, depreciation and amortization(EBITDA)	**23,067**	**41,612**	**44,704**	**592**
Depreciation and amortization expense	7,124	12,459	14,819	196
Finance costs	15,102	26,811	33,542	444
Profit/(loss) before share of profit of jointly controlled entities and tax	**841**	**2,342**	**(3,657)**	**(48)**
Share in profit/(loss) of jointly controlled entities	0	(39)	(53)	(1)
Profit/(loss) before tax	**841**	**2,303**	**(3,710)**	**(49)**
Tax expense				
Current tax	560	1,186	486	6
Deferred tax	(163)	106	872	12
Adjustment of tax relating to earlier periods	(76)	(19)	(42)	(1)
Profit/(loss) for the year	**520**	**1,030**	**(5,026)**	**(67)**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

	As at March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]
Consolidated Summary Balance Sheet				
Non-current assets				
Property, plant and equipment	238,442	266,239	301,239	3,988
Capital work-in-progress	7,444	16,273	17,901	237
Goodwill	10,953	11,381	11,381	151
Intangible assets	25,208	25,677	24,536	325
Intangible assets under development	1,424	6	53	1
Right of use assets	-	-	4,724	63
Investment in jointly controlled entities	1,000	489	524	7
Financial assets				
Investments	643	408	624	8
Loans	62	77	126	2
Others	2,533	92	142	2
Deferred tax assets (net)	1,523	1,652	1,418	19
Prepayments	1,720	3,514	1,122	15
Non-current tax assets (net)	-	-	3,620	48
Other non-current assets	5,586	18,797	5,662	75
Total non-current assets	**296,538**	**344,605**	**373,072**	**4,940**
Current assets				
Inventories	153	719	609	8
Financial assets				
Investments	9,269	-	-	-
Derivative instruments	75	774	8,718	115
Trade receivables	6,701	19,276	26,071	345
Cash and cash equivalent	13,914	10,115	13,089	173
Bank balances other than cash and cash equivalent	10,322	15,385	31,203	413
Loans	34	20	10	0
Others	4,755	2,151	2,718	36
Prepayments	492	659	846	11
Current tax assets	1,499	2,250	-	-
Other current assets	2,016	2,068	1,808	24
Total current assets	**49,230**	**53,417**	**85,072**	**1,126**
Total assets	**345,768**	**398,022**	**458,144**	**6,066**
Equity and liabilities				
Equity				
Equity share capital	3,772	3,799	3,799	50
Other equity				
Securities premium	66,376	67,165	67,165	889
Capital reserve	114	144	(110)	(1)
Debenture redemption reserve	2,422	4,177	2,296	30
Hedge reserve	(271)	(512)	(1,086)	(14)
Share based payment reserve	1,027	1,086	1,161	15
Foreign currency translation reserve	-	(2)	12	0
Retained earnings	(2,175)	(3,120)	(5,953)	(79)
Equity attributable to owners of the parent	**71,265**	**72,707**	**67,284**	**891**
Non-controlling interests	3,414	3,628	3,810	50
Total equity	**74,679**	**76,335**	**71,094**	**941**
Non-current liabilities				
Financial liabilities				
Long-term borrowings	209,288	253,785	323,526	4,284
Lease liabilities	-	-	1,386	18
Deferred government grant	287	852	810	11
Long-term provisions	47	72	103	1
Deferred tax liabilities (net)	5,907	5,945	8,467	112
Other non-current liabilities	2,274	2,974	2,952	39
Total non-current liabilities	**217,803**	**263,628**	**337,244**	**4,465**

	As at March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(1)
Current liabilities				
Financial liabilities				
Short-term borrowings	19,365	20,657	12,191	161
Lease liabilities	-	-	251	3
Trade payables				
Outstanding dues to micro enterprises and small enterprises	-	4	52	1
Others	2,735	3,025	3,638	48
Derivative instruments	931	895	-	-
Other current financial liabilities	28,810	31,477	31,380	415
Deferred government grant	12	39	38	1
Other current liabilities	1,221	1,748	2,055	27
Short-term provisions	67	67	93	1
Current tax liabilities (net)	145	147	108	1
Total current liabilities	**53,286**	**58,059**	**49,806**	**659**
Total liabilities	**271,088**	**321,687**	**387,050**	**5,125**
Total equity and liabilities	**345,768**	**398,022**	**458,144**	**6,066**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

	For the year ended March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(1)
Consolidated summary cash flow statement				
Net cash generated in operating activities	19,911	28,248	33,735	447
Net cash used in investing activities	(104,577)	(53,894)	(52,940)	(701)
Net cash generated from financing activities	71,441	21,847	22,179	294
Cash and cash equivalents at the end of the year	13,914	10,115	13,089	173

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	For the year ended March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(4)
Other Financial Data				
EBITDA(1)	23,067	41,612	44,704	592
EBITDA margin(2)	83%	87%	84%	84%
Capital expenditure(3)	(52,297)	(61,117)	(39,209)	(519)

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(1) EBITDA is calculated by adding depreciation and amortization expense, finance costs, share in profit/(loss) of jointly controlled entities, current tax, deferred tax and adjustment of tax relating to earlier periods to profit/(loss) for the year. The Group's management believes that EBITDA is meaningful for investors because it provides an analysis of the Group's operating results, profitability and ability to service debt and because EBITDA is used by the Group's chief operating decision makers to track its business evolution, establish operational and strategic targets and make important business decisions. The Group's methods for calculating EBITDA may not be comparable to other similarly titled measures of other companies. EBITDA is not a measure of performance and liquidity under Ind AS and you should not consider EBITDA as an alternative to (a) operating profit or profit for the period as a measure of the Group's operating performance, (b) cash flows from operating, investing and financing activities as a measure of the Group's ability to meet the Group's cash needs or (c) any other measures of performance under Ind AS. For a description of the limitations of EBITDA as a financial measure, see "*Presentation of Financial and Other Data—EBITDA and Non-Ind AS Financial Measures (Non-GAAP)*".

(2) EBITDA margin is calculated as EBITDA divided by total income.

(3) Capital expenditure refers to amount spent in the purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances as per the cash flow statement of the respective year.

(4) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

The following table (i) reconciles EBITDA to profit/(loss) for the year and (ii) presents total income and EBITDA margin for the years indicated:

	For the year ended March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[3]
Profit/(Loss) for the year	520	1,030	(5,026)	(67)
Add: Adjustment of tax relating to earlier periods	(76)	(19)	(42)	(1)
Add: Deferred tax:	(163)	106	872	12
Add: Current tax	560	1,186	486	6
Add: Share in profit/(loss) of jointly controlled entities	0	(39)	(53)	(1)
Add: Finance costs	15,102	26,811	33,542	444
Add: Depreciation and amortization expense	7,124	12,459	14,819	196
EBITDA[1]	**23,067**	**41,612**	**44,704**	**592**
Total income	**27,795**	**47,902**	**53,217**	**705**
EBITDA margin[2]	83%	87%	84%	84%

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(1) EBITDA is calculated by adding depreciation and amortization expense, finance costs, share in profit/(loss) of jointly controlled entities, current tax, deferred tax and adjustment of tax relating to earlier periods to profit/(loss) for the year. The Group's management believes that EBITDA is meaningful for investors because it provides an analysis of the Group's operating results, profitability and ability to service debt and because EBITDA is used by the Group's chief operating decision makers to track its business evolution, establish operational and strategic targets and make important business decisions. The Group's methods for calculating EBITDA may not be comparable to other similarly titled measures of other companies. EBITDA is not a measure of performance and liquidity under Ind AS and you should not consider EBITDA as an alternative to (a) operating profit or profit for the period as a measure of the Group's operating performance, (b) cash flows from operating, investing and financing activities as a measure of the Group's ability to meet the Group's cash needs or (c) any other measures of performance under Ind AS. For a description of the limitations of EBITDA as a financial measure, see "*Presentation of Financial and Other Data – EBITDA and Non-Ind AS Financial Measures (Non-GAAP)*".

(2) EBITDA margin is calculated as EBITDA divided by total income.

(3) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Certain Operating Data

The table below sets forth the total capacity of the operational projects of the Group:

	As at August 31, 2020
	Capacity (MW)
Group operational projects	
Wind (Utility scale)	3,245
Solar (Utility scale)	2,081
Total	**5,326**

The Restricted Group

The following tables set out selected financial data derived from the Restricted Group's audited special purpose combined financial statements and the unaudited special purpose interim combined financial statements for the periods indicated:

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(1)	(Rs. in millions)		(US$ in millions)(1)
Combined Summary Statement of Profit or Loss							
Income							
Revenue from operations	1,428	3,775	3,698	49	1,112	1,006	13
Other income	138	273	239	3	56	59	1
Total income	**1,566**	**4,048**	**3,937**	**52**	**1,168**	**1,065**	**14**
Expenses							
Other expenses	234	491	464	6	117	131	2
Total expenses	**234**	**491**	**464**	**6**	**117**	**131**	**2**
Earnings before interest, tax, depreciation and amortization (EBITDA)	**1,332**	**3,557**	**3,473**	**46**	**1,051**	**934**	**12**
Depreciation and amortization expense	481	1,170	1,176	16	292	293	4
Finance Costs	836	2,181	2,345	31	558	592	8
Profit/(loss) before tax	**15**	**206**	**(48)**	**(1)**	**201**	**49**	**1**
Tax expense							
Current tax	24	74	31	0	28	3	0
Deferred tax	30	(73)	157	2	31	9	0
Adjustment of tax related to earlier years	(2)	(0)	(0)	0	-	-	-
Profit/(loss) for the year/period	**(37)**	**205**	**(236)**	**(3)**	**142**	**37**	**0**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

	As at March 31,				For the three months ended June 30,	
	2018	2019	2020	2020	2020	2020
	(Rs. in millions)			(US$ in millions)(2)	(Rs. in millions)	(US$ in millions)(2)
Combined Summary Balance Sheet						
Non-current asset						
Property, plant and equipment	24,998	24,008	22,911	303	22,629	300
Capital work-in-progress	152	35	6	0	6	0
Intangible assets	502	482	462	6	457	6
Goodwill	2	2	2	0	2	0
Right of use assets	-	-	15	0	15	0
Financial assets						
Loans	0	87	87	1	87	1
Others	0	0	0	0	0	0
Deferred tax assets (net)	70	100	120	2	142	2
Prepayments	17	35	12	0	10	0
Other non-current assets	1,255	11	7	0	7	0
Non-current tax assets (net)	58	82	84	1	60	1
Total non-current assets	**27,054**	**24,842**	**23,706**	**314**	**23,415**	**310**
Current assets						
Inventories	-	12	15	0	14	0
Financial assets						
Investments	922	-	-	-	-	-
Derivative instruments	6	40	34	0	-	-
Loans	2,556	887	935	12	935	12
Trade receivables	91	1,396	1,740	23	1,847	24
Cash and cash equivalent	279	379	224	3	594	8
Bank balances other than cash and cash equivalent	1,216	1,645	2,007	27	1,772	23
Others	424	285	295	4	330	4
Prepayments	18	21	19	0	18	0
Other current assets	123	106	106	1	110	1
Total current assets	**5,635**	**4,771**	**5,375**	**71**	**5,620**	**74**
Total assets	**32,689**	**29,613**	**29,081**	**385**	**29,035**	**384**
Equity and liabilities						
Equity						
Equity share capital	296	439	439	6	439	6
Instruments entirely equity in nature	112	112	112	1	112	1
Other equity						
Equity component of preference shares	-	718	718	10	718	10
Securities premium	1,936	3,228	3,229	43	3,229	43
Hedge reserve	(24)	5	13	0	-	0
Retained earnings	246	451	215	3	252	3
Parent's contribution	52	52	52	1	52	1
Total equity	**2,618**	**5,005**	**4,778**	**63**	**4,802**	**64**
Non-current liabilities						
Financial liabilities						
Long-term borrowings	6,069	15,001	14,767	196	15,080	200
Lease liabilities	-	-	4	0	4	0
Deferred tax liabilities (net)	28	248	404	5	454	6
Other non-current liabilities	151	260	321	4	333	4
Total non-current liabilities	**6,248**	**15,509**	**15,496**	**205**	**15,871**	**210**
Current liabilities						
Financial liabilities						
Short-term borrowings	13,537	4,819	5,588	74	5,007	66
Trade payables						
Outstanding dues to micro enterprises and small enterprises	-	1	-	-	-	-
Others	530	626	730	10	773	10
Lease liabilities	-	-	1	0	1	0
Derivative instruments	12	-	-	-	-	-
Other current financial liabilities(1)	9,573	3,578	2,439	32	2,540	34
Other current liabilities	162	58	47	1	41	1
Current tax liabilities (net)	9	17	2	0	-	-
Total current liabilities	**23,823**	**9,099**	**8,807**	**117**	**8,362**	**111**
Total liabilities	**30,071**	**24,608**	**24,303**	**322**	**24,233**	**321**
Total equity and liabilities	**32,689**	**29,613**	**29,081**	**385**	**29,035**	**384**

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(1) Includes current portion of long-term borrowings.

(2) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(1)	(Rs. in millions)		(US$ in millions)(1)
Combined Summary Cash Flow Statement							
Net cash generated from operating activities	1,362	1,502	3,100	41	893	832	11
Net cash used in investing activities	(14,191)	(3,303)	(879)	(12)	(460)	266	4
Net cash generated from financing activities	12,321	1,901	(2,376)	(31)	(605)	(728)	(10)
Cash and cash equivalents at the end of the year	279	379	224	3	207	594	8

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	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(4)	(Rs. in millions)		(US$ in millions)(4)
Other Financial Data							
EBITDA(1)	1,332	3,557	3,473	46	1,051	934	12
EBITDA margin(2)	85%	88%	88%	88%	90%	88%	88%
Capital expenditure(3)	(10,089)	(5,459)	(605)	(8)	(68)	(2)	(0)

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(1) For the Restricted Group, EBITDA is calculated by adding depreciation and amortization expense, finance costs, current tax, deferred tax and tax for earlier years to profit/(loss) for the year/period. The Group's management believes that EBITDA is meaningful for investors because it provides an analysis of the Group's operating results, profitability and ability to service debt and because EBITDA is used by the Group's chief operating decision makers to track the Group's business evolution, establish operational and strategic targets and make important business decisions. The Group's method for calculating EBITDA may not be comparable to other similarly titled measures of other companies, and this method of calculating EBITDA is different from that used in the Independent Consultant's Report to the extent that other income is not included in the latter. EBITDA is not a measure of performance and liquidity under Ind AS and you should not consider EBITDA as an alternative to (a) operating profit or profit for the period as a measure of the Group's operating performance, (b) cash flows from operating, investing and financing activities as a measure of the Group's ability to meet its cash needs or (c) any other measures of performance under Ind AS. For a description of the limitations of EBITDA as a financial measure, see *"Presentation of Financial and Other Data—EBITDA and Non-Ind AS Financial Measures (Non-GAAP).*"

(2) EBITDA margin is calculated as EBITDA divided by total income.

(3) Capital expenditure refers to purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances as per the cash flow statement of the respective period.

(4) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

The following table (i) reconciles EBITDA to profit/(loss) for the years/periods and (ii) presents total income and EBITDA margin for the years/periods indicated:

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(3)	(Rs. in millions)		(US$ in millions)(3)
Profit/(loss) for the year/period	(37)	205	(236)	(3)	142	37	0
Add: Tax for earlier years	(2)	(0)	/(0)	0	-	-	-
Add: Deferred tax	30	(73)	157	2	31	9	0
Add: Current tax	24	74	31	0	28	3	0
Add: Finance costs	836	2,181	2,345	31	558	592	8
Add: Depreciation and amortization expense	481	1,170	1,176	16	292	293	4
EBITDA(1)	**1,332**	**3,557**	**3,473**	**46**	**1,051**	**934**	**12**
Total income	**1,566**	**4,048**	**3,937**	**52**	**1,168**	**1,065**	**14**
EBITDA margin(2)	85%	88%	88%	88%	90%	88%	88%

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(1) For the Restricted Group, EBITDA is calculated by adding depreciation and amortization expense, finance costs, current tax, deferred tax and tax for earlier years to profit/(loss) for the year/period. The Group's management believes that EBITDA is meaningful for investors because it provides an analysis of the Group's operating results, profitability and ability to service debt and because EBITDA is used by the Group's chief operating decision makers to track the Group's business evolution, establish operational and strategic targets and make important business decisions. The Group's method for calculating EBITDA may not be comparable to other similarly titled measures of other companies, and this method of calculating EBITDA is different from that used in the Independent Consultant's Report to the extent that other income is not included in the latter. EBITDA is not a measure of performance and liquidity under Ind AS and you should not consider EBITDA as an alternative to (a) operating profit or profit for the period as a measure of the Group's operating performance, (b) cash flows from operating, investing and financing activities as a measure of the Group's ability to meet its cash needs or (c) any other measures of performance under Ind AS. For a description of the limitations of EBITDA as a financial measure, see "*Presentation of Financial and Other Data—EBITDA and Non-Ind AS Financial Measures (Non-GAAP).*"

(2) EBITDA margin is calculated as EBITDA divided by total income.

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Certain Operating Data

The table below sets forth the total capacity of the utility scale operational projects of the Group and the Restricted Group as at August 31, 2020.

	As at August 31, 2020
	Capacity (MW)
Group operational projects	
Wind (Utility scale)	3,245
Solar (Utility scale)	2,081
Total (Utility scale)	5,326
Restricted Group operational projects	
Wind	282
Solar	100
Total	**382**

The table below sets forth the weighted average commercial operation date, capacity, gross generation and PLF# of the Restricted Group's projects for the periods indicated.

			For the year ended March 31,	
	Weighted Average Commercial Operation Date[(1)]	Capacity (MW)	2019	2020
Project				
Chikodi	Jun-13	18	24.7%	24.5%
Lingasugur	Dec-15	40	29.6%	30.7%
Vinjalpur	Sep-15	12	23.6%	23.4%
Borampalli	Mar-18	50.4	28.6%	22.8%
MP 3 Honnali	Nov-17	20	18.7%	17.3%
RJ 4 Turuvekere	Nov-17	20	17.9%	17.7%
MH-Yadgiri	Oct-17	20	17.9%	17.5%
Bhumi Prak- Devdurga	Sep-17	20	20.5%	20.2%
Tarun Alland	Mar-17	20	17.4%	16.9%
Rajgarh	Mar-16	25.6	16.2%	16.4%
Lahori	Mar-17	26	22.5%	22.0%
Bapuram	Mar-18	50	33.6%	31.3%
Nirlooti	Mar-18	60	31.8%	32.7%

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(1) Calculated by the weighted average based on installed capacity.

RISK FACTORS

Investing in the NCDs involves risk. You should carefully consider all the information in this offering memorandum, including the risks and uncertainties described below, before investing in the NCDs. The risks and uncertainties described below are those that the Restricted Group believes are material to the Restricted Group or the Group, but they may not be the only ones the Restricted Group or the Group face. Additional risks and uncertainties, including those that the Restricted Group is not aware of or currently considers immaterial which may become material, may decrease the value of the NCDs. If any of the following risks occur, the Restricted Group's business, prospects, financial condition, results of operations and cash flows could suffer, the value of the NCDs could decline, the Restricted Group or the Group may not be able to meet its obligations under the NCDs and you may lose all or part of your investment.

Prospective investors should pay particular attention to the fact that our Company is incorporated under the laws of India and is subject to a legal and regulatory environment which differs in certain respects from that of other countries. This offering memorandum also contains forward-looking statements that involve risks, assumptions, estimates and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this offering memorandum. For further details, see "Forward-Looking Statements".

In making an investment decision, prospective investors must rely on their own examination of the Restricted Group and the Group and the terms of this offering, including the merits and risks involved. You should consult your tax, financial and legal advisors about the particular consequences to you of investing in the NCDs.

Risks Relating to the Group's Business

Our customers may not be able to fulfil their contractual obligations as a result of their poor financial health or for other reasons, which may adversely affect our business, financial condition, results of operations, cash flows and prospects.

Since the distribution of electricity is controlled in India by central agencies and state utilities, there is a concentrated pool of potential buyers for grid connected, utility scale electricity generated by our projects, which may restrict our ability to find new customers for the electricity generated by our projects. If any of our customers become unable or unwilling to fulfil their contractual obligations under the relevant PPA or refuse to accept delivery of power pursuant to the relevant PPA, our business, financial condition, results of operations, cash flows and prospects may be adversely affected as we may not be able to find other purchasers for such contracted capacities or replace the PPA on equivalent terms.

We have experienced and continue to experience delays in the receipt of payments from state electricity distribution companies ("DISCOMs") in several states in which we operate. As at March 31, 2020, our trade receivables amounted to Rs. 26,071 million (including Rs. 586 million of unbilled revenue), of which DISCOMs accounted for Rs. 20,854 million. Although the central and state governments in India have taken steps to improve the liquidity, financial condition and viability of DISCOMs through schemes such as the Ujwal Discom Assurance Yojana ("UDAY"), the DISCOMs that are our customers might not have the resources to pay our tariffs on time or at all as stipulated in their PPAs with us. For further details, see "*Industry Overview*". For example, for our projects located in the state of Andhra Pradesh, the tariff at the rate of Rs.4.84 per kWH was determined on the basis of a CUF of 23.5%. While the PPAs signed at such tariff do not contemplate any restriction on the units of electricity to be off-taken in a year, in some cases including in respect of one of the companies in the Restricted Group, Zemira Renewable Energy Limited, the Andhra Pradesh DISCOM has taken the view that it is not obligated to off-take energy generated beyond the CUF of 23.5% in a given year. Therefore, in a given year, the revenue from energy generated beyond CUF of 23.5% may not be recovered. For details, see *"Business—Legal Proceedings"*.

While we are entitled to charge interest for any such delay in payments, the delay in recovering (or refusal to pay) the amounts (including interest) due under these offtake arrangements could adversely affect our operational cash flows. Further, in certain instances such as in respect of our projects in Andhra Pradesh, despite delayed payments offtakers have claimed rebates in tariff payments (though such rebates are permitted under the PPA only if the distribution companies have made payments prior to the payment due date under the PPA). In addition, external events, such as an economic downturn, could impair the ability of some customers under our PPAs to pay for electricity received.

For example, the Ministry of Power as well as various state departments have issued orders notifying the restrictions placed by the Government of India to contain the spread of the Novel Coronavirus Disease 2019 ("COVID-19") as an event of *force majeure*. Accordingly, some entities of the Group have received notices from their customers invoking *force majeure* provisions under the respective PPAs and claiming, *inter alia*, additional time for making payments, as well as the right to curtail demand of power, on the grounds that the restrictions have impacted the liquidity of such customers and their contractual counterparties (which have also faced difficulties in collection of payments from customers), thereby reducing their ability to make timely payments under the PPAs. While none of the members of the Restricted Group have been in receipt of any such notices, there can be no assurance that the Restricted Group's customers will not be impacted, and not invoke application of force majeure provisions under the PPAs entered into with the Restricted Group.

Further, in another instance, our customer Chandigarh International Airport Limited ("CHIAL") entered into a PPA with ReNew Solar Power Private Limited to set up a 3 MW onsite solar project. CHIAL was however, unable to obtain the net metering approval, therefore CHIAL is unable to offtake the entire power from the 3 MW solar project. Consequently, CHIAL is currently not paying ReNew Solar Power Private Limited for the energy it is unable to offtake due to lack of such approval. ReNew Solar Power Private Limited had written to CHIAL for appointment of a dispute resolution committee for the resolution of the dispute. ReNew Solar Power Private Limited has received communications from CHIAL agreeing to compensate up to 50% of the total loss suffered by ReNew Solar Power Private Limited due to the non-offtake of power generated from the project by CHIAL in accordance with the terms of the PPA, on account of the non-availability of net-metering, and maintainability of the claim by ReNew Solar Power Private Limited for such loss. ReNew Solar Power Private Limited has in principle agreed to such settlement, provided that the losses due to non-offtake of power are considered as continuing levy of contractual interest until the date of payment, and is exclusive of similar claims on account of deemed generation losses, which shall continue to accrue until the resolution of the net-metering issue and off-take of power by CHIAL in accordance with the terms of the PPA. CHIAL requested ReNew Solar Power Private Limited provide documents in support of the claim in accordance with the resolution suggested by the dispute resolution committee. Accordingly, ReNew Solar Power Private Limited submitted claims amounting to Rs.26 million approximately (until March 5, 2019) to CHIAL and the Airports Authority of India. The Dispute Resolution Committee ("DRC") set up by the Airports Authority of India directed CHIAL to pay 50 per cent. of the total losses suffered by ReNew Solar Power Private Limited until March 5, 2019 on account of the non-offtake of power generated, in accordance with the terms of the PPA. From August 11, 2019 onwards, net metering was permitted enabling CHIAL to offtake the entire power from the 3 MW project. Subsequently, ReNew Solar Power Private Limited in its letter dated December 11, 2019 agreed to accept the terms of the settlement proposed by the DRC, submitted an updated claim of losses to DRC (until August 10, 2019) and requested payment from CHIAL of Rs. 16 million approximately (being 50% of the total losses incurred). DRC, in its communication dated December 19, 2019, took note of the acceptance and the updated claim, noted the completion of proceedings before the DRC and stated that further communication/ settlement in relation to both the parties shall be taken up directly between CHIAL and ReNew Solar Power Private Limited. This matter is currently pending resolution. In a separate matter, after net metering had been permitted in relation to the project, on account of some technical defaults at the onsite solar power project prior to the onset of the Covid-19 pandemic, the solar plant was only partially operational, CHIAL stated that outstanding dues cannot be paid until the technical faults were resolved. Accordingly, CHIAL subsequently requested review of the calculation methodology in relation to the claim raised by ReNew Solar Power Private Limited and contested the claim and interest amount for the period from August, 2019 to August, 2020 due to ReNew Solar Power Private Limited. This matter is also pending.

Some customers may also become subject to insolvency or liquidation proceedings during the term of the relevant PPAs. Bringing action against our customers to enforce their contractual obligations is often difficult and even if we initiate any legal proceedings against any such entities, we might not receive a judgment in our favor or on a timely basis. A failure by any of our customers to meet its contractual commitments either due to the ongoing COVID-19 pandemic or otherwise, or an insolvency or liquidation of any of our customers, could adversely affect our financial condition and results of operations.

The Group experienced a net loss in fiscal year 2020, and may not be able to maintain or regain profitability.

The Group suffered a net loss of Rs.5,026 million for the year ended March 31, 2020 as compared to a profit of Rs.1,030 million for the year ended March 31, 2019. The net loss was mainly driven by increases in the Group's total expenses, which increased to Rs.8,513 million in the year ended March 31, 2020 from Rs.6,290 million for the year ended March 31, 2019, primarily due to increases in operation and maintenance expenses, option premium amortization, the cost of materials consumed, and finance costs. In addition, tax expenses for the Group increased during the year ended March 31, 2020. The Restricted Group's total income and EBITDA decreased to Rs.3,937 million and Rs. 3,473 million for the year ended March 31, 2020 as compared to Rs.4,048 million and Rs. 3,557 million for the year ended March 31, 2019, respectively. The Restricted Group suffered a net loss of Rs. 236 million for the year ended March 31, 2020 as compared to a profit of Rs.205 million for the year ended March 31, 2019. Further, the Restricted Group's total income, EBITDA and profit decreased to Rs. 1,065 million, Rs. 934 million and Rs. 37 million in the three months ended June 30, 2020 from Rs. 1,168 million, Rs. 1,051 million and Rs. 142 million in the three months ended June 30, 2019.

There can be no assurance to investors that the Group will be profitable in future periods, which could have a material adverse effect on the Restricted Group's business, cash flows, financial condition and results of operation. For more details, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Year ended March 31, 2020 compared to the year ended March 31, 2019*".

The Group's ability to maintain or regain profitability depends on various factors, which are more fully discussed elsewhere in this "*Risk Factors*" section and the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*". The Group might not be able to regain profitability and the negative trends in the Group's financial condition might continue.

Any outbreaks of contagious diseases such as the recent outbreak of COVID-19 may have a material adverse effect on the Group's business operations, financial condition and results of operations.

The recent outbreak of COVID-19 has spread rapidly and globally across multiple countries around the world. The outbreak of contagious diseases such as COVID-19, the H1N1 virus (Swine Flu), H7N9 strain of flu (Avian Flu) could be severe and widespread and may result in protracted volatility in international markets and/or result in a global or local recession or depression as a consequence of disruptions to travel and retail segments, tourism and manufacturing supply chains. In particular, since February 2020, the COVID-19 outbreak has caused stock markets worldwide to lose significant value and has impacted economic activity worldwide. COVID-19 poses a serious public health threat as the number of infected cases and fatalities continue to rise. On March 11, 2020, the World Health Organisation (the "WHO") declared the outbreak of COVID-19 to be a pandemic. A number of governments have revised GDP growth forecasts for 2020 downward in response to the economic slowdown caused by the spread of COVID-19, and it is possible that the outbreak of COVID-19 will cause a prolonged global economic crisis, recession or depression despite monetary and fiscal interventions by governments and central banks globally. India's GDP fell 24% in the April to June 2020 financial quarter; this was the largest GDP decline during the same period among major economies.

Concerns about the outbreak and rapid spread of such contagious diseases, including COVID-19, have caused governments to take measures to prevent the spread of the virus. The outbreak of communicable diseases such as the ones listed above on a global scale has caused significant disruption to economies around the world, including India, resulted in sporadic volatility in global capital markets. The recent outbreak of COVID-19 has resulted in restrictions in India on travel and transportation and prolonged closures of workplaces, businesses and schools, with employees being asked to work from home and citizens being advised to stay at home, which could have a significant impact on our business operations which can be material. While power generation has been classified as essential services in India and our power plants continue to operate, there can be no assurance that our customers will not face financial constraints due to lower power consumption as a result of closures of non-essential services and industries, which may in turn adversely impact our financial condition and results of operation. There is no assurance how long such restrictions or advisories may be in place or whether electricity consumption will return to pre-pandemic levels even after such restrictions or advisories are lifted.

As a result of the COVID-19 outbreak, some entities of the Group have received notices from their customers in relation to curtailment of renewable power generated, with the offtaker claiming invocation of force majeure clause under the PPAs on account of lack of demand for power due to the lockdown restrictions affected in various parts of the country in light of the COVID-19 pandemic. In some other instances, some customers of the Group have also issued notices invoking force majeure provisions under the respective PPAs and claiming, among other things, additional time for making payments, on the grounds that the lockdown restrictions have impacted the liquidity of such customers and their contractual counterparties (which have also faced difficulties in collection of payments from customers), thereby reducing their ability to make timely payments under the PPAs. As a result of the introduction of movement restrictions in India to curb the spread of the COVID-19 outbreak, the Group's projects that are under-construction were impacted due to manpower constraints. Accordingly, the commercial operation dates for those projects have been delayed and/or extended by the issuing authorities and capital expenditure plans for those projects have been deferred accordingly. In some cases, the terms of the PPAs have also been extended and while the relevant counterparties have agreed to make payments to the Group's entities, such payments may not be received in accordance with the timeframe agreed upon in the PPAs, or may be received as deferred payments. For further details, see "*—Our customers may not be able to fulfil their contractual obligations as a result of their poor financial health or for other reasons, which may adversely affect our business, financial condition, results of operations, cash flows and prospects*", "*—Our business is dependent on the regulatory and policy environment affecting the renewable energy sector in India.*" and "*Summary—Recent Developments*". Further, the Group took advantage of moratoriums on interest payments under some of its loans, which were offered due to Covid-19.

Additionally, governments are taking unprecedented action to prevent the spread of the COVID-19 virus and such current or future government action could have a material adverse effect on our business operations, financial condition and results of operations. Government measures or actions could also negatively impact third parties' ability to perform their contracts with us, which could have a material adverse effect on our business operations, financial condition and results. For example, as part of the economic stimulus package in view of the economic disruption caused by the lockdown imposed to contain the COVID-19 outbreak and to facilitate liquidity flow in the power sector, the Ministry of Finance, Government of India announced, on May 13, 2020, a credit package of Rs.900,000 million to enable DISCOMs to meet their obligations. PFC and REC Limited have been mandated as key lending partners for this package. These long term loans are proposed to be disbursed through PFC and REC to the DISCOMs in two equal tranches of Rs. 450,000 million each. The loans shall have a maximum tenor of 10 years. A principal moratorium may be considered on a case to case basis, which shall not exceed three years. The loan amounts to be sanctioned shall be restricted to the outstanding dues of central public sector undertakings, electricity generation companies, transmission companies, IPPs and RE-Generators and after considering receivables against electricity bill dues and undisbursed subsidies of DISCOMs from State Governments. The loans from the first tranche shall be secured with unconditional and irrevocable guarantees by State Governments covering the loan amounts along with interest and any other charges towards the loan. The loans from the second tranche will be conditional on loss reduction and performance improvement.

With lockdowns easing in India and globally, we believe global trade may improve in the second half of the year ending March 31, 2021. Considering that the Group and the Restricted Group are in the business of generation of electricity which is granted "must run" status by MNRE, the management believes that the impact of outbreak on the business and financial position of the Group and the Restricted Group will not be significant. The management does not see any risks in the Group's and the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. However, the extent of the pandemic's impact on our operational and financial performance will depend on future developments, including the duration, spread and intensity of the outbreak and government response to control the spread of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving situation. The Group and the Restricted Group are closely monitoring developments, their operations, liquidity and capital resources and are actively working to minimize the impact of the unprecedented situation. However, there may be potential adverse effects of this pandemic on the Group's short-and medium-term business operations and the Group expects to see the impact of COVID-19 on its financial statements for subsequent periods. The pandemic may also adversely impact the Group's ability to raise additional capital or require additional reductions in capital expenditures that are otherwise needed to implement its strategies. Additionally, if any of the Restricted Group's or Group's employees are identified as a possible source of spreading COVID-19, Swine Flu, Avian Flu or any other similar epidemic, the Restricted Group or Group may be required to close their respective offices, to quarantine employees that are suspected of being infected, as well as others that have come into contact with those employees, which may result in a temporary suspension of its business operations and expose it to operational risk.

There can also be no assurance that the policies and controls for outbreak prevention and disease recurrence or any stimulus packages introduced by the Government of India will be successful in preventing disease outbreaks or recurrences or that any actual or suspected outbreak of COVID-19 or other contagious disease affecting India or elsewhere will not occur. There can also be no assurance that any future outbreak of contagious diseases will not have a material adverse effect on the Group's business, financial condition and results of operations.

Our customers may seek to, and certain states have sought to, revise the terms of our power purchase agreements, including by revising the tariff and to curtail the generation of renewable energy.

Customers may seek to revise the terms of the power purchase agreements with the aim, inter alia, of curtailing generation of renewable energy by the renewable energy generators.

Certain states such as Andhra Pradesh have sought to revise the tariff with solar and wind developers unilaterally. Andhra Pradesh distribution utilities have filed a petition (O.P. No. 17 of 2019) before the Andhra Pradesh Electricity Regulation Commission ("APERC") seeking revision of the regulations and tariff orders applicable to certain power purchase agreements executed with various wind developers in the state of Andhra Pradesh. These proceedings were challenged by some of the wind developers before the High Court of Andhra Pradesh by way of a writ petition on various grounds including jurisdiction of the APERC to entertain such a petition. In addition, some of the Group's companies had also received notices from the Government of Andhra Pradesh and distribution utilities of the state and may receive notices seeking a re-negotiation/ revision of tariff from the date of commissioning for existing wind and solar power purchase agreements executed with the Andhra Pradesh distribution utilities. The Indian Supreme Court and the Appellate Tribunal for Electricity have held that power purchase agreements entered into with distribution utilities can be modified only in limited circumstances such as for consumer interest (while balancing the recovery of the cost of power) and to provide a thrust to or to promote renewable energy or by mutual agreement of the parties, and the Appellate Tribunal for Electricity has also held in another case that tariff fixed under a power purchase agreement cannot be revised. The Group's companies and other wind developers had filed a writ petition before the High Court of Andhra Pradesh for setting aside and quashing the notices received from the Government of Andhra Pradesh and distribution utilities for renegotiation/revision of tariff and for restraining the Andhra Pradesh distribution utilities from revising the tariff or terminating the power purchase agreements. The High Court of Andhra Pradesh issued a stay on the order of the Government of Andhra Pradesh constituting a committee to renegotiate tariff and the notices issued for revision of tariff for a period of 4 weeks from July 25, 2019. While the Andhra Pradesh State Load Dispatch Centre has in the past curtailed wind generation without assigning any reasons, it had since July 25, 2019 been curtailing generation from the Group's companies wind power plants in Andhra Pradesh and an interim application was filed challenging such curtailment before the High Court of Andhra Pradesh.

The High Court of Andhra Pradesh, in its order on the interim application dated August 1, 2019, directed the Andhra Pradesh State Load Dispatch Centre and the Transmission Corporation of Andhra Pradesh Limited ("APTRANSCO") to refrain from arbitrary curtailment of power generated by power projects, and further directed the APTRANSCO to provide the reasons for curtailment of power in writing on its website on a weekly basis. On September 15, 2019, APTRANSCO, without prior notice, disconnected grid connectivity for three wind power projects owned by other members of the Group, namely Helios Infratech Private Limited (100.80 MW), Ostro Andhra Wind Private Limited (98.70 MW) and Ostro AP Wind Private Limited (98.70 MW). Against this, an interim application was filed before the High Court of Andhra Pradesh praying to the High Court to declare the disconnection of the wind power projects from grid connectivity as illegal. Further, on September 24, 2019, the High Court of Andhra Pradesh pronounced an order in relation to the interim application, directing APTRANSCO to immediately reconnect the three wind power projects owned by Helio Infratech Private Limited (100.80 MW), Ostro Andhra Wind Private Limited (98.70 MW) and Ostro AP Wind Private Limited (98.70 MW) and to maintain status quo, going forward.

The High Court of Andhra Pradesh, in its final order dated September 24, 2019, set aside the notices in relation to the revision of tariffs. Further, the High Court directed the respondents to refrain from taking any coercive steps, including curtailment of power generated and stopping of evacuations: (a) without providing due notice to the power generators; and (b) without complying with the terms of the PPAs and the Electricity Act, 2003, and the regulations thereunder. While the matter has been decided in the Group's favour, the Government of Andhra Pradesh, in its arguments, indicated its intention of approaching the APERC to reevaluate the tariffs.

The High Court of Andhra Pradesh has also directed the DISCOMs to pay tariffs for the period where bills were raised by power generating companies but unpaid and for future bills to be raised by power generating companies at an interim rate of Rs.2.44 per unit for solar power projects and Rs.2.43 for wind power projects until the matter pending before the APERC (O.P. No. 17 of 2019) is finally determined. The Company and some of its subsidiaries filed an appeal (which is currently pending) before the Division Bench of the High Court of Andhra Pradesh against the final order dated September 24, 2019 challenging the interim tariff ordered to be payable by APSPDCL to the Company and its subsidiaries, and linking payments due and the tariff payable to the final determination in O.P. No. 17 of 2019. In the appeal, interim applications have also been filed by the Company and its subsidiaries seeking, inter alia, payment of outstanding amounts and investigation into the curtailment of power by Andhra Pradesh State Load Dispatch Centre. For further details, see "*Business—Legal Proceedings*".

While the PPAs signed with the Andhra Pradesh DISCOM do not contemplate any restriction on the units of electricity to be off-taken in a year, in some cases, the Andhra Pradesh DISCOM has taken the view that it is not obligated to off-take energy generated beyond the CUF of 23.5% in a given year. Therefore, in a given year, the revenue from energy generated beyond CUF of 23.5% may not be recovered.

A similar legal or regulatory dispute or curtailment faced by the Restricted Group in this regard could result in a deterioration of the Restricted Group's receivables position and the Restricted Group may not receive payment under the power purchase agreements in full, which may have an adverse effect on the Restricted Group's financial condition and results of operations. As at June 30, 2020, the Restricted Group's trade receivables amounted to Rs. 1,847 million. Further, there is no assurance that a favorable judgment will be obtained at all or in a timely manner. Also, any negative revision in the tariffs or curtailment could have a material adverse effect on the Restricted Group's business, cash flows, financial condition and results of operation.

We have substantial indebtedness and have also guaranteed, and provided collateral to secure, certain financing obligations of our subsidiaries.

We have substantial indebtedness outstanding. For details, see "*Description of Other Indebtedness*". We expect to continue to finance a portion of our project development costs with debt financing. Our ability to meet our payment obligations under our outstanding debt depends on our ability to generate significant cash flow. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. If we are unable to generate sufficient cash flow to satisfy our debt obligations or other liquidity needs, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt (including the NCDs), selling assets, reducing or delaying capital investments or seeking to raise additional capital. We cannot assure you that any refinancing would be possible, that any assets could be sold or, if sold, of the timing of the sales and the amount of proceeds that may be realized from those sales, or that additional financing could be obtained on acceptable terms, if at all. Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms, would materially and adversely affect our financial condition and results of operations and our ability to satisfy our obligations under the NCDs. In addition, the Company had also guaranteed, and provided collateral to secure, certain financing obligations of its subsidiaries, including certain members of the Restricted Group. Certain of the Company's subsidiaries' standby letter of credit are secured by the Company's cash deposits. If the subsidiaries are unable to satisfy their debt obligations under those financing arrangements, the Company will be obliged to service those obligations under the terms of the guarantees or the collateral may be enforced. Our inability to generate sufficient cash flows to satisfy those obligations under the guarantees would materially and adversely affect our financial condition and results of operations and our ability to satisfy our obligations under the NCDs. While some of these guarantees may be released provided that certain conditions under the terms of the financing arrangements are met by the subsidiaries, there can be no assurance that the Company's subsidiaries will be able to meet those conditions and the Company's guarantee obligations will remain until such time where the conditions are satisfied.

Our PPAs expose us to several risks including those associated with cost overruns and delays.

Tariff rates for our PPAs for utility scale wind and solar energy projects are determined under a FiT or a bidding regime. Further, some of our PPAs for distributed solar energy projects provide for differential tariffs. However, the majority of our PPAs provide for fixed tariff rates. For further details, see "*Business*". As a result, in the event of increases in operating costs or equipment costs, or increased costs as a result of changes in laws, we may not be able to pass these cost increases on to our customers. Therefore, the prices at which we supply power may have little or no relationship with the costs incurred in generating power.

Moreover, we have limited flexibility to modify the PPAs we are required to enter into with state electricity distribution companies and often these PPAs may not have adequate 'change of law' provisions or there may be differences of interpretation of these provisions, leading to disputes regarding operating costs and a consequent adverse impact on our cash flows, among other things. While some of our PPAs provide for tariff increase due to a change in law, any such increase in tariff can only be effective after determination by the relevant regulatory authorities after taking into account objections made by any counterparty. Further, regulators may not accept our computation of the impact of the change. In addition, in certain cases we may not be able to recover our costs in relation to a change in law if our PPAs do not provide for change in law or do not extend to all changes in law. In certain cases, the impact of change in law is covered only if it occurs after the execution of the relevant PPA and not during the interim period between the date of submission of the bid and execution of the PPA, though all our financial calculations and assumptions on cost, including taxes are made prior to the bid submission. For instance, the implementation of GST with effect from July 1, 2017 has led to an increase in tax rates on equipment used in our wind and solar energy projects, including material increases in the tax rates on components of solar power generating systems such as modules and cables, and on services such as civil and general works and evacuation costs. We received an order from CERC in relation to two of our projects allowing us to pass on to the relevant offtakers increases in costs incurred on account of increase in tax rates. However, the CERC has for both projects prevented us from passing on increase in operation and maintenance costs, as well as the carrying cost incurred by us on account of such increase in tax rates to the offtakers.

Instances of non-compliance with the terms of our PPAs include: (i) in respect of our wind power projects in Andhra Pradesh, the distribution utilities are deducting amounts equivalent to the generation based incentives granted to us from the tariff being paid by them even though the PPAs do not permit such a deduction; and (ii) in respect of some of the wind power projects in Andhra Pradesh, the relevant DISCOMs are paying tariffs only in respect of the power generated up to an amount based on an identified CUF even though the PPAs do not contemplate a limit on the power which may be generated, sold and purchased based on an identified CUF. For instance, in relation to the Borampalli project, the weighted average tariff of Rs.4.84 per kWh was determined on the basis of a capacity utilization factor (CUF) of 23.5%. While the PPAs signed at such tariff do not contemplate any restriction on the units of electricity to be off-taken in a year, in some cases, the Andhra Pradesh DISCOMs have taken the view that they are not obligated to off-take energy generated beyond the CUF of 23.5% in a given year. In this regard, the Southern Power Distribution Company of Andhra Pradesh Limited and the Eastern Power Distribution Company of Andhra Pradesh Limited have also filed a petition before the APERC seeking reduction of tariffs payable to wind power generators, including on the ground that wind power generators are able to achieve higher CUFs than 23.5% (the percentage considered by the APERC in its tariff orders dated August 1, 2015 and March 26, 2016) on account of advancement of technology. The matter is currently pending. Further, Andhra Pradesh DISCOMs have made a statement in the affidavit filed before the High Court of Andhra Pradesh acknowledging withholding amounts for energy generated beyond CUF of 23.5%. Therefore, in a given year, the revenue from energy generated beyond CUF of 23.5% may not be recovered. For details, see *"Business—Legal Proceedings"*.

Generally, our PPAs also require that we bring our projects to commercial operation by certain dates. For example, there have been delays in commission of our Honnali and Turuvekere projects (owned by the Restricted Group entities), as well as other projects of the Group, namely Dichipally, Kalghatgi, and Gokak projects which resulted in the KERC taking action to reduce the PPA tariff to 80% of the stipulated tariff and the performance bond guarantee was encashed to the extent of Rs.4 million (i.e. 20% of the total performance security), and in particular, the SECI II project has not been fully commissioned as there have been delays in relation to 65.5 MV of the capacity. If we are unable to adhere to such timelines for reasons other than as specifically contemplated in the PPAs, it could result in the reduction in tariffs, or other penalties, including our paying the offtaker liquidated damages in proportion to the amount of power not supplied, or granting the offtaker the right to draw on performance bank guarantees provided by us, including in certain cases up to 100% of the bank guarantee. For example, one of the Group's entities, ReNew Wind Energy (TN) Private Limited ("ReNew Wind TN") had entered into a power purchase agreement with Solar Energy Corporation of India Limited ("SECI") for developing a 265 MW capacity wind power project situated at Bhuj, Gujarat ("Project"). Subsequently, on account of force majeure events and events beyond the control of ReNew Wind TN, including inordinate delays in allocation of revenue land for the Project and commissioning of transmission system, as well as the outbreak of Covid-19 and the subsequent imposition of lockdown causing disruption in supply chains, it became impossible to commission the Project within the timelines specified in the PPA. However, despite duly informing SECI of the aforementioned events, SECI in its letters dated July 2, 2020 disputed the claims of ReNew Wind TN with regard to force majeure and indicated its intention to impose penalty for the delay in commissioning. Accordingly, ReNew Wind TN filed a petition before the Central Electricity Regulatory Commission ("CERC") ("SECI Petition") for a declaration that it is entitled to terminate the PPA on account of force majeure events, and also filed an interim application seeking a stay against SECI for invocation of the performance bank guarantee submitted by ReNew Wind TN for the Project. Subsequently, ReNew Wind TN in its letter dated July 26, 2020 to SECI, has also notified SECI of its intention to terminate the PPA for the Project, and requested return of the bank guarantee submitted by it. In its order dated August 6, 2020, CERC directed SECI not to invoke the performance bank guarantee until the next date of hearing. In relation to the transmission services for the Project, ReNew Wind TN has also filed a petition before the CERC against the Power Grid Corporation of India Limited ("PGCIL") seeking termination of the transmission agreements, return of the bank guarantee submitted to PGCIL, as well as a declaration that no relinquishment or other charges are payable by the Petitioner ("PGCIL Petition"). Along with this petition, ReNew Wind TN has also filed an interlocutory application before the CERC seeking, *inter alia* an *ex parte* stay against the invocation of the bank guarantees for connectivity and long term access submitted by ReNew Wind TN. In its letter dated October 7, 2020, PGCIL informed ReNew Wind TN that since ReNew Wind TN had failed to construct the dedicated transmission line within the stipulated time, PGCIL encashed the bank guarantee of Rs. 50 million submitted by ReNew Wind TN, and relinquished long term access subject to payment of relinquishment charges. ReNew Wind TN has accordingly filed a petition ("BG Petition") before the Appellate Tribunal for Electricity (on account of suspension of the operations of CERC) seeking relief against the actions undertaken by PGCIL including *inter alia*, restraining PGCIL from taking any coercive action the PGCIL Petition is disposed of by CERC. In its order dated October 8, 2020, APTEL directed that the bank guarantee submitted by ReNew Wind TN in favour of PGCIL should not be encashed by PGCIL until further orders in the BG Petition. In its order dated October 9, 2020, the order dated October 8, 2020 was extended until October 16, 2020. The SECI Petition (including the interim application thereunder), the PGCIL Petition and the BG Petition are currently pending. For further details, see "*Business—Legal Proceedings*".

As a result, our PPAs expose us to several risks including those associated with cost overruns or delays which may materially and adversely affect our financial condition and results of operations.

We have substantial indebtedness and are subject to restrictive and other covenants under our debt financing arrangements.

We have substantial indebtedness outstanding. For details, see "*Description of Other Indebtedness*". We expect to continue to finance a portion of our project development costs with debt financing. Our ability to meet our payment obligations under our outstanding debt depends on our ability to generate significant cash flow. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control.

Additionally, our financing arrangements contain restrictive covenants that require us to obtain the lenders' prior written consent for carrying out certain actions, including:

- raising capital or debt;
- changing our constitution and amending our articles and memorandum of association;
- changing our capital structure and shareholding pattern;
- increasing the debt to equity ratio due to change in capital structure;
- creating any encumbrance on the secured assets provided as security to the lenders of the Company and its subsidiaries;
- conducting a merger, consolidation, reorganization or amalgamation by the Company or its subsidiaries;
- making a substantial change in our management structure or nature of business;
- entering into long term contractual arrangements, schemes of expansion or acquiring assets in breach of the financial covenants;
- undertaking guarantee obligations or selling, assigning, mortgaging or disposing of any assets;
- extending loans and advances; and
- prepaying any outstanding borrowings.

As a result, in order to issue and use the proceeds of the NCDs, and provide the guarantees (including in certain instances, the Parent Guarantee), we will require consents from the relevant lenders. Any failure to obtain such consents and comply with any condition or covenant under our outstanding financing agreements or any new financing agreements we may enter into from time to time (including technical defaults) may lead to enforcement of events of default which may result in actions including termination of any of our credit facilities, acceleration of amounts due under such facilities, imposition of penalty interest, exercise of step-in rights, invocation of security under such financial arrangements and exercise of rights to convert loans into equity shares, as well as cross-defaults (either triggered automatically or at the lenders' option) under certain of our other financing agreements, and in some cases, the financing agreements of the Company. Further, for some of the financing arrangements availed by our SPVs, the Company has provided guarantees and/or sponsor support undertakings.

The breach of certain terms and conditions under these financing arrangements may constitute an event of default, causing the lenders to exercise their rights under the relevant financing agreements, and may also lead to enforcement of the guarantee provided by the Company in relation to such payment obligations of our SPVs. For instance, some members of Restricted Group have faced and are continuing to face certain delays in creation of security in relation to some of the Restricted Group's financing arrangements and/or have failed to maintain certain financial ratios under such financing arrangements, as a result of which the relevant entities have been required to make and/or are currently making penal interest payments to their lenders. Any of these factors and other consequences that may result from our indebtedness including enforcement of one or more of the guarantees provided by the Company pursuant to a default under such financing arrangements could adversely affect our financial condition, cash flows and prospects as well as our ability to meet our payment obligations under our debt financing agreements.

The breach of certain terms and conditions under these financing arrangements may constitute an event of default, causing the lenders to exercise their rights under the relevant financing agreements, and may also lead to enforcement of the guarantee provided by the Company in relation to such payment obligations of our SPVs. For instance, some members of Restricted Group have faced and are continuing to face certain delays in creation of security in relation to some of the Restricted Group's financing arrangements and/or have failed to maintain certain financial ratios under such financing arrangements, as a result of which the relevant entities have been required to make and/or are currently making penal interest payments to their lenders. Any of these factors and other consequences that may result from our indebtedness including enforcement of one or more of the guarantees provided by the Company pursuant to a default under such financing arrangements could adversely affect our financial condition, cash flows and prospects as well as our ability to meet our payment obligations under our debt financing agreements.

Our PPAs may be terminated by our counterparties upon the occurrence of certain events. Moreover, delay in commissioning the remaining capacity of the SECI II Project may lead to termination of the PPA, to the extent of any uncommissioned capacity.

Our PPAs typically allow the offtaker to terminate the agreement upon the occurrence of certain events, including the failure to:

- comply with prescribed minimum shareholding requirements;
- complete project construction and or achieve commissioning of the project(s) by a certain date;
- supply power continuously for a certain period of time;
- comply with prescribed operation and maintenance requirements;
- make any stipulated payments to the relevant State DISCOMs and/or State Electricity Commissions;
- comply with terms of the financing agreements; and
- comply with other material terms of the relevant PPA.

As a result, we cannot provide any assurance that PPAs containing such provisions will not be terminated. For example, MPPMCL terminated a PPA with ReNew Clean Energy alleging delay in the procurement of land. While the Supreme Court reinstated the PPA, we were directed to pay penalties of Rs.119.6 million in this regard.

Moreover, if a PPA is terminated, we could be exposed to additional legal liability, reputational damage, and we might not be able to enter into a replacement PPA on favorable terms or at all.

If a PPA is terminated and not replaced on similar terms, our results of operations may be adversely affected. Further, the Restricted Group may also not be able to comply with certain other terms of the Restricted Group's PPAs, which could materially and adversely affect the Restricted Group's business, financial condition, results of operations, cash flows and prospects.

For instance, certain demand notices have been issued by the distribution licencees of the State of Karnataka (ESCOMs) to the captive users of the Restricted Group entities (the "Demand Notices"), having wind power projects in Karnataka, namely ReNew Wind Energy (Karnataka) Private Limited ("ReNew Wind (Karnataka)") and ReNew Wind Energy (AP) Private Limited ("ReNew Wind (AP)"). The Demand Notices allege failure to maintain captive status as required under Rule 3 of the Electricity Rules, 2005 and seek recovery of cross subsidy surcharge and higher rate of electricity tax which is applicable on supply of energy from non-captive users. The Demand Notices have been issued pursuant to KERC's circular dated September 18, 2018, directing ESCOMs (namely, Hubli Electricity Supply Company Limited, Bangalore Electricity Supply Company Limited, Chamundeshwari Electricity Supply Company Limited, Gulbarga Electricity Supply Company Limited, Mangalore Electricity Supply Company Limited and Karnataka Power Transmission Corporation Limited) to (i) monitor the captive status of group captive generators / consumers to ensure that they have acquired the status of group captive generators/ consumers; (ii) verify their compliance of consumption of electricity in accordance with Rule 3 of the Electricity Rules, 2005; and (iii) levy cross subsidy surcharge and electricity tax differential on captive users drawing power from captive generating plants (CGP) in case of any violation (the "Impugned Circular"). The loss of captive status is alleged on the grounds, *inter alia*, that (i) the captive users have not set up the captive project and have only acquired ownership subsequently, and (ii) the captive users of ReNew Wind (Karnataka) and ReNew Wind (AP) have consumed energy disproportionate to their shareholding in such entities. Subsequently, ReNew Wind (Karnataka) and ReNew Wind (AP) filed separate petitions before the KERC against the ESCOMs, praying for a for a declaration that the actions of the ESCOMs in issuing the Demand Letter in accordance with the Impugned Circular for the Financial Year 2018, are illegal, and that captive status has been maintained as per Rule 3 of the Electricity Rules, 2005. The KERC, vide its orders dated March 7, 2019 and April 25, 2019 passed in the aforesaid petitions, granted an interim stay on the disconnection of power supply to the premises of the captive users of the CGPs of ReNew Wind Karnataka and ReNew Wind (AP) (the "Interim Orders").

Subsequently, the captive users of ReNew Wind (Karnataka)'s CGP received a fresh demand notice from one of the ESCOMs for the Financial Year 2019. Accordingly, ReNew Wind (Karnataka) filed a writ petition before the High Court of Karnataka against the State of Karnataka, KERC and the ESCOMs, praying, inter alia, for a declaration that the Impugned Circular and the demand letters issued by the ESCOMs in accordance with the Impugned Circular be adjudged illegal (the "Writ"). The High Court of Karnataka by way of its order dated July 18, 2019 ordered the ESCOMs to not take any precipitative action against the captive users until further orders. The petitions filed by ReNew Wind (Karnataka) and ReNew Wind (AP) and the Writ are pending, and the interim order in the Writ has been extended until the next date of hearing. Meanwhile, one of the captive customers of both ReNew Wind (Karnataka) and ReNew Wind (AP) has received demand notices from Gulbarga Electricity Supply Company Limited for payment of Rs.108.28 million as charges for Fiscal 2019 ("Demand Notices"). Accordingly, ReNew Wind (AP) has filed a petition before the High Court of Karnataka against KERC and others, praying for, inter alia, setting aside the Impugned Circular and claiming interim relief against the Demand Notices, while ReNew Wind (Karnataka) has also filed an application in the Writ seeking protection from the Demand Notices. The High Court of Karnataka by way of its order dated September 18, 2020 in the writ petition filed by ReNew Wind (AP) ordered the ESCOMs to not take any precipitative action against the captive users until further orders. In its interim order dated October 6, 2020 in the Writ, the High Court of Karnataka disposed of the application wherein GESCOM submitted that it shall not take any precipitative action and the demand letters were only issued for the purposes of records. The matter is pending. For details, see "*Business—Legal Proceedings*".

Additionally, in the Mehbubnagar -1 project, there were certain meters installed for which billing was issued to the Telangana DISCOM. These CT/PT meters were required to be tested prior to commissioning by a third-party agency, however this was not carried out. Instead, the project was commissioned based on an undertaking by the SPV to complete the testing within six months of commissioning, however this was also not carried out. As a result of this, the Telangana DISCOM issued a notice of default under the PPA. Once the testing was conducted, the meters were found to have discrepancies which resulted in over-billing. The SPV was directed to replace the meters within a specific period of time and have undertaken to settle the discrepant amounts billed on account of the faulty meters. There are similar obligations for periodic testing of meters under various PPAs, and there may be instances where the testing may not have been conducted on account of lack of oversight.

In the few cases where we are entitled to receive termination payments from a counterparty on termination of a PPA, there can be no assurance that such counterparty will make such termination payments on time or at all. Further, it is unlikely that any such termination payment will be adequate to pay all the outstanding third-party debt that we have incurred for the project.

Certain of our PPAs allow the offtaker to purchase a portion of the relevant project from us on the occurrence of certain events. Moreover, some of our PPAs entitle our lenders, on the occurrence of certain events, to replace our project SPV as operator of the project by a party of their preference. If such a buy-out or step-in occurs and we are unable to locate and acquire suitable replacement projects in a timely fashion, our business, financial condition and results of operations may be materially and adversely affected. Additionally, there can be no assurance that our offtakers will not suspend or cease payment for or purchase of electricity under our PPAs. The failure to enter into or renew offtake arrangements in a timely manner or at all and on terms (including at prices that permit operation of a related facility on a profitable basis) that are acceptable to us if at all, could materially and adversely affect our business, financial condition, results of operations, cash flows and prospects.

We face risks and uncertainties when developing wind and solar energy projects.

The development and construction of wind and solar energy projects involve numerous risks and uncertainties and require extensive research, planning and due diligence. Before we can determine whether a solar or wind energy project is economically, technologically or otherwise feasible, we may be required to incur significant capital expenditure for land and interconnection rights, regulatory approvals, preliminary engineering, equipment procurement, legal and other work.

Success in developing a project depends on many factors, including:

- securing appropriate land, with satisfactory land use permissions, on reasonable terms;
- accurately assessing resource availability at levels deemed acceptable for project development and operations;
- receiving critical components and equipment (that meet our design specifications) on schedule and on acceptable commercial terms;
- securing necessary project approvals, licenses and permits in a timely manner;
- availability of adequate grid infrastructure and obtaining rights to interconnect the project to the grid or to transmit energy;
- obtaining financing on competitive terms;
- completing construction on schedule; and
- entering into PPAs or other offtake arrangements on acceptable terms.

There may be delays or unexpected difficulties in completing our projects as a result of these or other factors. We may also reduce the size of some of our projects due to the occurrence of any of these factors. If we experience such problems, our business, financial condition, results of operations, cash flows and prospects could be materially and adversely affected. Additionally, these factors may adversely affect the demand for wind and solar energy projects in India, which could impair our business and prospects.

Our business has grown rapidly since our inception, and we may not be able to sustain our rate of growth.

We commenced operations in 2012 and our first project had an operational capacity of 25.20 MW. Since then, we have grown significantly. As at August 31, 2020, we had an operational capacity of 5.43 GW. Since the size of our project portfolio has grown considerably, we may not be able to grow at similar rates in the future.

Although we intend to continue to expand our business significantly with a number of new projects in both existing and new geographies, we may not be able to sustain our historical growth rate for various reasons. Success in executing our growth strategy is contingent upon, among others:

- accurately prioritizing geographic markets for entry, including by making accurate estimates of addressable market demand;
- identifying suitable sites for our projects;
- participating in and winning renewable energy auctions on acceptable terms;

- acquiring land rights and developing our projects on time, within budget and in compliance with regulatory requirements;
- effectively tracking bid policies and bid updates;
- obtaining cost effective financing needed to develop and construct projects;
- sourcing components that meet our design specifications on schedule and within budget;
- negotiating favorable payment terms with suppliers and contractors;
- continued availability of economic incentives along expected lines; and
- signing PPAs or other offtake arrangements that are commercially acceptable to us.

Our existing operations, personnel and systems may not be adequate to support our growth and expansion plans and may require us to make additional investments in our business systems, operational procedures and business processes, and manage our employee base in order to expand our project development efforts. As we grow, we also expect to encounter additional challenges in relation to project selection, construction management and capital commitment processes, as well as our project financing capabilities. These factors may restrict our ability to take advantage of market opportunities, execute our business strategies successfully, respond to competitive pressures and maintain our historical growth rates.

Implementing our growth strategy requires significant capital expenditure and will depend on our ability to maintain our access to multiple funding sources on acceptable terms.

We require significant capital for the installation and development of our projects and to grow our business. We believe that we have benefitted from a well-balanced mix of equity, corporate debt and project financing that has contributed to the rapid growth of our business. We might not be able to continue financing or refinancing our projects with an effective combination of equity and debt as we have done in the past and the interest rates and the other terms of available financing might not remain attractive. Any changes to our growth strategy could impair our ability to grow our portfolio of wind and solar energy projects. In addition, rising interest rates could adversely affect our ability to secure financing on favorable terms and increase our cost of capital.

Our ability to obtain external financing on favorable terms is subject to a number of uncertainties, including: our financial condition, results of operations and cash flows; interest rates; our credit rating and those of our project SPVs; our ability to comply with financial covenants under our debt financing:

- the general condition of global equity and debt capital and project finance markets;
- regulatory and government support in the form of tax credit incentives and other incentives;
- the continued confidence of equity investors, banks, other financial institutions and specialized infrastructure lenders in us and the renewable energy industry; and
- economic, political and other conditions.

If we are unable to obtain financing on attractive terms or sustain the funding flexibility we have enjoyed in the past, our business, financial condition, results of operations, cash flows and prospects may be materially and adversely affected.

The growth of our business depends on developing and securing rights to sites suitable for the development of our projects.

Our ability to realize our business and growth plans is dependent on our ability to develop and secure rights to sites suitable for the development of viable projects.

Wind and solar energy project sites require certain geological conditions that are not available in all areas. Suitable sites are determined on the basis of cost, wind and solar resource levels, topography, grid connection infrastructure and other relevant factors. Further, wind and utility scale solar energy projects must be interconnected to the power grid in order to deliver electricity, which requires us to find suitable sites with adequate evacuation and transmission infrastructure. Utility scale solar energy projects also require sufficient contiguous land for development. We cannot assure you that we will be able to procure contiguous parcels of land for our utility scale solar energy projects on terms that are acceptable to us, or at all. Further, sale deeds for the transfer of some parcels of land in relation to the projects in favour of some RG entities have not been executed yet, and are in the process of execution. From time to time, we are also involved in litigation in relation to the land parcels on which our utility scale energy projects are located. For details, see "*Business—Legal Proceedings*".

Some locations used for evacuation and transmission facilities are not owned by us and are located on land owned by third parties. In such cases, we enter into arrangements for rights of way to construct the facilities. From time to time, we have faced interruptions on account of such third party land owners who obstruct construction or operation of such facilities. For instance, with respect to ReNew Wind Energy (Rajasthan Four) Private Limited's wind power project in Turuvukere, certain private persons (the "Plaintiffs") have filed a suit before a civil court in Magadi (the "Suit") alleging that the Plaintiffs have a three-fourths share of a portion of the land on which the said wind power project has been set up. Among other reliefs, the Plaintiffs in the Suit have prayed for a permanent injunction against the defendants to not to interfere with the Plaintiffs' possession of the property. The Suit is currently pending. For details, see "*Business—Legal Proceedings*".

Some of the land area we utilize or intend to utilize for our projects is on leasehold land, and we may be subject to conditions under the lease agreements through which we acquire rights to use such land. These conditions include restrictions on leasehold interest or rights to use the land, continual operating requirements, and other obligations which include obtaining requisite approvals, payment of necessary statutory charges and giving preference to local workers for construction and maintenance. We are also exposed to the risk that these leases will not be extended or will be terminated by the relevant lessees. Further, some of the wind energy projects which we have acquired from OEMs are located on government revenue land leased to the OEM. In such cases, the OEM has typically sub-leased the land to us. If the original lease for such land is terminated due to any action or omission by the OEM (over which we have no control), we may lose our leasehold rights as well. If any of the above factors occur, our successful land procurement cannot be assured. Any failure by us to secure suitable sites may materially impact the development of a project and may also result in non-compliance with related conditions under project agreements. If this occurs across a number of our projects, our business and prospects could be materially and adversely affected.

The Group has, from time to time, been in breach of some financial covenants and covenants relating to security creation timelines under certain financing arrangements and such breach may occur in future, and if any lender chooses to exercise its rights for any existing or future breach, it may have an adverse effect on the Group's business, cash flows, financial condition and results of operations.

The terms of our outstanding debt require us to comply with various covenants and conditions, such as creating security in accordance with the agreed security package and maintaining certain financial ratios including, for example, total debt to net worth and debt service coverage ratios, which are tested periodically. We are also subject to various restrictive covenants under our financial arrangements.

In the past, some members of the Group (including one of the members of the Restricted Group) have not been in compliance with some of these financial ratios. One of the members of the Restricted Group, being Zemira Renewable Energy Limited was not in compliance with the debt service coverage ratio as of the last testing date being March 31, 2020, prescribed under the facility agreement dated April 24, 2018 executed with Piramal Capital and Housing Finance Limited and PHL Fininvest Private Limited. These lenders have, by way of email dated September 2, 2020 confirmed that they have not called a default on account of this non-compliance, and accordingly as on the date of this Offering Memorandum, there are no adverse implications for Zemira Renewable Energy Limited as a consequence of this non-compliance. Further the facility amount to the tune of Rs.3,075 million have been prepaid by Zemira Renewable Energy Limited to these lenders. As of the date of this Offering Memorandum, Rs.111.9 million is outstanding under the facility. There is no assurance that the Group will be in compliance with such financial covenants in the future.

Moreover, some of the Group entities (including entities in the Restricted Group) have not created security within specified timelines agreed with lenders in the past and as of the date of this offering memorandum, typically due to reasons including delay in obtaining change in land use permissions from relevant authorities, which can be a time consuming process in India.

Certain penalties as stipulated under the financing agreements may have been levied by lenders on those Group entities (including entities in the Restricted Group) which have not been able to comply with the terms and conditions of their respective financing arrangements.

The Group has historically been able to cure such breaches, refinance the relevant facility, pay penal interest, or procure waivers or extensions in security creation timelines from the relevant lenders and, to date, none of our lenders have issued a notice of default or accelerated payment under such facilities on the basis of such breaches. There can be no assurance that lenders will not choose to enforce their rights or that the Group will be able to remedy such breaches in the same manner as done in the past.

Our failure to prepay certain existing lenders or obtain consents from such lenders may result in a breach under the terms of the existing indebtedness incurred from such lenders.

The terms of the existing financing arrangements of the Restricted Group prohibit them from, incurring additional debt, including issuance of NCDs and taking certain related actions (including but not limited to issuing guarantees, opening bank accounts, amending constitutional documents and creating security), without the prior consent from the lenders of such existing indebtedness.

While the proceeds of the NCDs (*inter alia*) are proposed to be utilised to prepay such existing indebtedness in full, until such prepayment, the issuance of the NCDs (and taking certain other related actions) would result in a breach of the obligations of such members of the Restricted Group under the existing loan facilities availed by them, if prior written consent is not availed from the relevant lenders.

Further, under some indebtedness availed by certain members of the Restricted Group, prior consent of the respective lender is required for prepayment of the indebtedness owed to such lender. In some instances, we have received consents on email from the lenders (being the consent received from ReNew Wind Energy (AP) Private Limited under the facility availed from Saraswat Co-operative Bank, and consent received from Piramal Capital and Housing Finance Limited under the facility availed by Zemira Renewable Energy Limited from Piramal Capital and Housing Finance Limited and PHL Fininvest Private Limited), while certain other lenders have clarified on email that their consent is not required for such prepayment (being email received from debenture holder by Zemira Renewable Energy Limited that early redemption in the first six months from date of allotment does not require prior consent from the debenture holder or debenture trustee). In relation to facilities availed from REC Limited ("**REC**") and PTC India Financial Services Limited ("**PTC India**") prior consent of the lenders is required for prepayment of the loans availed by Pugalur Renewable Private Limited (aggregate amount outstanding to REC Limited as of June 30, 2020 being INR 2740.4 million), Bidwal Renewable Private Limited (aggregate amount outstanding in relation to REC Limited as of June 30, 2020 being Rs. 1,792.4 million) and ReNew Wind Energy (AP3) Private Limited in relation to RWEAP3PL Lahori Facility (aggregate amount outstanding to PTC India as of June 30, 2020 being Rs. 835.35 million); however, although, the relevant borrowers have sent provisional prepayment notices, such prior consent from REC and PTC India has not been obtained and may not be obtained at all.

While, PTC India by way of an email, has acknowledged the prepayment notices delivered to it, and confirmed that its no-objection certificate as per the terms of the loan agreement is under process, in the absence of prior consent from REC and/or PTC India, there is no assurance that these financial institutions will accept the prepayment of their respective loans. Further, in the event REC refuses to accept prepayment from the proceeds of the NCDs, we may be required to repay the facilities availed from REC through proceeds from an equity injection from the sponsor, as is permitted under the terms of the loan documentation for the facilities availed from REC. The Terms and Conditions of the NCDs require the facilities availed from REC to be repaid no later than sixty (60) days after the Original Issue Date.

Additionally, certain lenders may be prepaid prior to the expiry of the relevant prepayment notice period prescribed under the respective financing documents. Further, there could be additional prepayment penalties that the members of the Restricted Group might have to pay in accordance with the agreement with the relevant lenders, at the time of prepayment of certain existing indebtedness.

If the members of the Restricted Group are unable to prepay their existing indebtedness for any reason and the aforesaid breaches of the financing arrangements are not otherwise waived by the relevant lenders, it may result in an event of default under the existing indebtedness of the members of the Restricted Group, which may cause a cross default under certain indebtedness of the Group, and the Company, and consequently, may also trigger an Event of Default under the NCDs. Further, until such time as the existing indebtedness of the Restricted Group is repaid, the security interest over the Collateral which currently secures such indebtedness won't be released and security in relation to the NCDs may rank subordinate to such prior security interest, or may not be created.

The Company is restricted under the terms of some of its existing indebtedness to provide the Parent Guarantee. While the Company has in the past, issued guarantees in relation to the debt of its subsidiaries, and the relevant lenders have not taken any action under their respective indebtedness, there can be no assurance that, in future, such lenders will not exercise their rights under the relevant financing documents. If the lenders accelerate such indebtedness or exercise other related rights, it may cause a cross default under certain other indebtedness of the Company and the Group, may also trigger an Event of Default under the NCDs.

In case of the acceleration of NCDs pursuant to an Event of Default under the NCDs, as described above, the Holders of the NCDs may not be able to remit certain funds outside India on account during the retention period on account of VRR restrictions. Please refer to "*Risk Factors—Risks Relating to the NCDs—The Holders of the NCDs may not be able to repatriate the proceeds from the redemption or prepayment of the NCDs in a timely manner on the occurrence of an event of default or on an early repayment within the committed retention period.*"

Some of the members of the Restricted Group have availed indebtedness along with certain other members of the Group which are not a part of the Restricted Group, as co-borrowers. If such members of the Restricted Group are not released from their obligations, on repayment of the debt availed by them under such facility, it may have an adverse impact on the Restricted Group.

Five members of the Restricted Group (being Tarun Kiran Bhoomi Private Limited, ReNew Wind Energy (MP 3) Private Limited, ReNew Wind Energy (RJ 4) Private Limited, ReNew Wind Energy (MH) Private Limited and Bhumi Prakash Private Limited) along with four other subsidiaries of ReNew Solar Power Private Limited, have as co-borrowers availed a facility from certain financial institutions (the "**Co-Borrower Facility**"). The Co-Borrower Facility provides for joint and several obligations of the co-borrowers, and the security has been created over the assets of each co-borrower to secure the outstanding obligations of all the co-borrowers. The debt availed by the abovementioned five members of the Restricted Group under the Co-Borrower Facility is proposed to be repaid through (inter alia) the proceeds of the NCDs being issued by such members, and the remaining debt of the other co-borrowers under the Co-Borrower Facility is proposed to be refinanced by another lender(s). While after such repayment, the five members of the Restricted Group will be released from their obligations under the Co-Borrower Facility, there can be no assurance that such repayment, refinancing and release will be completed within the expected time, or at all.

The Terms and Conditions of the NCDs require that no later than sixty (60) days after the Original Issue Date (i) the Co-Borrower Facility is (x) repaid in full or (y) amended in such a manner that none of the members of the Restricted Group remains liable thereunder or (ii) an amount equal to the principal amount outstanding as of the Original Issue Date under the Co-Borrower Facility is invested into one or more members of the Restricted Group (not being a member of the Restricted Group) as equity interests.

Until such time when the release occurs, such members of the Restricted Group shall continue to be liable in relation to the aggregate amounts outstanding, even after the prepayment of the indebtedness availed by them under the Co-Borrower Facility.

Growing our wind and solar energy project portfolio through acquisitions may subject us to additional risks that may adversely affect our business, financial condition, results of operations, cash flows and prospects.

A principal component of our strategy is to continue to expand by focusing on growing our wind and solar energy portfolio through the development of new projects and selective acquisitions of existing or under development projects. Successful integration of acquired projects will depend on our ability to effect any required changes in operations or personnel, and may require capital expenditure. We may encounter difficulties in integrating the acquired projects in a timely and cost-effective manner, difficulties in establishing effective management information and financial control systems, and unforeseen legal, regulatory, contractual or other issues. For example, in relation to our acquisition of SREI, we have entered into a sub-lease for the transfer of land for 52 MW of the project, and the transfer of land in relation to the same is currently under process. We will commence the process of transferring a second PPA for the remaining 8 MW PPA with Jaipur Vidyut Vitran Nigam Ltd from India Power Corporation Limited to Kanak Renewables Limited once the sub-lease for land on which this project is located has been transferred. We will pay the outstanding consideration for the acquisition once the land for the entire project and the 8 MW PPA is transferred.

While we evaluate acquisition opportunities based on our targeted return, operational scale and diversification criteria and whether we consider these opportunities to be available at reasonable prices, acquisitions involve risks that could materially and adversely affect our business, including the failure of the new acquisitions or projects to achieve the expected investment results, risks related to the integration of the assets or businesses and integration or retention of personnel relating to the acquired assets or companies, adverse impact of purchase price adjustments, and the inability to achieve potential synergies in a profitable manner, risks associated with the diversion of our management's attention from our existing business and risks associated with entering into any new markets.

In addition, liabilities may exist that we do not discover in our due diligence prior to the consummation of an acquisition, or circumstances may exist with respect to the entities or assets acquired that could lead to liabilities, litigation or reputational risk and unforeseen payments by us. In each case, we may not be entitled to sufficient, or any, recourse against the vendors or contractual counterparties to an acquisition agreement. The discovery of any material liabilities subsequent to an acquisition, as well as the failure of a new acquisition to perform according to expectations, could adversely affect our business, financial condition, results of operations, cash flows and prospects.

If environmental conditions at our wind and solar energy projects are unfavorable, our electricity production, and therefore our revenue from operations, may be substantially below expectations.

The revenues generated by our projects are proportional to the amount of electricity generated, which in turn is dependent upon prevailing environmental conditions. Operating results for wind and solar energy projects vary significantly depending on natural variations from season to season and from year to year and may also change permanently because of climate change or other factors. In some periods, the wind or solar conditions may fall within our long-term estimates but not within the averages expected for such a period. In addition, the amount of electricity our projects produce is dependent in part on the amount of sunlight or irradiation (in the case of solar power projects) and on actual wind conditions, including wind speed (in the case of wind power projects).

Wind Energy Projects: Wind energy is highly dependent on weather conditions and in particular on wind conditions. The profitability of a wind energy project depends not only on observed wind conditions at the site, which are inherently variable, but also on whether observed wind conditions are consistent with assumptions made during the project development phase. Actual wind conditions at these sites, however, may not conform to the measured data in these studies and may be affected by variations in weather patterns, including any potential impact of climate change. For example, wind resource availability in recent years has generally been lower than projected, which has lowered the PLFs and energy generation at several of our projects. In addition, climatic conditions may be adversely affected by nearby objects (such as buildings, other large-scale structures or wind turbines) developed later by third parties. Therefore, the electricity generated by our wind energy projects may not meet our anticipated production levels. If the wind resources at a particular site are below the levels we expect including in terms of quality, our rate of return for that project would be below our expectations.

Solar Energy Projects: We base our investment decisions with respect to each solar energy project on the findings of related solar studies conducted on-site prior to construction. However, actual climatic conditions at a project site may not conform to the findings of these studies. Unfavorable weather and atmospheric conditions could impair the effectiveness of our projects or reduce their output to levels below their rated capacity. Furthermore, components of our systems, such as solar panels and inverters, could be damaged by severe weather conditions, such as hailstorms, tornadoes or lightning strikes or levels of pollution, dust and humidity. The operational performance of a particular solar energy project also depends on the contour of the land on which the project is situated. In case of a highly variable contour, the output of the solar farm situated on such a surface may be sub-optimal. Our solar power projects are also affected by the monsoon season, which generally lasts from May through September.

A sustained decline in environmental and other conditions at our wind or solar energy projects could materially and adversely decrease the volume of electricity generated and it could also impact market demand for wind and solar projects. As a consequence, our business, financial condition, results of operations, cash flows and prospects may be materially and adversely affected.

Our business is dependent on the regulatory and policy environment affecting the renewable energy sector in India.

The regulatory and policy environment in which we operate is evolving and subject to change. Such changes, including the instances mentioned below, may materially and adversely affect our business, prospects, financial condition, results of operations and cash flows, to the extent that we are unable to suitably respond to and comply with any such changes in applicable law and policy. Our business and operations are governed by various laws and regulations, including the Electricity Act, 2003, National Electricity Policy, 2005 and National Tariff Policy, 2016, environmental and labor laws and other legislations enacted by the GoI and the relevant state governments in India. Our business and financial performance could be adversely affected by any unfavorable changes in or interpretations of existing laws, or the promulgation of new laws. There can be no assurance that the GoI or any state government in India will not implement new regulations and policies which will require us to obtain additional approvals and licenses from the government and other regulatory bodies or impose onerous requirements and conditions on their operations, which could result in increased compliance costs as well as divert significant management time and other resources.

In addition, any unfavorable interpretation by regulatory authorities may also have an adverse effect on the Restricted Group's business and financial performance. For instance, with regard to the billing of auxiliary power drawn for synchronization by the our projects in the state of Madhya Pradesh, the power drawn/utilized by the wind projects to synchronize with the grid has, till now, been billed under HV-7 tariff category at the rate of Rs.9.35/unit as per Regulation 10 of the Madhya Pradesh Electricity Regulatory Commission (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations, 2010 ("RE Regulations") read with the Retail Supply Tariff Order. Regulation 10 of RE Regulations, as amended by 7th Amendment dated November 15, 2017 provides that renewable energy generators will be entitled to draw power for their own use for synchronization of plant with the grid or during shutdown or such other emergencies. The regulation further states that while power availed for synchronization shall be billed as per the Retail Supply Tariff Order, under tariff schedule for synchronization, power drawn during shut down or such other emergencies would be billed at the rate applicable to temporary connection under HT industrial category.

Until recently, our projects were being billed under the HV-7 tariff category. However, from September 2019 onwards, Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited ("MPPKVVCL") started billing the projects for the power drawn for synchronization under two separate categories, i.e., under the HV-7 categories as well as the HV-3.1 category. Subsequently, pursuant to letters sent/bills raised, MPPKVVCL sought to levy retrospectively charges for power consumed for synchronization under HV-3.1 tariff category, in addition to the billing under HV-7 tariff category, being the rate applicable for temporary industrial consumers. We have replied to the demands/bills raised, protesting against the billing under HV-3.1 tariff category. One of the Company's subsidiaries, namely Ostro Urja Wind Private Limited also received a notice in this regard requiring payment to be made or be subject to disconnection of the project. Accordingly, the Company and eight of its subsidiaries have filed nine separate petitions before the Madhya Pradesh Electricity Regulatory Commission against the MPPKVVCL and Madhya Pradesh Power Management Company Limited ("MPPMCL") challenging the demand for additional payments, and requesting, inter alia for directions against MPPKVVCL and MPPMCL to: (i) bill the power drawn by the nine projects of the Company and its eight subsidiaries only under the HV-7 category; (ii) set aside the letters demanding amounts billed under the HV-3.1 category; (iii) and adjust the excess amounts paid in future bills. In its order dated June 23, 2020, MPERC directed MPPKVVCL and MPPMCL to clear all dues up to the date of the order under HV-7 category out of the disputed amount under the impugned bills/invoices in the petitions, and directed MPPKVVCL and MPPMCL not to disconnect the connections until the next date of hearing in the petitions, subject to the clearing of dues by the petitioners, i.e., the Group's entities. The petitions are currently pending and are reserved for orders. For further details, see "*Business—Legal Proceedings*". We have cleared all our dues under the demands/bills raised in accordance with the stay order until the date of the stay order and we may be required to make additional payments for the period after the date of the stay order in case of an adverse decision in the petitions by us filed before Madhya Pradesh Electricity Regulatory Commission.

Further, some DISCOMS have also raised issues with respect to DC oversizing in solar projects. When a power purchase agreement is signed between a seller (generator) and the procurer, the seller undertakes to install a contracted AC capacity and supply a range of units per annum, specified through committing a CUF (Capacity Utilization Factor). As per the provisions of the PPA, a developer is obligated to supply power aligned with the CUF captured in the PPA. Upon failing to meet such committed CUF, the developer is liable to incur penalties. Through the PPA, the seller also commits to not exceed the contracted AC capacity as an instantaneous injection into the grid, while being in the CUF range as per PPA. To meet such committed CUF, it is a common industry practice to have additional DC modules (enhancing the installed DC capacity) in a solar project. Such additional modules are integral part of project design and commercial terms offered by the sellers. It is worthwhile to note that such overloading on the DC side is done to take advantage of the otherwise underutilised AC infrastructure, and this optimisation helps in driving down the final tariff for the procurer. Such enhanced DC capacity not only helps in driving down tariff but also helps in reducing the loss due to degradation of modules for the seller. Many

PPAs also allow the seller to periodically add DC capacity over the course of the PPA to ensure that the seller is able to supply power in the CUF range committed. Further most PPAs in India do not prohibit such overloading on the DC side. Therefore, in order to meet the contractual obligations, optimum utilisation of plant as well as maintaining lower tariff rates, developers commit to maintain a certain value/range of CUF basis their commercial and technical design parameters. However, as the sector has evolved, few DISCOMS including those in the states of Madhya Pradesh and Telangana have raised concerns about installation of such additional capacity. For example, one of the DISCOMs in Madhya Pradesh has stated that it serves as a medium of additional revenue generation for the developers and such additional DC capacity should not be allowed.

Further, we depend in part on government policies that support renewable energy and enhance the economic feasibility of developing renewable energy projects. The GoI and several of the states in which we operate or plan to operate or into which we sell power provide incentives that support the generation and sale of renewable energy, and additional legislation is regularly being considered that could enhance the demand for renewable energy and obligations to use renewable energy sources. In addition, regulatory policies in each state in India currently provide a favorable framework for securing attractive returns on capital invested. If any of these incentives or policies are adversely amended, eliminated or not extended beyond their current expiration dates, or if funding for these incentives is reduced, or if governmental support of renewable energy development, particularly wind and solar energy, is discontinued or reduced, it could adversely affect our ability to obtain financing, the viability of new renewable energy projects constructed based on current tariff and cost assumptions or the profitability of our existing projects. The GoI has accorded renewable energy "must-run" status, which means that any renewable power that is generated must always be accepted by the grid. However, certain state utilities may order the curtailment of renewable energy generation despite this status and there have been instances of such orders citing grid safety and stability issues being introduced in the past. This may occur as a result of the state electricity boards purchasing cheaper power from other sources or transmission congestion owing to a mismatch between generation and transmission capacities. Further, some entities of the Group have received notices in relation to curtailment of renewable power generated, with the offtaker claiming invocation of force majeure clause under the power purchase agreements on account of lack of demand for power due to the lockdown restrictions affected in various parts of the country in light of the COVID-19 pandemic. For example, the Company received notices from the Solar Power Corporation of India ("SECI") and NTPC Vidyut Vyapar Nigam Limited ("NVVN") seeking invocation of force majeure clauses under the respective power purchase agreements entered into with the Group's entities due to COVID 19. SECI and NVVN have invoked such clauses under the PPAs in light of the curtailment of power and invocation of force majeure provisions under the power sharing agreements entered into by them with the Punjab State Power Corporation Limited ("PSPCL"). Despite claims raised with the state distribution utilities opposing curtailment on the ground that renewable energy projects enjoy "must run" status, the curtailment continued. Subsequently, PSPCL lifted the curtailment on power generated by renewable energy producers and permitted immediate injection of power. There can be no assurance that the GoI will continue to maintain the "must-run" status for renewable energy or that the state electricity boards will not make any orders to curtail the generation of renewable energy.

We benefit from a number of government and other incentives in relation to renewable power generation and transmission. Some of the key incentives we benefit from include:

- preferential tariffs for wind and solar power assets under long-term PPAs;
- preferential charges on transmission, wheeling and banking facilities;
- GBI schemes for certain wind power assets;
- for projects commissioned before March 31, 2017, a 10-year tax holiday for certain power assets under the Income Tax Act; and
- availability of accelerated depreciation for wind and solar power assets.

There is no assurance that the GoI and state governments will continue to provide incentives and allow favorable policies to be applicable to us. The GoI and state governments may reduce or eliminate these economic incentives for political, financial or other reasons. For example, KERC, through its order dated May 14, 2018, revised/increased surcharge per unit on open access consumers, as well as other charges such as wheeling, banking and cross-subsidy charges (cumulatively referred to as "*open access charges*") on existing as well as future projects in the State of Karnataka. As a result thereof, the charges levied for captive power projects undertaken by ReNew Wind Energy (Budh 3) Private Limited, ReNew Saur Urja Private Limited and ReNew

Wind Energy (AP) Private Limited (which is a member of the Restricted Group) were likely to be impacted. The order dated May 14, 2018 was challenged before the High Court of Karnataka vide several writ petitions including a petition filed by the Company and its subsidiaries (including ReNew Wind Energy (AP) Private Limited). The single judge bench of the High Court of Karnataka, vide judgment and order dated March 13, 2019, set aside the order of the KERC to the extent of retrospective revision of open access charges on existing projects. BESCOM, KERC and other distribution licensees of the State of Karnataka have filed appeals before the division bench of the High Court of Karnataka challenging the order of the single judge bench. The appeal is currently pending. For details, see "*Business—Legal Proceedings*". If these proposals are implemented, it could result in increased costs for us.

In addition, the Andhra Pradesh state DISCOMs were successful in a petition filed before the Andhra Pradesh Electricity Regulatory Commission in which they petitioned that the GBI benefit be passed on to DISCOMs. We have challenged the order of the APERC before the High Court of Andhra Pradesh, which stayed APERC's order by its order dated August 24, 2018. Despite the order in our favor, the DISCOMs continue to deduct GBI from our invoices. We have filed an interim application on November 4, 2019 before the High Court of Andhra Pradesh seeking reimbursement of an amount equal to approximately Rs.1,018 million. For details, see "*Business—Legal Proceedings*".

In addition, policy incentives may be available for a limited period, and there can be no assurance that the validity of such schemes will be extended. For example, in relation to wind energy projects the GBI scheme is applicable only to projects commissioned on or before March 31, 2017 and the prices fixed by the CERC for the REC market trading mechanism were valid only until fiscal year 2017.

Further, as per the Income Tax Act, power project units commissioned at any time beginning April 1, 1993 but before March 31, 2017 are entitled to special tax benefits, including the ability to deduct 100% of the profits and gains derived from power generation from such units for a period of 10 consecutive years out of the period of 15 years beginning from the year in which the unit commences power generation. Some of our power projects comprise units that were commissioned before March 31, 2017 and we are therefore entitled to the continued benefit of the tax holiday under the Income Tax Act in relation to such units. However, this tax holiday is not available in relation to any of our power generation units commissioned after March 31, 2017. We therefore face increased tax expenses in relation to these units, as a result of which our costs are expected to increase. Furthermore, upon the introduction of GST, incentives with respect to import duties on certain solar equipment have been discontinued.

The Ministry of Power has issued certain draft amendments to the Electricity Rules in relation to captive generating plants under the proposed Electricity (Second Amendment) Rules 2018. The amended rules, if adopted in their present form, would result in a change in the definition of 'ownership' of captive generating plants under the Electricity Rules and we may have to amend the capital structure of certain of our subsidiaries and associates in order to ensure compliance with the ownership requirements under the amended rules, if adopted in their present form.

Further, the Ministry of Power has also proposed a draft Electricity (Amendment) Bill, 2020. The major amendments proposed to the Electricity Act, 2003 include, (i) determination of tariffs that are reflective of costs, to enable DISCOMS to recover their costs. It is also proposed that tariff be determined by Commissions without taking into account the subsidy, which will be given directly by the government to the consumers; (ii) establishment of Electricity Contract Enforcement Authority having sole authority and having original jurisdiction to adjudicate upon matters regarding specific performance of contracts related to purchase or sale of power between a generating company and a licensee or between licensees; and contracts related to transmission of electricity between a generating company and a licensee or between licensees; (iii) empowering Load Dispatch Centres to oversee the establishment of adequate payment security mechanism before scheduling dispatch of electricity, as per contracts; (iv) preparation and notification of a National Renewable Energy Policy by the Central Government after consultation with the State Governments, as may be considered necessary, for the promotion of generation of electricity from renewable sources of energy and also prescribe a minimum percentage of purchase of electricity from renewable and hydro sources of energy.

We have not determined the impact of these recent and proposed changes on our business. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy in the jurisdictions in which we operate, including by reason of an absence, or a limited body, of administrative or judicial precedent maybe time consuming as well as costly for us to resolve and may impact the viability of our business currently or in the future.

Any change in policy that results in the curtailment of renewable energy generation may adversely affect our business. If governmental authorities do not continue supporting, or reduce or eliminate their support for, the development of renewable energy projects, it may become more difficult to obtain financing, our economic return on certain projects may be reduced and our financing costs may increase. A delay or failure by governmental authorities to administer incentive programs in a timely and efficient manner could also adversely affect our ability to obtain financing for our projects. These may, in turn, materially and adversely affect our business, financial condition, results of operations, cash flows and prospects.

Lack of transparency, threat of fraud, public sector corruption and other forms of criminal activity involving government officials may increase our risk for potential liability under anti-corruption legislation, including the U.S. Foreign Corrupt Practices Act and other international anti-bribery laws.

We are subject to the U.S. Foreign Corrupt Practices Act (the "FCPA") and other international anti-bribery laws that prohibit improper payments or offers of improper payments to foreign governments and their officials and political parties for the purpose of obtaining or retaining business or securing an improper advantage, and require the maintenance of internal controls to prevent such payments. Although we maintain an anti-bribery compliance program and train our employees in respect of such matters, our employees could take actions that expose us to potential liability under the FCPA or other applicable anti-bribery laws. In particular, in certain circumstances, we may be held liable for actions taken by our local partners and agents, even though such parties are not always subject to our control. We have received communication from the Anti Corruption Bureau, Government of Telangana through its letter dated June 14, 2019 alleging payment of bribe to a land revenue officer in relation to the mutation of land records purchased in Village Ananthasagar, Kondapur Mandal for setting up a power project. We have responded to the notice stating, *inter alia* that the Company, its subsidiaries or any of its employees/agents have not been involved in such activities. There have been no further correspondences in the matter. For more information see "*Business—Legal Proceedings*". Any determination that we have violated the FCPA or other international anti-corruption laws (whether directly or through acts of others, intentionally or through inadvertence) could result in penalties, both financial and non-financial, that could materially and adversely affect our business.

Technical problems may reduce energy production below our expectations.

Our generation assets, including transmission lines and facilities that we construct or own to connect to the electricity grid, may not continue to perform as they have in the past or as expected and there is a risk of equipment failure due to wear and tear, latent defects, design error or operator error, early obsolescence or force majeure events, among other things, which may lead to unexpected maintenance needs, unplanned outages or other operational issues and have a material adverse effect on our projects, business, financial condition and results of operations.

In addition, spare parts for wind turbines and key pieces of electrical equipment may be hard to acquire, or may have significant sourcing lead time. Wind turbines utilize the proprietary technology of the OEM vendor and so we can engage only with the particular vendor to procure the necessary parts and equipment. Sources for some significant spare parts and other equipment are located outside of India. If solar modules are damaged, obtaining replacement solar modules may also require significant sourcing lead time and sources for such replacements may be located outside of India. If we were to experience a shortage of, or inability to acquire, critical spare parts or replacement solar modules, we could incur significant delays in returning facilities to full operation.

Further, any mechanical failure or shutdown of equipment sourced from third parties could result in undamaged equipment that is dependent on or interacts with damaged sections of our facilities, including any transmission facilities, also having to be shut down. For example, the solar power projects of our Restricted Group entities in Alland and Honali have faced certain technical issues. The solar power project in Alland faced technical problems due to non-functioning of trackers and since limited support was provided by tracker OEM, we developed tracker control cards independently and successfully developed and tested such tracker control cards. We are in the process of completely resolving the said issue by September 2020. Additionally, in January 2020, the Honalli project experienced an 11KV Transformer outgoing feeder breaker issue, due to which load evacuation was limited. The breaker was subsequently replaced and we were able to resolve the issue at site in April 2020. Such events and technical issues faced by our projects could materially and adversely impact our generating capacity if they are not resolved in an expeditious and efficient manner or at all. If any shutdowns continue for extended periods, this may give rise to contractual penalties or liabilities, loss of customers and damage to our reputation. Although we are entitled to be compensated by manufacturers for certain equipment failures and defects in certain cases, these arrangements may not fully compensate us for the damage and loss suffered as a result thereof.

Our ability to deliver electricity to our various counterparties requires the availability of and access to interconnection facilities and transmission systems, and we are exposed to the extent and reliability of the Indian power grid and its dispatch regime.

Our ability to sell electricity is impacted by the availability of, and access to, relevant and adequate evacuation and transmission infrastructure required to deliver power to our contractual delivery point and the arrangements and facilities for interconnecting our generation projects to the transmission systems, which are owned and operated by third parties or state electricity boards. The operational failure of existing interconnection facilities or transmission facilities or the lack of adequate capacity on such interconnection or transmission facilities or evacuation infrastructure may adversely affect our ability to deliver electricity to our counterparties which may subject us to penalties under our PPAs.

India's physical infrastructure, including its electricity grid, is less developed than that of many countries. As a result of grid constraints, such as grid congestion and restrictions on transmission capacity of the grid, the transmission and dispatch of the full output of our projects may be curtailed. We may have to stop producing electricity during the period when electricity cannot be transmitted, for instance, when the transmission grid fails to work. This may affect our ability to supply the contracted amount of power to the offtaker which may result in imposition of certain penalties on us under the terms of the relevant PPAs. Furthermore, if construction of power projects in India, particularly in the states and regions that we operate in, outpaces transmission capacity of power grids, we may not be in a position to transmit, or have dispatched, all of our potential electricity to the power grid and therefore may be dependent on the construction and upgrading of grid infrastructure by government or public entities for increased capacity.

If transmission infrastructure does not already exist, is inadequate or otherwise unavailable, we are responsible (with aid from PGCIL in case of interstate bids) for establishing access through developing and constructing the required systems to establish the grid interconnection ourselves. In such cases, we will be exposed to additional costs and risks associated with developing transmission lines and other related infrastructure, including the ability to obtain rights of way from land owners for the construction of transmission grids, which may delay or increase the cost of our projects.

Although the GoI has accorded renewable energy "must-run" status (which means that any renewable power that is generated must always be accepted by the grid), under the Indian Electricity Grid Code promulgated by CERC, power producers and government entities are required to undertake planned generation and drawing of power in order to maintain the safety of the power grid. In some cases, this may result in a curtailment of our ability to transmit electricity into the power grid, which may adversely affect our financial condition and results of operations.

Restrictions on solar equipment imports may increase our business costs.

A substantial part of our equipment, mainly solar module panels, is imported from China and certain other countries. Any restrictions, either from the central or state/provincial governments of India or China, or from any other authorized bilateral or multilateral organizations, on such imports may adversely affect our business, results of operations, cash flows and prospects. Further, as in certain countries, additional duties may be imposed in India on the equipment we import. For example, in January 2018, the United States imposed higher duties, starting at 30% and declining to 15% over the next four years, on imported solar module panels and cells. The GoI subsequently issued a notification providing for levy of safeguard duties on import of solar module panels from countries including China. Pursuant to this notification, we are liable to bear additional safeguard duties for any projects which are under-construction and where we may import solar modules from such countries.

For instance, ReNew Solar Power Private Limited ("RSPPL"), a subsidiary of the Company, has filed a petition before the Central Electricity Regulatory Commission, New Delhi ("CERC") against SECI and others seeking adjustment/compensation to offset the financial impact suffered by RSPPL on account of 'change of law' provision under the power purchase agreement entered into between RSPPL and SECI ("Petition"). In the Petition, RSPPL has prayed for compensation from SECI and other respondents, arguing that the imposition of safeguard duty on the import of solar cells and modules by the Union of India by its notification dated July 30, 2018 constitutes a 'change of law' under the contract with SECI and other respondents, and has resulted in an increase in expenditure for RSPPL, thereby adversely impacting its business. In its order dated October 4, 2019, the CERC partially allowed the Petition stating that the imposition of safeguard duty is covered under the 'change in law' provision of the contract and directed the respondents to make payments of the claim within sixty days of the date of the latter of the CERC's order or from the date of submission of claims by RSPPL ("Judgement"). Subsequently, a review petition has been filed by RSPPL before the CERC against the Judgement in so far as it restricts the claim of safeguard duty only to invoices issued up to the scheduled date of commissioning ("CERC Review Petition"), and seeking modification of the Judgement to allow for compensation on account of imposition of safeguard duty for import of solar cells and modules even beyond the scheduled date of commissioning of the project. Subsequently, SECI has filed a common petition against various solar power producers (including RSPPL) and buying utilities/ distribution companies before the CERC seeking orders from CERC with regard to, inter alia: (i) payment of compensation on account of goods and services tax laws and safeguard duty on annuity basis; (ii) directions to buying utilities/ distribution companies to make payment to SECI towards the reconciled goods and services tax and safeguard duty claims; and (iii) cut-off date for the payment of compensation on account of goods and services tax laws and safeguard duty ("SECI Annuity Petition"). The CERC Review Petition and the SECI Annuity Petition are currently pending, and RSPPL has filed its reply in the SECI Annuity Petition. For more information see "*Business—Legal Proceedings*".

In another instance, the Department of Revenue under the Ministry of Finance, Government of India has recently notified the imposition of the safeguard duty (14.90% till January 29, 2021 and 14.50% from January 30, 2021 to July 29, 2021) on the import of solar cells and modules from China, Thailand, and Vietnam to India for another year starting July 30, 2020. We cannot assure you that there will not be any new action by the relevant authorities imposing anti-dumping or other import duties or similar tariffs. Any such imposition will result in an increase in our input costs for our solar business, and, if the consequent increased costs cannot be passed on to offtakers, our margins will correspondingly decrease. An anti-dumping investigation was initiated by the Directorate General of Anti-Dumping and Allied Duties, Ministry of Commerce and Industry against the import of solar cells from China and certain other countries, which was challenged by our subsidiary, RSPPL, in the High Court of Delhi. However, the investigation has now been terminated and no anti-dumping duties were levied. Subsequently, RSPPL has withdrawn its petition filed before the High Court of Delhi. We cannot assure you that such restrictions or tariffs will not be imposed in the future, that any new regulations governing imposition of new tariffs or similar import duties will be introduced in the future, that the scope of such restrictions or tariffs will not be extended to cover equipment that we import, or that if such restrictions or tariffs are imposed, we will be able to find alternative sources to procure equipment at competitive prices.

The loss of any of our senior management or key employees may adversely affect our ability to conduct our business and implement our strategy.

We depend on our management team and the loss of any key executives could negatively impact our business. We also depend on our ability to retain and motivate key employees and attract qualified new employees. Because the renewable energy industry is relatively new in India, there is a scarcity of skilled personnel with experience in the industry. If we lose a member of our management team or a key employee, we may not be able to replace him or her. Integrating new executives into our management team and training new employees with no prior experience in the renewable energy industry could prove disruptive to our operations, require a disproportionate amount of resources and management attention and may ultimately prove unsuccessful. An inability to attract and retain sufficient technical and managerial personnel could limit our ability to effectively manage our operational projects and complete our under development projects on schedule and within budget, which may adversely affect our business and strategy implementation.

Delays in obtaining, or a failure to maintain, governmental approvals and permits required to construct and operate our projects may adversely affect the development, construction and operation of our projects.

The design, construction and operation of our projects are highly regulated, require various governmental approvals and permits, and may be subject to conditions that may be stipulated by relevant government authorities which vary from state to state. There can be no assurance that all permits required for a given project will be granted in a timely manner or at all. If we fail to obtain or renew such licenses, approvals, registrations and permits in a timely manner, we may not be able to commence or continue operating our projects in accordance with our contracted schedules or at all, which could adversely affect our business and results of operations.

Further, under the Electricity Act, 2003, we are required to obtain prior approval of the state Government or the GoI to set up overhead transmission lines. However, in certain states, governmental authorities have taken a view that this approval is not required for dedicated transmission lines as all the relevant details, including routes are, in any case, approved by the transmission utilities owned by the state Government or the GoI. While this is the current industry practice across such states, the state Government or the GoI could in the future mandate us to obtain this approval from it or impose any penalties in this regard.

There may also be delays on the part of governmental authorities in reviewing applications and granting approvals. Any delay or failure in the issuance of a permit essential to a project or the imposition of onerous conditions may impair our ability to develop the project. An example of such delay is the approval required for "change in land use from agricultural to non-agricultural" ("CLU") in certain states including Karnataka. Also, an IPP is not permitted to buy agricultural land in Karnataka without prior approval of the state government under the Karnataka Land Reforms Act 1961. It can take between six months to two years to obtain either of these approvals. In Karnataka, we have a few projects where we do not yet have approvals for CLU, or permission under the Land Reforms Act 1961 to buy agricultural land. For instance, the approval for CLU is pending for our wind power projects in Nirlooti (owned by Pugalur Renewable Private Limited) and Bapuram (owned by Bidwal Renewable Private Limited) in Karnataka. Further, in relation to the solar power projects of the Restricted Group in the state of Karnataka (Honnali, Alland, Turuvekere, Yadgir and Devdurga), approvals under the Karnataka Land Reforms Act 1961 are pending for some land parcels, and approvals for CLU as well as mutuation of land parcels in the name of the relevant project entity would be obtained once such approvals from the state government under the Karnataka Land Reforms Act 1961 have been obtained. However, in order to meet the timelines under the relevant PPAs, the relevant project companies would start project execution without approval for CLU, and at times, would construct the project on lands on the basis of "agreements to sell" with land-owners, pending the outcome of application. While several IPPs in Karnataka follow a similar practice and we have not faced any action by any governmental or judicial authority on this account, action could be taken in the future, which could adversely affect our business and results of operations. Furthermore, while under the Karnataka Solar Policy 2014-2021, certain initiatives such as facilitation of deemed conversion for land of solar projects by amending Section 95 of the Karnataka Land Reforms Act, 1961, and developers being allowed to start project execution without waiting for formal approval on filing of the application for conversion of agriculture land for setting up of solar power projects on payment of specified fees, are being considered by the Government of Karnataka, there is no assurance that such initiatives and policy directives will be implemented in the future or at all.

We are subject to credit and performance risk from third parties including EPC and O&M contractors.

We enter into contracts with third party providers for the supply of equipment, materials and other goods and services for the development, construction and operation of our projects (principally wind) as well as for other business operations. While we maintain a diversified set of vendors, we remain subject to the risk that vendors will not perform their obligations. If our vendors do not perform their obligations, or if they deliver any components that have a manufacturing defect or do not comply with the specified quality standards and technical specifications, we may have to enter into new contracts with other vendors at a higher cost or may suffer schedule disruptions. If our third party providers are not able to perform their obligations to provide EPC and O&M services, including due to bankruptcy, winding up or any injunction, we may incur additional costs in finding a replacement service provider or experience significant delays. If any third-party provider enters bankruptcy or winds up its operations, we may experience difficulties in finding alternative contractors.

Our O&M contractors may fail to plan their operational strategy for the complete lifecycle of a given project, which could potentially create problems such as an inability to service turbines or solar modules over the project lifecycle, or failure to maintain the required site infrastructure or adequate resources at project sites. These could degrade such facilities. If our O&M contractors fail to perform as required under our O&M agreements, our affected projects may experience decreased performance, reduced useful life or shut-downs, any of which may adversely affect our operational performance, financial condition and results of operations.

Furthermore, contractors and suppliers in our business are generally subject to liquidated damages for failure to achieve timely completion or performance shortfalls. Liability of contractors and suppliers under our EPC and O&M agreements, including liquidated damages, is generally limited to a specified amount or a percentage of the contract price or the annual fees payable. As a consequence, we may not be able to recover the full amount of losses that we may suffer due to any failure on the part of a contractor or supplier. Any disruption in our business relationships with our third party contractors may also result in delays or disruption of their services to us, which may adversely affect our results of operations.

Our revenues are exposed to changes in electricity tariffs and tariff regulation and structuring.

Our most significant source of revenue is derived from the sale of electricity based on the tariffs specified in our PPAs, which are determined (i) in the case of sale to state DISCOMs or any other government owned power purchaser, at a tariff determined by competitive bidding or on a pre-determined FiT based on the applicable tariff regulations made by the CERC and the relevant SERCs; and (ii) in the case of sale to any captive customers and/or third party private purchaser, at a tariff which is commercially agreed between the parties and in most cases includes all taxes and access and wheeling charges which are determined by the CERC or the relevant SERC. Any changes in tariffs and tariff regulation may adversely affect our financial condition. For example, APSPDCL filed a petition before APERC for review of parameters specified in the wind tariff regulations of the state of Andhra Pradesh. The DISCOMs have sought a review to revise the tariffs under PPAs executed with various wind developers in the state of Andhra Pradesh by filing a petition before the APERC (O.P. No. 17 of 2019). The maintainability of this petition has been challenged before the High Court of Andhra Pradesh, which *vide* its order dated September 24, 2019, upheld the jurisdiction of the APERC to determine the issues in relation to revision of tariffs, and gave APERC a period of six months from the date of receipt of the order to dispose of O.P. No. 17 of 2019. We have appealed against this order of the High Court of Andhra Pradesh before the division bench. Meanwhile, the APERC has deferred further hearing of the petition (O.P. No. 17 of 2019) until final adjudication of the appeal pending before High Court of Andhra Pradesh. For more information, see "*Business—Legal Proceedings*".

In relation to tariffs which are to be approved by the SERC or the CERC, the additional costs of operating our projects might not be recovered if the approved tariffs are lower than our projected tariffs. In addition, where the tariff is determined based during competitive bidding process, our estimates when calculating such costs and charges might not be accurate or effective and we might not enable us to recoup the underlying costs under such contracts. Further, in certain cases (including for ReNew Wind Energy (MP Three) Private Limited ("ReNew Wind (MP Three)") and ReNew Wind Energy (Rajasthan Four) Private Limited ("ReNew Wind (Rajasthan Four)"), our PPAs provide for a reduction of tariff if we fail to commission the project by the scheduled date of commissioning set out in the PPA.

For example, BESCOM issued letters to ReNew Wind (Rajasthan Four) and ReNew Wind (MP Three) in relation to the following (the "Letters"): (i) for reducing tariff from Rs. 5.05 per unit to Rs. 4.36 per unit for the Honalli project and from Rs. 4.84 per unit to Rs.4.36 per unit for the Turvekere project; and (ii) levying liquidated damages on account of delay in commissioning of the Honalli and Turvekere projects. ReNew Wind (MP Three) approached the High Court of Karnataka challenging the above Letters, which disposed of the writ petition with a direction to approach the KERC for appropriate relief. Subsequently, ReNew Wind (Rajasthan Four) and ReNew Wind (MP Three) filed petitions before the KERC for quashing the Letters and praying for an extension of the scheduled date of commercial operation, arguing, among other things, that the delay in commissioning was on account of force majeure events, delay in receiving the evacuation approval from Karnataka Power Transmission Corporate Limited, demonetization by the Government, and implementation of the goods and services tax. For more information, see "*Business—Legal Proceedings*".

In certain cases, the term of our PPAs is less than the expected life of our projects, which may expose us to the risk of being unable to sell the power we generate after the term of the PPA or sell power at less favorable tariffs and terms than under the original PPAs for such projects.

Any of the above factors may adversely affect our financial condition and results of operations.

The auditor's reports by the statutory auditors on the Group's audited consolidated financial statements as at and for the year ended March 31, 2020, the auditor's reports by the statutory auditors on the Restricted Group's audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 and the limited review report by the statutory auditors on the Restricted Group's unaudited special purpose interim combined financial statements as at and for the three months period ended June 30, 2019 and 2020 contain the following emphasis of matter paragraphs.

The auditor's reports by the statutory auditors on the Group's audited consolidated financial statements as at and for the year ended March 31, 2020 contains emphasis of matter paragraphs related to the recoverability of dues under litigation from Southern Power Distribution Company of Andhra Pradesh Limited and related to renegotiation and reduction of tariffs of long-term Power Purchase Agreements entered into with Southern Power Distribution Company of Andhra Pradesh Limited. Further, the auditor's reports by the statutory auditors on the Restricted Group's audited special purpose combined financial statements as at and for the years ended

March 31, 2018, 2019 and 2020 and the limited review report by the statutory auditors on the Restricted Group's unaudited special purpose interim combined financial statements as at and for the three months period ended June 30, 2019 and 2020, contains emphasis of matter paragraphs related to the recoverability of dues under litigation from Southern Power Distribution Company of Andhra Pradesh. Limited and related to renegotiation and reduction of tariffs of long-term Power Purchase Agreements entered into with Southern Power Distribution Company of Andhra Pradesh Limited.

We face competition from conventional and other renewable energy producers.

Our primary competitors include domestic and foreign conventional and renewable energy project developers, IPPs and utilities. We compete with renewable energy project developers in India on the basis of a number of differentiating factors in the industry, including the success of other alternative energy generation technologies (such as fuel cells, nuclear, hydro-power and biomass), site selection, access to vendors, access to project land, efficiency and reliability in project development and operation and auction bid terms. For example, we generally acquire the rights to develop and generate power from new projects through a competitive bidding process, in which we compete against our competitors for project awards based on, among other things, pricing, technical and engineering expertise, financial conditions, including specified minimum net worth criteria, financing capabilities and track record. Submitting a competitive bid at a wind or solar power project auction requires extensive research, planning, due diligence and a willingness to operate with lower operating margins for sustained periods of time. If we miscalculate or misjudge our tariff rates and incorrectly factor the costs of construction, development, land acquisition and price of components (including due to increase in duties and other levies), the economics of our bid may be affected and the project may become economically unviable.

Further, we compete with both conventional and renewable energy companies for the financing needed to develop and construct projects. We also compete with other conventional and renewable energy companies in India for a limited pool of personnel with requisite industry knowledge and experience, equipment supplies, permits and land to develop new projects. Our operational projects may compete on price if we sell electricity into power markets at wholesale market prices. We may also compete with other conventional energy (whose tariffs may be more competitive) and renewable energy generators when we bid on, negotiate or renegotiate a long-term PPA. Additionally, some state utilities may have a preference for entering into PPAs with conventional energy suppliers.

Some of our competitors may have greater financial, marketing, personnel and other resources than we do and may be in a position to acquire renewable energy projects by paying a significant premium or otherwise seek to grow their business more aggressively. A reduction in demand for energy from renewable energy sources or our failure to successfully acquire new renewable energy projects may adversely affect our business and financial condition. Furthermore, technological progress in conventional forms of electricity generation or the discovery of large new deposits of conventional fuels could reduce the cost of electricity generated from those sources or make them more environmentally friendly, and as a consequence reduce the demand for electricity from renewable energy sources or render our projects uncompetitive which may affect our business, financial condition and prospects. Demand for renewable energy may also be adversely impacted by public perceptions of the direct and indirect benefits of adopting renewable energy technology as compared against using conventional forms of electricity generation.

Further, certain of our competitors may also grow through corporate reorganizations or alliances with other competitors. Any growth in the scale of our competitors may result in the establishment of advanced in-house engineering, EPC, and O&M capabilities, which may offset any current advantage we may have over them. Moreover, any merger of our suppliers or contractors with any of our competitors may limit our choices of suppliers or contractors and reduce our overall project execution capabilities. In addition, our competitors may have greater financial resources and more localized business presence. Increased competition may result in price reductions, reduced margins and a loss of our market share, any of which may adversely affect our business, financial condition and prospects.

Current or future litigation or administrative proceedings could have a material adverse effect on the Group's business, financial condition and results of operations.

There are outstanding legal proceedings involving the Group which are pending at different levels of adjudication before various courts, tribunals and other authorities. Such proceedings could divert our management's time and attention and consume financial resources in their defense or prosecution. From time to time, the Group has also been involved in disagreements or disputes with the Group's counter-parties in relation to the terms of the Group's performance under its existing PPAs. Some entities within the Group are also involved in a dispute with counter-parties in relation to the payment of development charges sought to be levied by Rajasthan Renewable Energy Corporation Limited. For details, see "*—Our business is dependent on the regulatory and policy environment affecting the renewable energy sector in India*" above. Any unfavorable decision in connection with such proceedings, individually or in the aggregate, could materially adversely affect our reputation, business, financial condition and results of operations.

See "*Business—Legal Proceedings*" for a summary of outstanding material legal proceedings involving the Company, the Restricted Group and other entities within the Group. Unfavorable outcomes or developments relating to these proceedings, could have a material adverse effect on the Company's or the Restricted Group's business, financial condition and results of operations.

If we are unable to maintain an effective system of internal controls and compliances our business and reputation could be adversely affected.

While we manage regulatory compliance by monitoring and evaluating our internal controls to ensure that we are in compliance with all relevant statutory and regulatory requirements, there can be no assurance that deficiencies in our internal controls and compliances will not arise in future, or that we will be able to implement, and continue to maintain, adequate measures to rectify or mitigate any such deficiencies in our internal controls, in a timely manner or at all. As we continue to grow, there can be no assurance that there will be no other instances of such inadvertent non-compliances with statutory requirements, which may subject us to regulatory action, including monetary penalties, which may adversely affect our business and reputation.

The government may exercise rights of compulsory acquisition in respect of any land owned by us and compensation for such acquisition may be inadequate.

We are subject to the risk that governmental agencies in India may exercise rights of compulsory purchase of lands. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (the "Land Acquisition Act") allows the central and state governments to exercise rights of compulsory purchase of land if such acquisition is for a "public purpose," which, if used in respect of our land, could require us to relinquish land. However, the compensation paid pursuant to such an acquisition may not be adequate to compensate us for the loss of the property. The likelihood of such actions may increase as the central and state governments seek to acquire land for the development of infrastructure projects such as roads, airports and railways. Additionally, the provisions of the Land Acquisition Act cover various aspects related to the acquisition of land which may affect us, including provisions stipulating: (i) restrictions on acquisition of certain types of agricultural land; and (ii) compensation, rehabilitation and resettlement of affected people residing on such acquired land. Further, we may face difficulties in complying with the Land Acquisition Act as it is a relatively recent statute with limited case-law interpreting its provisions. Any action under the Land Acquisition Act in respect of any of our major current or proposed developments could adversely affect our business, financial condition, results of operations, cash flows or prospects.

Our in-house EPC and O&M operations expose us to certain risks.

We undertake O&M and EPC-related services for our solar energy projects (and may undertake such services for our wind energy projects) in-house, which exposes us to certain risks that would ordinarily be borne by third parties if we outsourced these services. For example, entering into third party EPC contracts on the basis of fixed price contracts would insulate us from adverse price fluctuations for the equipment and materials we use for constructing solar power projects. We generally engage our in-house O&M team to perform O&M services for our utility scale solar energy projects and for most of our solar energy projects our in-house EPC team undertakes all construction activities through to commissioning. As a result, we are exposed to management, operation and construction cost risks that could be caused by various factors, including:

- increases in the price and availability of labor, equipment and materials;
- inaccuracies of drawings and technical information;
- delays in the delivery of equipment and materials to project sites;
- unanticipated increases in equipment costs;
- delays caused by local and seasonal weather conditions; and

- any other unforeseen design and engineering issues, or physical, site and geological conditions that may result in delays.

Additionally, we are primarily responsible for all equipment and construction defects, potentially adding to the cost of construction of our solar power projects. Although we generally obtain warranties from our equipment suppliers, we cannot assure that we will be successful with any warranty claims against our suppliers. If our EPC and O&M programs and policies are insufficient and fail to ensure the smooth operation of our plants and development activities, we may incur additional costs in engaging third party service providers to undertake our EPC and O&M activities or experience significant delays or disruption of our operations. Any delay, default, malfunctioning or unsatisfactory performance by our in-house EPC and O&M teams could result in significant losses, damage our reputation and expose us to claims which we may not be able to recover from any third party, and therefore, adversely affect our business, cash flows and results of operations.

The Company's major shareholders may sell a substantial portion or all the shares they own in the Company.

As of March 31, 2020, GS Wyvern Holdings Limited, CPPIB, and ADIA respectively held 48.62%, 16.22% and 15.92% of the Company's equity shares. These shareholders could attempt to sell a substantial portion or even all of their interests in the shares of the Company while the NCDs remain outstanding. If any such sale were to be consummated, the composition of the board of directors of the Company or the control structure of the Company and the Group may significantly change. Such change may or may not necessarily trigger a Change of Control which may or may not (as applicable) require the Issuers to make a Change of Control Offer to repurchase the outstanding NCDs.

If we incur an uninsured loss or a loss that significantly exceeds the limits of our insurance policies, the resulting costs may adversely affect our financial condition.

Our main assets include wind turbine generators and solar panels. Operating these assets involves risks and hazards that may adversely affect our operations, including equipment failures, natural disasters, environmental hazards and industrial accidents. These and other hazards can cause or result in personal injury or death, severe damage to and destruction of property, plant and equipment and suspension of operations. For instance, in January 2018, a contract worker had a fatal accident at one of our solar energy project sites owned by ReNew Wind Energy (Budh 3) Limited in Karnataka. The third party contractor made payments to the worker's family, and no claims were made against our Group, nor do we anticipate any further claims or investigations into this incident. We may also face contractual or civil liabilities or fines in the ordinary course of business as a result of damages suffered by PPA counterparties or third parties, which may require us to make indemnification or other damage payments under contract or otherwise in accordance with law, and our contracts may not have adequate limitations of liability for direct or indirect damage.

We maintain an amount of insurance protection that we consider adequate but we cannot provide any assurance that our insurance will be sufficient or effective under all circumstances and against all hazards or liabilities to which we may be subject. Certain types of insurance we carry (for example for loss of income on account of equipment unavailability) only cover us if the business interruption arising as a result of such unavailability lasts for a certain minimum period. Frequent ordinary course unavailability is not typically covered, and as a consequence we may not receive compensation for short term generation losses. Furthermore, our insurance coverage is subject to deductibles, caps, exclusions and other limitations. For example, although our insurance coverage is very comprehensive, it excludes risks such a gross negligence, fraud, nuclear incidents and war. Accordingly, any claims made under such insurance policies might not be successful or compensate us fully against all risks and losses that may arise, and the insurance coverage itself might not be sufficient to cover incurred losses.

Changes in technology may render our technologies obsolete or require us to make substantial capital investments. Failure to respond to technological changes effectively and timely may adversely affect our business and results of operations.

Although we attempt to maintain the latest international technology standards, the technology requirements for businesses in the wind and solar energy sectors are subject to continuing change and development. Some of our existing technologies and processes in the wind and solar energy business may become obsolete or perform less efficiently compared to newer and better technologies and processes.

The cost of upgrading or implementing new technologies, upgrading our existing equipment or expanding capacity could be significant and may adversely affect our results of operations if we are unable to pass on such costs to our customers. Failure to respond to technological changes effectively and timely may adversely affect our business and results of operations.

Fluctuations in foreign currency exchange rates may negatively affect our capital expenditures and could result in exchange losses.

Our functional currency is the Indian Rupee and our revenue and operating expenses are denominated primarily in Indian Rupees. However, some of our capital expenditures, particularly those for equipment imported from international suppliers, such as solar module panels, are denominated in foreign currencies, particularly the U.S. dollar, and some of our other obligations, including our external commercial borrowings, are also denominated in U.S. dollars. To the extent that we are unable to match revenue received in our functional currency with costs paid in foreign currencies, exchange rate fluctuations could adversely affect our profitability. Substantially all of our cash flows are generated in Indian Rupees and, therefore, significant changes in the value of the Indian Rupee relative to foreign currencies could adversely affect our financial condition. We expect our capital expenditures for our proposed expansion plans to include significant expenditure in foreign currencies for imported equipment and machinery.

While we have hedged our external commercial borrowings and our capital expenditure costs denominated in U.S. dollars against foreign currency fluctuations, changes in exchange rates may still adversely affect our results of operations and financial condition. Any amounts we spend in order to hedge the risks to our business due to fluctuations in currencies may not adequately hedge against any losses we incur due to such fluctuations. We cannot assure you that we will be able to reduce our foreign currency risk exposure, through the hedging transactions we have already entered into or will enter into, in an effective manner, at reasonable costs, or at all.

We may not be able to adequately protect our intellectual property rights, including the use of the "ReNew" name and the associated logo, which could harm our competitiveness.

We have applied for the trademark "ReNew" under various classes in India. We believe that the use of our name and logo is vital to our competitiveness and success and for us to attract and retain our clients and business partners. While we are in the process of registering our rights to the use of the "ReNew" name and the associated logo with the trademarks authorities in India, any improper use or infringement by any party could adversely affect our business, financial condition and results of operations. We cannot assure you that the measures we have taken will be sufficient to prevent any misappropriation of our intellectual property.

Enforcement of any intellectual property rights could be time consuming and costly. We may not be able to establish our rights to such intellectual property in the absence of relevant registrations and accordingly may not be able to take appropriate action or prevent the use of such name or logo by third parties. If the measures we take do not adequately safeguard our intellectual property rights, we could suffer losses due to competing offerings of services that exploit our name and logo. We may also be subject to claims for breach of intellectual property by third parties if we are unable to secure adequate protection in relation to our name and logo.

The Group and the Restricted Group have in the past entered into a number of related party transactions and may continue to enter into related party transactions in the future, and there can be no assurance that the Group or Restricted Group could not have achieved more favorable terms if such transactions had not been entered into with related parties.

In the ordinary course of our business, the Group and the Restricted Group have entered into transactions with related parties. For further details, see "*Related Party Transactions*". There can be no assurance that we could not have achieved more favorable terms if such transactions had not been entered into with related parties. Furthermore, it is likely that we will continue to enter into related party transactions in the future; for example, the Restricted Group could provide loans or other financing to the Group or its affiliates, which may not be on terms that are favorable to the Restricted Group, which could result in, among other things, a delay in repayment of the NCDs. There can be no assurance to you that any future related party transactions that we may enter into, individually or in the aggregate, will not have an adverse effect on our business, financial condition and results of operations. Further, the future transactions with our related parties may potentially involve conflicts of interest. Additionally, there can be no assurance that any dispute that may arise between us and related parties will be resolved in our favor.

There is only limited historical financial information available for the projects in the Restricted Group.

The weighted average commercial operation dates for the Restricted Group's projects range only within the last 7 years, with the earliest weighted average commercial operation date being in June 2013. The Restricted Group's historical financial information does not reflect its expected future financial condition, results of operations or cash flows. The limited historical financial information available with respect to the Restricted Group's projects may make it difficult to assess its financial position and operating results for the dates and periods presented in this offering memorandum, and such limited financial information is not indicative of the Restricted Group's future financial position or operating results. In addition, the latest financial statements presented in this are the Group's and Restricted Group's June 30, 2020 financial statements.

The Restricted Group's special purpose combined financial statements do not reflect the results of any legal group.

The Restricted Group does not constitute a separate legal group of entities. The Restricted Group's combined financial statements were prepared in accordance with recognition and measurement principles prescribed under section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accountants of India. The Restricted Group's special purpose combined financial statements are, therefore, not necessarily indicative of the financial condition, results of operations or cash flows of the Restricted Group that would have occurred if it had operated as a legal group of entities during the periods presented.

Our results of operations could be adversely affected by strikes, work stoppages or increased wage demands by our employees or any other kind of disputes with our employees.

As at August 31, 2020, we had 934 full-time employees. We have not had any instances of strikes or lock-outs since we commenced operations. However, we may experience disruptions in our operations due to disputes or other problems with our workforce, and efforts by our employees to modify compensation and other terms of employment may divert management's attention and increase operating expenses. We have entered into operation and maintenance agreements (in the case of wind power projects) and from time to time also enter into EPC contracts with independent third-party contractors to complete specific assignments and these contractors are required to provide the labor necessary to complete such assignments. Although we do not engage these laborers directly, we may be held responsible for wage payments to laborers engaged by such contractors should the contractors default on wage payments, despite the fact that the operation and maintenance agreements that we enter into typically have a labour law compliance clause which indemnifies us in the event third-party contractors fail to comply with the relevant statutory labour law. The occurrence of such events could materially adversely affect our business, prospects, financial condition and results of operations.

We have relied on a third-party industry report which have been used for industry related data in this offering memorandum and such data have not been independently verified by us.

We have relied on certain industry sources including the CRISIL Report for industry related data that has been disclosed in this offering memorandum. These reports use certain methodologies for market sizing and forecasting. We have not independently verified such data and therefore, while we believe them to be true, we cannot assure you that they are complete or reliable. Accordingly, investors should read the industry related disclosure in this offering memorandum in this context. Industry sources and publications are also prepared based on information as at specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. While industry sources take due care and caution while preparing their reports, they do not guarantee the accuracy, adequacy or completeness of the data. Accordingly, investors should not place undue reliance on, or base their investment decision solely on this information. For further details, see "*Industry Overview*".

The Company's equity shares are not listed and therefore not subject to the disclosure and corporate governance requirements that listed companies are subject to.

The Company is a private limited company and its shares are not traded on any stock exchange. However, the Company has certain debentures listed on the National Stock Exchange of India Limited and notes listed on the SGX. Noteholders will not have the benefit of the disclosure and corporate governance requirements that are imposed on companies that have publicly listed equity shares in India, such as, the constitution of an audit committee, and the review and approval of related party transactions, among others.

Risks Relating to India

We face uncertainty of title to our lands. If we are unable to identify or cure any defects or irregularities with respect to title to such lands, our business and operations may be adversely affected.

There is no central title registry for real property in India and the method of documentation of land records in India has not been fully computerized. Property records in India are generally maintained at the state and district level and are updated manually through physical records of all land related documents and may not be available online for inspection or updated in a timely manner. This could result in investigations into property records taking a significant amount of time or being inaccurate in certain respects, which may impact the ability to rely on them. Land records are often handwritten, in local languages and not legible, which makes it difficult to ascertain the content. In addition, land records are often in poor condition and are at times untraceable, which materially impedes the title investigation process. In certain instances, there may be a discrepancy between the extent of the areas stated in the land records and the areas stated in the title deeds, and the actual physical area of some of lands on which the projects are constructed or proposed to be constructed. Further, improperly executed, unregistered or insufficiently stamped conveyance instruments in a property's chain of title, unregistered encumbrances in favor of third parties, rights of adverse possessors, ownership claims of family members of prior owners or third parties, or other defects that a purchaser may not be aware of, can affect the title to a property. Any misrepresentation with respect to title by third parties from whom we purchase land may render such land liable to confiscation and action by other parties who may claim ownership of such land. As a result, potential disputes or claims over title to the land on which the projects are developed or used for operations or will be constructed may arise.

Further, under the Prohibition of Benami Property Transactions Act, 1988, as amended (the "BTP Act"), any land, the title of which is registered in the name of a third party who is not the actual owner of the property, is liable to confiscation by the GoI without payment of any compensation. Further, transfers from any such third party to the actual owner are now prohibited, and any such transfer may be declared null and void.

Further, legislation relating to land ceilings, consolidation, fragmentation, holding of lands and land use may also be applicable to our projects. While we apply for the necessary approvals for purchase of land, including for the conversion of land from agricultural to non-agricultural use and for the purchase of land in excess of limits prescribed under the relevant legislation, there can be no assurance that we will be granted such approvals in a timely manner or at all. We may also be exposed to additional risks, if we acquire land from third parties, who are, in turn, in breach of such land ceiling requirements. Further, we may be required to commence construction or operation of our projects pending receipt of such approvals to ensure compliance with our contractual schedules, including under our PPAs. Certain land approvals are pending for the Nirlooti, Bapuram, Devdurga, Yadgir, Honalli, Alland and Turuvekere projects of the Restricted Group.

While we carry out due diligence before acquiring land in connection with any project, all risks, onerous obligations and liabilities associated with the land for each project may not be fully assessed or identified, which could include the nature of faulty or disputed title, unregistered encumbrances, adverse possession rights, claims by third parties or potential expropriation by the GoI pursuant to the BTP Act. For instance, certain individual parties have initiated proceedings challenging the title of certain parcels of the respective project lands of certain subsidiaries of the Company. Although, the land parcels under dispute constitute a small percentage of the entire land allocated to the relevant project, any adverse order or finding of the courts in these proceedings may expose us to project stoppages, legal disputes and financial liabilities which may affect our business and financial condition.

Recent global economic conditions have been challenging and continue to affect the Indian market, which may adversely affect our business, financial condition, results of operations, cash flows and prospects.

The Indian economy and its securities markets are influenced by economic developments and volatility in securities markets in other countries. Investors' reactions to developments in one country may adversely affect the market price of securities of companies located in other countries, including India. For instance, the economic downturn in the U.S. and several European countries during 2008 and 2009 and the recent COVID-19 pandemic adversely affected market prices in the global securities markets, including India. In August and September 2020, India was reported to have had the highest number of new COVID-19 infections on a daily basis. Negative economic developments, such as rising fiscal or trade deficits, or a default on national debt, in other emerging market countries may also affect investor confidence and cause increased volatility in Indian securities markets and indirectly affect the Indian economy in general. Any worldwide financial instability could also have a negative impact on the Indian economy, including the movement of exchange rates and interest rates in India and could then adversely affect our business and financial performance.

Any other global economic developments or the perception that any of them could occur may adversely affect global economic conditions and the stability of global financial markets, and may significantly reduce global market liquidity and restrict the ability of key market participants to operate in certain financial markets. Any of these factors could depress economic activity and restrict our access to capital, which could have an adverse effect on our business, financial condition and results of operations.

The Group's ability to raise foreign capital may be constrained by Indian law.

The Group is subject to exchange controls that regulate borrowing in foreign currencies. Such regulatory restrictions limit the Group's financing sources and hence could constrain the Group's ability to obtain financings on competitive terms and refinance existing indebtedness. In addition, the Group cannot assure you that the required approvals will be granted to the Group without onerous conditions, or at all. Limitations on raising foreign debt may have an adverse impact on the Group's business growth, financial condition, results of operations and cash flows.

A significant change in the GoI's economic liberalization and deregulation policies could impact economic conditions in India generally and the Group's business and financial results and prospects in particular.

Since 1991, successive GoIs have pursued policies of economic liberalization and financial sector reforms, including significant relaxations of restrictions on the private sector. Nevertheless, GoI continues to exercise a dominant influence over many aspects of the economy, and its economic policies have had and continue to have a significant effect on private-sector entities, including us.

India has a mixed economy with a large public sector and an extensively regulated private sector. The role of GoI and the state governments in the Indian economy and the effect on producers, consumers, service providers and regulators have remained significant over the years. The GoI has in the past, among other things, imposed controls on the prices of a broad range of goods and services, restricted the ability of businesses to expand existing capacity and reduce the number of their employees, determined the allocation to businesses of raw materials and foreign exchange and reversed their policies of economic liberalization. The Group may not be able to react to such changes promptly or in a cost-effective manner. Increased regulation or changes in existing regulations may require the Group to change its business policies and practices and may increase the cost of providing services to the Group's customers which would have an adverse effect on the Group's operations and its financial condition and results of operations.

Although the current GoI has continued India's economic liberalization and deregulation programs, there can be no assurances that these liberalization policies will continue in the future. Significant changes in India's economic liberalization and deregulation policies could adversely affect business and economic conditions in India in general as well as the Group's business and its future financial performance.

An economic downturn in India could cause our business to suffer.

Slowdown in the growth of the Indian economy could adversely affect our business and our lenders and contractual counterparties, especially if such a slowdown were to be prolonged. The growth rate of India's GDP was 8.2%, 7.2% and 6.1% during fiscal years 2018, 2019 and 2020, respectively. For more details, see "*Industry Overview*". The performance and growth of our business are necessarily dependent on economic conditions prevalent in India, which may be adversely affected by such economic slowdown. Notwithstanding the RBI's policy initiatives, the course of market interest rates continues to be uncertain due to the high inflation, the increase in the fiscal deficit and the GoI's borrowing program. Any continued or future inflation because of increases in prices of commodities such as crude oil or otherwise, may result in a tightening of monetary policy and could materially and adversely affect our business, financial condition and results of operations. Any increase in interest rates or reduction in liquidity could adversely impact our business.

Natural and catastrophic events may reduce energy production below our expectations.

A natural disaster, severe weather conditions or an accident that damages or otherwise adversely affects any of our operations could materially and adversely affect our business, financial condition and results of operations. Severe flooding, lightning strikes, earthquakes, extreme wind conditions, severe storms, wildfires, and other unfavorable weather conditions (including those from climate change) or natural disasters could damage our property and assets or require us to shut down our turbines, solar panels or related equipment and facilities, impeding our ability to maintain and operate our projects and decreasing electricity production levels and revenues from operations.

In addition, catastrophic events such as explosions, terrorist acts or other similar occurrences could result in similar consequences or in personal injury, loss of life, environmental danger or severe damage to or destruction of the projects or suspension of operations, in each case, adversely affecting our ability to maintain and operate the projects and decreasing electricity production levels and revenues from operations. Any of these events could adversely affect our business, financial condition, results of operations, cash flows and prospects.

Terrorist attacks, civil disturbances and regional conflicts in South Asia may adversely affect our business.

India has, from time to time, experienced social and civil unrest within the country and hostilities with neighboring countries. These hostilities and tensions could lead to political or economic instability in India and adversely affect our business and financial performance. Such situations could recur or be more intense than in the past. Terrorist attacks and other acts of violence or war may adversely affect global markets and economic growth. These acts may also result in a loss of business confidence, make travel and other services more difficult and have other consequences that could adversely affect our business, results of operations and financial condition. Such violence may adversely impact the Indian and worldwide financial markets. In addition, any deterioration in international relations may result in investor concern regarding regional stability which could adversely affect the value of the NCDs. India has witnessed localized terrorist attacks recently, including the terrorist attacks in Mumbai in 2008 and 2011, in New Delhi in 2011, in Pathankot and Uri in 2016 and Pulwama in 2019. In June 2020, increasing border tensions between China and India in the Galwan River Valley resulted in several fatalities and frequent border skirmishes have continued since that time. Such incidents could also create an increased perception that investment in Indian companies involves a higher degree of risk and could adversely impact our business, financial condition, results of operations, cash flows and prospects.

Any downgrading of India's sovereign debt rating by an international rating agency could negatively impact our business and results of operations.

India's sovereign rating is Baa3 with a "negative" outlook (Moody's), BBB-with a "stable" outlook (S&P) and BBB-with a "negative" outlook (Fitch). Any adverse revisions to India's credit ratings by international rating agencies may adversely affect our ratings, terms on which we are able to finance capital expenditure or refinance any existing indebtedness. This could adversely affect our business, financial condition, results of operations, cash flows and prospects.

Investors may not be able to enforce a judgment of a foreign court against the Company, certain of its directors or its key management, except by way of a suit in India on such judgment.

All of the Group's operating subsidiaries are incorporated under the laws of India. Substantially all of our directors and key management personnel are residents of India and substantially all of our assets are located in India. As a result, it may not be possible for investors to effect service of process upon such persons outside India, or to enforce judgments obtained against such parties outside India. In India, recognition and enforcement of foreign judgments are provided for under Section 13 and Section 44A of the Civil Code on a statutory basis. Section 13 of the Civil Code provides that a foreign judgment to which this section applies shall be conclusive regarding any matter directly adjudicated upon, except: (i) where the judgment has not been pronounced by a court of competent jurisdiction; (ii) where the judgment has not been given on the merits of the case; (iii) where it appears on the face of the proceedings that the judgment is founded on an incorrect view of international law or a refusal to recognize the law of India in cases to which such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where the judgment has been obtained by fraud; and (vi) where the judgment sustains a claim founded on a breach of any law then in force in India. Under the Civil Code, a court in India shall, upon the production of any document purporting to be a certified copy of a foreign judgment, presume that the judgment was pronounced by a court of competent jurisdiction unless the contrary appears on record.

India is not a party to any multilateral international treaty in relation to the recognition or enforcement of foreign judgments. Section 44A of the Civil Code provides that where a foreign judgment has been rendered by a superior court, within the meaning of such section, in any country or territory outside India, which the GoI has by notification declared to be a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, Section 44A of the Civil Code is applicable only to monetary decrees not being in the nature of any amounts payable in respect of taxes, other charges of a like nature or in respect of a fine or other penalties and does not apply to arbitration awards. Further, the execution of a foreign decree under Section 44A of the Civil Code is also subject to the exceptions under Section 13 of the Civil Code.

The United Kingdom, Singapore, Hong Kong and United Arab Emirates (among others) have been declared by the GoI to be reciprocating territories for the purposes of Section 44A. However, the United States has not been declared by the GoI to be a reciprocating territory for the purposes of Section 44A of the Civil Code. Accordingly, a judgment of a court in a country which is not a reciprocating territory may be enforced in India only by a fresh proceeding suit instituted in a court of India and not by proceedings in execution. Such a suit has to be filed in India within three years from the date of the judgment in the same manner as any other suit filed in India to enforce a civil liability in India. It is unlikely that a court in India would award damages on the same basis as a foreign court would, if an action were brought in India. Further, it is unlikely that an Indian court would enforce foreign judgments if that court were of the view that the amount of damages awarded was excessive or inconsistent with Indian public policy. A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI to repatriate outside India any amount recovered pursuant to the execution of such judgment and such amount may be subject to income tax in accordance with applicable laws.

In addition, any judgment awarding damages in a foreign currency would be converted into Indian Rupees on the date of the judgment and not the date of payment. The Group cannot predict whether a suit brought instituted in an Indian court will be disposed of in a timely manner or be subject to considerable delay.

A decline in India's foreign exchange reserves may adversely affect liquidity and interest rates in the Indian economy.

According to the weekly statistical supplement of the RBI Bulletin, India's foreign exchange reserves totaled US$538,191.0 million as at August 7, 2020. A sharp decline in these reserves could result in reduced liquidity and higher interest rates in the Indian economy. Reduced liquidity or an increase in interest rates in the economy following a decline in foreign exchange reserves could have a material adverse effect on the Group's financial performance and ability to obtain financing to fund the Group's growth on favorable terms or at all.

Changes in the taxation system in India could adversely affect the Group's business.

The operations, profitability and cash flows of the Company and the Restricted Group could be adversely affected by any unfavorable changes in central and state-level statutory and/or regulatory requirements in connection with direct and indirect taxes and duties, including income tax, goods and service tax ("GST"), and/or by any unfavorable interpretation taken by the relevant taxation authorities and/or courts and tribunals. If such amendments are brought about in the statutory laws relating to income tax and/or GST, the Group's repossessed assets could be considered to be subject to additional taxes, which could adversely affect the Company's and the Restricted Group's operations, profitability and cash flows.

Further, the GoI has implemented two major reforms in Indian tax laws, namely the goods and services tax, and provisions relating to general anti-avoidance rules ("GAAR").

The indirect tax regime in India has undergone a complete overhaul. The indirect taxes on goods and services, such as central excise duty, service tax, central sales tax, state value added tax, surcharge and excise have been replaced by Goods and Service Tax with effect from July 1, 2017. The GST regime is at a nascent stage and the law relating to GST is undergoing frequent amendments. A recent example of such an amendment relates to the supply of renewable energy devices along with service of construction for solar power plant and wind operated electricity generators. Such supply is taxable with GST at an effective rate of 5% on 70% of gross consideration charged and GST at an effective rate of 18% on rest of the 30% of gross consideration charged. Such changes in law and rate clarifications may impact the Company's and the Restricted Group's operations, profitability and cash flows.

GAAR provisions have come into effect from April 1, 2017. The GAAR provisions are intended to catch arrangements declared as "impermissible avoidance arrangements". An impermissible avoidance arrangement has been defined under the Income Tax Act, 1961 as any arrangement, the main purpose of which is to obtain a tax benefit and which satisfies at least one of the following tests: (i) creates rights, or obligations, which are not ordinarily created between persons dealing at arm's length; (ii) results, directly or indirectly, in misuse, or abuse, of the provisions of the Income Tax Act, 1961; (iii) lacks commercial substance or is deemed to lack commercial substance, in whole or in part; or (iv) is entered into, or carried out, by means, or in a manner, which are not ordinarily employed for bona fide purposes. The Income Tax Act, 1961 provides that if the main purpose of any part or step of the arrangement is to obtain tax benefit, the entire arrangement shall be presumed to have been entered into with the purpose of obtaining a tax benefit and the burden of proof will be on the taxpayer to establish that obtaining a tax benefit was not the main purpose of the entire arrangement. If GAAR provisions are invoked, then the tax authorities have wide powers, including the denial of tax benefit or the denial of a benefit under a tax treaty. In absence of sufficient judicial precedents interpreting GAAR provisions, the consequential effects on the Group cannot be determined yet and there can be no assurance that such effects would not adversely affect the Group's business, future financial performance and the trading price of the NCDs.

Further, the GoI has amended the Income Tax Act, 1961 to provide a lower corporate tax rate of 25%[1] for domestic companies whose annual turnover or gross receipts did not exceed Rs.4 billion in the fiscal year 2018-19. Additionally, the Income Tax Act, 1961 has also been amended to reduce the minimum alternate tax to 15%.

Recently, through the Taxation Laws (Amendment) Act, 2019, the GoI has also amended the Income Tax Act, 1961, with effect from April 1, 2019, to provide an option to the domestic companies to pay a reduced statutory corporate income tax of 22%, provided such companies do not claim certain specified deduction or exemptions. Further, where a company has opted to pay the reduced corporate tax rate of 22%, the minimum alternate tax provisions would not be applicable. Thus, the Group's companies operating in India may choose not to claim any of the specified deductions or exemptions and claim the lower corporate tax, in which case, the minimum alternate tax provisions would not be applicable. Alternatively, the Group's companies may choose to pay the higher of corporate tax; i.e., 30% or 25%, as the case may be, after claiming the applicable deductions and exemptions or the minimum alternate tax at the rate of 15%. There is no certainty on the impact that these amendments may have on our business and operations or on the industry in which we operate. Further, we also cannot assure you that any such amendments in the future would not adversely affect our business, prospects, financial condition, results of operations and cash flows.

The Insolvency and Bankruptcy Code in India may adversely affect our ability to pay back creditors.

The Insolvency and Bankruptcy Code, 2016 (the "Bankruptcy Code") provides for reorganization and insolvency resolution of corporate persons. The Bankruptcy Code offers a uniform, comprehensive insolvency legislation encompassing all companies, partnerships and individuals. It allows creditors to assess the viability of a debtor as a business decision, and agree upon a plan for its revival or a speedy liquidation. The Bankruptcy Code creates an institutional framework, consisting of a regulator, insolvency professionals, information utilities and adjudicatory mechanisms that facilitate a formal and time-bound insolvency resolution and liquidation process. The Bankruptcy Code enables a creditor to initiate a corporate insolvency resolution process ("CIRP") against the debtor, including on default in payment of debt by the debtor. Further, if the petition for the CIRP is admitted by the National Company Law Tribunal against the debtor, the moratorium provisions under the Bankruptcy Code prohibits, among other things, the creation of encumbrances, disposing of assets of the debtor, any action to enforce the security interest of the debtor and the institution or continuation of legal proceedings against the debtor.

Although, by a notification in March 2020, the GoI has increased the limit which is sufficient to initiate corporate insolvency resolution process from INR 100,000 to INR 10,000,000 and in addition, in view of the COVID 19 pandemic, pursuant to the Insolvency and Bankruptcy Code (Second Amendment) Act, 2020 disallowed the filing of any application for initiation of CIRP against a corporate debtor under the Bankruptcy Code, in relation to default arising on or after March 25, 2020, for a period of six months or such further period, not exceeding one year from such date, as may be notified by the GoI, if the Bankruptcy Code provisions are invoked against us, it may adversely affect our ability to pay back creditors and enforcement of creditor rights will be subject to the Bankruptcy Code.

Changing laws, rules and regulations and legal uncertainties, including adverse application of corporate and tax laws, may adversely affect our business, prospects, financial condition, results of operations and cash flows.

The regulatory and policy environment in which we operate is evolving and subject to change. Such changes, including the instances mentioned below, may materially and adversely affect our business, prospects, financial condition, results of operations and cash flows.

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[1] All rates mentioned under this risk factor are exclusive of the applicable surcharge and health and education cess.

We have not determined the impact of these proposed changes on our business. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy in the jurisdictions in which we operate, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our business currently or in the future.

Our business and financial performance could be adversely affected by any change in laws or interpretations of existing, or the promulgation of new laws, rules and regulations applicable to us. There can be no assurance that the GoI or any state government in India will not implement new regulations and policies which will require us to obtain additional approvals and licenses from the government and other regulatory bodies or impose onerous requirements and conditions on their operations. Any such changes and the related uncertainties with respect to the implementation of the new regulations may have a material adverse effect on our business, prospects, financial condition and results of operations and cash flows.

For instance, there was a proposal and subsequent levy by the Government of India of safeguard duty on the import of solar cells and modules at the rate of 25% of the value of the goods imported, which rate was to be revised for subsequent years as per the proposal. The imposition of safeguard duty on import of solar cells and modules to India was extended for another year starting July 30, 2020, with the rate of duty payable revised to 14.90% of the value of goods (minus anti-dumping duty payable, if any) for imports from July 30, 2020 to January 29, 2021, and to 14.50% for imports from January 30, 2021 to July 29, 2021.

For instance, the governments of India and different states have enacted regulations for forecasting and scheduling of all forms of renewable energy. Such regulations apply to all renewable projects commissioned and connected to the grid. The regulations require us to submit a schedule of electricity generation. If we fail to adhere to these regulations, we may be exposed to penalties, which could have a material adverse effect on our business, prospects, financial condition and results of operations and cash flows.

Risks Relating to the NCDs

The NCDs may not be a suitable investment for all investors.

Each potential investor in the NCDs must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the NCDs, the merits and risks of investing in the NCDs and the information contained in this offering memorandum;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the NCDs and the impact such investment will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the NCDs, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

- understand thoroughly the terms of the NCDs and be familiar with the behavior of any relevant indices and financial markets; and

- be able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The NCDs are complex financial instruments and such instruments may be purchased with an understood, measured, appropriate addition of risk to their overall portfolios. The NCDs will not be rated by any rating agency or credit evaluation organization, and a potential investor should not invest in the NCDs unless it has the expertise (either alone or with the help of a financial advisor) to evaluate how the NCDs will perform under changing conditions, the resulting effects on the value of such NCDs and the impact this investment will have on the potential investor's overall investment portfolio.

The Issuers may be able to incur more debt which may increase the Restricted Group's debt leverage risk and could adversely affect the Holders of the NCDs.

Subject to the restrictions in the Debenture Trust Deeds governing the NCDs, the Issuers may be able to incur additional debt in the future. In addition, certain types of indebtedness permitted under the Debenture Trust Deeds may rank equally in right of payment with the NCDs and may be secured by the Collateral and could result in less cash available to make payments on the NCDs.

To the extent new debt is added to the Restricted Group's current debt levels, the Restricted Group's leverage related risks, including the Issuers' possible inability to fulfill their payment obligation under the NCDs, would increase.

The value of the Collateral may not be sufficient to repay the NCDs and discharge all obligations under the Guarantees issued by the Guarantors in full.

The NCDs and the Guarantees issued by the Guarantors will be secured by the Collateral as described in Appendix A to the "*Description of the NCDs*". Any security created by an Issuer over its immovable property will only secure the NCDs and Guarantee issued by such Issuer. Further, security may be created over the Collateral to secure certain additional debt availed by the Issuer in accordance with the Debenture Trust Deeds.

The value of the Collateral in the event of liquidation will depend on many factors. In particular, the capital stock of the applicable Issuers pledged to secure the NCDs and Guarantees issued by the Guarantors only has value to the extent that the assets of the applicable Issuer is worth more than its liabilities (and, in a bankruptcy or liquidation of the applicable Issuer, holders of capital stock will only receive value after payment upon all such liabilities).

In addition, by their nature, Collateral may be illiquid and may have no readily ascertainable market value. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, or enforcement of the Collateral, the Issuers cannot assure investors that the proceeds from any sale or liquidation of applicable collateral will be sufficient to pay the applicable obligations under the NCDs and Guarantees issued by the Guarantors.

The enforceability of the security granted for the benefit of the NCDs and Guarantees will be subject to Indian law.

The NCDs and Guarantees issued by the Guarantors are intended to have the benefit of security over certain assets of the Issuers and 51% of the capital stock of each Issuer. Third party consents, including consents from governmental and regulatory authorities, may be required for creation and enforcement of such security, and the process for obtaining such consents and creating and perfecting security could take a significant amount of time from the issue date of the NCDs and Guarantees, and the NCDs and Guarantees will not have the benefit of such security during such time.

In addition, if the Debenture Trustee(s) were to foreclose upon its assets, there may be certain assets that the Debenture Trustee(s) may not be able to effectively foreclose upon without the consent of third parties, such as governmental authorities or lenders. The Issuers cannot assure investors that if upon such foreclosure, the Debenture Trustee(s) will be able to obtain all of the third-party approvals necessary to obtain or transfer ownership of all assets. Accordingly, there may not be sufficient proceeds from the Collateral to pay all or any of the amounts due on the NCDs and Guarantees.

The Holders of the NCDs may not be able to repatriate the proceeds from the redemption or prepayment of the NCDs in a timely manner on the occurrence of an event of default or on an early repayment within the committed retention period.

Under VRR, an FPI may invest in Rupee denominated corporate bonds (such as the NCDs) issued in India. Under VRR, the FPI is required to retain its investment in the allocated committed portfolio size (the "CPS") in India for a committed time period (being the committed retention period), which as per existing regulations, cannot be less than three years. During the committed retention period, upon an early repayment of the rupee denominated corporate bonds, the FPI shall not be permitted to repatriate proceeds from such early repayment in a manner where its investment would fall to below 75% of its CPS, unless the FPI sells/transfers the rupee denominated corporate bonds to another FPI as per the applicable regulations.

For the purposes of investing in the NCDs, the Initial Investor has committed to a retention period of 3 years which will start from the date of allotment of the CPS. Upon an early redemption of the NCDs or the occurrence of an event of default under the NCDs, in each case within the committed retention period, Holders of the NCDs might be required to obtain regulatory approval, including from the RBI, for repatriation of proceeds of such early repayment of the NCDs.

Only the Issuers will be subject to the restrictive provisions relating to the NCDs, including restrictions on the incurrence of indebtedness.

Only the Restricted Group, comprised of the Issuers, will be subject to the restrictive covenants under the Debenture Trust Deeds. The Parent Guarantor and the Parent Guarantor's other subsidiaries that are not a part of the Restricted Group will generally not be subject to the restrictive provisions of the Debenture Trust Deeds. There will be no limitation in the Debenture Trust Deeds on the amount of indebtedness (including secured indebtedness in the case of the Parent Guarantor) which the Parent Guarantor or these other subsidiaries may incur in the future. In addition, the Parent Guarantor may give guarantees and provide credit support for its subsidiaries which are not part of the Restricted Group.

The NCDs and the Guarantees will be effectively subordinated to any secured obligations of the Issuers and the Guarantors to the extent of the assets serving as security for such obligations.

Except with respect to the security created in respect of the Collateral, the NCDs and the Guarantees will constitute unsubordinated obligations of the applicable Issuer or any Guarantor, respectively, and will rank pari passu in right of payment with all other existing and future unsubordinated indebtedness of the applicable Issuer or any the Guarantor, respectively, and senior in right of payment to all subordinated indebtedness of the applicable Issuer or any Guarantor, respectively, if any. Except with respect to the security provided in respect of the Collateral, the NCDs and the Guarantees will be issued as a general obligation of the applicable Issuer or any Guarantor, respectively. However, the NCDs and the Guarantees will be effectively subordinated to any secured obligations of the applicable Issuer or any Guarantor, respectively, to the extent of the assets serving as security for such secured obligations. In bankruptcy, the holder of a security interest with respect to any assets of the applicable Issuer or any Guarantor, respectively, would be entitled to have the proceeds of such assets applied to the payment of such holder's claim before the remaining proceeds, if any, are applied to the claims of the holders of the NCDs.

The Debenture Trust Deeds governing the NCDs permit us and our subsidiaries to incur additional indebtedness, including secured debt, subject to certain limitations. The NCDs and Guarantees issued by the Guarantors will be effectively subordinated to any secured debt that the Issuers may issue in the future to the extent of the value of the assets securing such future indebtedness. Holders of any secured debt that the Issuers issue in the future may foreclose on the assets securing that debt, reducing the cash flow from the foreclosed property available for payment of unsecured debt, including any guarantees of or obligations under the NCDs. In the event of bankruptcy, liquidation, reorganization or other winding up of any of the Issuers, assets that secure any of indebtedness of the Issuers will be available to pay obligations under the NCDs and Guarantees only after all debt secured by those assets has been repaid in full. Holders of NCDs will participate in any remaining assets ratably with all of the Issuers' unsecured and unsubordinated creditors, including trade creditors. If there are not sufficient assets remaining to pay all these creditors, all or a portion of the NCDs and the obligations under the relevant Guarantees then outstanding would remain unpaid.

The failure of the Restricted Group to properly (or to take all commercially reasonable steps to) create, perfect and register the security interests in the Collateral could result in an event of default under the NCDs, and could impair the ability of the holders of the NCDs to seek repayment.

Under the terms of the NCDs, the applicable Restricted Group entity will be obligated to create, perfect and register the Collateral, or in the case of immovable property, to take all commercially reasonable steps to create, perfect and register the Collateral, no later than the respective time periods described in Appendix A to the "*Description of the NCDs*".

The creation, perfection and registration of the Collateral will be subject to various consents, approvals and authorizations from governmental authorities and existing lenders and such consents, approvals or authorizations may not be forthcoming. Until the Collateral Documents are entered into, the NCDs and Guarantees issued by the Guarantors will be unsecured. If any of the Issuers fail to create, perfect and register the applicable Collateral (or in respect of immovable property, to take all commercially reasonable steps create, perfect and register the Collateral) within the specified time period, an Event of Default will occur under the NCDs, and the Debenture Trustee(s) could accelerate the NCDs and enforce the security interest over any Collateral for which a security interest has been perfected, pursuant to such acceleration. In such circumstances, the applicable Restricted Group entity may not have sufficient resources to repay the NCDs, in full or at all. Moreover, any claim of the Debenture Trustee(s) in a bankruptcy or similar proceeding would be unsecured to the extent that the applicable Restricted Group entity has failed to create, perfect and register any Collateral, which could limit any recovery the holders of the NCDs receive in any such proceeding.

Further, there is a possibility that the Issuers may not be able to establish the trust and retention accounts, as contemplated in the Debenture Trust Deeds, including on account of certain regulatory restrictions imposed by the RBI in relation to opening of the current accounts. Although, the Issuers are required to create security over all their bank accounts pursuant to the Collateral Documents, and the Issuers are required to comply with the Debenture Trust Deeds in relation to making certain payments, in absence of trust and account agreements, the cash flow of the Issuers and the priority of payments may not be effectively regulated.

Further, each of the NCDs and Guarantees issued by the Guarantors constitute direct, unconditional and unsubordinated obligations of the respective Issuers and Guarantors, which will, within the respective time periods described in the Debenture Trust Deeds, be secured pursuant to the Collateral Documents. The NCDs will be effectively subordinated to any other secured indebtedness of the Issuers which ranks pari passu with the NCDs and Guarantees issued by the Guarantors, to the extent of the value of the assets over which the holders of the NCDs do not have security, securing that other indebtedness. In the event of a bankruptcy, liquidation, reorganization or other winding up of any of the applicable Restricted Group entity, such entity’s assets that secure its senior secured indebtedness will be available to pay obligations on the NCDs and Guarantees only after all senior secured indebtedness, together with accrued interest, has been repaid. If any of the Issuers is unable to repay its secured indebtedness, the lenders could foreclose on substantially all of its assets which serve as collateral. In this event, the senior secured lenders would be entitled to be repaid in full from the proceeds of the liquidation of those assets before those assets would be available for distribution to other creditors, including the holders of the NCDs. The holders of the NCDs will participate in the proceeds of the liquidation of the remaining assets of such Issuer, ratably with holders of its secured indebtedness that is deemed to be of the same class as the NCDs and Guarantees issued by the Guarantors.

The ability of the Issuers to generate cash depends on many factors, and it may not be able to generate sufficient cash required to service the NCDs.

If the Issuers cannot generate sufficient cash to meet their debt service obligations or fund their other business needs, they may, among other things, need to refinance all or a portion of their debt, including the NCDs, obtain additional financing, delay capital expenditures or sell assets. The Issuers cannot assure you that they will be able to generate sufficient cash through any of the foregoing. If the Issuers are not able to refinance any of their debt, obtain additional financing or sell assets on commercially favorable terms or at all, they may not be able to satisfy their obligations with respect to their debt, including the NCDs. If this were to occur, holders of the relevant debt would be able to declare the full amount of such debt due and payable. Our assets may not be sufficient to pay such amounts.

The Issuers may not have sufficient funds to pay the Additional Amounts.

Under the applicable Debenture Trust Deed, each of the Issuers has the obligation to pay Additional Amounts under certain circumstances, but there is no assurance that the applicable Issuer will have adequate funds to pay such Additional Amounts.

If any of the Issuers is unable to comply with the restrictions and covenants under the NCDs, or any debt agreements such Issuer has entered into or will enter into in the future, there could be a default under the terms of the NCDs or such other debt agreements, which could cause repayment of its debt to be accelerated.

If any of the Issuers is unable to comply with the restrictions and covenants under the NCDs, or any of its existing or future debt obligations, there could be a default under the terms of these agreements. In the event of a default under these agreements, the holders of the debt could accelerate repayment of the debt and declare all outstanding amounts due and payable or terminate the agreements, as the case may be. Furthermore, certain of the Issuers’ debt agreements contain, and the Issuers’ future debt agreements may contain, cross-acceleration provisions. As a result, a default by an Issuer under one debt agreement may cause the acceleration of repayment of not only such debt but also result in a default under its other debt agreements, including in relation to the NCDs.

The Guarantees may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantees.

Under bankruptcy laws, fraudulent transfer laws, insolvency or unfair preference or similar laws in India, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by, or when it gives, its guarantee:

- incurred the debt with the intent to hinder, delay or defraud creditors or was influenced by a desire to put the beneficiary of the guarantee in a position which, in the event of the guarantor’s insolvency, would be better than the position the beneficiary would have been in had the guarantee not been given;
- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee;
- was insolvent or rendered insolvent by reason of the incurrence of such guarantee;
- was engaged in a business or transaction for which the guarantor’s remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, a guarantee may be subject to review under applicable insolvency or fraudulent transfer laws in certain jurisdictions or subject to a lawsuit by or on behalf of creditors of the guarantor. In such case, the analysis set forth above would generally apply, except that the guarantee could also be subject to the claim that, since the guarantee was not incurred for the benefit of the guarantor, the obligations of the guarantor thereunder were incurred for less than reasonably equivalent value or fair consideration.

The Parent Guarantor is a holding company that has limited revenue generating operations of its own and largely depends on cash generated from its subsidiaries.

While the Parent Guarantor owns certain project assets, the operating companies within it are subsidiaries and conduct substantially all of its business. Consequently, the Parent Guarantor’s cash flow and ability to service its debt obligations, including in relation to the Parent Guarantee, largely depend upon the earnings of its subsidiaries and the distribution of those earnings to its. The ability of the Parent Guarantor’s subsidiaries to generate sufficient cash flow from operations to allow the Parent Guarantor to make scheduled payments on its debt obligations, including in respect of the Parent Guarantee, will depend on their future financial performance, which will be affected by a range of economic, competitive, legislative, regulatory and business factors, many of which are outside of our control. The ability of the Parent Guarantor’s subsidiaries to then pay dividends or make other loans, advances or payments to us will be subject to applicable laws and regulations.

The Parent Guarantor’s debt financing arrangements do not require it to retain any cash at the Company level. If the Parent Guarantor’s subsidiaries do not generate sufficient cash flow from operations to satisfy its debt obligations, including in respect of its Guarantee of the NCDs, the Parent Guarantor may need to undertake alternative financing plans, such as refinancing or restructuring its debt, or take actions such as selling assets, reducing or delaying capital investments or seeking to raise additional capital; provided, however, any such alternative refinancing may not be possible, any assets may not be able to be sold, or, if sold, timing of the sales and the amount of proceeds realized from those sales cannot be determined in advance, additional financing may not be obtained on a timely basis or on acceptable terms, if at all, or additional financing may not be permitted under the terms of our various debt instruments then in effect. The Parent Guarantor’s inability to generate sufficient cash flow to satisfy its debt obligations, or to refinance its obligations on commercially reasonable terms, would have an adverse effect on its business, financial condition, results of operations and cash flow, as well as its ability to satisfy its obligations under the Parent Guarantee.

Restrictions imposed by the Debenture Trust Deeds in respect of the NCDs and the agreements governing the Issuers' existing and future borrowings may contain various covenants that limit their ability to take certain action.

The Debenture Trust Deeds in respect of the NCDs and any existing and future debt agreements of the Issuers may contain covenants imposing operating and financial restrictions on the Issuers' business that limits their flexibility. For example, the Issuers' ability is restricted to, among other things:

- borrow money;
- pay dividends or make other distributions;
- make certain asset dispositions;
- make certain loans or investments;
- issue certain guarantees;
- enter into transactions with affiliates;
- merge, consolidate, or sell, lease or transfer all or substantially all of any of the Issuer's assets; and
- redeem, dispose of or amend the NCDs.

The Issuers cannot assure investors that the operating and financial restrictions and covenants in these agreements will not adversely affect their ability to finance their future operations or capital needs, or engage in other business activities that may be in their interest, or react to adverse market developments. These restrictions also may interfere with the Issuers' ability to make payments on the NCDs.

There is no public market for the NCDs.

The NCDs will be a new issue of securities with no existing trading market. Therefore, there can be no assurance that an active market will develop for the NCDs or as to the liquidity of, or the secondary market for, the NCDs. If an active market does develop, future trading prices of the NCDs will depend on many factors, including, among others, prevailing interest rates, liquidity in the market; the Restricted Group's financial condition, performance and prospects, political and economic developments in India; and the market for securities similar to the NCDs. Therefore, investors may not be able to sell their NCDs easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

The Issuers may be unable to redeem the NCDs as required upon a Change of Control Coupon Step-Up Event.

If any of the Issuers experiences a Change of Control Coupon Step-Up Event, then the applicable Issuers will be required to make an offer to redeem all outstanding NCDs of its particular series at a redemption price of 101.0% (where no NCDs are Initial Investor NCDs), plus accrued and unpaid interest, if any, to the applicable date of redemption. See "*Description of the NCDs—Change of Control Redemptions—Change of Control Redemptions Where no NCDs are Initial Investor NCDs.*" Similarly, where all NCDs are Initial Investor NCDs, in the event that the Initial Investor does not provide its consent for the Restricted Group to undertake a certain Change of Control Non-Coupon Step-Up Event, each of the Issuers may redeem in whole, but not in part, its particular series of NCDs at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, on such NCDs to be redeemed, subject to certain conditions. See "*Description of the NCDs—Change of Control Redemptions—Change of Control Redemptions Where all NCDs are Initial Investor NCDs.*" However, the applicable Issuer may be unable to do so because it might not have enough available funds at the time of any Change of Control Non-Coupon Step-Up Event to pay the redemption price of the tendered outstanding NCDs of its particular series. In addition, any future indebtedness of the applicable Issuer may limit its ability to redeem its particular series of NCDs upon a Change of Control.

The redemption of the NCDs prior to maturity may adversely affect investors return on the NCDs.

The Issuers have the right to redeem some or all of the NCDs prior to maturity, as described under "*Description of the NCDs—Optional Redemptions.*" The Issuers may redeem the NCDs at times when prevailing interest rates may be relatively low. Accordingly, investors may not be able to reinvest the redemption proceeds in a comparable security and issuer or at an effective rate as high as that of the NCDs.

The Issuers may redeem the NCDs as a result of certain changes in tax laws.

In the event any of the Issuers is required to pay certain additional amounts as a result of certain changes in tax law, the applicable Issuer may, subject to certain exceptions, redeem the NCDs in whole or in part at a redemption price equal to 100.0% of the principal amount, plus accrued and unpaid interest (where no NCDs are Initial Investor NCDs). Similarly, where any NCDs are Initial Investor NCDs, any of the Issuers may, subject to certain exceptions, redeem its particular series of NCDs, in whole or in part, in relation solely to the Initial Investor NCDs to be redeemed, at a redemption price to be determined by the Initial Investor, plus accrued and unpaid interest, if any, upon the occurrence of certain changes in applicable tax law.

The rights of holders to receive payments under the NCDs is junior to any tax and other liabilities of the Issuers that are preferred by law.

The NCDs will rank subordinated to certain liabilities preferred by law, such as claims of the Government on account of taxes, and certain liabilities incurred in the ordinary course of an Issuer's business. In particular, in the event of bankruptcy, liquidation or winding-up, the applicable Issuer's assets will be available to pay obligations on the NCDs only after all of the tax liabilities and other liabilities which rank senior to the NCDs have been paid. In the event of bankruptcy, liquidation or winding-up, there may not be sufficient assets remaining, after paying amounts relating to these proceedings, to pay amounts due on the NCDs. Creditor initiated corporate insolvency in India is governed by the Insolvency and Bankruptcy Code 2016, as amended (the "Code"), which offers a uniform, comprehensive insolvency legislation encompassing all companies, partnerships and individuals (other than financial firms). The Code enables a creditor to file a corporate insolvency and resolution petition ("CIRP") against a debtor, including on default in payment of debt by the debtor. If the CIRP is admitted by the National Company Law Tribunal against an Issuer or a security provided, the declaration of a moratorium by the adjudicating authority until completion of the corporate insolvency resolution process under the Code will prohibit the creation of encumbrance, disposal of assets of such Issuer or security provider, any action to enforce the security interest of such Issuer or security provider as well as the institution or continuation of legal proceedings against such Issuer or security provider. In addition, if an invocation and realization of security interest is sought in respect of such Issuer or security provider against which a CIRP has been admitted, such claim will also be subordinated to certain payments, including certain liabilities preferred by law such as workmen's dues, wages to employees, government dues and certain other liabilities. If pursuant to a change in the shareholders of an Issuer, such Issuer is considered as a 'related party' creditor of the Issuers within the meaning of the Code, it will not be able to participate in the meetings of the committee of creditors of the Issuers in respect of which CIRP has been initiated unless there are no other 'financial creditors' of such Issuers within the meaning of the Code.

Further, under section 281 of the (Indian) Income Tax Act, 1961 ("IT Act"), a charge or pledge created by a person over certain types of assets (including plant, machinery and shares) shall be void as against any claim in respect of any tax or other sum payable by such person under any proceedings or claims under the IT Act which were pending at the time of creation of the charge, unless the permission of the relevant tax authorities is obtained prior to the creation of the charge. Though the Issuers and Guarantors will apply for permission under section 281 of the IT Act prior to execution of the Collateral Documents, such permission of relevant tax authorities may not be received under section 281 of the IT Act prior to the execution of the Collateral Documents in connection with the NCDs and Guarantees, and the charge so created shall be void as against any claim in respect of any tax or other sum payable as a result of the completion of any proceedings which are either pending under the IT Act at the time of execution of the Collateral Documents or which have been completed but no notice has been served in respect of such proceedings under the IT Act. Similarly, under Section 81 of the Central Goods and Services Act, 2017, and the corresponding sections of the state goods and services act, any security created by a person shall be void as against any claim in respect of any tax or other sum due and payable under the relevant goods and services act at the time of creation of security, unless it can be demonstrated that the security created on the assets was created for adequate consideration, in good faith and without notice of such proceedings or claims under the relevant Act pending at the time of creation of the security or were not with the intention to defraud the government.

Further, under the Rajasthan Land Revenue (Allotment of Land for Setting up of Power Plant based on Renewable Energy) Rules, 2007, any security interest created over revenue land in Rajasthan is subject to a first charge of the Government of Rajasthan. Accordingly, the Collateral created by ReNew Wind Energy (AP 3) Private Limited over its immovable property in Rajasthan will be subject to such first charge.

Remittance of funds outside India pursuant to indemnification by the Issuers and Parent Guarantor in relation to the NCDs requires prior RBI approval.

Remittance of funds outside India by the Issuers and Parent Guarantor pursuant to indemnity clauses under the Debenture Trust Deeds or any other agreements in relation to the NCDs requires prior RBI approval under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. Any approval, if and when required, for the remittance of funds outside India is at the discretion of the RBI and the Issuers can provide no assurance that we will be able to obtain such approval.

The NCDs are subject to selling restrictions and may be transferred only to a limited pool of investors.

The NCDs can only be issued to and held by offshore investors who are registered as foreign portfolio investor with the Securities and Exchange Board of India (as further set out in the section headed "*Plan of Distribution*") and domestic investors in India. Further, the RBI regulations governing VRR restrict allow the transfer of NCDs only to other foreign portfolio investors which shall comply with the VRR guidelines, during the retention period. Therefore, the NCDs can only be transferred to a limited group of investors resulting in restricted liquidity of the NCDs.

The security over certain Collateral may in certain circumstances be voidable.

The Collateral securing the NCDs and the Guarantees issued by the Guarantors may be voidable under insolvency, bankruptcy, fraudulent transfer or similar provisions the applicable laws of certain jurisdictions, if and to the extent applicable. If the Security were to be voided for any reason, the Holders of the NCDs would have only an unsecured claim against the Issuers and the Guarantors. Under Indian law, the Security granted by any of the Issuers and Guarantors may be considered invalid if, in the event of winding up, it is proved that such Issuer and Guarantor had created a floating charge over the Collateral within twelve months immediately preceding the commencement of winding up.

The interests of the Issuers' principal shareholder may conflict with investors' interests.

The Issuers' principal shareholder's interest may, in certain circumstances, conflict with investors' interests as Holders of NCDs and may have the consequence of increasing the financial risk of holding the NCDs. For example, the Issuers' principal shareholders could cause the Issuers to incur additional indebtedness as permitted under the Debenture Trust Deed. Incurring additional indebtedness would increase the Restricted Group's debt service obligations, which could materially adversely affect the value of investors' investment in the NCDs.

If the Issuers are unable to comply with the restrictions and covenants of their respective Debenture Trust Deeds, other existing debt agreements, or any debt agreements the Issuers enter into in the future, there could be a default under the terms of their respective Debenture Trust Deeds, other existing debt agreements or such future debt agreements, which could cause repayment of its debt to be accelerated.

If the Issuers or any member of the Restricted Group are unable to comply with the restrictions and covenants in their Debenture Trust Deeds, or future debt obligations and other existing agreements, there could be a default under the terms of these agreements. In the event of a default under these agreements, the holders of the debt could accelerate repayment of the debt and declare all outstanding amounts due and payable or terminate the agreements, as the case may be. Furthermore, the Issuers' debt agreements contain cross-acceleration provisions. As a result, the Issuers' default under one debt agreement may cause the acceleration of repayment of not only such debt but also other debt, or result in a default under its other debt agreements, including the Debenture Trust Deeds. If any of these events occur, the Issuers cannot assure investors that their assets and cash flows would be sufficient to repay in full all of its indebtedness, or that they would be able to find alternative financing. Even if the Issuers could obtain alternative financing, they cannot assure investors that they would be on terms that are favorable or acceptable to them.

There are interest rate risks on an investment in the NCDs.

Investment in fixed rate instruments such as the NCDs involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate instruments. The extent of a fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation, are likely to have a negative effect on the price of the NCDs.

The Debenture Trustees may request that the Holders of the NCDs provide an indemnity and/or security and/or prefunding to their satisfaction.

Pursuant to the Debenture Trust Deeds, the Debenture Trustees may, in certain circumstances, request the Holders of the NCDs to provide an indemnity and/or security and/or prefunding to their satisfaction before they take any action on behalf of the Holders of the NCDs. The Debenture Trustees shall not be obliged to take any such actions if not indemnified and/or secured and/or pre-funded to their satisfaction. Negotiating and agreeing to any indemnity and/or security and/or prefunding can be a lengthy process and may have an impact on when such actions can be taken.

USE OF PROCEEDS

The net proceeds of this offering are expected to be approximately Rs.[●] million, after deducting any issuance discount and estimated offering expenses.

Subject to compliance with applicable laws and regulations, the Issuers intend to use the net proceeds of this offering along with cash and cash equivalents as on the Original Issuance Date (i) to invest in Initial Parent Guarantor Loans of Rs. 7,500 million; (ii) to refinance existing debt of the Restricted Group; (iii) for on-lending to the Parent Company and/or one or more of its group companies, which amounts will be utilized by the Parent Company and each such group company(ies) (as applicable) for capital expenditure (including to make payments on account of purchase of capital goods) and/or for the refinancing of its existing debt; and/or (iv) for any other purpose(s) permitted by applicable law.

Pending the application of the proceeds as described above, the Issuers may invest the net proceeds in such instruments as may be permitted under applicable law and the Debenture Trust Deeds.

CAPITALIZATION

The following tables set forth the consolidated cash and bank balances and capitalization of the Group as at March 31, 2020 and the combined cash and bank balances and capitalization of the Restricted Group as at June 30, 2020, in each case:

- on an actual basis; and
- as adjusted to give effect to the issuance of the NCDs and the intended use of proceeds of this offering.

You should read the following table together with "*Summary—Recent Developments*", "*Use of Proceeds*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the financial statements and the related notes included elsewhere in this offering memorandum.

The Group

	As at March 31, 2020			
	Actual		**As Adjusted(8)**	
	(Rs. in millions)	**(US$ in millions)(3)**	**(Rs. in millions)**	**(US$ in millions)(3)**
Cash and cash equivalents	13,089	173	20,700(7)	274(7)
Bank balances other than cash and cash equivalents	31,203	413	31,203	413
Total	**44,292**	**586**	**51,903**	**687**
Debt:				
Short-term borrowings:				
Working capital term loan (secured)	5,630	75	4,400(4)	58(4)
Loan from bank (secured)	1,229	16	1,229	16
Acceptances (secured)	603	8	603	8
Loans from body corporate (unsecured)	43	1	43	1
Buyer's / supplier's credit (secured)	4,496	60	4,496	60
Loans from related party (unsecured)	190	3	190	3
Total short-term borrowings (a)	**12,191**	**161**	**10,961**	**145**
Long-term borrowings(1) (b)	343,536	4,549	327,831(5)(6)	4,341(5)(6)
NCDs offered hereby (c)	-	-	24,546(8)	325(8)
Total borrowings (a) + (b) + (c)	**355,727**	**4,710**	**363,338**	**4,811**
Total equity	**71,094**	**941**	**71,094**	**941**
Total capitalization(2)	**426,821**	**5,651**	**434,432**	**5,752**

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(1) Includes current maturities of long term borrowings. The above amounts do not include lease liability disclosed as a separate line item on the face of balance sheet. The Group has adopted Ind AS 116 Leases, a new accounting standard which replaced the existing lease standard and became mandatory for reporting periods beginning on or after April 1, 2019. Further, as per option available under Ind AS 116, the Group has disclosed lease liability as a separate line item on the face of balance sheet.

(2) Total capitalization equals total borrowings plus total equity.

(3) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

(4) Adjusted for repayment of Working capital term loan (secured) of ReNew Wind Energy (AP) Private Limited for Rs.1,230 million.

(5) Adjusted for repayment of long-term borrowings comprising term loan from bank (secured) of ReNew Wind Energy (AP) Private Limited for Rs.913 million, Tarun Kiran Bhoomi Private Limited for Rs.865 million, Bhumi Prakash Private Limited for Rs.831 million, ReNew Wind Energy (Maharashtra) Private Limited for Rs.767 million, Bidwal ReNewable Private Limited for Rs.702 million, ReNew Wind Energy (MP Three) Private Limited for Rs.601 million, ReNew Wind Energy (Rajasthan Four) Private Limited for Rs.548 million and Pugalur ReNewable Private Limited for Rs.492 million.

(6) Adjusted for repayment of long-term borrowings comprising term loan from financial institutions (secured) of Zemira ReNewable Energy Limited for Rs.3,063 million, Pugalur ReNewable Private Limited for Rs.2,703 million, Bidwal ReNewable Private Limited for Rs.1,768 million, ReNew Wind Energy (AP 3) Private Limited for Rs.1,662 million, Shruti Power Projects Private Limited for Rs.448 million, ReNew Wind Energy (MP Three) Private Limited for Rs.76 million, ReNew Wind Energy (Maharashtra) Private Limited for Rs.72 million, Bhumi Prakash Private Limited for Rs.71 million, ReNew Wind Energy (Rajasthan Four) Private Limited for Rs.69 million and Tarun Kiran Bhoomi Private Limited for Rs.54 million.

(7) Assumes addition to Cash and cash equivalents after taking into account the repayments explained in (4), (5) and (6) above.

(8) Adjusted for the assumed principal amount of NCDs based on the Rs.24,546 million equivalent of US$325 million, using the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Except for the foregoing, there has been no material change to the Group's consolidated capitalization since March 31, 2020.

The Restricted Group

	As at June 30, 2020			
	Actual		**As Adjusted(8)**	
	(Rs. in millions)	**(US$ in millions)(3)**	**(Rs. in millions)**	**(US$ in millions)(3)**
Cash and cash equivalents	594	8	8,205(7)	109(7)
Bank balances other than cash and cash equivalents	1,772	23	1,772	23
Total	**2,366**	**31**	**9,977**	**132**
Debt:				
Short-term borrowings:				
Working capital term loan (secured)	1,230	16	-(4)	-(4)
Loan from bank (secured)	-	-	-	-
Acceptances (secured)	-	-	-	-
Loans from body corporate (unsecured)	-	-	-	-
Buyer's/Supplier's credit (secured)	-	-	-	-
Loans from related party (unsecured)	3,777	50	3,777	50
Total short-term borrowings (a)	**5,007**	**66**	**3,777**	**50**
Long-term borrowings(1) (b)	15,906	211	201(5)(6)	3(5)(6)
NCDs offered hereby (c)	-	-	24,546(8)	325(8)
Total borrowings (a) + (b) + (c)	**20,913**	**277**	**28,524**	**378**
Total equity	**4,802**	**64**	**4,802**	**64**
Total capitalization(2)	**25,715**	**340**	**33,326**	**441**

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(1) Includes current maturities of long term borrowings. The above amounts do not include lease liability disclosed as a separate line item on the face of balance sheet. The entities forming part of Restricted Group have adopted Ind AS 116 Leases, a new accounting standard which replaced the existing lease standard and became mandatory for reporting periods beginning on or after April 1, 2019. Further, as per option available under Ind AS 116, the Restricted Group has disclosed lease liability as a separate line item on the face of balance sheet.

(2) Total capitalization equals total borrowings plus total equity.

(3) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Restricted Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

(4) Adjusted for repayment of Working capital term loan (secured) of ReNew Wind Energy (AP) Private Limited for Rs.1,230 million.

(5) Adjusted for repayment of long-term borrowings comprising term loan from bank (secured) of ReNew Wind Energy (AP) Private Limited for Rs.913 million, Tarun Kiran Bhoomi Private Limited for Rs.865 million, Bhumi Prakash Private Limited for Rs.831 million, ReNew Wind Energy (Maharashtra) Private Limited for Rs.767 million, Bidwal ReNewable Private Limited for Rs.702 million, ReNew Wind Energy (MP Three) Private Limited for Rs.601 million, ReNew Wind Energy (Rajasthan Four) Private Limited for Rs.548 million and Pugalur ReNewable Private Limited for Rs.492 million.

(6) Adjusted for repayment of long-term borrowings comprising term loan from financial institutions (secured) of Zemira ReNewable Energy Limited for Rs.3,063 million, Pugalur ReNewable Private Limited for Rs.2,703 million, Bidwal ReNewable Private Limited for Rs.1,768 million, ReNew Wind Energy (AP 3) Private Limited for Rs.1,662 million, Shruti Power Projects Private Limited for Rs.448 million, ReNew Wind Energy (MP Three) Private Limited for Rs.76 million, ReNew Wind Energy (Maharashtra) Private Limited for Rs.72 million, Bhumi Prakash Private Limited for Rs.71 million, ReNew Wind Energy (Rajasthan Four) Private Limited for Rs.69 million and Tarun Kiran Bhoomi Private Limited for Rs.54 million.

(7) Assumes addition to Cash and cash equivalents after taking into account the repayments explained in (4), (5) and (6) above.

(8) Adjusted for the assumed principal amount of NCDs based on the Rs.24,546 million equivalent of US$325 million, using the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Except for the foregoing, there has been no material change to the Restricted Group's capitalization since June 30, 2020.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion is derived from the audited consolidated financial statements of the Group as at and for the years ended March 31, 2019 and 2020 which have been prepared in accordance with Ind AS, the audited special purpose combined financial statements of the Restricted Group as at and for the years ended March 31, 2018, 2019 and 2020 which have been prepared in accordance with recognition, measurement, presentation and disclosure principles specified in Ind AS notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note and the unaudited special purpose interim combined financial statements of the Restricted Group three months ended June 30, 2019 and 2020 which have been prepared in accordance with recognition and measurement principles of Ind AS 34 notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note and included elsewhere in this offering memorandum, and should be read in conjunction with, and is qualified in its entirety by reference to, such financial statements. The Group's financial information as at and for the year ended March 31, 2018 have been derived from the comparative amounts as presented in the audited consolidated financial statements of the Group as at and for the year ended March 31, 2019.

Ind AS differs from IFRS and accounting principles generally accepted in the United States. For a discussion of certain significant differences between Ind AS and IFRS, see "Description of Certain Differences Between Ind AS and IFRS".

This discussion contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those discussed in or implied by any of the forward-looking statements as a result of various factors, including those listed under "Risk Factors" and "Forward-Looking Statements".

Overview

We are the largest renewable energy IPP in India in terms of operating capacity, according to the CRISIL Report. As at August 31, 2020, we had a total capacity of approximately 10.16 GW, comprising wind and solar projects with a total operational capacity of 5.43 GW and 4.73 GW of capacity under development. We develop, build, own and operate utility scale wind and solar energy projects as well as distributed solar energy projects that generate energy for commercial and industrial customers.

We have a strong track record of organic and inorganic growth having nearly doubled our operational capacity in each of the years ended March 31, 2018 and 2019. We have achieved a market leading position in the Indian renewable energy industry against the backdrop of the GoI's policies to promote the growth of the industry. We have a robust balance sheet and demonstrated access to diversified pools of capital from Indian and international investors, lenders and other capital providers. We are a professionally managed company and our senior management led by our Chairman and Managing Director, Sumant Sinha, has extensive experience across our operational and strategic focus areas.

We were founded in 2011 and commenced operations in 2012 with our first project which had a capacity of 25.20 MW and is located in Jasdan, Gujarat. We achieved our initial 100 MW of installed capacity in March 2013, and developed our first 50 MW group captive consumer project in May 2013. In July 2014, we developed our first distributed solar project of 300 kWp and we commissioned our first utility scale solar project with a capacity of 50 MW in June 2015. We increased our operational capacity from 545.76 MW as at March 31, 2015 to 986.90 MW as at March 31, 2016 and became the first Indian renewable energy IPP to exceed 1 GW of operational capacity in April 2016. We then doubled our operational capacity to 1.99 GW as at March 31, 2017 and again more than doubled it to 4.56 GW as at March 31, 2019 and 5.43 GW as at August 31, 2020. Our growth in operational capacity has been contributed to by our acquisitions of KCT and its portfolio of 103.10 MW of wind energy projects in November 2017, and our acquisition of Ostro Energy and its portfolio of 1,108.10 MW of wind and solar energy projects in March 2018 of which 858.10 MW of projects were operational.

As at August 31, 2020, our portfolio of projects comprised:

- 5,326 MW operational utility scale projects, 4,714 MW under development utility scale projects including RTC/peakpower projects and 125 MW distributed solar projects with a combined capacity of 10.16 GW, comprising:
    - 3,245 MW operational and 696 MW under development wind energy projects with a total capacity of 3,941 MW;
    - 2,081 MW operational and 2,315 MW under development solar energy projects with a total capacity of 4,396 MW;
    - 106 MW operational and 19 MW under development distributed solar projects with a total capacity of 125 MW; and
    - 1,703 MW under development RTC/peakpower projects.

The table below shows the operational capacity and under development capacity of our wind and utility scale solar projects as at August 31, 2020:

Particulars	**Operational Capacity (MW)**	**Under Development Capacity (MW)**
Utility scale wind	3,245	696
Utility scale solar	2,081	2,315
Distributed solar	106	19
Utility scale RTC/PeakPower	-	1,703
Total	**5,432**	**4,733**

Our utility scale wind and solar energy projects were spread over nine states across India with no single state accounting for more than 31% of our total utility scale capacity as at August 31, 2020. Our portfolio as a whole provides a diversified balance of wind and solar projects. Our offtakers include a mix of public utilities and private companies with no single state off-taker accounting for more than 11% of our total capacity. Central offtakers account for over 48% of our total capacity.

We have strong project execution and operational capabilities, including EPC and O&M capabilities, through a combination of internally developed and outsourced expertise. We have on-going relationships with a number of OEMs and believe that our market position, business reputation and credit history have resulted in our becoming a preferred IPP customer for several of these OEMs.

We have demonstrated our ability to access diversified pools of Indian and international capital, including equity, project finance and corporate debt, from a broad cross-section of investors, lenders and other capital providers. Our equity investors include private equity, sovereign wealth and pension funds as well as renewables and infrastructure-focused investors. These institutional equity investors have invested a total of Rs.87,869.14 million in the Company in various tranches over the years, with the most recent investment occurring in June 2019.

Our capital structure is also complemented by a range of debt and project financing instruments from multiple Indian and international lenders which help us optimize our return on the over US$1.4 billion of equity capital we have raised to date.

The following table sets forth certain financial information for the Group for the periods indicated:

	For the year ended March 31,			
	2018	**2019**	**2020**	**2020**
	(Rs. in millions)			**(US$ in millions)[1]**
Total income	27,795	47,902	53,217	705
EBITDA	23,067	41,612	44,704	592
Profit/(Loss) for the year	520	1,030	(5,026)	(67)

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Significant Factors Affecting the Group's Results of Operations

Significant Growth

The Group commenced operations in 2012 and its first project had a 25.20 MW capacity in Jasdan, Gujarat. The Group's operational capacity and revenue from the sale of power has increased significantly in the years ended March 31, 2018, 2019 and 2020 as a result of the organic and inorganic expansion of the Group's project portfolio. The Group increased its operational capacity from 545.76 MW as at March 31, 2015 to 986.90 MW as at March 31, 2016. The Group then doubled operational capacity to 1.99 GW as at March 31, 2017 and further nearly doubled it to 3.92 GW as at March 31, 2018. As at August 31, 2020, the Group had wind and solar projects with a total operational capacity of 5.43 GW and 4.73 GW of projects under development.

The table below sets forth additions to the Group's operational capacity in the years indicated:

	Additions in Operating Capacity (MW)(1)					
	As at March 31, 2018		**As at March 31, 2019**		**As at August 31, 2020**	
	Organic Growth	**Acquisitions(1)**	**Organic Growth**	**Acquisitions(1)**	**Organic Growth**	**Acquisitions**
Utility scale wind..............................	286.90	851.20	26.10	286.00	295.50	-
Utility scale solar..............................	649.00	110.00	300.00	-	540	-
Distributed solar..............................	34.31	-	29.47	-	34.5	-
Total operating capacity..................		**3,921.31**		**4,562.85**		**5,431**

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(1) Acquisitions are included under the operational capacity in the year of acquisition.

On November 15, 2017, the Group completed the acquisition of KCT, which had a portfolio of wind energy projects with an aggregate operational capacity of 103.10 MW. For the year ended March 31, 2018, KCT contributed (from November 15, 2017 to March 31, 2018) Rs.278 million towards the Group's consolidated revenue from operations. For the year ended March 31, 2017 and the period ended November 15, 2017 (at the time of acquisition), KCT generated revenue from operations of Rs.601 million and Rs.950 million, respectively, and profit for the period of Rs.67 million and Rs.408 million, respectively. On March 28, 2018, the Group completed the acquisition of Ostro Energy, which had a portfolio of overall capacity of 1,108.10 MW diversified across wind and solar energy projects. 858.10 MW of Ostro Energy's capacity was operational as at March 31, 2018 (748.10 MW and 110.00 MW of capacity, respectively). For the year ended March 31, 2018, Ostro Energy contributed (from March 28, 2018 to March 31, 2018) Rs.44 million towards the Group's consolidated revenue from operations. For the period ended March 28, 2018 (at the time of acquisition), Ostro Energy generated revenue from operations of Rs.6,314 million and loss for the period of Rs.300 million. The purchase consideration paid for acquisition of Ostro Energy was Rs.42,266 million and the debt at the time of acquisition, including committed undrawn debt was Rs.61,828 million.

The increased scale and production of the Group's project portfolio enables the Group to benefit from economies of scale and reduce the impact of project-specific risks. The Group (excluding the Restricted Group) expects to further increase its total operational capacity both organically and through acquisitions, and the Group's (excluding the Restricted Group) results of operations in future periods will be affected substantially by the extent to which it is able to do so.

Power Purchase Agreements and Tariffs

The majority of the Group's revenue is attributable to electricity sales, and therefore the Group's results of operations are also affected by the tariffs the Group is able to obtain for the electricity it sells. Almost all of the Group's generated power is sold under PPAs to DISCOMs, other government agencies (SECI/NTPC) and industrial and commercial consumers.

The Group's PPAs are generally structured in the following ways:

- *Feed-in tariffs*. PPAs with feed-in tariffs have an initial term generally of 25 years (with PPAs in certain states having terms of 13 or 20 years) with the tariffs fixed for the duration of the PPA by the relevant SERC. The power offtaker is generally required to purchase the electricity generated from the capacity contracted for and at the fixed tariff under the respective PPA. As at August 31, projects with PPAs structured on the basis of feed-in tariffs accounted for 25% of the Group's total capacity.

- *Bidding-based tariffs.* The renewable energy landscape in India has demonstrated a shift away from a feed-in tariff structure to an auction bidding structure. This uses a price discovery mechanism in which various generators bid and the lowest bid wins the contract. Due to the competitive bidding process, offtakers are increasingly able to procure electricity at lower prices. PPAs with bidding-based tariffs have an initial term of 25 years with the tariffs generally fixed for the entire duration of the PPA. As at August 31, 2020, projects with PPAs structured on the basis of bidding-based tariffs accounted for 70% of the Group's total capacity.

- *Bilaterally agreed tariffs.* Bilaterally agreed tariffs are provided for in PPAs with commercial and industrial customers (including group captive, open access and other third party consumers) and *for* distributed solar energy projects. These PPAs have an initial term ranging from 8 to 25 years. As at August 31, 2020, projects with PPAs structured on the basis of bilaterally agreed tariffs accounted for 5% of the Group's total capacity.

For further details of the PPAs, see "*Business—Power Purchase Agreements*". As per the policy of the GoI, most states in India have shifted to models based on competitive bidding (instead of feed-in tariffs) for awarding PPAs. A move towards competitive bidding generally lowers the tariffs that renewable energy generators receive under their PPAs. Although tariff rates vary from state to state, they have declined significantly for both solar and wind power.

The Group's results of operations are also impacted by the ability and willingness of its customers to fulfil their contractual obligations under the relevant PPA. In the past, the Group has experienced delays in the receipt of payments from DISCOMs, including in Maharashtra and Rajasthan. Non-payments or delays in payment under the Group's PPAs could negatively impact its results.

Utilization of power generation assets

The Group's results of operations also depend on the utilization of the Group's power generation assets, which largely depends on wind and solar resource availability, grid availability and equipment availability.

- *Wind and solar resource availability.* The Group's business operations and electricity sales are also impacted by seasonality and weather conditions. Weather conditions can have a significant effect on the Group's power generation activities, especially in relation to its wind energy projects. The profitability of the Group's wind and solar energy projects is directly correlated to wind and solar conditions at its project sites. Variations in wind conditions occur as a result of fluctuations in wind currents on a daily, monthly and seasonal basis and, over the long-term, as a result of more general changes in the climate. In particular, wind conditions are generally tied to the monsoon season in India and are impacted by the strength of each particular monsoon season. The monsoon season in India runs from May to September (high wind months) and the Group generates the majority of its annual wind production during this period. Unlike wind resources which are concentrated in specific regions and sensitive to the monsoon season, solar power generation is viable across India throughout most of the year as India ranks among the highest irradiation receiving countries in the world.

  The profitability of the Group's energy projects also depends on whether observed wind and solar conditions at the Group's project sites are consistent with assumptions made (based on long term averages of available resource data) during the project development phase. Actual wind conditions may not conform to the measured data in resource assessment studies. In addition, climatic conditions may be adversely affected by nearby objects (such as buildings, other large-scale structures or wind turbine generator systems) developed later by third parties. Furthermore, components of the Group's systems, such as solar module panels and inverters, could be damaged by severe weather conditions, such as hailstorms, tornadoes or lightning strikes or levels of pollution, dust and humidity.

- *Grid availability.* While the Group carefully evaluates evacuation infrastructure and grid availability as part of the Group's project evaluation process, the dispatch and transmission of the full output of the Group's renewable energy assets may be reduced due to transmission limitations or interruptions. These are caused by, among other things, the non-availability of the external grid, curtailment due to evacuation constraints, fluctuating voltages, stoppages ordered by government and local authorities, and force majeure events including natural disasters. The Group may have to stop producing electricity, or reduce production, during the periods when electricity transmission is curtailed due to grid congestion or other grid constraints. Transmission limitations affected the Group's results of operations during the years ended March 31, 2018, 2019 and 2020.

Forecasting and scheduling mechanisms have been introduced in certain states pursuant to the notification of forecasting and scheduling regulations by the concerned electricity regulators. Under these regulations IPPs are required to provide a schedule indicating the quantum of power intended to be dispatched from a relevant power project into the electricity grid a day in advance. In order to undertake the required forecasting and scheduling, the Company employs the services of a third party provider to implement the required forecasting and scheduling mechanism. The third party undertakes analysis and on behalf of the Company sends a forecast a day ahead to the relevant distribution company consisting of a forecast for dispatch of energy throughout the day divided into 96 blocks of 15 minutes each. The Company is required to supply power in accordance with this forecast. However, the regulations permit real time modification of the forecast for future time blocks. Forecasting and real time modifications are carried out on the basis of factors such as plant availability and historical weather data.

If the actual supply of power deviates beyond the permitted range from the forecast submitted to the relevant distribution company, the IPP may be required to pay penalties in accordance with the relevant regulations. The ability to carry out modifications considerably reduces the likelihood of deviations and consequent penalties. Penalties are levied on the basis of monthly reconciliations conducted under the applicable regulations.

- *Equipment availability*. The number and length of planned outages undertaken in order to perform necessary inspections and testing to comply with industry regulations and to permit the Group to carry out any maintenance activities, can also affect the Group's operating results. When possible, the Group seeks to schedule the timing of planned outages to coincide with periods of relatively low wind months at the relevant project site. Likewise, unplanned outages caused by equipment malfunction, mechanical failure or damage to evacuation infrastructure, for example, may be only partly covered by insurance and can negatively affect the Group's operating results. The Group seeks to pre-emptively conduct maintenance on its equipment so as to enable the Group's projects to perform at the desired levels. The Group seeks to mitigate the risks of equipment failure by monitoring the performance of the Group's wind and solar energy projects from a central site, the ReNew Power Diagnostics Centre, on a continuous basis, reviewing real time data on actual energy generation at each site and addressing any anomalies.

Project costs and capital expenditure

The Group's capital expenditure requirements comprise the development costs of the Group's projects, including turbine purchase and installation costs, purchase of solar module panels and balance of plant components, labor costs, consultation and professional fees, interest accrued during construction and other project development costs, which include resource assessments, the cost to obtain permits and licenses and legal costs. Costs associated with repairs and maintenance of the Group's projects which add to their useful lives are also included in the Group's capital expenditure, while other operation and maintenance expenses are recorded in the Group's statement of profit and loss as other expenses in the period when they were incurred. Projects under construction as at the balance sheet date are shown as capital work in progress and are capitalized into the carrying amount of property, plant and equipment when the projects are ready for use. For the years ended March 31, 2018, 2019 and 2020, the capitalization of capital work in progress was Rs.60,002 million, Rs.35,756 million and Rs.47,373 million, respectively. Depreciation is calculated to write off the cost of property, plant and equipment, less their estimated residual value, if any, using a straight-line method over their estimated useful life. For the years ended March 31, 2018, 2019 and 2020, the Group's depreciation expenses for property, plant and equipment amounted to Rs.7,017 million, Rs.11,341 million and Rs.13,432, respectively.

The prices of wind turbines, solar module panels and other equipment for the Group's projects have a direct impact on its results of operations through finance costs and depreciation expenses. Due to the rapid expansion of wind turbine and solar panel technology, increasing competition and a significant decrease in input costs resulting from increased economies of scale and decreasing raw material costs, the market prices of wind turbines and solar module panels have generally declined in recent years. However, other factors may cause the prices of such equipment to increase. For example, there is a possibility that anti-dumping duties and safeguard duties will be imposed on the equipment the Group imports. The GoI is considering imposing higher import duties (including anti-dumping and safeguard duties) on solar module panels imported from China and certain other countries. Having higher duties imposed on the Group's imported equipment will cause the price of such equipment to increase. For example, the GoI issued a notification providing for levy of safeguard duties on import of solar module panels from countries including China. Pursuant to this notification, the Group is liable to bear additional safeguard duties for any projects for which the Group imports solar modules from such countries. While the imposition of duty has been challenged by us before the Madras High Court, the impact of this duty is mitigated by the 'change in law' provisions under the Group's signed PPA. For further details see "*Risk Factors—Risks Relating to the Group's Business—Restrictions on solar equipment imports may increase our business costs*" and "*Business—Legal Proceedings*". The implementation of GST from July 1, 2017 has led to increases in tax rates on equipment used in the Group's wind and solar energy projects which also increases the Group's equipment costs. See "*Risk Factors—Risks Relating to the Group's Business—Our PPAs expose us to several risks including those associated with cost overruns and delays*". The Group seeks to manage equipment costs by having a diversified base of OEM vendors to protect the Group from over-reliance on any one vendor, and by utilizing its scale of operations to negotiate favorable terms with the Group's OEM vendors.

Operation and maintenance expenses

The Group contracts with wind turbine suppliers for the provision of comprehensive operation and maintenance services for its wind energy projects. The operation and maintenance services for the Group's utility scale solar projects are generally performed by the Group's in-house team and the services for its distributed solar projects are performed by third parties. Where the Group has outsourced operation and maintenance services, the Group proactively monitors vendor performance to ensure that projects are performing at expected generation levels. For the years ended March 31, 2018, 2019 and 2020, the Group's operation and maintenance expenses were Rs.1,600 million, Rs.2,667 million and Rs.3,488 million, respectively, which represented 6%, 6% and 7% of the Group's revenue from operations for the respective period. O&M expenses in typical solar and wind energy projects range from Rs.0.25 million to Rs.0.8 million per MW and Rs.0.7 million to Rs.1.2 million per MW, respectively, and typically escalate at a rate of 5% per annum. The Group's large project portfolio in existing states creates a homogeneous spread of operations thereby resulting in a more contiguous and efficient operation and maintenance coverage. Substantially all of the capacity under development through the Group's new utility scale projects is in the states where the Group is already present. This also enables the Group to negotiate more favorable terms from a diversified basis of operation and maintenance service providers.

Financing Requirements

The Group operates in a capital-intensive industry. As a result, the Group's ability to access cost-effective financing is crucial to its business. Since the Group's founding, the Group has had the ability to access diversified pools of Indian and international capital, including equity, project finance and corporate debt, from a broad cross-section of investors, lenders and other capital providers. The Group's equity investors include private equity, sovereign wealth and pension funds as well as renewables- and infrastructure-focused investors. The Group's institutional equity investors have invested a total of Rs.87,869.14 million in the Company in various tranches over the years, with the most recent investment in June 2019. The Group also has access to a range of project finance and debt instruments from multiple Indian and international lenders. The Group's debt financing framework includes new financing (term loans, letters of credit and buyer's credits) and refinancing instruments. The Group raised US$475 million Rupee-denominated "NCDs" in February 2017. In March 2019, September 2019, October 2019 and January 2020, we raised US$435 million, US$300 million, US$90 million and US$450 million, respectively, of U.S. dollar-denominated bonds.

The Group's ability to access diversified pools of capital has enabled the Group to raise finance and refinance its projects regularly and on competitive terms to maximize its capital efficiency. The Group believes that it has, to date, benefitted from a well-balanced mix of equity, corporate debt and project financing, as well as a relatively low interest rate environment, that have contributed to the rapid growth of the Group's business. While the Group expects to fund the construction and development of its projects with a combination of cash flows from operations, debt financings and equity financings, the Group's ability to arrange for such financing remains subject to various factors, including those affecting the macro-economic environment. Furthermore, the Group's ability to meet its payment obligations under its outstanding debt depends on the Group's ability to generate significant cash flows in the future, which, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors that are beyond the Group's control.

The Group seeks to maintain a careful balance between the Group's exposure to fixed and floating interest rate instruments. The level of the Group's borrowings and its ability to obtain additional borrowings on the existing terms as well as any interest rate fluctuations and other borrowing costs, have had and will continue to have a material effect on the Group's finance costs and consequently, the Group's results of operations and financial condition. The Group's finance costs for the years ended March 31, 2018, 2019 and 2020 were Rs.15,102 million, Rs.26,811 million, and Rs.33,542 million, respectively. As at March 31, 2020, the Group had Rs. 355,727 million of total borrowings, comprising long-term borrowings, short-term borrowings and current maturities of long term borrowings. The Group's weighted average interest cost of borrowings (excluding letters of credit and buyer's credit) for the years ended March 31, 2018, 2019 and 2020 was 10.3%, 10.4%, and 9.94%, respectively. Rising interest rates could adversely affect the Group's ability to secure financing on favorable terms and the Group's cost of borrowings could, as a result, increase. The Group intends to regularly refinance its operational projects to extend repayment tenors, enhance borrowing limits and reduce the Group's overall debt service requirements. Also see "*Risk Factors—Risks Relating to the Group's Business—Implementing our growth strategy requires significant capital expenditure and will depend on our ability to maintain our access to multiple funding sources on acceptable terms*".

The Restricted Group does not have any material indebtedness that matures prior to the stated maturity of the NCDs, other than scheduled amortization. For further information on the indebtedness of the Restricted Group, see "*Description of Other Indebtedness.*"

Government Policies and Initiatives

In order to boost wind based capacity additions, the central government is in the process of formulating certain policies and initiatives which are as discussed below. However, we believe that the impact of each of these steps is expected to have an influence on the market only over the medium-term.

1. *Introduction to Renewable Energy Act*

The central government has released the draft Renewable Energy Act in July 2015 to address various issues limiting the growth potential of renewable energy sector. The Act is in the consultation stage and would be proposed in the parliament once other amendments and legislations (Under National Tariff Policy 2006 and Electricity Act 2003) to facilitate the implementation of the Act are also identified and implemented.

The Act aims to boost demand for renewable energy by creating a mandatory national level RPO targets with provision for penalties on DISCOMs/states in case of non/under compliance. In addition, it envisages timely provisioning of infrastructure, payment security mechanisms and other steps to improve operations for developers.

#	Core Products Under RE Act	Implications
1	Proposal for mandatory and enforceable national level RPO targets for all the states	• Increase in the RPO targets of the state • Rise in national level compliance of RPO markets
2	Formulation of guidelines for states and at the central level	• Rise in ordering from other obligated entities (e.g. captive power plant and other open access consumers)
3	For RPO compliance the states can buy the renewable energy from plant located anywhere in India and no open access charges	• Better utilization of most appropriate location for RE in India • Major industrial load of DISCOMs could drop
4	Renewable energy generates to be granted access/ availability to the grid within 30 days from the date of application or commencement of the generation	• Ease of availability of transmission infrastructure and preventing DISCOMs for backing down renewable generation
5	Energy billing and accounting for the unit generated not pumped into the grid (Deemed Generation) due the transmission constraints	
6	Payment securing mechanism through a nation Green energy fund	• Secured and timely payment to RE generator
7	Creation of state level energy fund with support from NCEF	• Returns of RE developers are likely to remain subdued
8	Competitive bidding for RE	
9	Mandatory Renewable Generation Obligation (RGO) of minimum 10 percent to thermal generating stations	• Gencos can sell bundled power, reducing cost shock to DISCOMs

2. *National Wind-solar Hybrid Policy*

Ministry of New and Renewable Energy ("MNRE") issued the National Wind-Solar Hybrid Policy in May 2018. The policy provides a framework for promotion of large grid connected wind-solar PV hybrid system for efficient utilization of transmission infrastructure and land. The policy also focuses at reducing the variability in renewable power generation and achieving better grid stability. Moreover, it aims to encourage new technologies, methods and wayouts involving combined operation of wind and solar PV plants.

The policy provides for procurement of power from a hybrid project on tariff based transparent bidding process. It stipulates that all fiscal and financial incentives available to wind and solar power projects would also be made available to such projects. Further the policy allows addition of battery storage in hybrid projects so as to reduce variability of output power and provide higher energy output.

3. *Setting up Capacities under off shore Wind Energy Model*

In 2014, MNRE signed a memorandum of understanding for setting up a joint venture company, for first demonstration of off shore wind energy project. The company would be a joint venture of PSUs ranging from MNRE, NTPC, PGCIL, IREDA, PFC, PTC, and GPCL.

Post that, the government has taken multiple steps in the right direction to attract investments.

Few of the key initiatives to promote offshore industry are as given below:

In October 2015, MNRE has released the national offshore wind energy policy, which provided guidelines for allocation of wind energy in India. In fact, the National institute of wind energy ("NIWE") is authorized as the nodal agency for the development of off shore wind energy and initial studies carried out by the agency has indicated wind energy potential on the coasts of Gujarat and Tamil Nadu.

While there have been concerted efforts by the government to promote this new technology, there has been strong efforts from the private groups too to enter in the wind energy market. In fact a project funded by European Union, titled First Offshore Wind Project of India ("FOWPI"), aims at supporting MNRE by providing technical assistance in preliminary implementation of first off-shore wind farm project of India.

FOWPI will undertake works such as coastal surveys, environment approvals, transmission and power evacuation schemes, designing, monitoring and other technical requirements.

Further, in the third quarter of the year ended March 31, 2018, MNRE came out with the draft norms for wind energy blocks to be identified for the off shore projects. As per the norms allocations of wind energy blocks needs to be done under the international competitive bid.

Critical Accounting Policies for the Most Recent Reported Financial Period

The Group's critical accounting policies are those that the Group believes are the most important to the portrayal of its financial condition and results of operations and that require its management's most difficult, subjective or complex judgements. In many cases, the accounting treatment of a particular transaction is specifically dictated by applicable accounting policies with no need for the application of the Group's judgement. In certain circumstances, however, the preparation of financial statements in conformity with applicable accounting policies requires management to make estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent assets and liabilities at the end of the reporting period. Actual results could differ from those estimates. The Group bases its estimates on historical experience and on various other assumptions that our management believes are reasonable under the circumstances. However, significant accounting estimates are reflective of significant judgements and uncertainties and are sufficiently sensitive to result in materially different results under different assumptions and conditions.

The Group's significant accounting policies are set out in its consolidated financial statements included elsewhere in this offering memorandum. The Group believes that the following accounting policies and estimates followed in the latest audited financial statements of the Group for the year ended March 31, 2020 are the most critical to aid in fully understanding and evaluating our reported financial results, and they require our management's most difficult, subjective or complex judgments, resulting from the need to make estimates about the effects of matters that are inherently uncertain. To the extent applicable or relevant, the Restricted Group applies the same accounting policies as the Group.

Revenue recognition

The Group recognises revenue from contracts with customers when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. The Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of power

The Group recognises income from supply of power on the supply of units generated from the plant to the grid, as per the terms of the PPA entered into with the customers. The Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Group considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction Price—Remaining Performance Obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Group expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Group has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity's performance completed to date.

Variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Group provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Group applies the most likely method.

Consideration payable to customers

In some PPAs, the Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from compensation for loss of revenue

The Group recognises income from compensation for loss of revenue after certainty of receipt of the same is established.

Dividend

The Group recognizes dividend income when the right to receive dividend is established by the reporting date.

Interest income

For all debt instruments measured either at amortized cost or at fair value through other comprehensive income, the Group records interest income using the effective interest rate ("EIR"). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortized cost of a financial liability. When calculating the effective interest rate, the Group estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but do not consider the expected credit losses. The Group includes interest income in finance income in the statement of profit and loss.

Government grants

The Group recognises government grants where there is reasonable assurance that the grants will be received and all attached conditions will be complied with. When the grants relate to an expense item, the Group recognises it as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grants relate to an asset, the Group recognises the income in equal amounts over the expected useful life of the related asset.

When the Group receives grants of non-monetary assets, the Group records the asset and the grant at fair value amounts and releases them to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset (i.e. by equal annual instalments).

The Group presents grants related to an expense item as other income in the statement of profit and loss. The Group recognises government grants of generation based incentive and sale of RECs as other income.

Generation based incentive

The Group recognises generation based incentive on the basis of supply of units generated by it to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid Interactive Wind Power Projects".

Property, plant and equipment

The Group states capital work-in-progress, plant and equipment in its balance sheet at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, the Group recognises its cost in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

On the transition date to Ind AS, the Group has elected to continue with the carrying value of all of its property, plant and equipment recognised as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Subsequent costs

The Group recognises the cost of replacing a part of an item of property, plant and equipment in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in the statement of profit and loss as and when incurred.

Gains or losses arising from de-recognition of property, plant and equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in the statement of profit and loss when the asset is derecognised.

Derecognition

The Group derecognises an item of property, plant and equipment and any significant part initially recognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of profit and loss when the asset is derecognised. The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each year ended March 31 and adjusted prospectively, if appropriate.

Depreciation and Amortization

Depreciation and impairment in value of tangible assets

The Group calculates depreciation on property, plant and equipment on a straight-line basis using the rates arrived at based on the useful lives estimated by the Group' management as follows:

Asset Category	**Useful Life**
Plant and equipment (solar and wind power projects)	25 years
Plant and equipment (others)	5-18 years
Office equipment	5 years
Furniture and fixture	10 years
Computers	3 years

Notes:

(1) Based on an external technical assessment, the Group' management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which the management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of the Companies Act, 2013.

(2) The Group reviews the residual values, useful lives and methods of depreciation of property, plant and equipment at each year ended March 31 and adjusted prospectively, if appropriate.

Taxes

Current income tax

The Group measures current income tax assets and liabilities at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. The Group recognises current income tax relating to items recognised outside profit or loss either in other comprehensive income or in equity. The Group' management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. The Group offsets current income tax assets and liabilities if a legally enforceable right exists to set off these.

Deferred tax

The Group provides for deferred tax using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

The Group recognises deferred tax liabilities for all taxable temporary differences, except (i) when the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and (ii) in respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

The Group recognises deferred tax assets for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. The Group recognises deferred tax assets to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised except (i) when the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and (ii) in respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised.

The Group reviews the carrying amount of deferred tax assets at each reporting date and reduce the amount to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. The Group re-assesses unrecognised deferred tax assets at each reporting date and recognises to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where the Group is entitled to a tax holiday under the Income Tax Act, the Group recognises no deferred tax (asset or liability) in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognised in the year in which the temporary differences originate. However, the Group restricts the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realised.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or equity). Deferred tax items are recognised in correlation to the underlying transaction either in other comprehensive or directly in equity. Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax

Minimum Alternate Tax ("MAT") paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Group will pay normal income tax. Accordingly, the Group recognises MAT as an asset in the balance sheet when it is probable that future economic benefit associated with it will flow to the Group.

Borrowing cost

Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The amount of borrowing costs capitalized in property, plant and equipment and capital work in progress in the years ended March 31, 2018, 2019 and 2020 was Rs.505 million, Rs.1,433 million and Rs.1,928 million, respectively. The rate used to determine the amount of borrowing costs eligible for capitalization was the effective interest rate (EIR) of the specific borrowing. The Group amortizes borrowing costs based on the EIR method over the term of the borrowing. The Group recognizes the EIR amortization under finance costs in the statement of profit or loss. The Group adds the amount amortized for the period from disbursement of borrowed funds up to the date of capitalization of the qualifying assets to the cost of the qualifying assets.

Fair value measurement of financial instruments

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either (i) in the principal market for the asset or liability, or (ii) in the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole (i) Level 1—Quoted (unadjusted) market prices in active markets for identical assets or liabilities; (ii) Level 2—Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable; and (iii) Level 3—Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

At each reporting date, the management of the Group analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

Leases

The Company assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

The Company applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Company recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets

The Company recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets (leasehold land and leasehold building) are depreciated on a straight-line basis over the lease term.

If ownership of the leased asset transfers to the Company at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.

The right-of-use assets are also subject to impairment. Refer to the accounting policies in section (m) Impairment of non-financial assets.

ii) Lease liabilities

At the commencement date of the lease, the Company recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses (unless they are incurred to produce inventories) in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Company uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Company applies the short-term lease recognition exemption to its short-term leases (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognised as expense on a straight-line basis over the lease term.

Measurement of EBITDA

The Group have elected to present earnings before interest, tax, depreciation and amortization ("EBITDA") as a separate line item on the face of the statement of profit and loss. The Group measure EBITDA on the basis of profit/(loss) from continuing operations. In the measurement, the Group includes interest income but does not include depreciation and amortization expense, finance costs and tax expense.

Principal Components of the Group's Profit and Loss Statement

Revenue

The Group's income comprises revenue from operations and other income.

Revenue from operations

The Group's revenue from operations comprises: (i) sale of power, (ii) sale from engineering, procurement and construction ("EPC") services and (iii) income from sale of renewable energy certificates ("RECs").

The Group generates substantially all of the Group's revenue from the sale of electricity generated from its wind and solar energy projects. Revenue from the sale of power is dependent on the amount of power generated by each of the Group's projects and is recognized on the basis of the number of units of power supplied multiplied by the tariff per kWh in the PPA, feed-in tariff policy or market rates, as applicable. The Group also earns a small portion of its revenue from the sale of management shared services, the sale of EPC services and the sale of RECs. Sale of management shared services represents revenue from management shared services for jointly controlled entities. Sale from EPC services represents revenue from EPC services provided to third party customers. Income from sale of RECs presents revenue from sale of RECs to DISCOMs and other private customers to fulfil their renewable energy purchase obligations.

The following table sets forth a breakdown of the Group's revenue from operations for the periods indicated:

	For the year ended March 31,			
	2018	**2019**	**2020**	**2020**
	(Rs. in millions)			**(US$ in millions)[1]**
Sale of power	23,907	42,969	47,762	632
Sale of services-management shared services	-	27	15	0
Income from engineering, procurement and construction service	554	82	543	7
Sale of services—operation and maintenance services	-	-	16	0
Income from sale of renewable energy certificates	156	66	79	1
Total revenue from operations	**24,617**	**43,144**	**48,415**	**641**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

In the years ended March 31, 2018, 2019 and 2020, the proportion of the Group's revenue from operations from solar and wind energy projects increased as the Group expanded the operational capacity of the Group's solar and wind energy projects through organic growth and acquisitions. The Group commissioned the Group's first solar energy project in June 2015 and has since scaled up to 2.08 GW of operational solar capacity as at March 31, 2020, of which 140.00 MW was added through acquisitions. The Group commissioned the first wind energy project in March 2012 and has since scaled up to 3.24 GW of operational wind capacity as at March 31, 2020, of which 1.1 GW was added through acquisitions. The following table sets forth a breakdown of the Group's revenue from operations by wind power and solar power (including revenue from solar power, sale from engineering, procurement and construction services and sale of services—operation and maintenance services) for the periods indicated:

	For the year ended March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]
Wind power	15,255	29,480	31,803	421
Solar power	9,362	13,637	16,598	220

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Other income

The Group's other income refers to income from activities other than normal business operations, and primarily includes recurring other income including interest income on fixed deposits with banks, profit from sale of mutual funds, unrealized gain/loss on mutual funds based on marked to market valuations and government grants of generation based incentive, and non-recurring other income such as compensation for loss of revenue and other liquidated damages, foreign exchange gains and insurance claims. Interest income on fixed deposits with banks, profit on sale of and unrealized gain on mutual funds and government grants of generation based incentive constitute a significant portion of the Group's other income.

Expenses

Certain common group expenses, including employee benefits expenses, are incurred centrally. These expenses are allocated to our project SPVs as shared management service costs. Expenses allocated to projects under construction are capitalized and form part of project costs. Expenses reported in the statement of profit and loss are net of amounts capitalized for projects under construction.

Cost of raw materials and components consumed

Cost of raw materials and components consumed represents amount incurred towards procurement of items for the EPC services provided to third party customers.

Employee benefits expenses

The Group's employee benefits expense comprises: (i) salaries, wages and bonus, (ii) contribution to provident and other fund, (iii) share-based payment, (iv) gratuity expense and (v) staff welfare expenses.

Other expenses

The Group's other expenses primarily comprise (i) operation and maintenance expenses, (ii) legal and professional fees, (iii) travelling and conveyance, (iv) rates and taxes, (v) insurance, and (vi) miscellaneous expenses. Operation and maintenance expenses constitute a significant portion of our total expenses. Operation and maintenance services are generally contracted for a period ranging from five to 20 years, of which generally the first two years are provided free of charge for wind energy projects and we are able to amortize these costs over the full contract period. Operation and maintenance services for wind energy projects and distributed solar energy projects are generally provided by third parties and for utility solar energy projects, the services are carried out in-house. The increases in operation and maintenance expenses in the years ended March 31, 2018, 2019 and 2020 were primarily due to increases in the operational capacity of the Group's wind and solar energy projects.

Depreciation and amortization expense

Depreciation and amortization expense relates to depreciation of property, plant and equipment and amortization of intangible assets. Tangible and intangible assets are depreciated and amortized over periods corresponding to their estimated useful lives. See "*—Critical Accounting Policies for the Most Recent Reported Financial Period—Property, plant and equipment*" and "*—Critical Accounting Policies for the Most Recent Reported Financial Period—Depreciation and Amortization*".

Finance costs

The Group's finance costs comprise borrowing costs and unamortized ancillary borrowing cost write offs. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs incurred in connection with the borrowing of funds. Borrowing costs directly attributable to the acquisition, construction or production of a qualifying asset are capitalized during the period of time that is necessary to complete and prepare the asset for its intended use or sale. Unamortized ancillary borrowing costs are written off in the financial year when the relevant loan is refinanced and if the terms of such refinanced amount are substantially different from the existing financing. Finance costs are capitalized during the construction phase of a project, and finance costs are recorded in the statement of profit and loss once the project commences operations. See "*—Critical Accounting Policies for the Most Recent Reported Financial Period—Borrowing cost*".

Tax expense

Income tax expense represents the provisions of income tax for the Group's project SPVs towards current and deferred taxes, for which our project SPVs are taxed on an individual basis instead of a consolidated basis. The Group's project SPVs engaged in power generation currently benefit from a tax holiday from the standard Indian corporate tax. However, these project SPVs are still liable to pay a minimum alternate tax which is calculated on the profits of the relevant project SPV. See "*—Critical Accounting Policies for the Most Recent Reported Financial Period—Taxes*".

Results of Operations

The following table sets out selected financial data from the Group's consolidated financial statements for the periods indicated:

	For the year ended March 31,			
	2018	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]
Consolidated Statement of Profit and Loss				
Income				
Revenue from operations	24,617	43,144	48,415	641
Other income	3,178	4,758	4,802	64
Total income	**27,795**	**47,902**	**53,217**	**705**
Expenses				
Cost of raw material and components consumed	522	81	530	7
Employee benefits expense	796	1,008	951	13
Other expenses	3,410	5,201	7,032	93
Total expenses	**4,728**	**6,290**	**8,513**	**113**
Earnings before interest, tax, depreciation and amortization(EBITDA)	**23,067**	**41,612**	**44,704**	**592**
Depreciation and amortization expense	7,124	12,459	14,819	196
Finance costs	15,102	26,811	33,542	444
Profit/(loss) before share of profit of jointly controlled entities and tax	**841**	**2,342**	**(3,657)**	**(48)**
Share in profit/(loss) of jointly controlled entities	0	(39)	(53)	(1)
Profit/(loss) before tax	**841**	**2,303**	**(3,710)**	**(49)**
Tax expense				
Current tax	560	1,186	486	6
Deferred tax	(163)	106	872	12
Adjustment of tax relating to earlier years	(76)	(19)	(42)	(1)
Profit/(loss) for the year	**520**	**1,030**	**(5,026)**	**(67)**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Year ended March 31, 2020 compared to the year ended March 31, 2019

Income

The Group's total income increased by 11% to Rs.53,217 million in the year ended March 31, 2020 from Rs.47,902 million in the year ended March 31, 2019.

Revenue from operations

The Group's revenue from operations increased by 12% to Rs.48,415 million in the year ended March 31, 2020, from Rs.43,144 million in the year ended March 31, 2019, primarily due to an increase in revenue from the sale of power. The Group's revenue from the sale of power increased by 11% to Rs.47,762 million in the year ended March 31, 2020 from Rs.42,969 million in the year ended March 31, 2019, primarily due to the commissioning of new wind and solar energy projects, a longer operational period for some of the wind and solar energy projects as compared to the previous year.

Revenue from operations from wind power increased by 8% to Rs.31,803 million in the year ended March 31, 2020, from Rs.29,480 million in the year ended March 31, 2019, primarily due to the longer operational period of several of the Group's wind energy projects in the year ended March 31, 2020 compared to the year ended March 31, 2019 and the commencement of operations of new wind energy projects. During the year ended March 31, 2020, the Group increased the operational capacity of its utility scale wind energy projects to 3,246 MW.

Revenue from operations from solar power (including revenue from solar power, sale from engineering, procurement and construction services and sale of services—operation and maintenance services) increased by 22% to Rs.16,598 million in the year ended March 31, 2020 from Rs.13,637 million in the year ended March 31, 2019, primarily due to the commencement of operations of new solar energy projects representing an aggregate of 540.00 MW since March 31, 2019. During the year ended March 31, 2020, the Group increased the operational capacity of its solar energy projects to 2,182 MW.

Revenue from sale of engineering, procurement and construction services increased to Rs.543 million from Rs.82 million in the year ended March 31, 2019.

Other income

The Group's other income increased by 1% to Rs.4,802 million in the year ended March 31, 2020 from Rs.4,758 million in the year ended March 31, 2019, primarily due to an increase in interest income on fixed deposit with bank by 47% to Rs.2,044 million in the year ended March 31, 2020 from Rs.1,393 million in year ended March 31, 2019, one time gain on sale of intangibles assets of Rs.219 million in the year ended March 31, 2020 which is offset by decrease in the government grants of generation based incentive by 8% to Rs.2,098 million in the year ended March 31, 2020 from Rs.2,288 million in the year ended March 31, 2019, resulting due to decrease in generation of power during the year, compensation for loss of revenue is decreased by Rs.379 million, fair value change of mutual fund (including realized gain) decreased by Rs.272 million, Income from leases decreased by Rs.112 million in the year ended March 31, 2020.

Total expenses

Total expenses for the Group increased to Rs.8,513 million in the year ended March 31, 2020 from Rs.6,290 million for the year ended March 31, 2019.

The Group's employee benefits expense decreased by 6% to Rs.951 million in the year ended March 31, 2020 from Rs.1,008 million for the year ended March 31, 2019, primarily due to decreases in share based payments by Rs.111 million which is offset by increase in salaries, wages and bonus by Rs.57 million.

The Group's other expenses increased by 35% to Rs.7,032 million in the year ended March 31, 2020 from Rs.5,201 million for the year ended March 31, 2019, primarily due to an increase in operation and maintenance expenses to Rs.3,488 million in the year ended March 31, 2020 from Rs.2,667 million for the year ended March 31, 2019, as a result of the growth of the Group's project portfolio, an increase in option premium amortization to Rs.1,119 million in the year ended March 31, 2020 from Rs.69 million for the year ended March 31, 2019, which is offset by decrease in the Group's legal and professional fees to Rs.686 million in the year ended March 31, 2020 from Rs.899 million for the year ended March 31, 2019, decrease in loss on sale/ damage of property plant & equipment and capital work in progress (net) to Rs.104 million in the year ended March 31, 2020 from Rs.197 million for the year ended March 31, 2019, and decrease in rent to Rs.24 million in the year ended March 31, 2020 from Rs.106 million for the year ended March 31, 2019 on account of adoption of Ind AS 116 by the group.

The cost of raw materials and components consumed increased to Rs.530 million in the year ended March 31, 2020 from Rs.81 million for the year ended March 31, 2019, primarily related to engineering, procurement and construction services provided to third party customers.

Depreciation and amortization

The Group's depreciation and amortization expense increased by 19% to Rs.14,819 million in the year ended March 31, 2020 from Rs.12,459 million for the year ended March 31, 2019, primarily due to the higher asset base resulting from new wind and solar energy projects completed and commissioned during this period.

Finance costs

The Group's finance costs increased by 25% to Rs.33,542 million in the year ended March 31, 2020 from Rs.26,811 million for the year ended March 31, 2019, primarily due to an increase in bank borrowings and other loans to finance the Group's new wind and solar energy projects, an increase in finance costs on general purpose borrowings and notional interest on CCPS of 2,230 Million.

Profit before tax

As a result of the foregoing, the Group's profit/(loss) before tax decreased by 261% to Rs.(3,710) million in the year ended March 31, 2020 from Rs.2,303 million for the year ended March 31, 2019.

Tax expenses

Tax expenses (comprising of current tax, deferred tax and adjustment of tax relating to earlier periods) for the Group increased to Rs.1,316 million in the year ended March 31, 2020 from Rs.1,273 million for the year ended March 31, 2019, primarily due to decrease of Rs.723 million in current tax (after considering tax for the earlier period) due to adoption of new tax regime in few companies and an increase in deferred tax expense of Rs.766 million majorly on account of one time MAT credit written off of Rs.938 million.

Loss for the year

As a result of the foregoing, the Group experienced a loss of Rs.5,026 million for the year ended March 31, 2020 from a profit of Rs.1,030 million for the year ended March 31, 2019.

Year ended March 31, 2019 compared to the year ended March 31, 2018

Income

The Group's total income increased by 72% to Rs.47,902 million in the year ended March 31, 2019, from Rs.27,795 million in the year ended March 31, 2018.

Revenue from operations

The Group's revenue from operations increased by 75% to Rs.43,144 million in the year ended March 31, 2019, from Rs.24,617 million in the year ended March 31, 2018, primarily due to an increase in revenue from the sale of power. The Group's revenue from the sale of power increased by 80% to Rs.42,969 million in the year ended March 31, 2019 from Rs.23,907 million in the year ended March 31, 2018, primarily due to the commissioning of new wind and solar energy projects, a longer operational period for some of the wind and solar energy projects as compared to the previous year and the acquisition of Ostro Energy.

Revenue from operations from wind power increased by 93% to Rs.29,480 million in the year ended March 31, 2019, from Rs.15,255 million in the year ended March 31, 2018, primarily due to the longer operational period of several of the Group's wind energy projects in the year ended March 31, 2019 compared to the year ended March 31, 2018 and the commencement of operations/acquisitions of new wind energy projects. During the year ended March 31, 2019, the Group increased the operational capacity of its utility scale wind energy projects to 2,949.35 MW, including 286 MW through acquisitions.

Revenue from operations from solar power (including revenue from solar power, sale from engineering, procurement and construction services and sale of services—operation and maintenance services) increased by 46% to Rs.13,637 million in the year ended March 31, 2019, from Rs.9,362 million in the year ended March 31, 2018, primarily due to the commencement of operations of new solar energy projects representing an aggregate of 759.00 MW since March 31, 2018. During the year ended March 31, 2019, the Group increased the operational capacity of its solar energy projects to 1.54 GW.

Revenue from sale of engineering, procurement and construction services decreased to Rs.82 million in the year ended March 31, 2019, from Rs.554 million in the year ended March 31, 2018.

Other income

The Group's other income increased by 50% to Rs.4,758 million in the year ended March 31, 2019, from Rs.3,178 million in the year ended March 31, 2018, primarily due to an increase in the government grants of generation based incentive by 80% to Rs.2,288 million in the year ended March 31, 2019, from Rs.1,271 million in the year ended March 31, 2018 resulting from an increase in the operational capacity of wind energy projects, increase in interest income on fixed deposit with bank by 37% to Rs.1,393 million in year ended March 31, 2019, from Rs.1,019 million in the year ended March 31, 2018. The Group also received income from leases of Rs.175 million in the year ended March 31, 2019.

Total expenses

Total expenses for the Group increased to Rs.6,290 million for the year ended March 31, 2019 from Rs.4,728 million for the year ended March 31, 2018.

The Group's employee benefits expense increased by 27% to Rs.1,008 million for the year ended March 31, 2019, from Rs.796 million for the year ended March 31, 2018, primarily due to increases in salaries, wages and bonus.

The Group's other expenses increased by 53% to Rs.5,201 million for the year ended March 31, 2019, from Rs.3,410 million for the year ended March 31, 2018, primarily due to an increase in operation and maintenance expenses to Rs.2,667 million for the year ended March 31, 2019, from Rs.1,600 million for the year ended March 31, 2018, as a result of the growth of the Group's project portfolio, an increase in the Group's legal and professional fees to Rs.899 million for the year ended March 31, 2019, from Rs.703 million for the year ended March 31, 2018, primarily due to the growth of the Group's project portfolio, an increase in loss on settlement of derivative instruments designated as cash flow hedge (net) to Rs.304 million for the year ended March 31, 2019, from Rs.14 million for the year ended March 31, 2018, and an increase in loss on sale of property plant & equipment and capital work in progress (net) to Rs.197 million for the year ended March 31, 2019, from Rs.53 million for the year ended March 31, 2018.

The cost of raw materials and components consumed decreased to Rs.81 million for the year ended March 31, 2019 from Rs.522 million for the year ended March 31, 2018, primarily related to engineering, procurement and construction services provided to third party customers.

Depreciation and amortization

The Group's depreciation and amortization expense increased by 75% to Rs.12,459 million for the year ended March 31, 2019, from Rs.7,124 million for the year ended March 31, 2018, primarily due to the higher asset base resulting from new wind and solar energy projects completed and commissioned during this period.

Finance costs

The Group's finance costs increased by 78% to Rs.26,811 million for the year ended March 31, 2019, from Rs.15,102 million for the year ended March 31, 2018, primarily due to an increase in bank borrowings and other loans to finance the Group's new wind and solar energy projects and an increase in finance costs on general purpose borrowings.

Profit before tax

As a result of the foregoing, the Group's profit before tax increased by 174% to Rs.2,303 million for the year ended March 31, 2019, from Rs.841 million for the year ended March 31, 2018.

Tax expenses

Tax expenses (comprising of current tax, deferred tax and adjustment of tax relating to earlier periods) for the Group increased to Rs.1,273 million for the year ended March 31, 2019 from Rs.321 million for the year ended March 31, 2018, primarily due to an increase of Rs.683 million in current tax (after considering tax for the earlier period) due to an increase in revenue on account of new wind and solar energy projects and an increase in deferred tax expense of Rs.269 million resulting from deferred tax assets created on unabsorbed depreciation and carry forward losses.

Profit for the year

As a result of the foregoing, profit for the year for the Group increased to Rs.1,030 million for the year ended March 31, 2019 from Rs.520 million for the year ended March 31, 2018.

Results of Operations — Restricted Group Special Purpose Combined Financial Statements

The following table sets out selected financial data from the Restricted Group's special purpose combined financial statements for the periods indicated:

	For the year ended March 31,				For the three months ended June 30,		
	2018	**2019**	**2020**	**2020**	**2019**	**2020**	**2020**
	(Rs. in millions)			**(US$ in millions)(1)**	**(Rs. in millions)**		**(US$ in millions)(1)**
Combined Statement of Profit or Loss							
Income							
Revenue from operations	1,428	3,775	3,698	49	1,112	1,006	13
Other income	138	273	239	3	56	59	1
Total income	**1,566**	**4,048**	**3,937**	**52**	**1,168**	**1,065**	**14**
Expenses							
Other expenses	234	491	464	6	117	131	2
Total expenses	**234**	**491**	**464**	**6**	**117**	**131**	**2**
Earnings before interest, tax, depreciation and amortization (EBITDA)	**1,332**	**3,557**	**3,473**	**46**	**1,051**	**934**	**12**
Depreciation and amortization expense	481	1,170	1,176	16	292	293	4
Finance Costs	836	2,181	2,345	31	558	592	8
Profit/(loss) before tax	**15**	**206**	**(48)**	**(1)**	**201**	**49**	**1**
Tax expense							
Current tax	24	74	31	0	28	3	**0**
Deferred tax	30	(73)	157	2	31	9	**0**
Adjustment of tax relating to earlier years	(2)	(0)	(0)	-	-	-	**-**
Profit/(loss) for the year/period	**(37)**	**205**	**(236)**	**(3)**	**142**	**37**	**0**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

The following table sets forth a breakdown of the Restricted Group's revenue from operations for the periods indicated:

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]	(Rs. in millions)		(US$ in millions)[1]
Sale of power	1,428	3,775	3,698	49	1,112	1,006	13
Total revenue from operations	**1,428**	**3,775**	**3,698**	**49**	**1,112**	**1,006**	**13**

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Three months ended June 30, 2020 compared to the three months ended June 30, 2019

Income

The Restricted Group's total income decreased by 9% to Rs.1,065 million in the three months ended June 30, 2020 from Rs.1,168 million in the three months ended June 30, 2019.

Revenue from operations

The Restricted Group's revenue from operations decreased by 9% to Rs.1,006 million in the three months ended June 30, 2020, from Rs.1,112 million in the three months ended June 30, 2019, primarily due to lower PLF in the three months ended June 30, 2020.

Revenue from operations from wind power decreased by 12% to Rs.775 million in the three months ended June 30, 2020, from Rs.877 million in the three months ended June 30, 2019, primarily due to lower PLF in the three months ended June 30, 2020.

Revenue from operations from solar power decreased by 2% to Rs.231 million in the three months ended June 30, 2020 from Rs.235 million in the three months ended June 30, 2019, primarily due to lower PLF in the three months ended June 30, 2020.

Other income

The Restricted Group's other income increased by 7% to Rs.59 million in the three months ended June 30, 2020 from Rs.56 million in the three months ended June 30, 2019, primarily due to increase in interest income on account of interest on income tax refund.

Total expenses

Total expenses for the Restricted Group increased to Rs.131 million in the three months ended June 30, 2020 from Rs.117 million in the three months ended June 30, 2019.

The Restricted Group's other expenses increased by 12% to Rs.131 million in the three months ended June 30, 2020 from Rs.117 million in the three months ended June 30, 2019, primarily due to provisioning for liquidated damages and foreign exchange loss on settlement of buyer's credit.

Depreciation and amortization

The Restricted Group's depreciation and amortization expense slightly increased by Rs.1 million to Rs.293 million in the three months ended June 30, 2020 from Rs.292 million in the three months ended June 30, 2019.

Finance costs

The Restricted Group's finance costs increased by 6% to Rs.592 million in the three months ended June 30, 2020 from Rs.558 million in the three months ended June 30, 2019, primarily due to repayment of non fund based loans with fund based loans.

Profit before tax

As a result of the foregoing, the Restricted Group's profit before tax decreased by 75% to Rs.49 million in the three months ended June 30, 2020 from profit of Rs.201 million for the three months ended June 30, 2019.

Tax expenses

Tax expenses for the Restricted Group decreased to Rs.12 million in the three months ended June 30, 2020 from Rs.59 million for the three months ended June 30, 2019, primarily due to transition from old to new regime in current tax and there was an increase in deferred tax in June 2019 on account of DTL on difference in WDV as per books of accounts and tax laws which is partially offset by DTA on MAT credit and unabsorbed losses.

Profit for the period

As a result of the foregoing, profit for the period for the Restricted Group decreased to Rs.37 million for the three months ended June 30, 2020 from Rs.142 million for the three months ended June 30, 2019.

Year ended March 31, 2020 compared to the year ended March 31, 2019

Income

The Restricted Group's total income decreased by 3% to Rs.3,937 million in the year ended March 31, 2020 from Rs.4,048 million in the year ended March 31, 2019.

Revenue from operations

The Restricted Group's revenue from operations decreased by 2% to Rs.3,698 million in the year ended March 31, 2020, from Rs.3,775 million in the year ended March 31, 2019, primarily due to lower PLF factor resulted in decrease in wind and solar power generation.

Revenue from operations from wind power decreased by 3% to Rs.2,856 million in the year ended March 31, 2020, from Rs.2,952 million in the year ended March 31, 2019, primarily due to change in PLF factor. During the year ended March 31, 2019, the Restricted Group increased the operational capacity of its utility scale wind energy projects to 282 MW.

Revenue from operations from solar power increased by 2% to Rs.842 million in the year ended March 31, 2020 from Rs.823 million in the year ended March 31, 2019, primarily on account of higher PLF. During the year ended March 31, 2020, the Restricted Group increased the operational capacity of its solar energy projects to 100 MW.

Other income

The Restricted Group's other income decreased by 12% to Rs.239 million in the year ended March 31, 2020 from Rs.273 million in the year ended March 31, 2019, primarily due to decrease in income from damage claim for loss of revenue which is offset by increase in interest income on fixed deposit with banks and loan given to related parties by Rs.21 million and other miscellaneous income by Rs.21 million.

Total expenses

Total expenses for the Restricted Group decreased to Rs.464 million in the year ended March 31, 2020 from Rs.491 million for the year ended March 31, 2019.

The Restricted Group's other expenses decreased by 5% to Rs.464 million in the year ended March 31, 2020 from Rs.491 million for the year ended March 31, 2019, primarily due to decrease in legal and professional fees to Rs.7 million in the year ended March 31, 2020 from Rs.26 million for the year ended March 31, 2019, decrease in rates and taxes to Rs.3 million in the year ended March 31, 2020 from Rs.22 million for the year ended March 31, 2019 and decrease in management shared services to Rs.83 million in the year ended March 31, 2020 from Rs.90 million for the year ended March 31, 2019 which is offset by an increase in operation and maintenance to Rs.315 million in the year ended March 31, 2020 from Rs.291 million for the year ended March 31, 2019.

Depreciation and amortization

The Restricted Group's depreciation and amortization expense increased by 1% to Rs.1,176 million in the year ended March 31, 2020 from Rs.1,170 million for the year ended March 31, 2019, primarily due to minor increase in capex.

Finance costs

The Restricted Group's finance costs increased by 8% to Rs.2,345 million in the year ended March 31, 2020 from Rs.2,181 million for the year ended March 31, 2019, primarily due to change in borrowing from non fund base to fund base leading to high interest rate.

Profit before tax

As a result of the foregoing, the Restricted Group's profit before tax decreased by 123% to Rs.(48) million in the year ended March 31, 2020 from profit of Rs.206 million for the year ended March 31, 2019.

Tax expenses

Tax expenses (comprising of current tax, deferred tax and adjustment of tax relating to earlier periods) for the Restricted Group increased to Rs.188 million in the year ended March 31, 2020 from Rs.1 million for the year ended March 31, 2019, primarily due to increase in deferred tax Rs.230 million on account of write off of unused tax credit offset by decrease in current tax by Rs.43 million on adoption of new tax regime in some entities.

Profit for the year

As a result of the foregoing, profit for the year for the Restricted Group decreased to Rs.(236) million for the year ended March 31, 2020 from Rs.205 million for the year ended March 31, 2019.

Year ended March 31, 2019 compared to the year ended March 31, 2018

Income

The Restricted Group's total income increased by 158% to Rs.4,048 million in the year ended March 31, 2019, from Rs.1,566 million in the year ended March 31, 2018 primarily due to increase in sale of power.

Revenue from operations

The Restricted Group's revenue from operations increased by 164% to Rs.3,775 million in the year ended March 31, 2019, from Rs.1,428 million in the year ended March 31, 2018, primarily due to longer operational period for few projects along with few acquisition were made in the later part of year in 2018.

Other income

The Restricted Group's other income increased by 98% to Rs.273 million in the year ended March 31, 2019, from Rs.138 million in the year ended March 31, 2018, primarily due to increase in damage claim for loss of revenue by Rs.76 million in the year ended March 31, 2019, interest income on fixed deposit with banks is increased to Rs.106 million in the year ended March 31, 2019, from Rs.56 million in the year ended March 31, 2018 and generation based incentive is increased to Rs.57 million in the year ended March 31, 2019, from Rs.38 million in the year ended March 31, 2018.

Total expenses

Total expenses for the Restricted Group increased to Rs.491 million for the year ended March 31, 2019 from Rs.234 million for the year ended March 31, 2018.

The Restricted Group's other expenses increased by 110% to Rs.491 million for the year ended March 31, 2019, from Rs.234 million for the year ended March 31, 2018, primarily due to an increase in operation and maintenance expenses to Rs.291 million for the year ended March 31, 2019, from Rs.105 million for the year ended March 31, 2018, as a result of the growth of the Restricted Group's project portfolio, an increase in the Restricted Group's rate and taxes to Rs.22 million for the year ended March 31, 2019, from Rs.11 million for the year ended March 31, 2018, an increase in management shared services to Rs.90 million for the year ended March 31, 2019, from Rs.63 million for the year ended March 31, 2018, and an increase in legal and professional fees to Rs.26 million for the year ended March 31, 2019 from Rs.16 million for the year ended March 31, 2018.

Depreciation and amortization

The Restricted Group's depreciation and amortization expense increased by 143% to Rs.1,170 million for the year ended March 31, 2019, from Rs.481 million for the year ended March 31, 2018, primarily due to projects are commissioned in the later part of the year 2018.

Finance costs

The Restricted Group's finance costs increased by 161% to Rs.2,181 million for the year ended March 31, 2019, from Rs.836 million for the year ended March 31, 2018, primarily due to interest being capitalized for the partially commissioned project in the year 2018 which is charged to Profit and loss in year 2019.

Profit before tax

As a result of the foregoing, the Restricted Group's profit before tax increased by 1,273% to Rs.206 million for the year ended March 31, 2019, from Rs.15 million for the year ended March 31, 2018.

Tax expenses

Tax expenses (comprising of current tax, deferred tax and adjustment of tax relating to earlier periods) for the Restricted Group decreased to Rs.1 million for the year ended March 31, 2019 from Rs.52 million for the year ended March 31, 2018, primarily due to decrease in deferred tax expense of Rs.103 million resulting from deferred tax assets created on unabsorbed depreciation and carry forward losses offset by an increase of Rs.52 million in current tax (after considering adjustment of tax relating to earlier years).

Profit for the year

As a result of the foregoing, profit for the year for the Restricted Group increased to Rs.205 million for the year ended March 31, 2019 from Rs.(37) million for the year ended March 31, 2018.

Liquidity and Capital Resources

Overview

The Group's primary sources of liquidity has historically been equity investment by the Group's shareholders, cash generated from operations, capital markets funding and a range of borrowing from banks and other financial institutions. The Group's ordinary course liquidity requirements relate to investments in existing and new projects and related capital expenditure, acquisitions, operation and maintenance of its assets, servicing of its debt, funding its working capital needs, and general corporate purposes.

The Group expects that cash generated from operations, funds raised in the capital markets and continued borrowings from banks and other financial institutions will continue to be the Group's primary sources of liquidity. The Group evaluates its funding requirements periodically in light of its net cash flow from operating activities, the progress of its various projects, acquisition opportunities and market conditions. See "*—Indebtedness*" for further information. The Group believes that the expected cash to be generated from its business operations, its credit facilities, project finance lines and a portion of the proceeds of the offering of the NCDs, will be sufficient to finance its working capital requirements for the next 12 months.

The Restricted Group's primary sources of liquidity has historically been investment by the Company, cash generated from operations, and a range of borrowing from banks and other financial institutions. The Restricted Group's ordinary course liquidity requirements relate to investments in existing projects and related capital expenditure, operation and maintenance of its assets, servicing of its debt, funding its working capital needs, and general corporate purposes.

The Restricted Group expects that cash generated from operations, funds raised in this NCDs offering and continued borrowings from banks and other financial institutions will continue to be the Restricted Group's primary sources of liquidity. The Restricted Group evaluates its funding requirements periodically in light of its net cash flow from operating activities, the progress of its various projects and market conditions. See "—*Indebtedness*" below for further information. The Restricted Group believes that the expected cash to be generated from its business operations, its credit facilities and project finance lines, will be sufficient to finance its working capital requirements for the next 12 months.

Cash Flows of the Group

The Group's summarized statement of consolidated cash flows is set forth below:

	For the year ended March 31,			
	2018	**2019**	**2020**	**2020**
	(Rs. in millions)			**(US$ in millions)[1]**
Net cash generated in operating activities	19,911	28,248	33,735	447
Net cash used in investing activities	(104,577)	(53,894)	(52,940)	(701)
Net cash generated from financing activities	71,441	21,847	22,179	294
Net (decrease)/increase in cash and cash equivalents	(13,225)	(3,799)	2,974	39
Cash and cash equivalents at the beginning of the year	27,139	13,914	10,115	134
Cash and cash equivalents at the end of the year	13,914	10,115	13,089	173

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Net cash generated from operating activities

The Group's net cash generated from operating activities was Rs.33,735 million in the year ended March 31, 2020. The Group's operating profit before working capital changes was Rs.43,504 million in the year ended March 31, 2020. The changes in the Group's working capital primarily consisted of (i) an increase in prepayments of Rs.2,247 million primarily related to premium paid for leasehold land acquired during the period as well as increased business, (ii) decrease in inventories of Rs.110 million, (iii) increase in other current liabilities of Rs.274 million, (iv) an increase in trade payables of Rs.662 million, (v) an increase in trade receivables of Rs.6,820 million due to increase in business, (vi) an increase in other current financial liabilities of Rs.30 million, (vii) an increase in other current financial assets of Rs.407 million, (viii) decrease in other current assets of Rs.259 million, (ix) decrease in other non-current assets of Rs.224 million and (x) direct tax paid of Rs.1,854 million.

The Group's net cash generated from operating activities was Rs.28,248 million in the year ended March 31, 2019. The Group's operating profit before working capital changes was Rs.41,089 million in the year ended March 31, 2019. The changes in the Group's working capital primarily consisted of (i) an increase in prepayments of Rs.1,959 million primarily related to premium paid for leasehold land acquired during the year as well as increased business, (ii) an increase in inventories of Rs.565 million, (iii) an increase in other current liabilities of Rs.295 million, (iv) an increase in trade payables of Rs.262 million, (v) an increase in trade receivables of Rs.8,748 million due to increase in business, (vi) a decrease in other current financial liabilities of Rs.187 million and (vii) direct tax paid of Rs.1,905 million.

The Group's net cash generated from operating activities was Rs.19,911 million in the year ended March 31, 2018. The Group's operating profit before working capital changes was Rs.22,189 million in the year ended March 31, 2018. The changes in the Group's working capital primarily consisted of (i) an increase in other current financial assets of Rs.1,353 million primarily related to an increase in unbilled revenue and advances recoverable in cash, (ii) an increase in prepayments of Rs.323 million primarily related to premium paid for leasehold land acquired during the year as well as increased business, (iii) an increase in inventories of Rs.140 million, (iv) a decrease in other current liabilities of Rs.148 million, (v) a decrease in provisions of Rs.108 million, (vi) an increase in trade payables of Rs.280 million (vii) a decrease in other current assets of Rs.353 million, (viii) a decrease in other non-current assets of Rs.279 million and (ix) direct taxes paid of Rs.1,118 million.

Net cash used in investing activities

The Group's net cash used in investing activities was Rs.52,940 million in the year ended March 31, 2020. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible asset under development, capital creditors and capital advances of

Rs.39,209 million in connection with the Group’s increased operational capacity, purchase consideration paid (net of cash acquired) of Rs.14 million and investments in deposits having a residual maturity of more than three months of Rs.15,868 million, partially offset by interest received of Rs.1,932 million and gain on sale of intangible assets by Rs.219 million.

The Group’s net cash used in investing activities was Rs.53,894 million in the year ended March 31, 2019. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible asset under development, capital creditors and capital advances of Rs.61,117 million in connection with the Group’s increased operational capacity, purchase consideration paid (net of cash acquired) of Rs.941 million and investments in deposits having a residual maturity of more than three months of Rs.2,622 million, partially offset by Investment in mutual funds redeemed of Rs.9,540 million and interest received of Rs.1,246 million.

The Group’s net cash used in investing activities was Rs.104,577 million in the year ended March 31, 2018. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances of Rs.52,297 million in connection with the Group’s increased operational capacity, purchase consideration paid (net of cash acquired) of Rs.43,128 million, net investments in deposits having a residual maturity of more than three months of Rs.2,821 million and investments in mutual funds made of Rs.7,340 million, partially offset by interest received of Rs.1,009 million.

Net cash from financing activities

The Group’s net cash generated from financing activities was Rs.22,179 million in the year ended March 31, 2020. This was primarily due to proceeds from long-term borrowings of Rs.98,662 million, proceeds from short-term borrowings of Rs.34,810 million, and proceeds from issue of compulsory convertible preference shares of Rs.20,903 million, partially offset by repayment of long-term borrowings of Rs.55,429 million, repayment of short-term borrowings of Rs.44,790 million, payment for acquisition of subsidiary’s interest from non controlling interest of Rs.1,484 million, interest paid of Rs.31,186 million, payment of lease liabilities (including payment of interest expense on lease liabilities) of Rs.207 million and proceeds from sale of subsidiary’s interest to non controlling interest of Rs.846 million.

The Group’s net cash generated from financing activities was Rs.21,847 million in the year ended March 31, 2019. This was primarily due to proceeds from long-term borrowings of Rs.109,135 million, proceeds from short-term borrowings of Rs.32,968 million, proceeds from issue of equity shares (including premium) of Rs.560 million, and government grants received of Rs.496 million, partially offset by repayment of long-term borrowings of Rs.62,134 million, repayment of short-term borrowings of Rs.32,685 million and interest paid of Rs.26,493 million.

The Group’s net cash generated from financing activities was Rs.71,441 million in the year ended March 31, 2018. This was primarily due to proceeds from long-term borrowings of Rs.90,781 million, proceeds from short-term borrowings of Rs.4,080 million and proceeds from issue of equity shares (including premium) of Rs.16,053 million, partially offset by repayment of long-term borrowings of Rs.23,061 million, repayment of short-term borrowings of Rs.1,772 million, interest paid of Rs.14,641 million and government grant received of Rs 1 million.

Cash Flows of the Restricted Group

The Restricted Group's summarized statement of combined cash flows is set forth below:

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)[1]	(Rs. in millions)		(US$ in millions)[1]
Net cash generated from operating activities	1,362	1,502	3,100	41	893	832	11
Net cash used in investing activities	(14,191)	(3,303)	(879)	(12)	(460)	266	4
Net cash generated/ (used) from financing activities	12,321	1,901	(2,376)	(31)	(605)	(728)	(10)
Net (decrease)/increase in cash and cash equivalents	(508)	100	(155)	(2)	(172)	370	5
Cash and cash equivalents at the beginning of the period	787	279	379	5	379	224	3
Cash and cash equivalents at the end of the period	279	379	224	3	207	594	8

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Net cash generated from operating activities

The Restricted Group's net cash generated from operating activities was Rs.832 million in the three months ended June 30, 2020. The Restricted Group's operating profit before working capital changes was Rs.917 million in the three months ended June 30, 2020. The changes in the Restricted Group's working capital primarily consisted of (i) increase in trade payables of Rs.43 million (ii) an increase in trade receivables of Rs.106 million (iii) increase in financial assets of Rs.29 million (iv) decrease in other liabilities of Rs.15 million (v) decrease in prepayments by Rs.3 million and (iv) direct tax paid (net of refunds) of Rs.21 million.

The Restricted Group's net cash generated from operating activities was Rs.893 million in the three months ended June 30, 2019. The Restricted Group's operating profit before working capital changes was Rs.1,034 million in the three months ended June 30, 2019. The changes in the Restricted Group's working capital primarily consisted of (i) decrease in prepayments of Rs.30 million primarily related to premium paid for leasehold land acquired during the period as well as increased business (ii) an increase in inventories of Rs.3 million (iii) decrease in other liabilities of Rs.35 million (iv) increase in trade payables of Rs 44 million (v) an increase in trade receivables of Rs.135 million due to increase in business (vi) increase in other financial assets of Rs.15 million and (vii) direct tax paid (net of refunds) of Rs.27 million.

The Restricted Group's net cash generated from operating activities was Rs.3,100 million in the year ended March 31, 2020. The Restricted Group's operating profit before working capital changes was Rs.3,409 million in the year ended March 31, 2020. The changes in the Restricted Group's working capital primarily consisted of (i) decrease in prepayments of Rs.37 million primarily related to premium paid for leasehold land acquired during the period as well as increased business, (ii) an increase in inventories of Rs.4 million, (iii) decrease in other liabilities of Rs.22 million, (iv) increase in trade payables of Rs.103 million, (v) an increase in trade receivables of Rs.344 million due to increase in business, (vi) decrease in financial assets of Rs.8 million and (vii) decrease in other current liabilities of Rs.40 million (viii) decrease in other current assets of Rs.3 million, (ix) direct tax paid (net of refunds) of Rs.48 million.

The Restricted Group's net cash generated from operating activities was Rs.1,502 million in the year ended March 31, 2019. The Restricted Group's operating profit before working capital changes was Rs.3,526 million in the year ended March 31, 2019. The changes in the Restricted Group's working capital primarily consisted of (i) an increase in prepayments of Rs.21 million primarily related to premium paid for leasehold land acquired during the year as well as increased business, (ii) an increase in inventories of Rs.12 million, (iii) decrease in other liabilities of Rs.107 million, (iv) decrease in trade payables of Rs.788 million, (v) an increase in trade receivables of Rs.1,118 million due to increase in business, (vii) decrease in other assets (comprising of non current and current) of Rs.121 million (viii) an increase in financials assets of Rs.14 million and (ix) direct tax paid (net of refunds) of Rs.90 million.

The Restricted Group's net cash generated from operating activities was Rs.1,362 million in the year ended March 31, 2018. The Restricted Group's operating profit before working capital changes was

Rs.1,223 million in the year ended March 31, 2018. The changes in the Restricted Group's working capital primarily consisted of (i) an increase in financial assets of Rs.194 million, (ii) an increase in trade receivables of Rs.28 million, (iii) an increase in trade payables of Rs.308 million (iv) an increase in other liabilities of Rs.195 million, (v) an increase in other assets of Rs.64 million, (vi) an increase in prepayments of Rs.8 million, and (v) direct taxes paid (net of refunds) of Rs.36 million.

Net cash used in investing activities

The Restricted Group's net cash used in investing activities was Rs.266 million in the three months ended June 30, 2020. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible asset under development, capital creditors and capital advances of Rs.2 million, redemption of bank deposits having residual maturity more than 3 months of Rs.235 million, and interest received of Rs.33 million.

The Restricted Group's net cash used in investing activities was Rs.460 million in the three months ended June 30, 2019. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible asset under development, capital creditors and capital advances of Rs.68 million, net (investments)/redemption of bank deposits having maturity more than 3 months of Rs.376 million, and loan given to related parties of Rs.48 million, and interest received of Rs.32 million.

The Restricted Group's net cash used in investing activities was Rs.879 million in the year ended March 31, 2020. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible asset under development, capital creditors and capital advances of Rs.605 million and investments in deposits having a residual maturity of more than three months of Rs.362 million, and loan given to related parties of Rs.97 million, partially offset by loan repaid to related parties of Rs.48 million interest received of Rs.137 million.

The Restricted Group's net cash used in investing activities was Rs.3,303 million in the year ended March 31, 2019. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible asset under development, capital creditors and capital advances of Rs.5,459 million and investment in deposits having a residual maturity of more than three months of Rs.429 million, loan repaid by related parties of Rs.1,582 million, partially offset by Investment in mutual funds redeemed of Rs.926 million and interest received of Rs.77 million.

The Restricted Group's net cash used in investing activities was Rs.14,191 million in the year ended March 31, 2018. This was primarily due to purchases of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances of Rs.10,089 million, net investments in deposits having a residual maturity of more than three months of Rs.930 million, loan given to related parties of Rs.1,664 million, loan repaid by related parties of Rs. 243 million, loan to fellow subsidiaries—redeemable non-cumulative preference shares of Rs.887 million and investments in mutual funds made of Rs.913 million, partially offset by interest received of Rs.49 million.

Net cash from financing activities

The Restricted Group's net cash used in financing activities was Rs.728 million in the three months ended June 30, 2020. This was primarily due to proceeds from long-term borrowings of Rs.585 million, partially offset by repayment of long-term borrowings of Rs.252 million, repayment of short-term borrowings of Rs.550 million and interest paid of Rs.511 million.

The Restricted Group's net cash used in financing activities was Rs.605 million in the three months ended June 30, 2019. This was primarily due to repayment of long-term borrowings of Rs.272 million, proceeds from short-term borrowings of Rs.126 million and interest paid of Rs.459 million.

The Restricted Group's net cash used in financing activities was Rs.2,376 million in the year ended March 31, 2020. This was primarily due to proceeds from long term borrowings of Rs.747 million, partially offset by repayment of long-term borrowings of Rs.1,282 million, from short-term borrowings of Rs.1,857 million, partially offset by repayment of short-term borrowings of Rs.1,816 million, loan taken from related parties of Rs 146 million, gain on settlement of derivative instruments of Rs. 38 million and interest paid of Rs.2,066 million.

The Restricted Group's net cash generated from financing activities was Rs.1,901 million in the year ended March 31, 2019. This was primarily due to proceeds from long-term borrowings of Rs.11,673 million, proceeds from short-term borrowings of Rs.5,653 million, proceeds from loan taken from related parties of Rs.2,234 million, proceeds from issue of equity shares (including premium) (net of share issue expenses) of Rs.1,436 million, proceeds from issue of preference shares (including premium) (net of share issue expenses) of Rs.1,147 million, and gain on settlement of derivative instruments of Rs.27 million, partially offset by repayment of long-term borrowings of Rs.1,522 million, repayment of short-term borrowings of Rs.9,071 million, loan repaid to related parties of Rs.7,848 million and interest paid of Rs.1,828 million.

The Restricted Group's net cash generated from financing activities was Rs.12,321 million in the year ended March 31, 2018. This was primarily due to proceeds from long-term borrowings of Rs.4,009 million, proceeds from short-term borrowings of Rs.14,829 million and proceeds from issue of equity shares (including premium) (net of share issue expenses) of Rs.278 million, partially offset by repayment of long-term borrowings of Rs.2,543 million, repayment of short-term borrowings of Rs.3,414 million, loss on settled currency forward contracts of Rs 115 million and interest paid of Rs.723 million.

Capital Expenditures

The Group spent Rs.52,297 million, Rs.61,117 million and Rs.39,209 million in purchase of property, plant and equipment, including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances, as per the cash flow statement of the respective periods, in the years ended March 31, 2018, 2019 and 2020, respectively. The Restricted Group spent Rs.10,089 million, Rs.5,459 million, Rs.605 million, Rs.68 million and Rs.2 million, in addition to fixed assets including movement in capital work in progress and capital advances as per the cash flow statement of the respective period in the years ended March 31, 2018, 2019 and 2020 and the three months ended June 30, 2019 and 2020, respectively.

The Group's capital expenditures include expenditures on property, plant and equipment, capital work in progress and intangible assets. The Group's property, plant and equipment primarily include freehold land, building temporary structure, plant and equipment, office equipment, computers and furniture and fixtures. Projects under construction as at the balance sheet date are shown as capital work in progress. The Group's intangible assets primarily include computer software and customer contracts.

Indebtedness

As at March 31, 2020, the Group and the Restricted Group had total borrowings (which consisted of long-term borrowings, short-term borrowings and current maturities of long-term borrowings) of Rs.355,727 million and Rs.21,149 million, respectively.

As at June 30, 2020, the Restricted Group had total borrowings (which consisted of long-term borrowings, short-term borrowings and current maturities of long-term borrowings) of Rs.20,913 million. For further details on the borrowings of the Restricted Group, see "*Description of Other Indebtedness*."

The Group's borrowings at the project level are typically secured by a lien on the assets of the project to which they relate and a pledge of shares of The Group's related project subsidiary. The Group's loan agreements generally contain covenants, including limitations on the use of proceeds and restrictions on indebtedness, liens, asset sales, investments, transfer or ownership interests and certain changes in business. These covenants may limit the Group's subsidiaries' ability to pay dividends or make loans or advances to the Group, subject to the lender's waiver or consent.

For further details, see "*Description of Other Indebtedness*".

Contractual Obligations and Contingent Liabilities

In addition to payment obligations under borrowings, the Group also has continuing obligations to make certain payments. As at March 31, 2020, capital commitment (net of advances) pertaining to commissioning of wind and solar energy projects for the Group and the Restricted Group aggregated Rs. 11,955 million and Rs. Nil, respectively. The Group has made, and expects to continue to make, substantial capital expenditures in connection with the construction and development of the Group's projects.

As at March 31, 2020, the Group had the following contractual obligations:

	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings (Other than preference shares)						
Unlisted redeemable, noncumulative and nonconvertible debentures*	-	-	-	35,647	18,903	54,550
Compulsorily convertible debentures	-	-	65	261	745	1,071
Term loan from banks*	-	-	-	26,152	52,337	78,489
Term loan from financial institutions*	-	-	-	53,874	119,986	173,860
Senior secured notes*	-	-	-	130,525	23,088	153,613
Short term borrowings						
Acceptances (secured)	-	293	310	-	-	603
Loan from related party (unsecured)	190	-	-	-	-	190
Loan from body corporate (unsecured)	43	-	-	-	-	43
Buyer's/supplier's credit (secured)	-	583	3,927	-	-	4,509
Working capital term loan (secured)	-	5,630	-	-	-	5,630
Loan from bank (secured)	-	1,230	-	-	-	1,230
Lease Liabilities	-	104	148	767	3,312	4,332
Other financial liabilities						
Current maturities of long term borrowings*	-	10,983	37,001	-	-	47.984
Interest accrued but not due on borrowings	-	537	1,156	-	-	1,692
Interest accrued but not due on debentures	-	242	129	-	-	371
Derivative instruments	-	-	-	-	-	-
Capital creditors	-	8,926	-	-	-	8,926
Purchase consideration payable	-	272	-	-	-	272
Trade payables	-	3,690	-	-	-	3,690

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* Including future interest payments.

The Group is subject to legal proceedings and claims which arise in the ordinary course of business. See "*Business—Legal Proceedings*". Although occasional adverse decisions or settlements may occur, the potential loss, if any, cannot be reasonably estimated. However, the Group believes that the final disposition of current matters will not have a material adverse effect on the Group's financial position, results of operations or cash flow. The Group maintains various liability insurance coverage to protect the Group's assets from losses arising out of or involving activities associated with ongoing and normal business operations. The Group believes that it has adequately provided for contingencies which are likely to become payable. None of these contingencies is material to the Group's financial condition, results of operations or cash flows.

As at June 30, 2020, the Restricted Group had the following contractual obligations:

	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings						
Liability component of preference shares	-	-	-	-	1,147	1,147
Term loan from banks*	-	-	-	3,305	5,705	9,010
Loans from financial institutions*	-	-	-	6,169	12,425	18,594
Short term borrowings						
Working capital term loan	-	1,229	-	-	-	1,229
Loan from related party	3,777	-	-	-	-	3,777
Loan from body corporate	42	-	-	-	-	42
Buyer's/Supplier's credit	-	582	-	-	-	582
Lease liability	-	-	1	3	4	8
Other financial liabilities						
Current maturities of long term borrowings*	-	646	1,903	-	-	2,549
Interest accrued but not due on borrowings	857	21	-	-	-	878
Capital Creditors	413	371	-	-	-	784
Trade payables	649	52	-	-	-	701

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* Including future interest payments.

Off-Balance Sheet Arrangements

Neither the Group nor the Restricted Group is a party to any off-balance sheet arrangements.

Quantitative and Qualitative Disclosures about Financial Risks

General

The Group's activities expose it to a variety of financial risks, including market risk, credit risk and liquidity risk. The Group's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the Group's financial performance. The financial instruments of the Group, other than derivatives, comprise loans from banks and financial institutions, non-convertible bonds, demand deposits, short-term bank deposits, trade and other receivables, available for sale investments, trade and other payables.

Market Risk

Market risk is the risk that the fair values of future cash flows of a financial instrument will fluctuate because of volatility of prices in the financial markets. Market risk can be further segregated as interest rate risk and foreign exchange risk.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group's exposure to interest rate risk is primarily from the external borrowings used to finance its operations. In the case of external commercial borrowings and buyers credit, the Group believes its exposure to changes in market interest rates is insignificant as the respective group companies manage the risk by hedging the changes in the interest rates through cross currency interest rate swaps. The Group also monitors the changes in interest rates and actively refinance our debt obligations to achieve an optimal interest rate exposure.

The Group minimizes the foreign currency (U.S. dollar) interest rate exposure through derivatives and Indian rupee interest rate exposure through refinancing.

The Group uses certain types of derivative financial instruments (foreign currency forwards and cross-currency interest rate swap) to manage our exposure to foreign exchange and interest risk. The Group designates such derivative financial instruments (or its components) as hedging instruments for hedging exchange rate fluctuation and interest risk attributable to either a recognized item or a highly probable forecast transaction (cash flow hedge).

Foreign exchange risk

Foreign exchange risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Group's consolidated financial statements and the Restricted Group's combined financial statements are presented in Indian rupees. The functional currency applicable to the Group and the Restricted Group is also Indian rupees and it generates revenues and incurs costs in Indian rupees. Part of the equipment costs of the Group are denominated in foreign currencies (wherein the Group makes wind energy equipment purchases with Indian rupees and solar energy equipment with a mix of Indian rupees and U.S. dollars), and some borrowing costs, including the notes due 2022, the notes due 2024 and the notes due 2027, are in U.S. dollars, which are hedged. The Group intends to hedge the NCDs offered hereby in accordance with its policies and applicable law. Although the Group follows a conservative policy on hedging foreign exchange exposures on capital expenditure commitments and borrowings, timing gaps or delays in hedging against such exposure may cause the Group to incur additional costs.

Credit Risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Group's credit risk arises from accounts receivable balances on sales to customers. A significant portion of the Group's revenue is derived from sales to state-owned utilities and corporations under long-term PPAs and hence, potential risk of default is predominantly a governmental one. The Group also has trade receivables due from both private parties and government utilities. The Group is paid monthly by its customers for electricity sales. The Group assesses the credit quality of the purchaser based on its financial position and other information.

In addition, the Group maintains banking relationships with only creditworthy banks which the Group reviews on an ongoing basis. The Group enters into derivative financial instruments where the counterparty is generally a bank. Consequently, the credit risk on the derivatives and bank deposits is not considered material.

Liquidity Risk

Prudent liquidity risk management implies maintaining sufficient cash and cash equivalents and maintaining adequate credit facilities. In respect of our existing operations, we fund our activities primarily through long-term loans secured against our projects. We also maintain adequate liquidity in the form of bank deposits or liquid mutual fund investments to meet any obligations to lenders and vendors. Our objective in relation to our existing operating business is to maintain sufficient funding to allow the projects to operate at an optimal level.

INDUSTRY OVERVIEW

The information presented in this section has been extracted from CRISIL Research Report on Renewable Power Market in India (July 2020).

*CRISIL Research, a division of CRISIL Limited ("**CRISIL**") has taken due care and caution in preparing the report "Renewable Power Market in India" dated July 2020 (the "**Report**") based on the information obtained by CRISIL from sources which it considers reliable ("**Data**"). However, CRISIL does not guarantee the accuracy, adequacy or completeness of the Data or the Report and is not responsible for any errors or omissions or for the results obtained from the use of the Data or the Report. The Report is not a recommendation to invest or divest in any entity covered in the Report and no part of this Report should be construed as an expert advice or investment advice or any form of investment banking within the meaning of any law or regulation. CRISIL states that it has no liability whatsoever to the subscribers, users, transmitters or distributors of this Report. Without limiting the generality of the foregoing, nothing in the Report is to be construed as CRISIL providing or intending to provide any services in jurisdictions where CRISIL does not have the necessary permission and/or registration to carry out its business activities in this regard. The Restricted Group and the Company will be responsible for ensuring compliances and consequences of non-compliances for use of the Report or part thereof outside India. CRISIL Research operates independently of, and does not have access to information obtained by CRISIL's Ratings Division or CRISIL Risk and Infrastructure Solutions Ltd ("**CRIS**"), which may, in their regular operations, obtain information of a confidential nature. The views expressed in the Report are that of CRISIL Research and not of CRISIL's Ratings Division / CRIS. No part of the Report may be published or reproduced in any form without CRISIL's prior written approval.*

Overview of the Indian macroeconomic landscape

With a population of over 1.3 billion and an estimated GDP of Rs 145 trillion in fiscal 2020, India is the seventh largest economy. The country has favourable demographics because of one of the largest young populations, with a median age of 28 years. About 90% of Indians will be aged below 60 in calendar year 2020. Of them, 63% will be aged between 15 and 59 years, as per United Nations Department of Economic and Social affairs.

Further, working population of India is more than the total population of countries, such as Russia, Brazil and the US. The working population, which rose at a ~2% compound annual growth rate (CAGR) over 2008 to 2018, is expected to increase further, thereby driving consumption and growth.

Urbanization is another big growth driver for India, as this leads to faster infrastructure development, job creation, development of modern consumer services and the city's ability to mobilise savings. The share of urban population in total population, which stood at about 31% in 2011, has been consistently rising over years and is expected to reach 36% by 2022, spurring more demand

Urban consumption in India has shown signs of improvement and, given India's favourable demographics coupled with rising disposable income, the trend is likely to continue and drive economic growth for the country.

Pandemic drives the global economy to a synchronized slowdown; 4.2% growth expected in calendar year 2021

The global economy is deeply hit by the widespread Covid-19 pandemic, as it represents the largest economic shock the world economy has witnessed in decades, causing a collapse in global economic activity. The World Bank, in its June 2020 Global Economic Prospects, has forecast a contraction of 5.2% in global GDP in 2020, the deepest global recession in eight decades, despite unprecedented policy support. Per-capita income in the vast majority of emerging market and developing economies (EMDEs) are expected to shrink this year, tipping many millions back into poverty. The global recession would be deeper, if bringing the pandemic under control took longer than expected, or if financial stress triggered cascading defaults. The pandemic highlights the urgent need for health and economic policy action—including global cooperation—to cushion its consequences, protect vulnerable populations, and improve countries' capacity to prevent and cope with similar events in the future.

The developed economies are expected to witness a contraction of -7% in 2020, but revive with 3.9% GDP growth in 2021. Emerging economies are expected to witness a de-growth of 2.5% in 2020 and a revival of

4.6% in 2021. The assumption is that the pandemic recedes in such a way that domestic mitigation measures can be lifted by the mid of 2020, while adverse global spill-overs ease during the second half of the year and dislocations in financial markets do not long last. Although a moderate recovery is envisioned in 2021, with global growth reaching 4.2%, output is not expected to return to its previously expected levels.

Indian GDP expected to contract 5% in fiscal 2021, followed by a rebound of ~8% in fiscal 2022

CRISIL Research expects India's GDP to contract 5.0% in fiscal 2021 from an estimated growth of 4.2% in fiscal 2020. Non-agricultural GDP is expected to de-grow 6%, while agriculture could cushion the blow by growing at 2.5%, supported by a normal monsoon. The forecast for Indian GDP in fiscal 2021 is primarily based by the following factors:

- *Lockdown extension*: The lockdown and restrictions have been extended four times to deal with the rising number of cases, curtailing economic activity severely and leading to a badly hit first quarter. Not only will the first quarter be a washout for the non-agricultural economy, services such as education and travel and tourism, could continue to see a big hit in the quarters to come. Jobs and incomes are likely to witness extended losses, as these sectors are large employers.

- *Economic costs higher than earlier expectations*: Purchasing manager indices (PMIs) witnessed an extraordinary contraction in April 2020 for the manufacturing and services sectors at 27.4 and 5.4, respectively, compared with 51.8 and 49.3 in the previous month. Further, exports contracted 60.3% in April 2020 and new telecom subscribers declined 35%, while railway freight movement plunged 35% on-year.

- *Economic package*: The Rs 20.9 lakh crore economic relief package announced to support the economy has short-term measures to cushion the economy, but the reforms are likely to payoff over the medium term.

- *Softer crude oil prices*: Crude oil prices are expected to average USD 30-35 per barrel in fiscal 2021, providing some cushion to the economy

- *Normal monsoon*: The Indian Metrological Department expects the southwest monsoon to be 96-104% of the long-period average, which will support the agriculture sector

Key Projections

	2016-17	2017-18	2018-19	2019-20E	2020-21F
GDP growth (%)	**8.2**	**7.2**	**6.1**	**4.2**	**-5.0**
CPI (%, average)	4.5	3.6	3.4	4.8	4.0
CAD/GDP (%)	-0.7	-1.8	-2.1	1.0	0.2
Exchange rate (Rs/USD M, March-end)	65.9	65	69.5	74.4	74
10-year G-sec yield (%, March-end)	6.8	7.6	7.5	6.2	6.5

F: Forecast
Source: Central Statistics Office (CSO), Reserve Bank of India (RBI) and CRISIL estimates

India's economic outlook favorable as against the global average

According to World Bank forecasts, India's growth is expected to revive to 3.1% in CY 2021. The growth slowdown, which began in the fourth quarter of fiscal 2018, has continued till fiscal 2020.

Growth deaccelerated in 2019 since environmental and corporate regulatory uncertainty, together with concerns about the health of the nonbank financial sector, weighed on demand. Moreover, there was sector-specific weakness in the automobile industry, resulting in growth slowing further in 2019. Private consumption fell to a low of 9% while fixed investment growth declined at 0.4% in fiscal 2020. Meanwhile, weak consumption demand and low capacity utilization rates kept manufacturing investments in the lull.

However, India is on track to recovery. The ongoing liberalization of India's FDI regime has triggered an investment surge, especially after the launch of the 'Make in India' campaign in October 2014. FDI has increased at a sustained level since fiscal 2015, and surpassed foreign portfolio investment (FPI) since fiscal 2016. This is a positive development because FDI is sticky and long-term in nature as compared with FPI. FDI inflows have risen to ~USD 30.7 billion in fiscal 2019 from ~USD 22 billion in 2014. Further, India had already recorded FDI inflows of ~USD 30 billion by the third quarter of fiscal 2020.

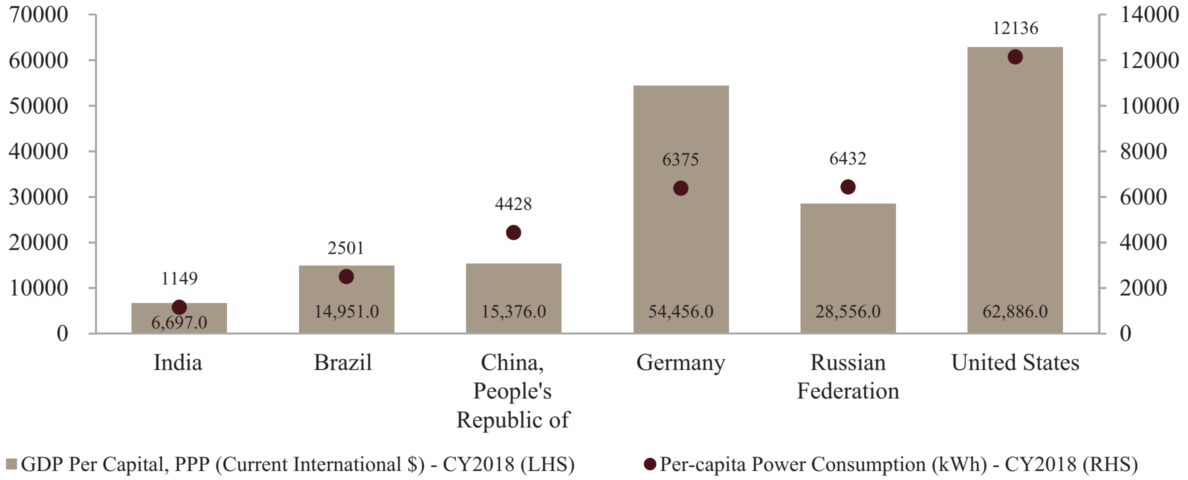
Reduced macroeconomic vulnerability, coupled with improved government spending in infrastructure sectors, education, etc., has enhanced India's global competitive index (GCI) ranking to 58 in fiscal 2018 from 71 in 2015, as per the World Economic Forum. It has also helped India enter the top 100 in the World Bank's 'Ease of Doing Business' rankings in fiscal 2018. In essence, India is in a sweet spot, compared with other major global economies.

Indian power sector

The power industry is a core sector, fulfilling the energy requirement of several other industries and having a multiplier effect on the economy. Electricity consumption in India at ~1164 TWh was the third highest after China (5581 TWh) and the US (~3738 TWh), with a 5.4% global share in 2017. In line with this, India was also the third largest producer of electricity, after China and the US, with 5.83% global share in electricity generation in 2017.

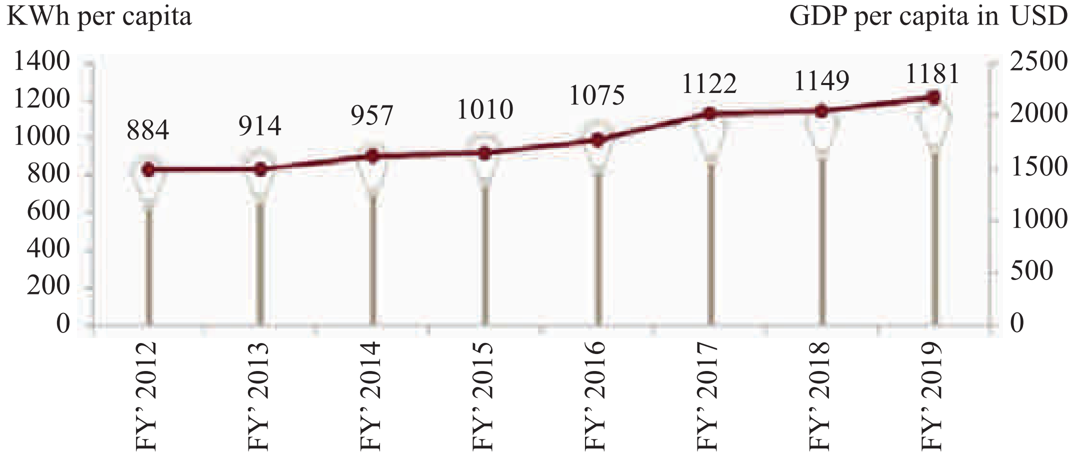
Despite being among the top three power consumers in the world, the per-capita electricity consumption in India is only 1,149 kWh in 2018 (Source: CEA). This is lowest among the BRICS (Brazil, Russia, India, China and South Africa) nations. This indicates the strong growth potential of the Indian power sector.

India's per-capita power consumption was almost half of the world's average 2018 (Jan-Dec)



Note: Per capita power consumption is calculated by dividing the Total electricity consumption (From EIA) with total population (available from World Bank). Per capita electricity consumption for India is taken from CEA.
Source: World Bank, CEA, EIA, CRISIL Research

Growth in per capita power consumption in India rising at CAGR ~4% and is in sync with per capita GDP growing at CAGR 6%

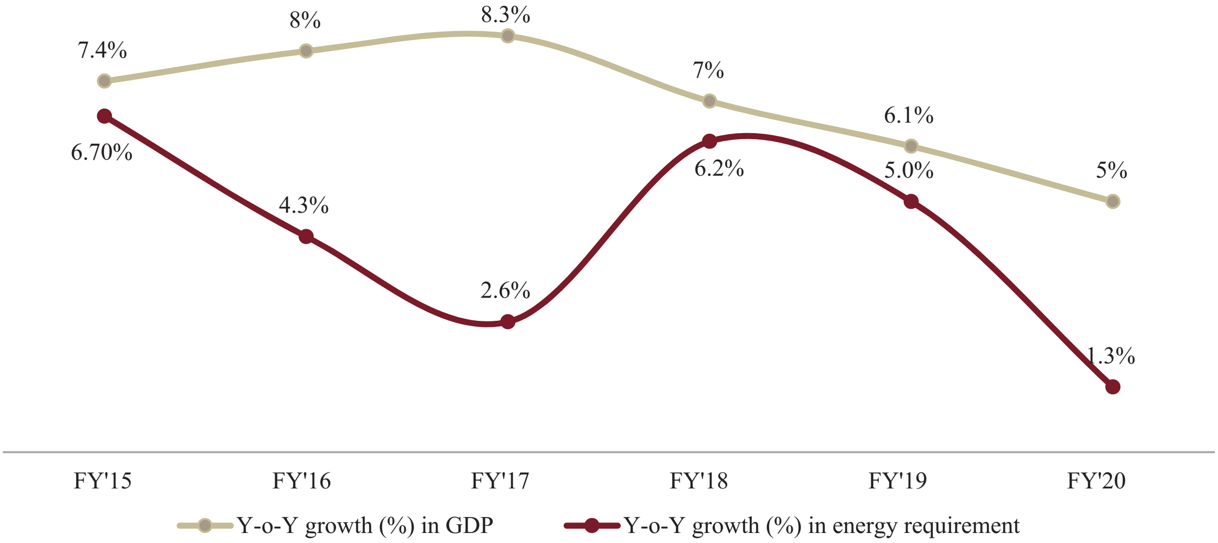


Source: International Monetary Fund (IMF), CEA, CRISIL Research

Growth in power demand has not kept pace with the growth in GDP over previous years

Historically, the power demand growth has largely followed GDP growth trend. However, in the past 5 years, the power demand has remained low despite average GDP growth of ~7.5%, largely on account of following reasons:

- Well-distributed and satisfactory monsoon over the period leading to lower power consumption by agricultural pumps and also lower cooling demand from urban commercial centers
- *Improvement in energy efficiency*: Government distribution of LEDs and efficient appliances under the Unnat Jeevan by Affordable LEDs All (UJALA) scheme as well as streetlight national program has resulted in ~47.08 billion units of energy savings as on June 2020, which is equivalent to ~3.6% of India's energy requirement
- Reduction in AT&C losses- from 24.6% at the end of fiscal 2015 to 18.73% in June 2020
- *Power cuts & load shedding owing to weak financial health*: At all India level, ~6 to 7 hours/day of power cuts still exist (as of June 2019) in rural areas and in states like Jharkhand, the duration is as high as 9 hours/day



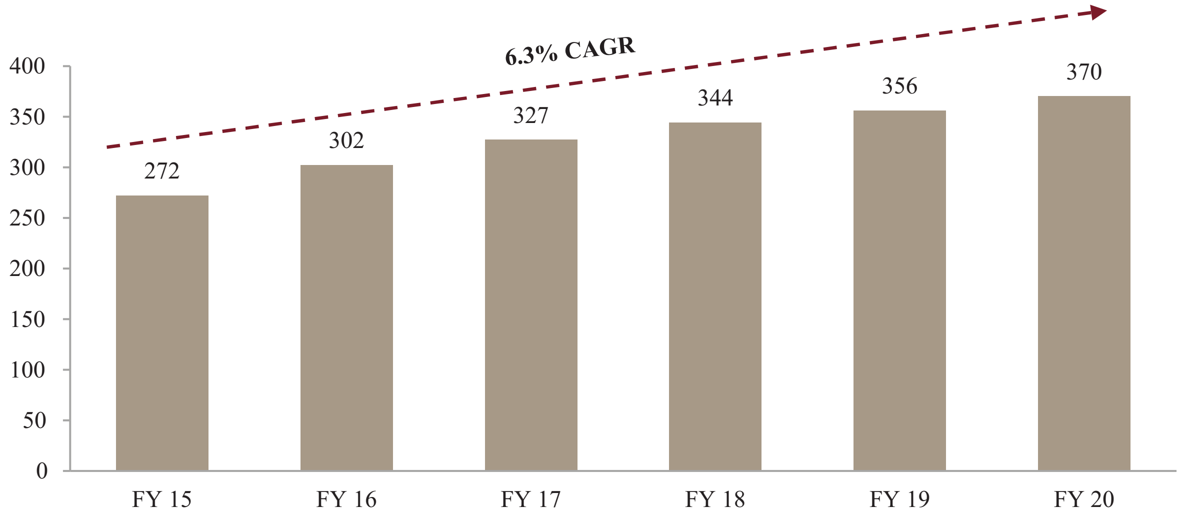
Source: CRISIL Research

Power demand is estimated to rise at a tepid ~3% CAGR over fiscals 2021-25, majorly because of a decline in power demand in fiscal 2021 on account of the pandemic-wrought downturn. Gradual demand recovery will be driven by a slow uptick in economy, higher residential demand owing to rapid urbanization and high latent demand, and government push for rural electrification

Demand-Supply Review

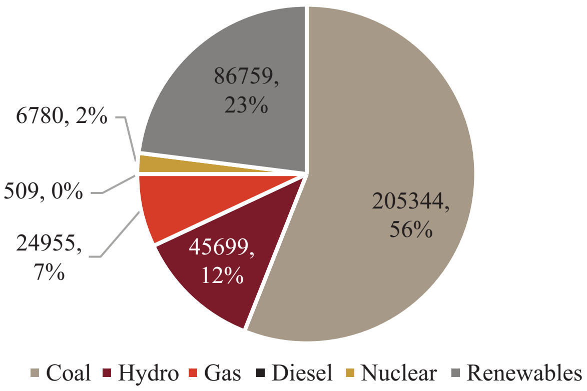
The total installed generation capacity at the end of March 2020 was 370 GW, of which approximately 130 GW of capacity was added over fiscals 2013-19. Coal and lignite-based installed power generation capacity has maintained its dominant position over the years and accounts for 54% as on March 2020. However, renewable energy installations have more than tripled to ~86.7 GW capacity as on March 2020, compared with 25 GW as on March 2012 (Source: MNRE), constituting ~23% of total installed generation capacity as of date. In particular, this growth has been led by solar power, which grew at breakneck speed to ~34.4 GW from 0.9 GW over the period.

Evolution of installed generation capacity (GW)



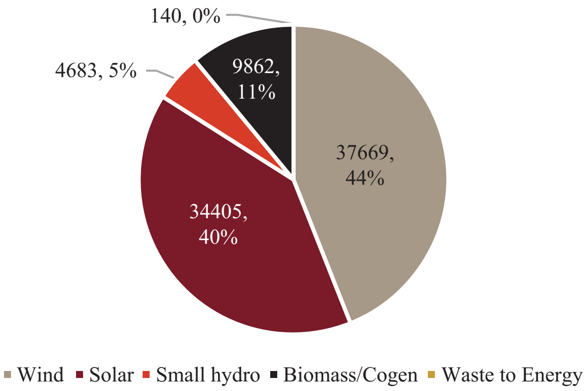
Note: 6.3% CAGR is for capacity additions growth between fiscal 2015-fiscal 2020.
Source: CEA, CRISIL Research

Source wise generation capacity mix Mar 2020 (MW, %)



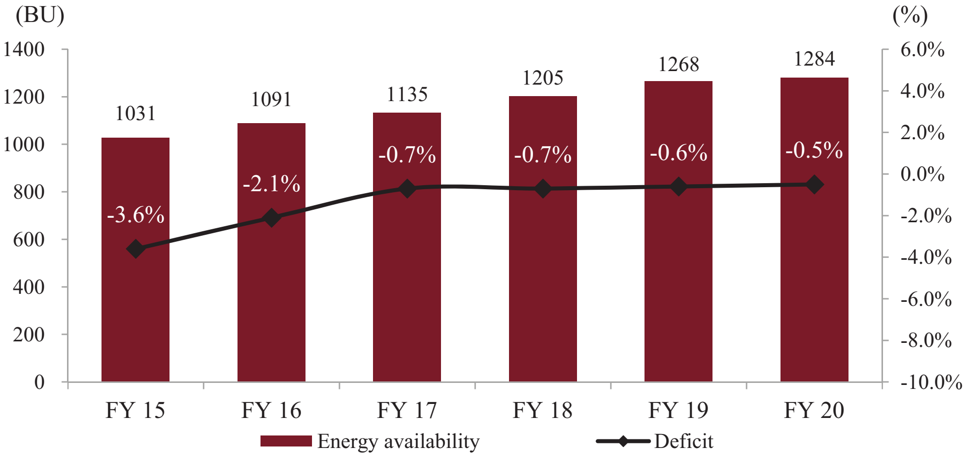
Source: CEA, CRISIL Research

Renewable Energy Capacity as on Mar 2020 (MW, %)



Source: CEA, CRISIL Research

Rising supply led to drop in power deficit; at 0.5% in fiscal 2020



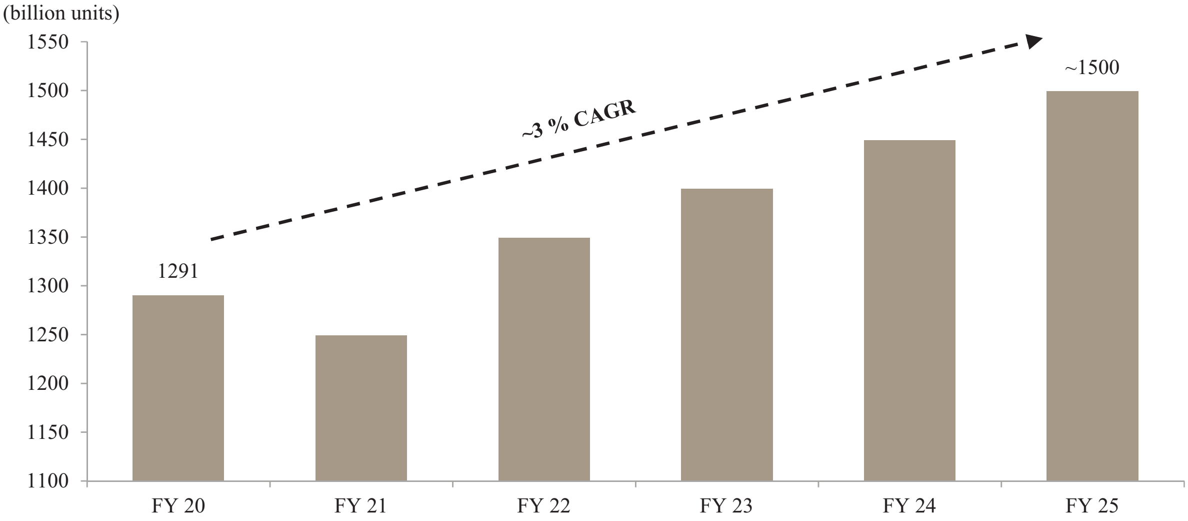
Source: CEA, CRISIL Research

Energy demand grew at 3.8% CAGR while power supply increased at a faster 4.5% CAGR over fiscals 2015-20 on the back of strong capacity additions and improving transmission infrastructure. Thus, while energy deficit has been on a downward spiral, India remains a marginally power-deficit country in a growing demand scenario. The decline was sharp, particularly in fiscal 2017, on account of muted demand growth of 2.5%. The low demand was the result of a decline in consumption across categories owing to energy efficiency measures, transmission and distribution (T&D) loss reduction in key states driven by adoption of UDAY scheme.

In fiscals 2018 and 2019, power demand grew at 6.2% and 5% on-year, respectively, led by a low base and gradual pickup in consumption across categories with impetus from electrification of un-electrified households, transmission and distribution network expansions, healthy economic activity, etc. Strengthening of inter-regional power transmission capacity over the past five years has supported the rapid fall in deficit levels as it reduced supply constraints on account of congestion and lower transmission corridor availability, thereby lowering the deficit to 0.6% in fiscal 2019. Poor demand growth in fiscal 2020 owing to weakening economic activity and extended monsoon further improved the deficit to 0.5%

Demand-Supply Outlook

Energy requirement growth over next five years



Source: CRISIL Research

CRISIL Research expects energy requirement to grow at ~3% CAGR over fiscals 2021 to 2025. The beginning of fiscal 2021 has seen power demand slip as the nation went into lockdown to tackle the Covid-19 pandemic, bringing all economic activity to a screeching halt. With industries shuttered, offices locked up, and services such as retail, hospitality, and entertainment closed as a part of the containment measures, power demand continued its downward trajectory, registering a 22.7% on-year decline in April 2020. With relaxations now being allowed, the economy is slowly starting to open up, but economic activity is likely to remain sluggish for the rest of the fiscal with a mild recovery likely towards the end of the year as relief measures announced by the government begin to take effect.

With industrial & commercial activity expected to get restored to normal and economic growth is expected to make a comeback coupled with a low base effect as well as government spending on infrastructure, the power demand is expected to return to positive territory in fiscal 2022. Demand is expected to gradually pick up on the back of healthy recovery in economic growth, expansion in reach via strengthening of transmission and distribution (T&D) infrastructure, and improved power quality, thereby registering ~3% CAGR between fiscals 2021 and 2025

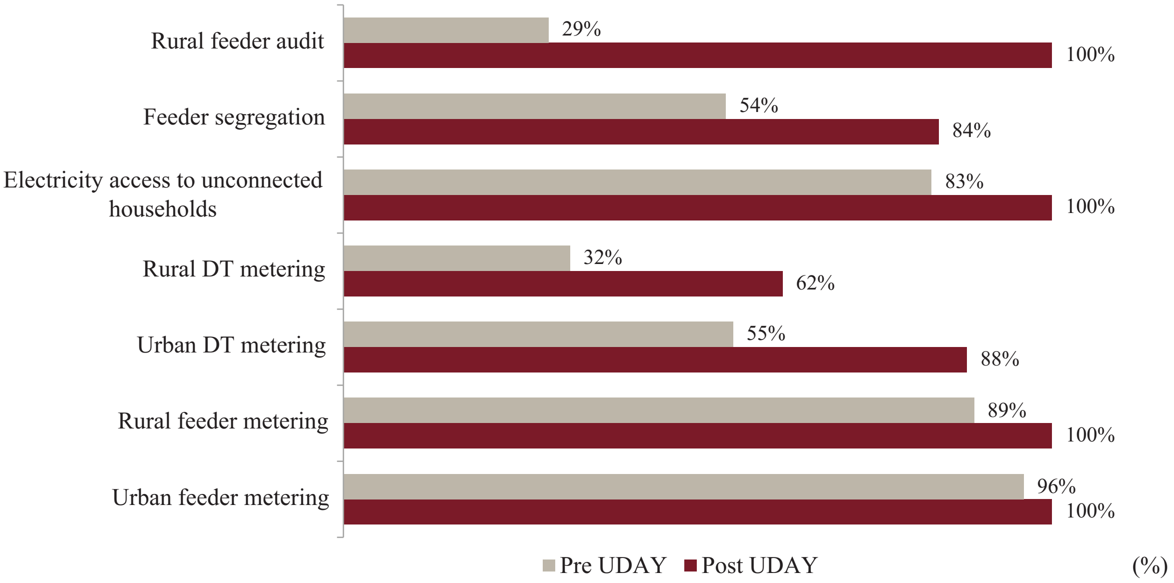
Distribution

Distribution is the final and critical link in the power sector value chain. However, the financial position of the distribution sector has deteriorated significantly over the last decade due to irregular tariff hikes, high AT&C losses and delay in subsidy payments by the respective state governments. This has adversely impacted power offtake by distribution companies (discoms) and also led to a delay in payments to generation companies.

Hence, to alleviate the financial stress in the power distribution sector, the government announced the UDAY scheme. The states opting for this scheme will take over 75% of the total debt outstanding on discoms' books as on September 30, 2015, while the remaining 25% debt will be converted into longer-tenure loans or bonds backed by state government guarantee. Around, 32 states / union territories have signed a Memorandum of Understanding (MoU) to implement the UDAY scheme. These states represent ~97% of the total outstanding debt of the discoms Rs 3.8 trillion (as on March 2015). Out of Rs 2.7 trillion worth bonds to be issued, 86.29% (or Rs 2.32 trillion) have already been issued by 16 states. Lower debt burden and subsequently lower interest outgo, reduction in power purchase cost and gradual decline in AT&C losses are expected to improve the financial health of discoms. This, in turn, will not only improve power offtake but also lead to more timely payment to generators by discoms.

UDAY improved liquidity and operational efficiency of discoms to an extent

Operational parameters as of May 2020 show signs of improvement post UDAY implementation

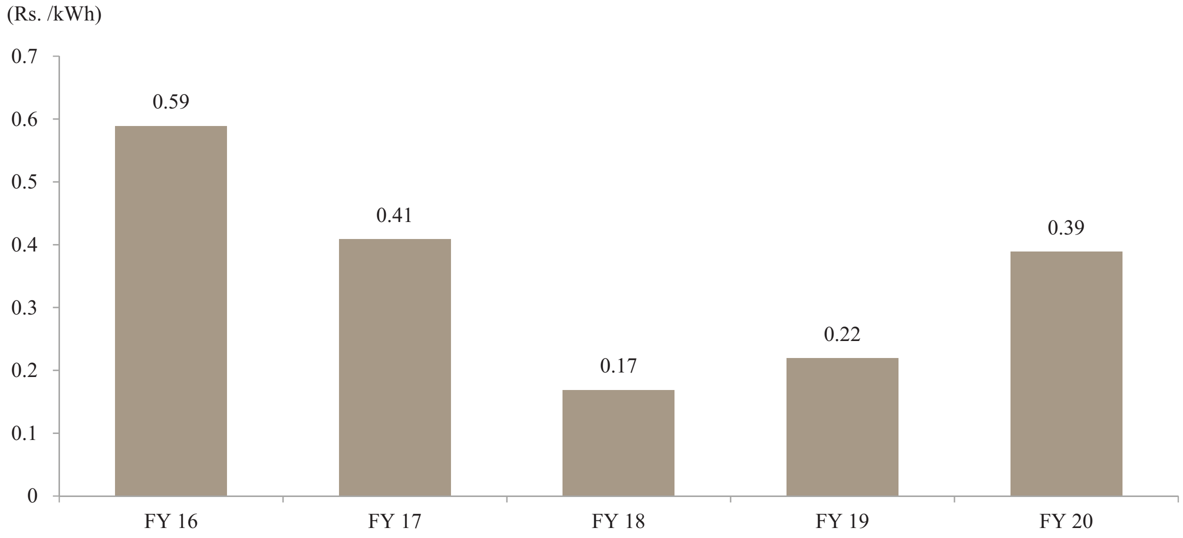


Source: UDAY, MoP, CRISIL Research

With bonds worth Rs 2.3 trillion (86.3% of target) being issued as of June 2020, the debt and interest burden on discoms has reduced, resulting in higher liquidity. This would ease the financial stress on discoms and improve their power offtake ability at least in the initial two years. As of May 2020, Gujarat, Karnataka and Maharashtra were among the top performing states, followed by Telangana, Himachal Pradesh and Haryana

In fiscal 2019, the ACS-ARR gap (i.e. the difference between average cost of supply and average revenue realisation) reduced to Rs 0.22 per unit while AT&C losses came down to ~19% from Rs 0.59 per unit and ~23%, respectively, in fiscal 2016. However, in fiscal 2020, the ACS-ARR gap increased to Rs 0.39 per unit and AT&C losses stood at 18.6%. Structural reforms such as timely tariff revisions and operational discipline are required to mitigate the gap on a sustainable basis. Thus operational & financial performance of utilities are expected to improve by fiscal 2022 post implementation some of the reforms planned by Central Government under proposed Electricity Act amendment bill 2020

Gap between ACS and ARR

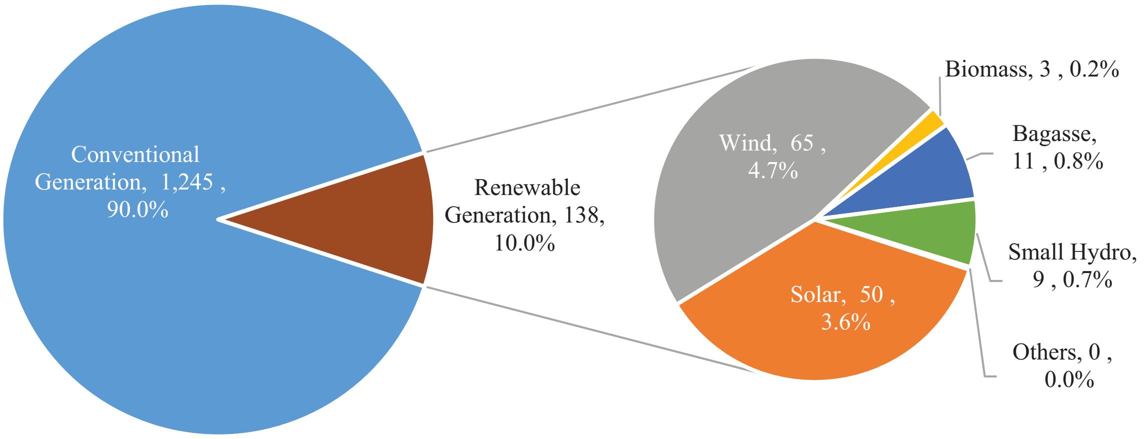


Source: UDAY portal, CRISIL Research

Overview of renewable energy sector in India

The renewable energy installations have more than tripled to ~86.7 GW as on March 2020, compared with 25 GW as on March 2012 (source: MNRE) led by various central and state level incentives. As on March 2020, installed grid connected renewable energy generation capacity in India constituted ~23% of the total installed generation base in India. In particular, this growth has been led by solar power, which has grown to ~34.4 GW from ~0.09 GW over the discussed time period

Renewable energy penetration is ~10% in India at the end of fiscal 2019-20



Source: MNRE; CRISIL Research

Despite such strong capacity additions, there is huge potential for RE installations in India. From the table given below, it is evident that there lies huge potential for RE installation in India.

Potential and cumulative capacity of RE (technology wise)

Technology	Potential	Cumulative capacity as on May 2019	Untapped Potential
Wind	302 GW (100 m hub height)	37.51 GW	264.49 GW
Solar ground mounted	750 GW	31.38 GW	718.62 GW
Bio-energy	25 GW	9.86 GW	15.32 GW
Small Hydro	20 GW	4.67 GW	15.33 GW
Waste to Energy	NA	0.14 GW	NA

Source: MNRE; NITI Aayog; CRISIL Research

However solar energy potential is highest in India among all commercially available renewable energy sources. As per an assessment done by the National Institute of Solar Energy (NISE) and a report by the Ministry of New and Renewable energy (MNRE), the top five states with the highest solar PV potential are Rajasthan, Jammu & Kashmir, Maharashtra, Madhya Pradesh and Andhra Pradesh. While the MNRE has considered 3% of wasteland that can be utilised in a state for the installation of ground-mounted solar PV projects, it has also considered 2%-25% of the rooftop space being utilised (1 kWp – 100 kWp) across various buildings, such as offices, shops, hospital, and government buildings, for setting up rooftop solar PV projects.

State wise estimated potential v/s % achievement of potential for solar energy across major states of India (as on May 2020)

States	Potential (GW)	Installed Capacity (GW)	Potential Achieved (%)
Andhra Pradesh	38	3.6	9.5
Gujarat	36	3.0	8.3
Karnataka	25	7.3	29.1
Madhya Pradesh	62	2.3	3.8
Maharashtra	64	1.9	2.9
Punjab	3	0.9	31.6
Rajasthan	142	5.2	3.7
Tamil Nadu	18	3.9	21.8
Telangana	20	3.7	18.4
Uttar Pradesh	23	1.1	4.7

Source: MNRE; NISE; CRISIL Research

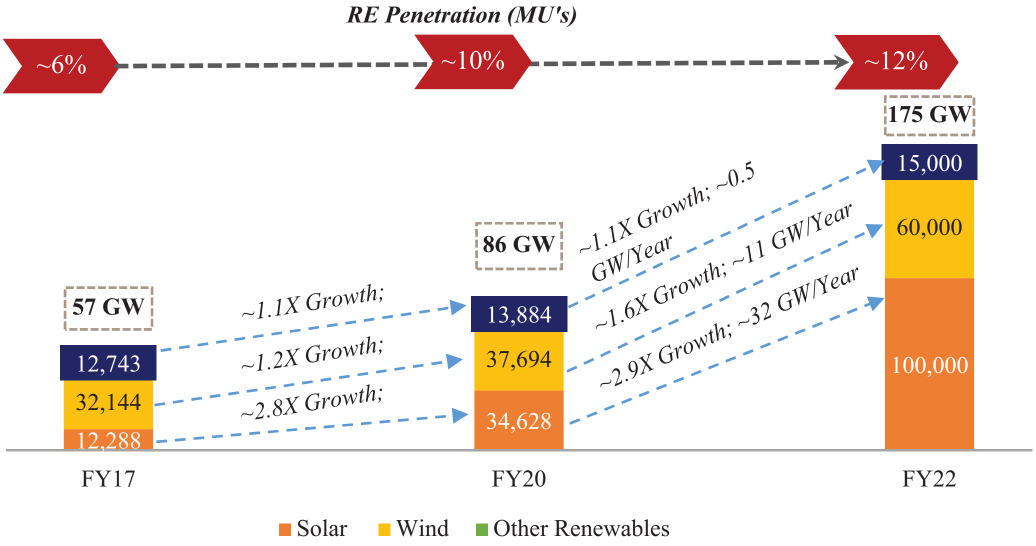
State wise estimated potential v/s % achievement of potential for wind energy projects across major states of India (as on May 2020)

States	Potential (GW)	Installed Capacity (GW)	Potential Achieved (%)
Andhra Pradesh	44	4.1	9.3
Gujarat	84	7.5	9.0
Karnataka	56	4.8	8.6
Madhya Pradesh	10	2.5	25.2
Maharashtra	45	5.0	11.1
Rajasthan	19	4.3	22.6
Tamil Nadu	34	9.3	27.3
Others	9	0.0	0.0

Note: Wind Power Potential at 100 mtr agl in GW.
Source: MNRE; NIWE; CRISIL Research

In 2014, the government has set the target for achieving 175 GW of renewable energy in India, with major focus on solar energy (100 GW by December 2022) and Wind energy (60 GW by fiscal 2022). While other renewable energy sources that includes Small hydro projects, Biomass projects and other renewable technologies have to be ramped up to 15 GW by fiscal 2022

Revised renewable energy capacity addition targets till fiscal 2022



Source: MNRE; CRISIL Research

Major independent power producers in India

List of Major IPPs along with their installed operational capacities in India as on May 2020

IPP Name	Wind Installed Capacity (MW)	Solar Installed Capacity (MW)	Other Renewable Installed capacity (MW)	Total Installed Capacity (MW)
ACME Solar	0	2,400	0	**2,400**
Adani Green Energy	379	2148	0	**2,527**
Azure Power	0	1,808	0	**1,808**
CLP India Private Limited	924	372	0	**1,296**
Greenko Energies Private Limited	2358	1916	393	**4,667**
Hero future energies	580	950	0	**1,530**
Mytrah Group	1,000	400	0	**1,400**
ReNew Power Ventures Private Limited	3,245	2,081	117	**5,443**
Sembcorp Green Infra Limited	1,619	35	0	**1,654**
Tata Power Renewable Energy Limited	1161	1705	0	**2,866**
Sprng Energy	0	194	0	**194**

Note: The capacities of players are based on the information available in public domain
Source: Company Websites, Investor Presentations, Industry; CRISIL Research

List of Major IPPs along with their under construction capacities in India as on May 2020

IPP Name	Wind under construction Capacity (MW)	Solar under construction Capacity (MW)	Other Renewable under construction capacity (MW)	Total under construction Capacity (MW)
ACME Solar	0	2,500	0	**2,500**
Adani Green Energy	1125	397	990	**2,512**
Azure Power	0	1,537	0	**1,537**
CLP India Private Limited	0	0	0	**0**
Greenko Energies Private Limited	560	2,180	1,750	**4,490**
Hero future energies	550	500	0	**1,050**
Mytrah Group	900	0	0	**900**
ReNew Power Ventures Private Limited	1,918	2,190	42	**4,150**
Sembcorp Green Infra Limited	350	0	0	**350**
Tata Power Renewable Energy Limited	0	700	0	**700**
Sprng Energy	797.5	750	0	**1,548**

Note: The capacities of players are based on the information available in public domain
Source: Company Websites, Investor Presentations, Industry; CRISIL Research

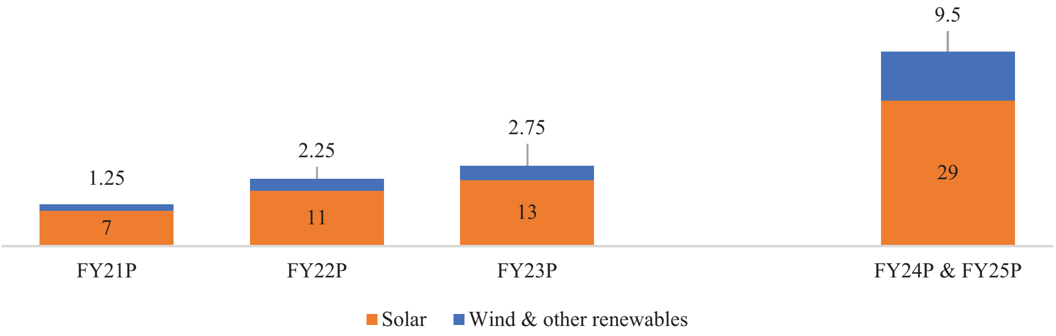
List of Major IPPs along with their total (Operational + under construction) capacities in India as on May 2020

IPP Name	Wind Total Capacity (MW)	Solar Total Capacity (MW)	Other Renewable Total capacity (MW)	Total Capacity (MW)
ACME Solar	0	4,900	0	**4,900**
Adani Green Energy	1,504	2,545	990	**5,039**
Azure Power	0	3,345	0	**3,345**
CLP India Private Limited	924	372	0	**1,296**
Greenko Energies Private Limited	2,918	4,096	2,143	**9,157**
Hero future energies	1,130	1,450	0	**2,580**
Mytrah Group	1,900	400	0	**2,300**
ReNew Power Ventures Private Limited	5,163	4,271	159	**9,593**
Sembcorp Green Infra Limited	1,969	35	0	**2,004**
Tata Power Renewable Energy Limited	1,161	2,405	0	**3,566**
Sprng Energy	798	944	0	**1,742**

Note: The capacities of players are based on the information available in public domain
Source: Company Websites, Investor Presentations, Industry; CRISIL Research

To sum up, the renewable energy market of India is one of the most attractive markets globally on account of large capacity additions, strong government support and a favorable policy regime. Further, India is the fourth largest in terms of installed wind energy capacity. Going forward, CRISIL believes 75-79 GW of RE capacities (solar and wind) will be added over fiscals 2021-2025. Also going forward, RE capacity additions are expected to exceed conventional capacities, which will eventually result in higher RE penetration

Strong government support, falling tariffs and easing transmission constraints to drive RE capacity addition

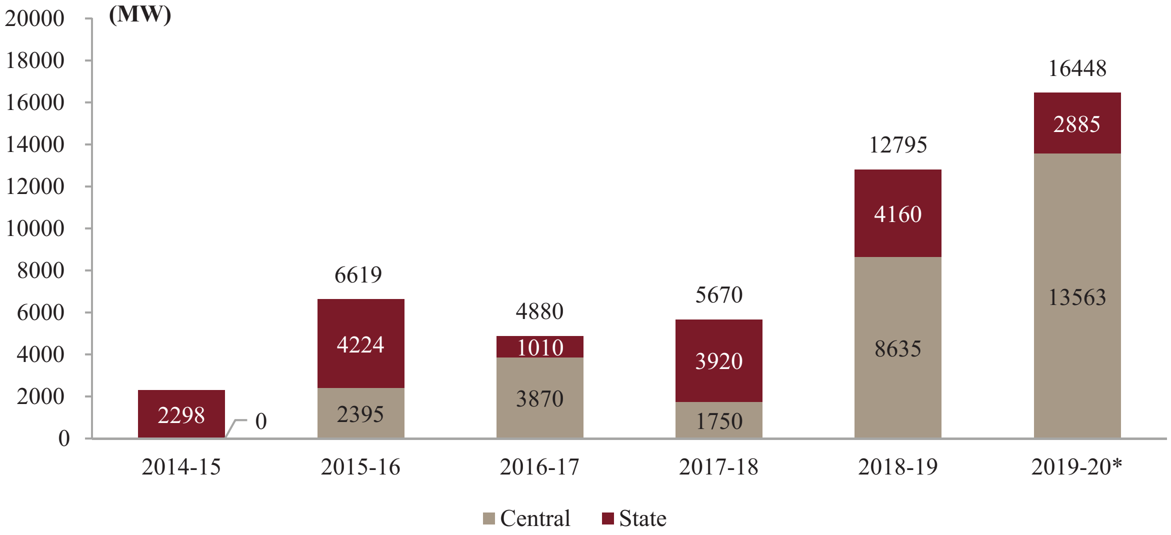


Note: P-Projected Capacity additions for solar includes both solar ground mounted and solar rooftop capacity additions. It does not include the outlook on the off-grid/Captive power.
Source: MNRE; CEA, CRISIL Research

Indian Solar Power market

The growth story of the solar sector in India commenced with the commissioning and operation of 15 MW of solar Photovoltaic (PV) pilot projects between 2008 and 2009. Later, with the introduction of the NTPC Vidhut Vyapar Nigam Limited (NVVN) scheme under Jawaharlal Nehru National Solar Mission (JNNSM) (which allowed bundling of solar power with cheaper thermal power), solar capacity allocations have picked up the pace.

Solar capacities (MW) allocated/tendered over 2012-2020 under Central and state government schemes



Note: The chart represents fiscal year (April-March). Central schemes include allocations/tendered by NVVN, NTPC and SECI, while state schemes include allocations by state discoms. Allocation under REWA is included under state allocation. Central rooftop (SECI) allocations have been excluded *Includes re-issued tender.
Source: CRISIL Research

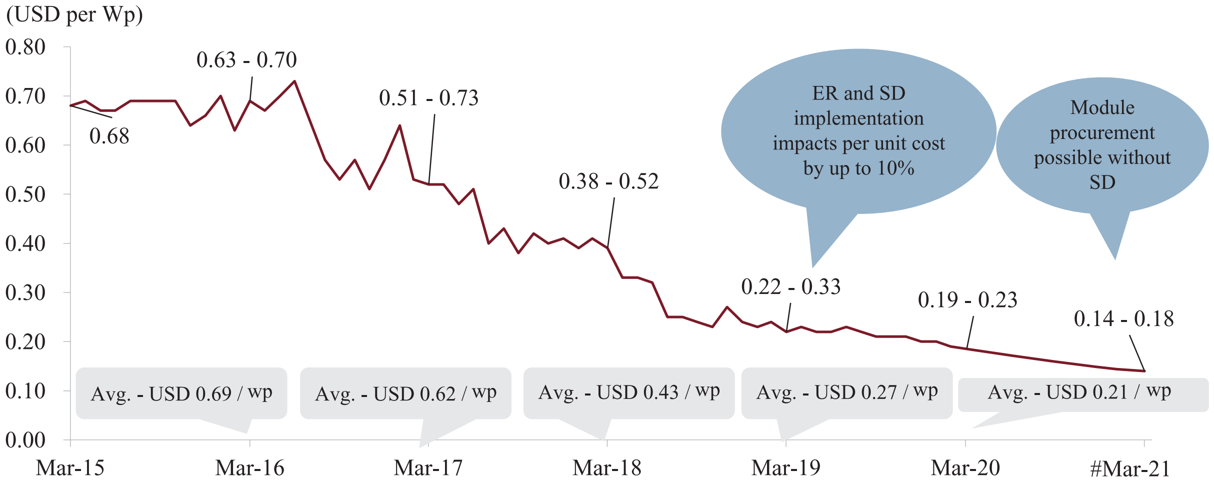
By March 2012, India had reached close to 1 GW of Installed capacity, with projects providing satisfactory generation performance along with timely receipt of payments from both NVVN and discoms of Gujarat. The bidding guidelines became stringent to avoid commissioning default by successfully bid projects and to ensure the entry of only serious players. Further, the MNRE created a new agency, namely Solar Energy Corporation of India (SECI), to handle the solar biddings and channelize the subsidy, incentives to developers. Consequently, between March 2012 and March 2016, the Central government has released several schemes, such as NSM Phase II Batch II Tranche I (3 GW), Batch III (3 GW), Batch IV (5 GW), Batch V (1 GW), Batch VI (50 MW), over and above other schemes for the defense organisations, canal-top plants and 1.5 GW under-rooftop solar plants. Further, many states, such as Madhya Pradesh, Andhra Pradesh, Telangana, Karnataka, Maharashtra and Tamil Nadu, have introduced their solar policy and respective targets, and have also allocated 7 GW of solar capacities during this period.

After witnessing a continuous decline in solar tariffs over the years and revision of solar targets under the National solar Mission (NSM) (from 20 GW till 2021-22 to 100 GW in 2021-22), the government has increased its focus on improving the supportive infrastructure for solar projects, including the construction of solar parks and green energy corridors. Further, allocations under the Central government schemes rose to meet the solar power demand from state discoms willing to meet their revised RPO targets (the National Tariff Policy has revised the solar RPO target to 10.5% by 2021-22). Such large allocations resulted in growth of solar IPPs in India and ReNew Power became first IPP in India to cross 1 GW of renewable energy portfolio in April 2016. Further lower counterparty risk, lower offtake risk (because of solar park transmission infrastructure) and multilayer payment security mechanism attracted more IPPs with access to cheaper funds.

Declining module prices and tariffs

Global average solar module price, which constitutes 55-60% of the total system cost, crashed 73% to USD 0.47/watt in 2016 (average for January-December) from USD 1.78/watt in 2010. In fact, prices continued to decline to USD 0.22/watt by end-August 2019, owing to the wide demand-supply gap in the global solar module manufacturing industry. Historically, global solar demand has been half of the total module manufacturing capacity. Moreover, innovation in the manufacturing processes has reduced cost, putting downward pressure on module prices. Further, declining inverter prices (6-7% of the capital cost), which fell to USD 21/watt by March 2020, reduced system costs

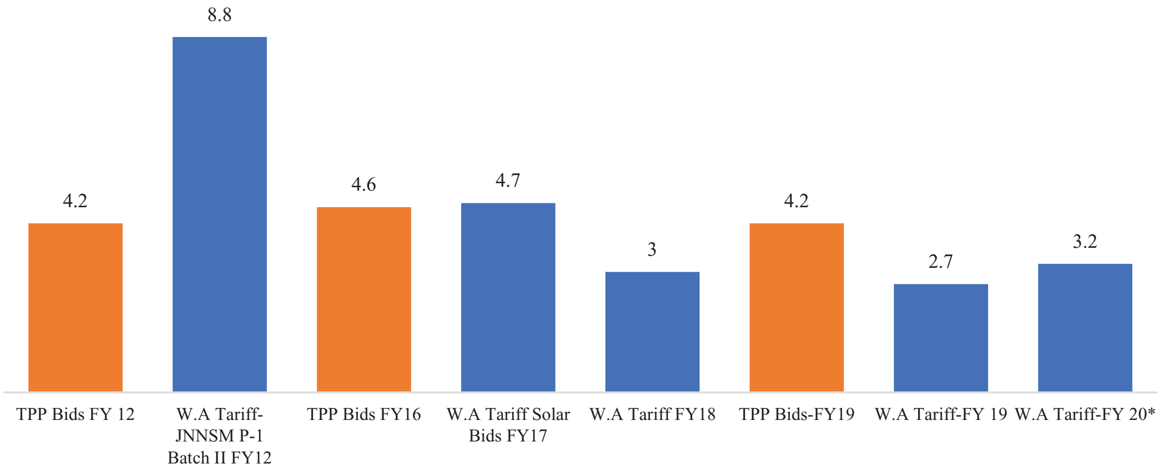
Module prices declined over 86% from 2010 to fiscal 2020



Note: # March 2021 prices are projection
Source: Industry CRISIL Research

With the decline in the prices of solar modules, tariffs of solar power have fallen. In fact, solar power has scored over coal-based power in terms of competitiveness of tariffs. While the average bid tariffs for 2016-17 were Rs 4.7/unit, bid tariffs have reached new low of Rs. 2.44/unit in Bhadla solar park biddings in May 2018. Further the weighted average tariffs for bids conducted in fiscal 2019 were awarded at Rs. 2.7/unit while in fiscal 2020 weighted average tariff increased to Rs. 3.2/unit on the account of tariff for wind-solar storage capacity allocations with awarded tariff above Rs. 6/kWh. Further in fiscal 2021, the lowest bid tariff reached to Rs. 2.36/kWh in 2 GW of the interstate transmission system (ISTS) connected solar projects (Tranche IX) auction.

Competitively bid solar power tariffs are much lower vis-à-vis coal-based power



Note: TPP—Thermal power plant; JNNSM—Jawaharlal Nehru National Solar Mission; *includes tariff for wind-solar storage capacity allocations
W.A—Weighted average levellised tariffs
Source: Details of Case I bids, Bidding of power from stressed assets, CEA; CRISIL Research

Strong government thrust

The government has laid significant thrust on climate change for which it provided a framework, National Action Plan on Climate change (NAPCC), in 2008, where it proposed an eight pronged strategy—National Solar Mission (NSM), Energy efficiency, Sustainable habitat, Water planning, Himalayan ecosystem, afforestation, sustainable agriculture and strategic knowledge on climate change. As can be seen, the government has laid significant emphasis on the solar power in particular. This is also evident from the 100 GW out of 175 GW target set out by the government. The government support to solar sector in India is reflected from the below:

Introduction of the National Solar Mission (NSM)

In line with the NAPCC, the government launched the Jawaharlal Lal Nehru National Solar Mission (JNNSM), in fiscal 2010, under which it has undertaken several initiatives to promote low cost solar power in the country.

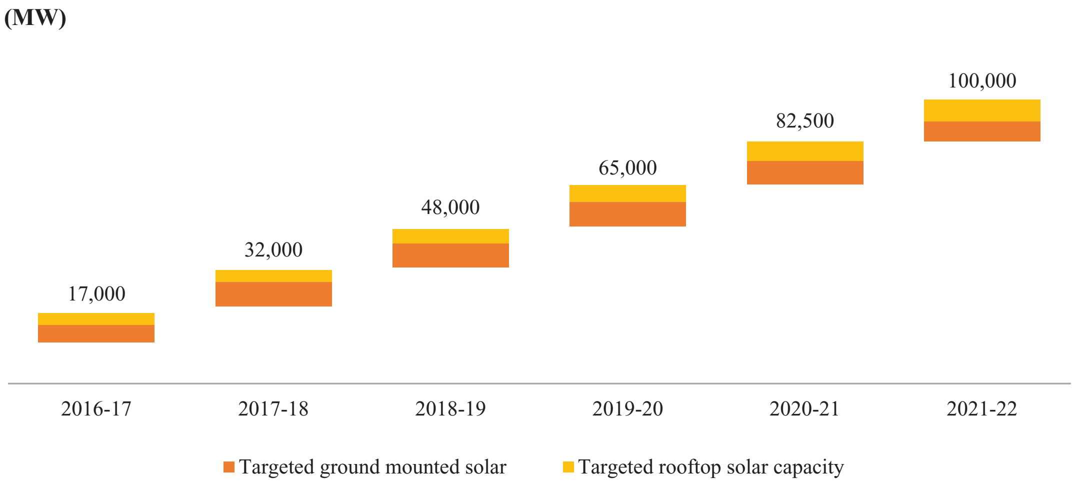
Some of the key initiatives taken under the NSM scheme are as follows

- The government has appointed NTPC Vidhut Vyapar Nigam limited (NVVN, the trading arm of NTPC) to buy competitively bid solar power and bundle it with cheaper thermal power to sell it to discoms. The objective was to reduce the average power purchase cost of solar power.

- Under the NSM, NTPC has committed to add 10 GW of solar power by fiscal 2022

- The government is incentivizing the central public sector undertakings (CPSUs) to install solar power under the viability gap funding mechanism. Under the batch V of NSM it has already allocated ~1 GW. Further, the government has mandated large public sector institutions like India railways, Defense establishments, Airports authority of India, Metro corporations to substitute part of their power consumption with solar power.

Break-up of the solar capacity addition targets under NSM



Source: MNRE; CRISIL Research

Operational support to execute solar projects

Apart from providing incentives, the government has lent significant support to the solar power sector for execution of projects.

Solar parks: One of the most important initiatives by the government has been setting up of solar parks in the country. This is critical given the land intensive nature (~5 acres required per MW of solar PV) of solar projects coupled with low average holding (1.16 hectare) per person in India. Under the Solar Park Policy released in September 2014, the government planned to prepare land banks for 20,000 MW of solar projects spread across 25 states. Further, the capacity of the scheme was doubled from 20,000 MW to 40,000 MW on March 21, 2017, to set up at least 50 solar parks by fiscal 2022. Such parks significantly reduce construction/ execution risk as it includes contiguous parcel of land, evacuation infrastructure (HV/EHV substation evacuating to state grid substation) and other ancillary infrastructure and utilities such as road, water and drainage, etc.

As reported by the MNRE, based on the proposals received from the states, 39 solar parks of aggregate capacity 22,879 MW have been approved for 17 states up to December 2019, while over 1,31,000 lakh acres of land identified for various solar parks; out of this, over 82,600 acres have been acquired. Moreover, aggregate capacity 7,767 MW has been commissioned for various solar parks

Availability of contiguous parcels of land: With rapid capacity additions and stiff competition, it becomes imperative for developers to acquire land at competitive costs and in areas with high levels of solar irradiance. The 40 GW solar park scheme is facilitative in this aspect, but capital costs and, hence, tariffs do fluctuate state to state depending on land prices and irradiance quality.

Land acquisition is difficult, considering that average land holding in India is small at 1.16 hectare (NABARD 2014). To acquire large tracts of land in a single location, many stakeholders have to be involved which slows down the pace of project execution. The central and state governments have taken the following measures to speed up the land acquisition process. The government plans to prepare land banks for 40,000 MW (doubled from 20,000 MW in March 2017) of solar projects spread across 25 states in India, under its Solar Park Policy released in September 2014. Under this policy, a state designated nodal agency (SNA) will construct solar parks of 500-1,000 MW size each in association with either SECI or a PSU or in a joint venture with a private developer under the PPP model. The central government will provide budgetary support of Rs 20 lakh/MW to the entity undertaking the solar park projects with all necessary infrastructure such as land, transmission, roads, drainage, water and warehousing.

Currently, 21 states (including Andhra Pradesh, Madhya Pradesh, Gujarat, Rajasthan, Uttar Pradesh, Karnataka, Telangana, West Bengal, Chhattisgarh, Tamil Nadu, Jammu and Kashmir and a few north-eastern states) have started preparing land banks for solar parks, either through their own implementing agencies or through joint ventures with SECI

Facilitating transmission of power for renewable energy projects: In 2019-20, 4925 kms have been added by PGCIL and has commissioned Bhadla, Bikaner and Chilakaluripeta substations with a combined transformation capacity of 37,987 GVA. Moreover, the capacity addition in fiscal 2019 totalled 11,664 km registering a 48% decline in the addition compared to fiscal 2019

The grid capacity additions will come under two main schemes, namely the Green Energy Corridor Scheme and Renewable Energy Zones (REZ), both of which are to be implemented by fiscal 2022. This would add ~80 GW of transmission grid capacity to an existing ~24 GW, taking grid capacity planned for RE integration to ~100 GW.

Risk mitigation measures to be adopted by the government: Payment delays and default risks are lower with central level agencies like Solar Energy Corporation of India (SECI)/ National Thermal Power Corporation (NTPC) / NTPC Vidyut Vyapar Nigam (NVVN). These agencies have tied up for supply of power with multiple buyers with different billing cycles and there is lesser risk of default/delay in payment with a diversified customer pool. Moreover, SECI and NTPC have signed a tripartite agreement with RBI and state governments which serves as a payment security mechanism for central government undertakings in the event of payment default by the state discoms.

The counter party risk can be mitigated by strengthening the power purchase agreements (PPAs) to include provisions for the offtaker to provide letters of credit (LC) and adequately factoring in interest on delayed payments by the buying entity. For the former, the central government had introduced in August 2019 the implementation of a compulsory provision of LCs by state utilities prior to purchase of power from generators

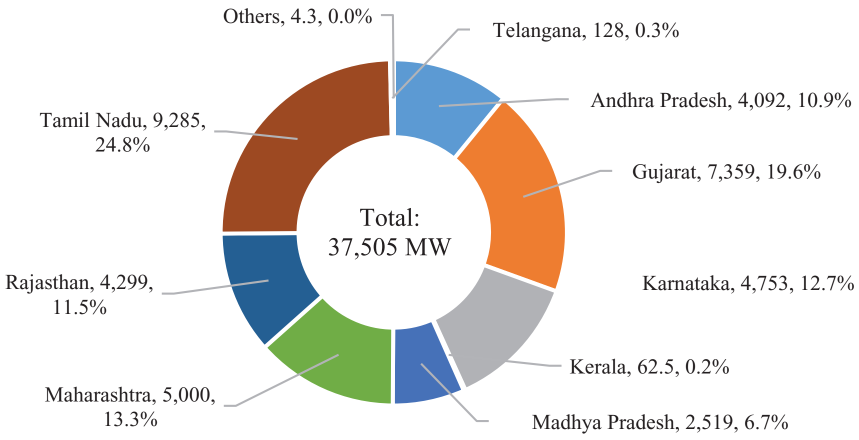
Concessional GST rates: Moreover, to support renewable energy penetration in the country, the government charges concessional GST rates for solar projects. There is 5% concessional GST rate that is prescribed for specified renewable energy devices and parts for their manufacture, falling under chapter 84, 85 or 94 if supplied for solar power generating systems. Further to support equipment manufacturers the notifications says that the supplier of goods which will be used in the solar generating equipment's will be eligible for input tax credit of GST paid on inputs and will also be eligible for refund of un utilized input tax credit on account of tax inversion.

Indian Wind Power market

Wind capacity additions witnessed a pick-up in fiscal 2020 at ~2,068 MW compared to ~1,580 MW added over the same period last fiscal, representing a growth of ~31%. The pick-up is largely on the back of commissioning of delayed projects under SECI Trance I, II and III along with state auctions of Gujarat, Maharashtra and Tamil Nadu.

In February 2017, the government conducted the first reverse e-auction for wind power, which led to tariffs falling to Rs. 3.46/unit. This was in fact 17% lower than lowest wind feed-in tariff (FiT) of Rs. 4.16/unit in the state of Tamil Nadu. Wind power tariffs have since fallen to the Rs 2.5 per unit level with the tariffs as low as Rs 2.43 per unit witnessed in December 2017 in Gujarat state wind auctions of 500 MW. However, tariffs have since inched back to ~2.7-2.8 per unit range with the weighted average tariff for fiscal 2019 and fiscal 2020 at Rs. 2.7 per unit and Rs. 2.8 per unit respectively

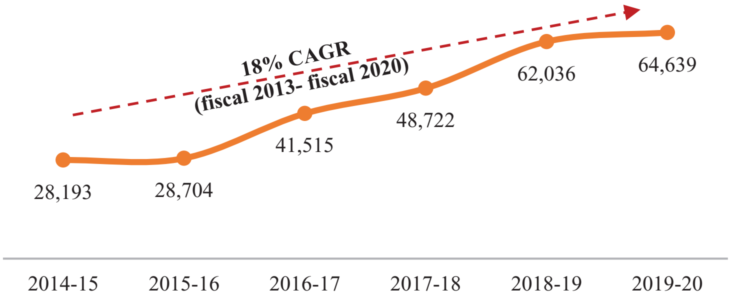
State wise installed wind capacity (MW) (as on May 2020)



Source: MNRE; CRISIL Research

Wind energy generation grew at a CAGR of 9.6% over fiscal 2015- fiscal 2020, mainly on account of increasing capacity additions and reducing grid constraints

Wind Energy Generation (MU's)

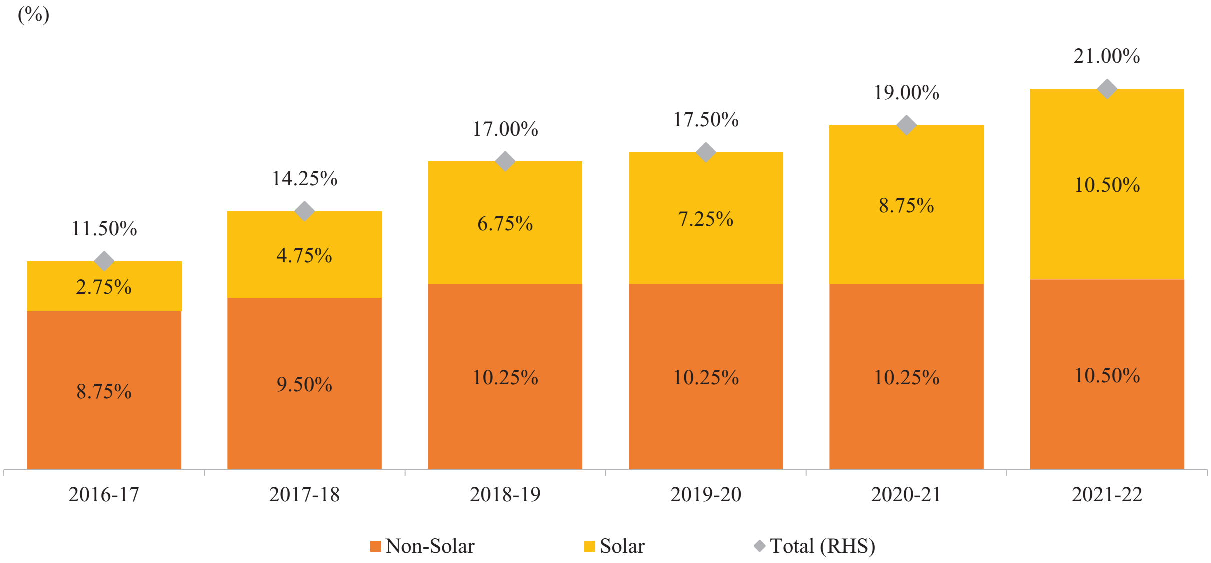


Source: CEA; CRISIL Research

State discoms are expected to revise their Non-Solar RPO targets and provide a long-term trajectory based on the new Ministry of Power guidelines, which proposes a target of 10.5% of non-solar renewable energy mix by fiscal 2022 for individual states.

Currently, most of the states in India have set lower RPO targets (Pan India avg. non-solar RPO target in fiscal 2019 was 7.4% v/s 10.25% required as per MoP) which resulted in higher compliance vis a vis the set targets. To fulfil the increased targets, states would have to procure more renewable energy either via REC route (which still leads to capacity additions) or via competitively bid out capacities.

RPO Trajectory set up the Ministry of Power under its revised Tariff policy



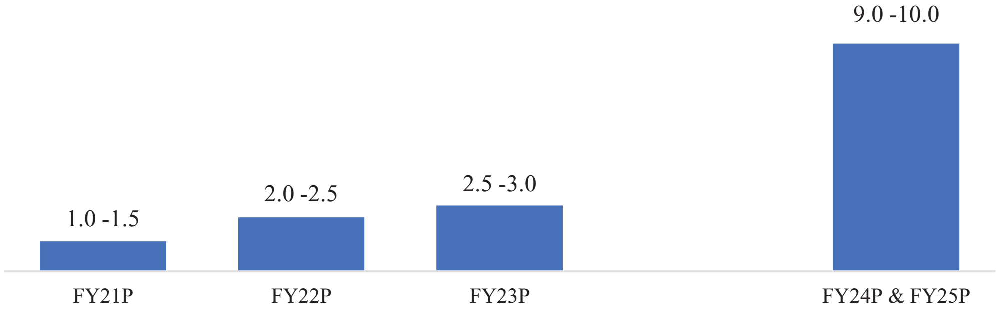
Source: Ministry of Power (Order No. 23/03/2016-R&R; Dated 14th June 2018); CRISIL Research

The RPO compliance in 2019-20 was mostly driven by additions in a few states, namely—Karnataka, Tamil Nadu, Andhra Pradesh, Rajasthan, Maharashtra and Gujarat. This was due to their large installed capacity base, set up on account of attractive wind FiTs, high industrial tariffs and favorable state policies towards renewable energy. On the other hand, despite high renewable energy potential, large states like Punjab, Haryana and Telangana are significantly lagging in terms of RPO achievement owing to low installed base and poor financial health of the discoms.

Outlook for the wind energy sector

CRISIL expects capacity additions of ~14-16 GW over the next 5 years (fiscal 2021- fiscal 2025) entailing investments of ~Rs. 1,000 billion. The additions will be driven by rising participation of central government (SECI) and other relatively stronger off takers like SECI and PTC, which significantly reduces risk as compared to direct exposure to state discoms. State auctioning, on the other hand, has slowed as several have instead signed power sale agreements (PSAs) with PTC and SECI for procurement of wind power under the schemes auctioned by it, to help fulfil their non-RPO targets.

~14-16 GW capacities expected to be added over next 5 years



Source: CRISIL Research

Major drivers for the wind energy sector

MNRE's removal of tariff ceiling: MNRE in March 2020, notified the removal of a tariff cap from all future tenders, including wind. This bodes well for the segment especially in light of low viability of projects previously bid at tariff below Rs 2.8 per unit and the increasing execution hurdles being faced by developer. Consequently, the removal of the tariff cap would help developers price in the additional risk / cost associated to these challenges, which is also expected to improve subscription rates in the sector. As per CRISIL's analysis, this could provide a fillip of up to 2 GW over the medium term, though post the impact from covid-19 related constraints subside.

Improved technology: Capacity additions in wind energy would be supported by the fact that newer wind turbines have higher rated capacity and higher hub height (over 100 m), which can be set up even at low wind sites, which are otherwise considered economically unattractive. Further, advancements in gear technology has helped wind turbines managing adequate generation even at low wind speeds. Technological advancements have allowed players to set up wind mills in states / sites with lower wind density.

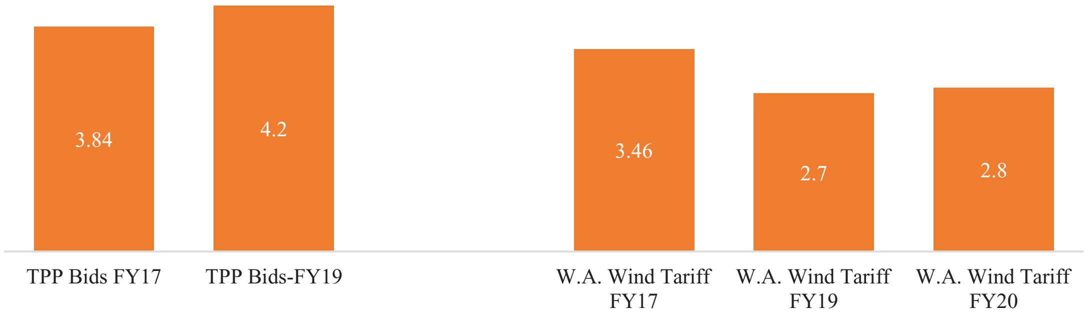
Large scale allocations under the central level competitive bidding: Post competitive bidding of 1 GW by SECI in February 2017, SECI has further allocated ~10 GW of capacities over March 2017—October 2019. MNRE has outlined further plans to bid out ~5-6 GW of capacities each year, of which majority portion should be expected from SECI/PTC. This bodes well as central sector PPAs have lower counter party risk as compared to PPAs directly with discoms

Upward revision in RPO targets and stricter RPO compliance by states: The discoms are expected to upward revise their Non-Solar RPO targets and provide the long term trajectory based on the Ministry of Power guidelines, which proposed a target of 10.5% of non-solar renewable energy mix by fiscal 2022 for individual states.

CRISIL Research estimates that non-solar RPO compliance was over 100 per cent in 2019-20 based on the RPO target (weighted average of ~7.8 per cent) set by the respective states. However, as per the notification provided by Ministry of power in June 2018, it had set the Non-Solar RPO target of 10.5% by fiscal 2022 and 10.25% for fiscal 2020.

Lower wind tariffs to improve offtake of power: With the onset of reverse auctions, the competitiveness of wind power versus other fuel sources has increased. The bid price of Rs 2.82 per unit as witnessed in certain recent reverse auctions, is ~20% lower than the weighted average tariffs of coal-based plants, discovered under Case I bidding in the past. For instance, the weighted average tariff for TPP bids in fiscal 2019 was Rs. 4.2/unit compared to Rs. 2.7/unit for wind

Wind tariffs vis-à-vis coal-based power



Source: CRISIL Research

High industrial tariffs: In states such as Maharashtra, Karnataka, Tamil Nadu and West Bengal where industrial tariffs are high in the range of Rs. 6-6.5 per unit, wind power is an attractive option since generation costs are about Rs. 4.2-4.4 per unit. Capacities can be set-up via the open access mode i.e. bilateral agreement directly with consumers such as commercial/industrial entities.

BUSINESS

Unless otherwise indicated, references to "our projects" and "our capacity" includes both operational and under development projects and capacity, respectively. Unless otherwise indicated, industry data and statistics used in this section have been extracted from the report titled "Renewable Power Market in India" dated July 2020 and prepared and issued by CRISIL. Unless otherwise indicated, all financial, operational, industry and other related information derived from such report and included herein with respect to any particular year refers to such information for that year ended March 31.

Overview

We are the largest renewable energy IPP in India in terms of operating capacity, according to the CRISIL Report. As at August 31, 2020, we had a total capacity of approximately 10.16 GW, comprising wind and solar projects with a total operational capacity of 5.43 GW and 4.73 GW of capacity under development. We develop, build, own and operate utility scale wind and solar energy projects as well as distributed solar energy projects that generate energy for commercial and industrial customers.

We have a strong track record of organic and inorganic growth having nearly doubled our operational capacity in each of the years ended March 31, 2018 and 2019. We have achieved a market leading position in the Indian renewable energy industry against the backdrop of the GoI's policies to promote the growth of the industry. We have a robust balance sheet and demonstrated access to diversified pools of capital from Indian and international investors, lenders and other capital providers. We are a professionally managed company and our senior management led by our Chairman and Managing Director, Sumant Sinha, has extensive experience across our operational and strategic focus areas.

We were founded in 2011 and commenced operations in 2012 with our first project which had a capacity of 25.20 MW and is located in Jasdan, Gujarat. We achieved our initial 100 MW of installed capacity in March 2013, and developed our first 50 MW group captive consumer project in May 2013. In July 2014, we developed our first distributed solar project of 300 kWp and we commissioned our first utility scale solar project with a capacity of 50 MW in June 2015. We increased our operational capacity from 545.76 MW as at March 31, 2015 to 986.90 MW as at March 31, 2016 and became the first Indian renewable energy IPP to exceed 1 GW of operational capacity in April 2016. We then doubled our operational capacity to 1.99 GW as at March 31, 2017 and again more than doubled it to 4.56 GW as at March 31, 2019 and 5.43 GW as at August 31, 2020. Our growth in operational capacity has been contributed to by our acquisitions of KCT and its portfolio of 103.10 MW of wind energy projects in November 2017, and our acquisition of Ostro Energy and its portfolio of 1,108.10 MW of wind and solar energy projects in March 2018 of which 858.10 MW of projects were operational.

As at August 31, 2020, our portfolio of projects comprised:

- 5,326 MW operational utility scale projects, 4,714 MW under development utility scale projects including RTC/peakpower projects and 125 MW distributed solar projects with a combined capacity of 10.16 GW, comprising:
  - 3,245 MW operational and 696 MW under development wind energy projects with a total capacity of 3,941 MW;
  - 2,081 MW operational and 2,315 MW under development solar energy projects with a total capacity of 4,396 MW;
  - 106 MW operational and 19 MW under development distributed solar projects with a total capacity of 125 MW; and
  - 1,703 MW under development RTC/peakpower projects.

The table below shows the operational capacity and under development capacity of our wind and utility scale solar projects as at August 31, 2020:

Particulars	**Operational Capacity (MW)**	**Under Development Capacity (MW)**
Utility scale wind	3,245	696
Utility scale solar	2,081	2,315
Distributed solar	106	19
Utility scale RTC/PeakPower	-	1,703
Total	**5,432**	**4,733**

Our utility scale wind and solar energy projects were spread over nine states across India with no single state accounting for more than 31% of our total utility scale capacity as at August 31, 2020. Our portfolio as a whole provides a diversified balance of wind and solar projects. Our offtakers include a mix of public utilities and private companies with no single state off-taker accounting for more than 11% of our total capacity. Central offtakers account for over 48% of our total capacity.

We have strong project execution and operational capabilities, including EPC and O&M capabilities, through a combination of internally developed and outsourced expertise. We have on-going relationships with a number of OEMs and believe that our market position, business reputation and credit history have resulted in our becoming a preferred IPP customer for several of these OEMs.

We have demonstrated our ability to access diversified pools of Indian and international capital, including equity, project finance and corporate debt, from a broad cross-section of investors, lenders and other capital providers. Our equity investors include private equity, sovereign wealth and pension funds as well as renewables and infrastructure-focused investors. These institutional equity investors have invested a total of Rs.87,869.14 million in the Company in various tranches over the years, with the most recent investment occurring in June 2019.

Our capital structure is also complemented by a range of debt and project financing instruments from multiple Indian and international lenders which help us optimize our return on the over US$1.4 billion of equity capital we have raised to date.

The following table sets forth certain financial information for the Group for the periods indicated:

	For the year ended March 31,			
	2018	**2019**	**2020**	**2020**
	(Rs. in millions)			**(US$ in millions)[1]**
Total income	27,795	47,902	53,217	705
EBITDA	23,067	41,612	44,704	592
Profit/(Loss) for the year	520	1,030	(5,026)	(67)

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

Overview of the Restricted Group

The Restricted Group represents a collection of wind and solar power projects that are large in size, operational, diversified across states and have long-term power purchase agreements.

The Restricted Group's portfolio of assets comprises:

- 13 operational projects with a combined installed capacity of 382 MW as at August 31, 2020 comprising:
  - 5 operational solar energy projects with a total installed capacity of 100 MW; and
  - 8 operational wind energy projects with a total installed capacity of 282 MW.

The Restricted Group accounted for 7% of the Group's operating capacity as at August 31, 2020.

The Restricted Group operates wind energy and utility scale solar projects. The projects comprising the Restricted Group have been selected with due consideration for their stage of operations, diversification by wind and solar as well as by geography and offtaker. The Restricted Group comprises 13 operational projects with a combined installed capacity of 382 MW as at August 31, 2020.

The weighted average balance of the Restricted Group's PPA tenor is 19.3 years starting from August 31, 2020. As at August 31, 2020, the operational capacity of Restricted Group represents 7% of the Group's total consolidated operating capacity. All of the Restricted Group's asset portfolio is operational, thereby providing significant visibility on future operational and financial performance. All the assets of the Restricted Group have been operational for more than two years. The total capacity is comprised of 74% wind and 26% solar projects.

The total income of the Restricted Group accounted for 7% of the Group's total income for the year ended March 31, 2020 and EBITDA of the Restricted Group accounted for 8% of the Group's EBITDA for the year ended March 31, 2020.

The following table shows the details of the Restricted Group's projects.

Location	Project Name	Gross Capacity (MW)	Wind/ Solar	Company Ownership	OEM	Offtaker	Weighted Average Commercial Operation Date	PPA Tenure
Karnataka	Chikodi*	18	Wind	ReNew Wind Energy (AP) Private Limited	Gamesa	Third Party	Jun-13	10-12
Karnataka	Lingasugur*	40	Wind	ReNew Wind Energy (AP) Private Limited	Gamesa	Third Party	Dec-15	10
Gujarat	Vinjalpur	12	Wind	Shruti Power Projects Private Limited	Suzlon	GUVNL	Sep-15	25
Andhra Pradesh	Borampalli	50.4	Wind	Zemira Renewable Energy Limited	Suzlon	APSPDCL	Mar-18	25
Karnataka	MP Three Hannoli	20	Solar	ReNew Wind Energy (MP Four) Private Limited	Canadian Solar	BESCOM	Nov-17	25
Karnataka	RJ Four Turuvekere	20	Solar	ReNew Wind Energy (Rajasthan Four) Private Limited	Renesola	BESCOM	Nov-17	25
Karnataka	MH-Yadgir	20	Solar	ReNew Wind Energy (Maharashtra) Private Limited	Renesola	BESCOM	Oct-17	25
Karnataka	Bhumi Prakash Devdurga	20	Solar	Bhumi Prakash Private Limited	JA Solar	MESCOM	Sep-17	25
Karnataka	Tarun Alland	20	Solar	Tarun Kiran Bhoomi Private Limited	JA Solar	BESCOM	Mar-17	25
Karnataka	Nirlooti	60	Wind	Pugalur Renewable Private Limited	Gamesa	GESCOM	Mar-18	25(1)
Karnataka	Bapuram	50	Wind	Bidwal Renewable Private Limited	Gamesa	GESCOM	Mar-18	25(1)
Rajasthan	Rajgarh	25.6	Wind	ReNew Wind Energy (AP 3) Private Limited	Windworld	AVVNL	Mar-16	25
Madhya Pradesh	Lahori	26	Wind	ReNew Wind Energy (AP 3) Private Limited	Inox	MPPMCL	Mar-17	25

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* ReNew Wind Energy (AP) Private Limited has PPA tie up for 56.5 MW capacity.

(1) PPA tenor for 20 years which is extendable to 25 years.

The following table sets forth certain financial information for the Restricted Group for the periods indicated:

	For the year ended March 31,				For the three months ended June 30,		
	2018	2019	2020	2020	2019	2020	2020
	(Rs. in millions)			(US$ in millions)(1)	(Rs. in millions)		(US$ in millions)(1)
Total income	1,566	4,048	3,937	52	1,168	1,065	14
EBITDA	1,332	3,557	3,473	46	1,051	934	12
Profit/(loss) for the year/period	(37)	205	(236)	(3)	142	37	0

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(1) Translations of Indian rupee amounts to U.S. dollars are provided solely for the convenience of the reader and are not part of the financial statements of the Group. Translations were made at the exchange rate of Rs.75.527 per US$1.00, being the closing exchange rate published by the Reserve Bank of India as at June 30, 2020.

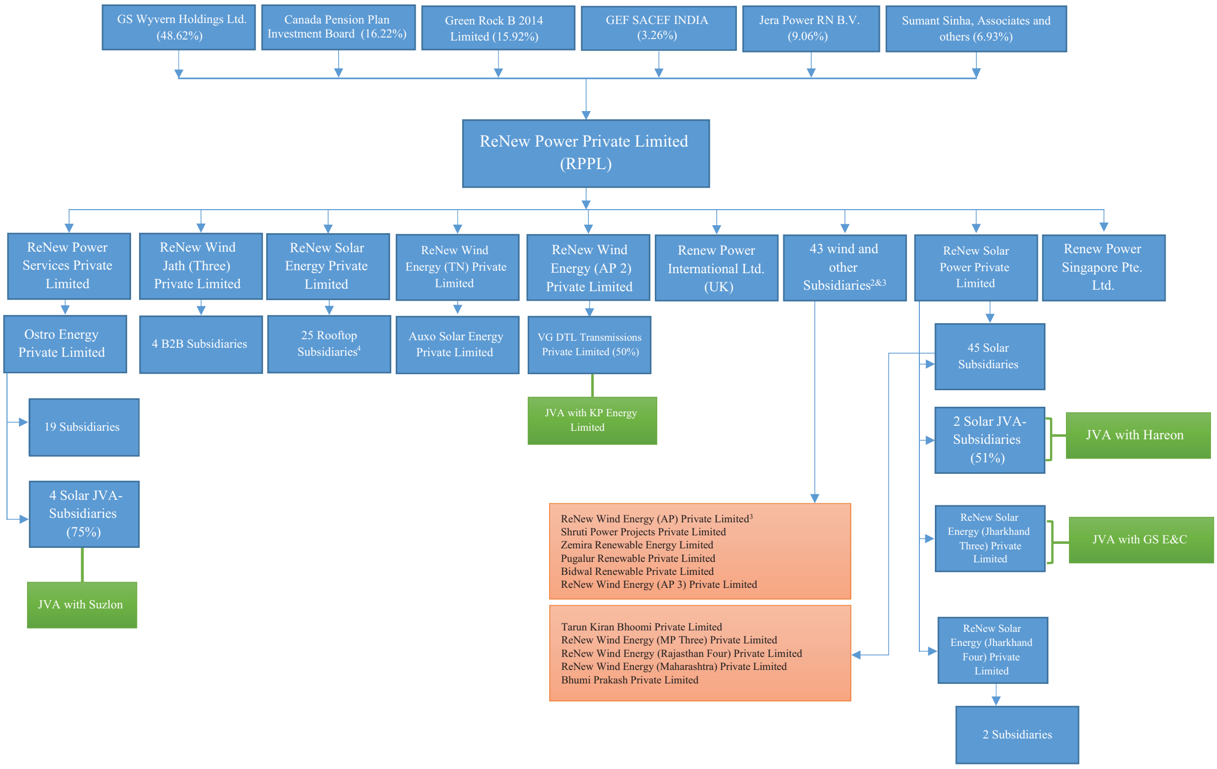
Overview of our identified Rooftop Projects

ReNew Solar Energy Private Limited does not form part of the Restricted Group.

ReNew Solar Energy Private Limited directly holds 55 projects adding upto 38.26 MW of cumulative rooftop capacity spread across 13 states in India. Majority of these rooftop assets have PPA durations of 25 years and tariffs ranging from Rs 2.5/kWh to Rs 6 per kWh for the projects. These projects have PPAs signed up with some of the high quality customers including Central Government Institutions, PSUs, Indian Railways, C&I customers & Private Institutions as well. Many of the off takers are government entities and have a long term credit rating of ICRA A+/Stable or CRISIL AA-/Stable giving high visibility of timely cash flows in these assets.

The following diagram shows the corporate structure of the Group. All ownership is 100%, unless otherwise indicated[*] As at September 30, there were 158 entities within the Group.

ReNew Group Structure[1]


GS Wyvern Holdings Ltd. (48.62%)
Canada Pension Plan Investment Board (16.22%)
Green Rock B 2014 Limited (15.92%)
GEF SACEF INDIA (3.26%)
Jera Power RN B.V. (9.06%)
Sumant Sinha, Associates and others (6.93%)
ReNew Power Private Limited (RPPL)
ReNew Power Services Private Limited
ReNew Wind Jath (Three) Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (TN) Private Limited
ReNew Wind Energy (AP 2) Private Limited
Renew Power International Ltd. (UK)
43 wind and other Subsidiaries2&3
ReNew Solar Power Private Limited
Renew Power Singapore Pte. Ltd.
Ostro Energy Private Limited
4 B2B Subsidiaries
25 Rooftop Subsidiaries4
Auxo Solar Energy Private Limited
VG DTL Transmissions Private Limited (50%)
JVA with KP Energy Limited
19 Subsidiaries
4 Solar JVA-Subsidiaries (75%)
JVA with Suzlon
45 Solar Subsidiaries
2 Solar JVA-Subsidiaries (51%)
JVA with Hareon
ReNew Solar Energy (Jharkhand Three) Private Limited
JVA with GS E&C
ReNew Solar Energy (Jharkhand Four) Private Limited
2 Subsidiaries
ReNew Wind Energy (AP) Private Limited3
Shruti Power Projects Private Limited
Zemira Renewable Energy Limited
Pugalur Renewable Private Limited
Bidwal Renewable Private Limited
ReNew Wind Energy (AP 3) Private Limited
Tarun Kiran Bhoomi Private Limited
ReNew Wind Energy (MP Three) Private Limited
ReNew Wind Energy (Rajasthan Four) Private Limited
ReNew Wind Energy (Maharashtra) Private Limited
Bhumi Prakash Private Limited

All ownership is 100% unless otherwise indicated.

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(1) 158 ReNew Entities as on September 30, 2020
(2) includes ReNew Wind Energy (Karnataka) Private Limited. Presently 71.30% owned by Company
(3) includes ReNew Wind Energy (AP) Private Limited. Presently 66.29% owned by Company
(4) includes ReNew Surya Mitra Private Limited. Presently 67.90% owned by Company

Strengths

We believe we have the following competitive strengths

Market leader in the Indian renewable energy industry

We have grown faster than other renewable energy industry companies in India between March 31, 2013 and March 31, 2020, according to the CRISIL Report. Between March 31, 2011 and March 31, 2020, we grew our total operational capacity at a CAGR of approximately 85% (Source: CRISIL Report). Since incorporation, we have added more operational capacity organically than any other renewable energy IPP in India. For further details, see "*Industry Overview*".

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[*] Reflects issued and outstanding shares (on a non-fully diluted basis and not including ownership of compulsory convertible preference shares) as at August 31, 2020. For further details on the shareholdings of our principal shareholders, see “*Principal Shareholders*”.

We have achieved our market leading position while following judicious policies across our key areas in business and operations, including prudent treasury management, leverage and investment policies and careful customer, vendor and project selection. We consider that our approach has enabled us to achieve our market leading position based on an appropriately diversified and risk mitigated project portfolio.

With one of the largest portfolios across wind and solar energy projects, we believe we enjoy several advantages including:

- *Project development:* Our scale enables us to negotiate more effectively with and obtain favorable terms from OEM vendors, as we are a significant customer and have a good credit history. We are able to obtain competitive financing terms in the development phase due to our access to multiple pools of capital. Our presence across several Indian states enables us to access extensive wind and solar resource data (including through the use of over 77 wind masts across India as well as solar pyranometers) as well as other technical project execution and evacuation data, enhancing our capacity to bid effectively. Our scale helps us meet project pre-qualification criteria including technical expertise, revenue, capacity and financing requirements when bidding for larger projects. Our abilities in measuring and assessing wind resource (based on detailed wind resource data and rechecked internally as well as independently by third parties) and solar resource, in acquiring land for our projects and in responding to the dynamic regulatory environment in which we operate, collectively, support our business strength in this phase.

- *Project operation:* Substantially all of the capacity under development through our new utility scale projects is in states where we are already present, enabling more efficient O&M coverage. Given the size of our project portfolio, we can also negotiate more effectively with our O&M service providers. Our scale allows us to prudently optimize leverage in our operational projects, refinancing them competitively including by securitizing a portion of project cash flows, extending repayment tenors and obtaining additional financing to support further growth.

- *Project acquisition:* We are disciplined in our acquisition strategy and we ensure that our strategy compliments our organic growth strategy. Our financial strength means that we are able to raise funds promptly to pursue and close acquisitions.

We believe that our market profile also enables us to regularly facilitate industry-wide engagement around renewable energy policymaking in India.

Disciplined project selection and execution

Our ability to select and execute projects in a disciplined manner has aided our growth while supporting our aim of meeting our targeted returns from our projects. In the case of wind energy projects, we have developed capabilities in forecasting and determining wind resource availability that enhance the effectiveness of our turbine site selection. Our wind resource forecasts are validated by independent third parties and we use a network of masts at various locations across India to collect wind site data continuously. This gives us the ability to respond quickly to bid requests and estimate operating parameters more accurately as we normally shortlist a potential wind energy project for bidding only after collecting the relevant mast data. In the case of solar energy projects, we have developed effective EPC capabilities and expertise in project design, construction, procurement and installation. Our in-house solar EPC team has executed over 1.8 GW of capacity.

Our investments in projects are subject to a rigorous and thorough internal process pursuant to which proposed investments are evaluated and appraised at multiple levels by the relevant internal teams, culminating in our independent Investment Committee presenting a final proposal to the Board for its approval. We follow a similarly robust, multi-stage approval process when considering inorganic growth opportunities.

These capabilities, together with our expertise in identifying and acquiring appropriate land for our projects, have helped us achieve our targeted returns and operational performance. Securing appropriate land (whether in terms of suitably sited locations for our wind energy projects or sufficient contiguous land for our utility scale solar energy projects) has been key to our business success. We have built local teams and worked closely with land aggregators to identify and secure land for our projects amounting to over 15,000 acres. In addition, we are experienced in working with multiple local, state and national governmental authorities to obtain land and secure necessary project approvals, including for evacuation infrastructure.

We carefully evaluate evacuation infrastructure and grid availability at our project locations and our project execution capabilities include building and maintaining the necessary evacuation and transmission infrastructure, in accordance with the terms of our PPAs, where required to ensure reliable offtake. In addition, we evaluate the regulatory landscape (including any curtailment issues) as well as the quality of the offtakers for our projects. We also ensure that we partner as required with reputed OEMs with appropriate resources to support our execution efforts including provision of transmission infrastructure, technical support and maintenance services.

Project portfolio diversification across resource, geography, offtakers and vendors

Our portfolio of projects, including those under development, is well diversified between wind and solar projects across geographies and is also diversified across our offtakers and vendors. This diversification mitigates against operational volatility due to seasonal weather conditions and reduces concentration risk. As at August 31, 2020, our total portfolio of projects (including both operational and under development projects) had an aggregate capacity of approximately 10.16 GW, of which 3.94 GW constituted operational and under development utility scale wind energy projects, 4.39 GW constituted operational and under development utility scale solar energy projects, 125 MW distributed solar energy projects and 1.7 GW of RTC/PeakPower projects. Our operational and under development utility scale wind and solar projects were located in nine states across India.

As at August 31, 2020, 93% of the PPAs signed had a term of 20 to 25 years, and 7% of them had a term between 8 to 20 years. Our offtakers include central government agencies, public utilities (specifically state electricity utilities) and private industrial and commercial consumers. We particularly focus on the credit profile of our offtakers and over 65% of our total offtake comprises distribution utilities rated A+ or A by the Ministry of Power. As at August 31, 2020, no single state offtaker accounted for more than 11% of our total capacity.

We work with a range of OEM suppliers for sourcing wind and solar equipment and no single OEM contributed more than 32% of wind turbines of the total contracted wind capacity and no single module supplier contributed more than 21% of solar module panels of the total contracted solar capacity as at August 31, 2020. We work with a number of wind OEM providers for O&M services. We largely undertake O&M services required for our solar energy projects in-house and also started building in-house O&M capabilities for wind projects.

The Restricted Group’s portfolio of projects is diversified between wind and solar projects, with total capacity comprised of 74% wind and 26% solar projects. All of the Restricted Group’s projects have been operational for more than two years.

Operational and business systems excellence

We have a track record of operating and maintaining our projects at high levels. Our Board closely monitors individual project performance and actively guides our senior management in addressing any operational issues. We run robust O&M procedures across our wind and solar energy projects, working with third party vendors in the case of wind energy projects (given proprietary technology) and largely internally in the case of solar energy projects. We closely monitor vendor performance on projects where we have outsourced O&M to ensure they are performing at our expected generation levels.

Our projects have performed at high levels owing in large part to our proactive equipment maintenance and equipment management capabilities including through turbine, solar array and other equipment performance audits. We rigorously monitor the performance of our wind and solar energy projects from a central site, the ReNew Power Diagnostics Centre, which is staffed by a dedicated performance monitoring team. Our diagnostics center enables us to continuously track real time data on actual energy generation at each site and identify anomalies, if any, so that we can make the necessary operational interventions promptly to address any issues with minimal loss in generation. Our performance monitoring team also analyzes each project to identify systemic problems impacting a project as well as anticipate potential faults, which we can rectify in advance.

We also use Lost Production Factor (“LPF”) as a key operational performance metric to improve operational efficiency. LPF allows us to more precisely measure losses on account of our operations (in varying criteria arising from grid issues and curtailment, and preventive or curative maintenance stoppages) over potential generation.

We also continue to invest in our related business systems and capabilities to evaluate new technological products, increase business process automation and more effectively control our supply chain and contract management functions.

Efficient capital structure with access to multiple funding sources

We benefit from a robust balance sheet, which we leverage prudently to support our growth. We have raised a mix of equity, project finance and corporate debt. Our equity investors include a broad cross-section of well-known international private equity, sovereign wealth and pension funds as well as renewables and infrastructure focused investors. We also have access to a range of project finance and debt instruments from multiple Indian and international investors.

Our broad base of equity investors include Goldman Sachs, JERA, ADIA, CPPIB, Asian Development Bank (exited January 2018) and GEF SACEF India. In the years ended March 31, 2017 and 2018, we received total investments of Rs.17,120.21 million and Rs.16,090.0 million and in June 2019 we received Rs.20,903.46 million, respectively. Since our incorporation in 2011, our equity investors have invested a total of Rs.87,869.14 million in the Company in various tranches, helping us retain an efficient capital structure with no mezzanine capital instruments. Most recently, we raised US$300 million through a rights issue of compulsory convertible preference shares to GS Wyvern Holdings Limited, CPPIB and ADIA in June 2019. As at July 12, 2019, we have raised US$470 million from GS Wyvern Holdings Limited, US$347 million from CPPIB, US$300 million from ADIA, US$199 million from JERA, US$50 million from the Asian Development Bank, US$30 million from GEF SACEF India and US$23 million from our management, Cognisa Investment and Wisemore Advisory Private Limited in equity capital. Our project finance, corporate debt lenders and other capital providers include public and private commercial banks, mutual funds and pension funds as well as specialized infrastructure lenders. We have repeatedly accessed the NCD market, allowing us to raise close to Rs.66 billion from reputable investors including Franklin Templeton, Reliance MF, Axis MF, L&T MF, India IDF, L&T IDF and Bajaj Allianz Life Insurance. We further received approvals for US$600 million of debt financing from US Development Finance Corporation (previously the Overseas Private Investment Corporation), a U.S. government entity, and for US$389 million of debt financing from the Asian Development Bank. We accessed the debt capital markets using innovative structures, allowing us to raise Rs.12.1 billion through an India Infrastructure Finance Company Limited partially guaranteed bond for the installation of 208.65 MW of capacity. We were the first Indian renewable energy IPP to raise US$475 million of Rupee-denominated “masala” bonds, the proceeds of which were used to refinance part of our existing project level indebtedness, repay existing subordinated shareholder and inter-company loans, and extend new inter-company loans. In March 2019, September 2019, October 2019 and January 2020 we raised US$435 million, US$300 million, US$90 million and US$450 million, respectively, of U.S. dollar-denominated bonds.

We finance our projects with a mix of equity and debt funding, including credit lines with key Indian lenders, resulting in relatively better financing terms for us. We refinance operational projects regularly to extend repayment tenors, increase borrowing limits and reduce our overall debt service costs. We had obtained partial credit guarantees from IIFCL for projects aggregating to 208.65 MW, resulting in a credit rating of AA+ from India Ratings and CARE for the subsidiaries that operate this portion of our capacity. We also maintain a careful balance between our exposure to fixed and floating interest rate instruments. Our ability to access diversified pools of capital has enabled us to raise funding and refinance our projects regularly and on competitive terms to maximize our capital efficiency. Our capital structure and fundraising track record are aligned with our project development needs and growth plans and we raise an appropriate and efficient mix of funds according to our anticipated requirements.

Experienced professional management team and strong Board governance

We are led by a professional management team with extensive experience in the renewable energy industry, in-depth understanding of managing renewable energy projects and a proven performance track record. Our senior management team includes Sumant Sinha (Chairman and Managing Director) with oversight across all areas of our business, D. Muthukumaran (CFO) with responsibility for our finance and treasury strategy, Balram Mehta (Chief Operating Officer), Ravi Parmeshwar (Chief Human Resources Officer), Sanjay Varghese (EVP Solar), Vaishali Nigam Sinha (Chief-CSR, Communications and Sustainability Officer), Kailash Vaswani (President, Corporate Finance), Ajay Bharadwaj (President, Transmission and Project Management), Mayank

Bansal (President, Strategy and Operations), Anil Daulatram Gagvani (EVP, Wind), and Pushkar Prasad (President, Execution Support). We draw on the knowledge of the Board of Directors of the Company, who bring us expertise in the areas of corporate governance, business strategy, and operational and financial capabilities, among others. Our shareholders also have extensive experience of investing in the renewable energy industry. This has been key to a number of our growth strategies, including our measured approach to project selection, our expansion into solar energy projects and our developing internal capabilities across several operational areas.

Our high corporate governance standards are monitored by independent and investor-nominated directors. We pay particular attention in adhering to global anti-corruption and anti-money laundering standards and we maintain compulsory internal training requirements and strict vendor onboarding protocols in this area.

We have a well-developed organizational structure, which includes experienced mid-level and field-level personnel. We maintain a focus on implementing and strengthening the requisite project bidding, financing, execution and O&M capabilities across our organization. We employ a significant number of qualified technical personnel, including over 560 employees engaged in developing and managing our projects.

Strategies

The key elements of our business strategy are the following:

Maintain our market leadership position through diversified growth

We intend to continue to strengthen our market leading position in our core utility scale wind and solar energy businesses by taking advantage of industry and regulatory trends driving growth in the Indian renewable energy industry. Wind energy projects have been moving from a feed-in-tariff structure to an auction bidding structure while solar energy projects are now almost entirely auction bid based. PPAs signed with individual state utilities in wind resource-rich states (solar resources are well distributed in India) also have largely been replaced by offtake agreements signed with SECI or NTPC, which in turn distribute the power purchased to individual states independent of their available wind resource. Consequently, renewable energy demand is increasing across states and supporting the development of larger scale renewable energy projects.

We intend to continue our expansion by actively evaluating inorganic opportunities (including international opportunities). We will evaluate acquisition opportunities based on our targeted returns, operational scale and diversification criteria and whether we consider these opportunities to be available at reasonable prices.

Significant renewable energy capacity is also coming up for auction as the GoI targets to increase renewable energy electricity capacity to 175 GW by 2022, according to the CRISIL Report. The GoI is also providing support to state electricity utilities as principal offtakers through UDAY which enables government authorities, which own the state electricity distribution companies, to assume and restructure these companies' debt. Our range of wind and solar capabilities across project selection, resource assessment, project funding, land acquisition, project execution and project O&M positions us well to take advantage of these trends in bidding for larger utility scale projects.

We will also look at growth opportunities in the distributed solar market where overall capacity as well as average capacity per site have grown significantly. We believe that our capabilities in distributed solar energy projects will enable us to capture a greater share of this fast growing market which we consider will be a key renewable energy business in the future.

We intend to continue to maintain our diversified growth and portfolio between wind and solar energy projects, targeting geographic adjacency of our projects to increase our economies of scale. We intend to use our scale to continue to negotiate for better procurement and O&M terms from our vendors and more competitive financing and refinancing terms from our lenders. We will aim to continue to maintain a sound capital structure and prudent leverage as our business grows and to invest our operating cash flows appropriately to support our growth plans.

Continue to optimize execution and operational efficiencies

We seek to further enhance our project execution efforts in order to control our costs and optimize the output of our projects. At the project execution stage, we will focus on reducing our dependence on external EPC providers for our wind energy projects and continue to build these capabilities internally. Similarly, we intend to continue to develop in-house O&M capabilities at the operational stage to improve project efficiency. We will seek to implement new technologies, including new turbine and solar module technologies, which are capable of higher generation levels, as well as utilize drones and new maintenance technologies as part of enhanced project monitoring and O&M efforts. Our in-house team of technical designers intends to continue to refine and enhance our solar plant design and execution capabilities and to continue to work with leading wind OEMs to deploy new turbine technologies.

We intend to strengthen our diagnostics and performance monitoring capabilities across our wind and solar energy projects. In addition, we intend to invest in advanced monitoring and tracking and predictive analytics technologies with specific applications in operational areas including monitoring equipment condition, advanced failure detection and forecasting and scheduling energy generation. Our asset management team also will continue to focus on maximizing the operating efficiency of our assets as measured by LPF.

We intend to continue to build our in-house transmission capabilities in respect of our solar energy projects, relying on our own EPC teams for the development of transmission lines in addition to external EPC providers to further control costs on such projects. We will also evaluate new energy storage solutions and associated technologies to further increase project operational efficiencies.

Continue to diversify and optimize our financing portfolio

We will aim to maintain a diversified financing portfolio comprised of different pools of capital in order to maintain our financial flexibility and stability as well as balance investment risk and return. We intend to constantly evaluate our requirements for additional equity capital to support our pursuit of new projects as part of our growth plans. We will also seek to optimize our utilization of internal accruals and cash flows continuously.

We seek to continue to manage our borrowing costs with a focus on cost effective financing and refinancing structures, including our repayment tenors and the balance between our fixed and floating rate instruments. We will continue to maintain a measured and careful balance between fixed and floating rate debt. We intend to regularly refinance our operational projects to increase our borrowing limits and reduce our overall debt service costs. We also intend to maintain our strategy of efficient capital deployment aligned with our growth plans and project commitments.

Continue to effectively manage risk through strong corporate governance

We intend to continue to implement our corporate government framework to manage and oversee risks faced by the Group. We seek to continue to comply with our robust quality, health, safety and environment practices, including international finance corporation performance standards and environmental and social management systems which are implemented across the Group. We also intend to maintain our strong corporate governance practices including through the check and balances established by our key committees (which include our audit, nomination and remuneration and social responsibility committees), and through continuing to comply with our polices on (including but not limited to), insider trading, related party transactions and hedging. Under our hedging policy, we fully hedge interest rate risk on long term foreign currency borrowings.

Recent Developments

The following developments have occurred since March 31, 2020:

COVID-19 Outbreak

The recent outbreak of COVID-19, was recognized as a pandemic by the World Health Organization ("WHO") on March 11, 2020. In response to the COVID-19 outbreak, the governments of many countries, including India, have taken preventative or protective actions, such as imposing country-wide lockdowns and restrictions on travel, goods, movement, transportation and business operations. For example, India declared a country-wide lockdown for approximately three months from March 2020 to May 2020 to contain the spread of COVID-19. See "*Risk Factor—Risks Relating to the Group's Business—Any outbreaks of contagious diseases such as the recent outbreak of COVID-19 may have a material adverse effect on the Group's business operations, financial condition and results of operations.*" for risks of the COVID-19 outbreak on our industry and our operations.

Impact on the Indian economy

Global restrictions to contain the spread of COVID-19 have had an adverse impact on global economic conditions, resulted in turmoil in the global markets which affect us and introduced new risks to our operations, some of which have yet to become evident to us. According to the Asian Development Bank, growth in India is expected to remain subdued as a result of the pandemic. India's GDP fell 24% in the three months ended June 30, 2020 compared to the same period in 2019. Measures to contain COVID-19, such as the country-wide lockdown in India as well as the weak global economic environment is expected to cause a further decline of India's gross domestic product ("GDP") growth to 4.0% in the year ended March 31, 2021 before strengthening to 6.2% in the year ended March 31, 2022. The pandemic's impact on the global economy may adversely impact international trade causing an adverse impact on cargo volumes handled at ports in India. We expect the Indian economy to revive in the short-term with the recent measures taken by the GOI, such as, the economic package to stimulate the Indian economy and the progressive easing of lockdowns.

Impact on our operations

The Group has been and is continuing to respond to the COVID-19 outbreak. As a result of the introduction of movement restrictions in India to curb the spread of the COVID-19 outbreak, the Group's projects that are under-construction were impacted due to manpower constraints. Accordingly, the commercial operation dates for those projects have been delayed and/or extended by the issuing authorities and capital expenditure plans for those projects have been deferred accordingly. The Group did not experience shut-down of any of its operational projects or face any major disruption in its business operations due to the restrictions imposed in India to curb the spread of COVID-19 as generation of electricity was granted a "must run" status by MNRE and is also classified as an essential service. During the period after the commencement of the lockdown in India in March 2020, the Group has continued to collect billed revenues from its off-takers (including from Rajasthan and Telangana) and has collected approximately U.S.$294 million until October 2, 2020. Further, the Group continued to achieve financials closures and disbursements from lenders such as PFC, SBI, L&T and Rabobank. The Group has received sanctions of U.S.$1.3 billion and disbursements of approximately U.S.$341 million until October 2, 2020. The management believe that the impact of outbreak on the business and financial position of the Group and Restricted Group will not be significant. The management does not see any risk in Group's and Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due.

However, as a result of the COVID-19 outbreak, some entities of the Group have received notices in relation to curtailment of renewable power generated, with the offtaker claiming invocation of force majeure clause under the PPAs on account of lack of demand for power due to the lockdown restrictions affected in various parts of the country in light of the COVID-19 pandemic. In some other instances, some customers of the Group have also issued notices invoking force majeure provisions under the respective PPAs and claiming, among other things, additional time for making payments, on the grounds that the lockdown restrictions have impacted the liquidity of such customers and their contractual counterparties (which have also faced difficulties in collection of payments from customers), thereby reducing their ability to make timely payments under the PPAs. While none of the members of the Restricted Group have been in receipt of any such notices, there can be no assurance that the Restricted Group's customers will not be impacted, and not invoke application of force majeure provisions under the PPAs entered into with the Restricted Group.

The Group has pledged Rs.200 million to combat the COVID-19 pandemic in India. The Group has contributed Rs.100 million to the PM-CARES Fund, and has also contributed to the chief minister's relief fund in various states and several activities to directly help communities impacted by the lockdown and to bolster the health infrastructure in India.

COVID-19 Economic Stimulus Package—Liquidity infusion for DISCOMs

As part of the economic stimulus package in view of the economic disruption caused by the lockdown imposed to contain the COVID-19 outbreak and to facilitate liquidity flow in the power sector, the Ministry of Finance, Government of India announced, on May 13, 2020, a credit package of Rs.900,000 million to enable DISCOMs to meet their obligations. PFC and REC Limited have been mandated as key lending partners for this package.

These long term loans are proposed to be disbursed through PFC and REC to the DISCOMs in two equal tranches of Rs. 450,000 million each. The loans shall have a maximum tenor of 10 years. A principal moratorium may be considered on a case to case basis, which shall not exceed three years. The loan amounts to be sanctioned shall be restricted to the outstanding dues of central public sector undertakings, electricity generation companies, transmission companies, IPPs and RE-Generators and after considering receivables against electricity bill dues and undisbursed subsidies of DISCOMs from State Governments. The loans from the first tranche shall be secured with unconditional and irrevocable guarantees by State Governments covering the loan amounts along with interest and any other charges towards the loan. The loans from the second tranche will be conditional on loss reduction and performance improvement. Pursuant to the economic stimulus package offered to DISCOMs, the Group has started receiving payments from few DISCOMs after the disbursements under the economic stimulus package have been made to such DISCOMs.

With lockdowns easing in India and globally, we believe global trade may improve in the second half of the year ending March 31, 2021. Considering that the Group and the Restricted Group are in the business of generation of electricity which is granted "must run" status by MNRE, the management believes that the impact of outbreak on the business and financial position of the Group and the Restricted Group will not be significant. The management does not see any risks in the Group's and the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. However, the extent of the pandemic's impact on our operational and financial performance will depend on future developments, including the duration, spread and intensity of the outbreak and government response to control the spread of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving situation. The Group and the Restricted Group are closely monitoring developments, their operations, liquidity and capital resources and are actively working to minimize the impact of the unprecedented situation.

Acquisitions and Investments

The Company plans to invest Rs.15,000-20,000 million to set up a 2-gigawatt (GW) solar cells and modules manufacturing facility, however no definitive agreements have been entered into yet.

The Company entered into a share purchase agreement for the acquisition of Regent Climate Connect Knowledge Solutions Private Ltd, a digital analytics, software development, artificial intelligence, and machine learning company, specialising in the power markets domain in India. This deal is expected to bolster the internal digital capabilities and give access to promising external markets and customers. The acquisition will give the Company access to energy management services.

Certain key financial data

During the period from April 1, 2020 until July 2, 2020, the Group's total income and EBITDA was Rs. 15,401 million and Rs. 12,980 million, respectively. The Group's cash and bank balances (including fixed deposits), total borrowings, comprising long-term borrowings, short-term borrowings and current maturities of long-term borrowings and total equity was Rs. 40,188 million, Rs. 331,354 million and Rs. 92,659 million, respectively, as at July 2, 2020.

The independent auditors have not provided any services in relation to Group's financial information stated above and it has not been audited or reviewed by the independent auditors of the Group and is based on management's accounts.

Our Projects

We develop and operate utility scale wind and solar energy projects, as well as distributed solar energy projects, across India.

Utility Scale Wind and Solar Projects

The table below sets forth our utility scale operational and under development capacity as at August 31, 2020:

	Utility Scale Wind Projects			**Utility Scale Solar Projects**			**RTC / Peakpower**	**Total (Utility Scale Wind and Solar Projects and RTC /Peakpower)**	
	Operational	**Under Development**	**Total**	**Operational**	**Under Development**	**Total**	**Under Development**	**Total (Operational and Under Development)**	**Percentage**
				(in MW, except for percentages)					
Andhra Pradesh..	717	-	717	60	-	60	-	777	8%
Gujarat.............	605	396	1,001	40	305	345	-	1,346	13%
Karnataka	652	300	952	830	-	830	1,003	2,785	27%
Maharashtra	436	-	436	-	-	-	300	736	7%
Madhya Pradesh.	477	-	477	101	-	101	-	578	6%
Rajasthan..........	358	-	358	390	1,910	2,300	400	3,058	30%
Telangana	-	-	-	560	-	560	-	560	6%
Tamil Nadu	-	-	-	100	-	100	-	100	1%
Uttar Pradesh.....	-	-	-	-	100	100	-	100	1%
Total	**3,245**	**696**	**3,941**	**2,081**	**2,315**	**4,396**	**1,703**	**10,040**	**100%**

Note: That part of a project for which a commissioning certificate has been issued is considered "Operational". That part of a project for which equipment purchase contracts have been entered into or, in the case of projects won under competitive bidding, for which a letter of award has been received and/or a PPA has been signed, is considered "Under Development".

The Restricted Group has projects spread over 5 states across India. The following table shows the capacity details of the Restricted Group's projects among the 5 states as at August 31, 2020:

	Utility Scale Wind Projects	**Utility Scale Solar Projects**	**Total (Utility Scale Wind and Solar Projects)**	
States	**Operational**	**Operational**	**Total**	**Percentage**
		(in MW, except for percentages)		
Karnataka..	168	100	268	70%
Gujarat	12	0	12	3%
Madhya Pradesh	26	0	26	7%
Rajasthan	25.6	0	25.6	7%
Andhra Pradesh	50.4	0	50.4	13%
Total...	**282**	**100**	**382**	**100%**

The table below sets forth the percentage of total capacity of our utility scale projects split by type of project as at August 31, 2020:

Type of Projects

Utility Scale Wind Projects (Operational and Under Development)	**(%)**	**Utility Scale Solar Projects (Operational and Under Development)**	**(%)**
Bid	32%	Bid	96%
Feed-in-tariff	63%	Open Access	4%
Group Captive	4%		
APPC/REC(1)/Open Access	1%		
Total	100%	**Total**..	100%

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(1) For further details on RECs, see "Regulation – Renewable Energy Certificates".

Projects of the Group

The table below sets forth details of the consolidated wind projects of the Group as at August 31, 2020:

#	Status	Company/SPV	Project	Capacity (MW)	Location	CoD/SCoD/ Weighted Average CoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	PPA Tenure (from CoD)
1	Commissioned	ReNew Wind Energy (Rajkot) Private Limited	Jasdan	25.20	Gujarat	Mar-12	APPC+REC, 3rd Party	For 23.1MW- APPC Rate escalating in line with State APPC tariff; For 2.1MW-INR 3.93/unit	3rd Party	23.1 MW -25 2.1 MW -13.5
2	Commissioned	ReNew Wind Energy (Rajkot) Private Limited	Vaspet-I	25.20	Maharashtra	Mar-13	State PPA	5.73	MSEDCL	13
	Commissioned	ReNew Wind Energy (Rajkot) Private Limited	Vaspet-I	19.50	Maharashtra	Aug-13	State PPA	5.73	MSEDCL	13
3	Commissioned	ReNew Wind Energy (Jadeswar) Private Limited	Bakhrani	14.40	Rajasthan	Mar-13	State PPA	5.39(2)	JNVL	25
4	Commissioned	ReNew Wind Energy (Karnataka) Private Limited	Tadas	34.40	Karnataka	Mar-13	Group Captive	7.78 + escalation linked to HT tariff	3rd Party	10
	Commissioned	ReNew Wind Energy (Karnataka) Private Limited	Tadas	16.00	Karnataka	May-13	Group Captive	7.78 + escalation linked to HT tariff	3rd Party	10
5	Commissioned	ReNew Wind Energy (Karnataka) Private Limited	Jogihalli	4.80	Karnataka	Mar-17	Group Captive	6.03	3rd Party	10
	Commissioned	ReNew Wind Energy (Karnataka) Private Limited	Jogihalli	7.20	Karnataka	Jun-17	Group Captive	6.03	3rd Party	10
6	Commissioned	ReNew Wind Energy (Karnataka) Private Limited	Ron	40.00	Karnataka	Sep-16	Group Captive	5.97 + escalation linked to HT tariff	3rd Party	10
7	Commissioned	ReNew Wind Energy Delhi Private Limited	Jamb	28.00	Maharashtra	Jun-13	State PPA	5.81	MSEDCL	13
8	Commissioned	ReNew Wind Energy (AP) Private Limited	Chikodi	18.00	Karnataka	Jun-13	Group Captive	7.23 + escalation linked to HT tariff	3rd Party	10
9	Commissioned	ReNew Wind Energy (Jath) Limited	Jath	34.50	Maharashtra	Mar-13	State PPA	5.75	MSEDCL	13
	Commissioned	ReNew Wind Energy (Jath) Limited	Jath	50.15	Maharashtra	Aug-13	State PPA	5.75	MSEDCL	13
10	Commissioned	ReNew Wind Energy (Shivpur) Private Limited	Vaspet-II & III	49.50	Maharashtra	Aug-13	State PPA	5.81	MSEDCL	13
11	Commissioned	ReNew Wind Energy (Shivpur) Private Limited	Ellutala	119.70	Andhra Pradesh	Mar-17	State PPA	4.84+Tax Passthrough	APSPDCL	25
12	Commissioned	ReNew Wind Energy (Varekarwadi) Private Limited	Welturi-I	50.40	Maharashtra	Mar-14	State PPA	5.81	MSEDCL	13
13	Commissioned	ReNew Wind Energy (Rajasthan) Private Limited	Budh-I	30.00	Maharashtra	Mar-15	State PPA	5.81	MSEDCL	13

#	Status	Company/SPV	Project	Capacity (MW)	Location	CoD/SCoD/ Weighted Average CoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	PPA Tenure (from CoD)
14	Commissioned	ReNew Wind Energy (Welturi) Private Limited	Welturi-II	23.10	Maharashtra	Mar-14	State PPA	5.81	MSEDCL	13
15	Commissioned	ReNew Wind Energy (Devgarh) Private Limited	Vaspet-IV	49.50	Maharashtra	Nov-14	State PPA	5.79	MSEDCL	13
16	Commissioned	ReNew Wind Energy (Rajasthan One) Private Limited	Dangri	30.00	Rajasthan	Dec-14	State PPA	5.78(3)	AVVNL	25
17	Commissioned	ReNew Wind Energy (Rajasthan One) Private Limited	Nipaniya	40.00	Madhya Pradesh	Mar-16	State PPA	5.92	MPPMCL	25
18	Commissioned	ReNew Power Private Limited	Pratapgarh	46.50	Rajasthan	Mar-15	State PPA	6.08(3)	JVVNL, AVVNL	25
	Commissioned	ReNew Power Private Limited	Pratapgarh	4.50	Rajasthan	Jul-15	State PPA	6.08(3)	JVVNL, AVVNL	25
19	Commissioned	Renew Wind Energy (MP Two) Private Limited	Mandsaur	28.80	Madhya Pradesh	Mar-16	State PPA	5.69	MPPMCL	25
	Commissioned	Renew Wind Energy (MP Two) Private Limited	Mandsaur	7.20	Madhya Pradesh	Mar-17	State PPA	5.69	MPPMCL	25
20	Commissioned	Renew Wind Energy (AP 3) Private Limited	Rajgarh	25.60	Rajasthan	Mar-16	State PPA	5.88(3)	AVVNL	25
21	Commissioned	ReNew Wind Energy (Rajasthan 3) Private Limited	Bhesada	100.80	Rajasthan	Mar-16	State PPA	5.88(3)	JDVVNL	25
22	Commissioned	ReNew Wind Energy (AP) Private Limited	Lingasugur	40.00	Karnataka	Dec-15	Group Captive	6.03 + escalation linked to HT tariff	3rd Party	10
23	Commissioned	ReNew Power Private Limited	Kod and Limbwas	90.30	Madhya Pradesh	Mar-16	State PPA	5.92	MPPMCL	25
24	Commissioned	Shruti Power Projects Private Limited	Vinjalpur	12.00	Gujarat	Sep-15	State PPA	4.15	GUVNL	25
25	Commissioned	ReNew Wind Energy (Sipla) Private Limited	Batkurki	60.00	Karnataka	Feb-17	State PPA	4.50+Tax Passthrough	HESCOM	25
26	Commissioned	ReNew Wind Energy (Sipla) Private Limited	Bableshwar	50.00	Karnataka	Mar-17	State PPA	4.50+Tax Passthrough	HESCOM	25
27	Commissioned	ReNew Power	Sadla	38.00	Gujarat	Mar-17	State PPA	3.86	GUVNL	25
	Commissioned	ReNew Power Private Limited	Sadla	10.00	Gujarat	Mar-17	State PPA	3.86	GUVNL	25
28	Commissioned	Helios Infratech Private Limited	Veerabhadra	100.80	Andhra Pradesh	Mar-17	State PPA	4.84+Tax Passthrough	APSPDCL	25
29	Commissioned	ReNew Power Private Limited	Amba-1	44.00	Madhya Pradesh	Mar-17	State PPA	4.78	MPPMCL	25
30	Commissioned	Narmada Wind Energy Private Limited	Amba-2	8.00	Madhya Pradesh	Mar-17	State PPA	4.78	MPPMCL	25
31	Commissioned	Narmada Wind Energy Private Limited	Patan	50.00	Gujarat	Mar-17	State PPA	4.19	GUVNL	25
32	Commissioned	ReNew Wind Energy (Rajasthan) Private Limited	Limbwas 2	18.00	MadhyaPradesh	Mar-17	State PPA	4.78	MPPMCL	25
33	Commissioned	ReNew Vayu Urja Private Limited	KCT Gamesa 40 Molagavalli	40.00	Andhra Pradesh	Feb-17	State PPA	4.84+Tax Passthrough	APSPDCL	25
34	Commissioned	ReNew Vayu Urja Private Limited	KCTGE 39.1 Molagavalli	39.10	Andhra	Aug-16	State PPA	4.83+Tax Passthrough	APSPDCL	25
35	Commissioned	ReNew Vayu Urja Private Limited	KCT Gamesa 24 Kalyandurg	24.00	Andhra Pradesh	Aug-15	State PPA	4.83+Tax Passthrough	APSPDCL	25

#	Status	Company/SPV	Project	Capacity (MW)	Location	CoD/SCoD/ Weighted Average CoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	PPA Tenure (from CoD)
36	Commissioned	ReNew Wind Energy (AP 3) Private Limited	Lahori	26.00	Madhya Pradesh	Mar-17	State PPA	4.78	MPPMCL	25
37	Commissioned	Molgavalli Renewable Private Limited	Molagavalli	46.00	Andhra Pradesh	Mar-17	State PPA	4.84+Tax Passthrough	APSPDCL	25
38	Commissioned	Ostro Jaisalmer Private Limited	Olive - Tejuva	50.40	Rajasthan	Aug-15	State PPA	5.88(3)	JVVNL	25
39	Commissioned	Ostro Renewables Private Limited	Olive - Rajgarh	25.60	Rajasthan	Dec-15	State PPA	5.88(3)	AVVNL	25
40	Commissioned	Ostro Madhya Wind Private Limited	Olive - Lahori	92.00	Madhya Pradesh	Mar-16	State PPA	5.92	MPPMCL	25
41	Commissioned	Ostro Urja Wind Private Limited	Olive - Amba	66.00	Madhya Pradesh	Mar-16	State PPA	5.92	MPPMCL	25
42	Commissioned	Ostro Anantapur Private Limited	Olive - Nimbagallu	100.00	Andhra Pradesh	Oct-16	State PPA	4.84+Tax Passthrough	APSPDCL	25
43	Commissioned	Ostro Mahawind Power Private Limited	Olive - Sattegiri	60.00	Karnataka	Mar-17	State PPA	4.50+Tax Passthrough	HESCOM	25
44	Commissioned	Ostro Andhra Wind Private Limited	Olive - Ralla Andhra	98.70	Andhra Pradesh	Mar-17	State PPA	4.84+Tax Passthrough	APSPDCL	25
45	Commissioned	Ostro AP Wind Private Limited	Olive - Ralla AP	98.70	Andhra Pradesh	Mar-17	State PPA	4.84+Tax Passthrough	APSPDCL	25
46	Commissioned	AVP Powerinfra Private Limited	Olive - AVP Dewas	27.30	Madhya Pradesh	Mar-17	State PPA	4.78	MPPMCL	25
47	Commissioned	Badoni Power Private Limited	Olive - Badoni Dewas	29.40	Madhya Pradesh	Mar-17	State PPA	4.78	MPPMCL	25
48	Commissioned	ReNew Power Private Limited	SECI II	184.5	Gujarat	June-19	Centre PPA	2.64	SECI	25
49	Under development	ReNew Power Private Limited	SECI II	45.5	Gujarat	FY21	Centre PPA	2.64	SECI	25
50	Commissioned	Ostro Kutch Wind Private Limited	Olive - Kutch (SECI 1)	250.00	Gujarat	Oct-18	Centre PPA	3.46	PTC	25
51	Commissioned	Ostro Dakshin Power Private Limited	Olive - Taralkatti	100.00	Karnataka	Mar-18	State PPA	4.50+Tax Passthrough	GESCOM	25
	Commissioned	ReNew Wind Energy (Varekarwadi) Private Limited	Bableshwar 2	40.00	Karnataka	Mar-18	State PPA	3.74+Tax Passthrough	BESCOM	25
52	Commissioned	Bidwal Renewable Private Limited	Bapuram	50.00	Karnataka	Mar-18	State PPA	3.74+Tax Passthrough	GESCOM	25
53	Commissioned	Pugalur Renewables Private Limited	Nirlooti	60.00	Karnataka	Mar-18	State PPA	3.74+Tax Passthrough	GESCOM	25
54	Commissioned	Rajat Renewables Limited and Kanak Renewables Limited	Kushtagi - 1	71.40	Karnataka	Apr-18	State PPA	3.72+Tax Passthrough	HESCOM, GESCOM	25
55	Commissioned	Zemira Renewable Energy Limited	Borampalli	50.40	Andhra Pradesh	Mar-18	State PPA	4.84+Tax Passthrough	APSPDCL	25
56	Commissioned	ReNew Wind Energy (Varekarwadi) Private Limited	GUVNL	35	Gujarat	Sep-19	State PPA	2.45	GUVNL	25
57	Under development	Renew Wind Energy (AP 2) Private Limited	SECI 3	300	Gujarat	FY21	Centre PPA	2.44	SECI	25
58	Commissioned	ReNew Vayu Urja Private Limited	MSEDCL Bid	76	Maharashtra	Dec-19	State PPA	2.85	MSEDCL	25
59	Commissioned	Kanak Renewables Limited	SREI	60.00	Rajasthan	May-12	State PPA	4.64	JVVNL, AVVNL	20-25

#	Status	Company/SPV	Project	Capacity (MW)	Location	CoD/SCoD/ Weighted Average CoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	PPA Tenure (from CoD)
60	Under development	Ostro Kannada Power Private Limited	SECI 6	300	Karnataka	FY22	Centre PPA	2.82	SECI	25
	Under development	Ostro Energy Private Limited	SECI 7	50.60(4)	Gujarat	FY22	Centre PPA	2.81	SECI	25
	Total	**3,941**								
	Commissioned	**3,245**								
	Under development	**696**								

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(1) Applicable tariff is based on PPAs or the latest invoices issued and in the case of group captive customers is a weighted average figure based on invoices issued to the customer.

(2) Tariff grossed up by 4% to include transmission loss reimbursement as per the relevant PPA.

(3) Tariff grossed up by 2.5% to include transmission loss reimbursement as per the relevant PPA.

(4) This is the expected capacity for the project under development.

The table below sets forth details of the consolidated solar projects of the Group as at August 31, 2020*:

Sr. No.	Status	SPV	Project	Capacity (MW)	Location	CoD/ SCoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	(from CoD)
1	Commissioned	Renew Solar Energy (TN) Private Limited	Sheopur	50.0	Madhya Pradesh	Jun-15	State PPA	6.97	MPPMCL	25
2	Commissioned	Renew Solar Energy (Karnataka) Private Limited	Adoni	39.0	Andhra Pradesh	Mar-16	State PPA	INR 5.98/unit for 1st year with escalation of 3% till 10th year, from 11th to 25th year 10th year tariff will apply	APSPDCL	25
3	Commissioned	Renew Solar Energy (Karnataka) Private Limited	Cumbum	21.0	Andhra Pradesh	Mar-16	State PPA	INR 5.98/unit for 1st year with escalation of 3% till 10th year, from 11th to 25th year 10th year tariff will apply	APSPDCL	25
4	Commissioned	ReNew Akshay Urja Limited	Mehbubnagar -1	100.0	Telangana	Apr-16	State PPA	6.73	TSSPDCL	25
5	Commissioned	ReNew Akshay Urja Limited	Sadashivpet	24.0	Telangana	Jun-16	State PPA	6.8	TSSPDCL	25
6	Commissioned	ReNew Clean Energy Private Limited	MPSolar II	51.0	Madhya Pradesh	Oct-17	State PPA	5.46	MPPMCL	25
7	Commissioned	ReNew Solar Energy (Telangana) Private Limited	Dichipally	143.0	Telangana	Jul-17	State PPA	5.5949	TSNPDCL	25
8	Commissioned	ReNew Mega Solar Power Private Limited	Mandamarri	48.0	Telangana	Feb-17	State PPA	5.59	TSNPDCL	25
9	Commissioned	ReNew Saur Shakti Private Limited	Minpur	65.0	Telangana	Jul-17	State PPA	5.59	TSSPDCL	25
10	Commissioned	ReNew Saur Shakti Private Limited	Mulkanoor	30.0	Telangana	Jun-17	State PPA	5.59	TSNPDCL	25
11	Commissioned	Tarun Kiran Bhoomi Private Limited	Alland	20.0	Karnataka	Mar-17	State PPA	4.86	BESCOM	25
12	Commissioned	Renew Wind Energy (Karnataka 3) Private Limited	Bhalki	20.0	Karnataka	Mar-17	State PPA	4.85	BESCOM	25
13	Commissioned	ReNew Wind Energy (MP Four) Private Limited	Chincoli	20.0	Karnataka	Apr-17	State PPA	4.84	BESCOM	25
14	Commissioned	ReNew Agni Power Private Limited	Siruguppa	20.0	Karnataka	Mar-17	State PPA	4.76	HESCOM	25

Sr. No.	Status	SPV	Project	Capacity (MW)	Location	CoD/ SCoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	(from CoD)
15	Commissioned	Renew Wind Energy (Karnataka 4) Private Limited	Humnabad	20.0	Karnataka	Mar-17	State PPA	4.86	HESCOM	25
16	Commissioned	Bhumi Prakash Private Limited	Devdurga	20.0	Karnataka	Sep-17	State PPA	4.76	MESCOM	25
17	Commissioned	ReNew Wind Energy (MP Three) Private Limited	Honnali	20.0	Karnataka	Nov-17	State PPA	5.05	BESCOM	25
18	Commissioned	ReNew Wind Energy (Rajasthan Four) Private Limited	Turuvekere	20.0	Karnataka	Nov-17	State PPA	4.84	BESCOM	25
19	Commissioned	Renew Wind Energy (Maharashtra) Private Limited	Yadgir	20.0	Karnataka	Oct-17	State PPA	4.85	BESCOM	25
20	Commissioned	Renew Wind Energy (TN 2) Private Limited	Mahbubnagar 2	100.0	Telangana	Nov-17	JNNSM	4.66	NTPC	25
21	Commissioned	ReNew Saur Urja Private Limited	Ittigi	50.0	Karnataka	Jan-17	3rd Party	5.41+ escalation linked to HT tariff movement on pre-defined escalation	3rd Party	8-10
22	Commissioned	ReNew Saur Urja Private Limited	Raichur	50.0	Karnataka	May-17	3rd Party	5.034	3rd Party	8-12
23	Commissioned	Renew Wind Energy (TN 2) Private Limited	Pavagada	50.0	Karnataka	Dec-17	JNNSM	4.8	NTPC	25
24	Commissioned	Prathamesh Solarfarms Limited	Olive P11	50.0	Telangana	Sep-17	State PPA	5.59	TSNPDCL	25
25	Commissioned	Aalok, Abha, Shreyas (Solarfarms Limited) and Heramba Renewables Limited	Olive P12	60.0	Rajasthan	Nov-17	NTPC	5.07	NTPC	25
26	Commissioned	Lexicon Vanijya Private Limited	VS-Lexicon	10.00	Rajasthan	Feb-13	JNNSM	8.69	NTPC	25
27	Commissioned	Symphony Vyapaar Private Limited	VS-Symphony	10.00	Rajasthan	Feb-13	JNNSM	8.48	NTPC	25
28	Commissioned	Star Solar Power Private Limited	VS-Star Solar	5.0	Rajasthan	Jul-15	State PPA	6.45	RREC	25
29	Commissioned	Sungold Energy Private Limited	VS-Sun Gold	5.0	Rajasthan	Jul-15	State PPA	6.45	RREC	25
30	Commissioned	ReNew Solar Energy (Karnataka Two) Private Limited	Charanka	40.0	Gujarat	Mar-17	State PPA	4.43	SECI	25
31	Commissioned	ReNew Wind Energy linked to HT (Budh 3) Private Limited	Wadgare	20.0	Karnataka	Dec-17	3rd Party	4.64+ escalation linked to HT tariff movement or pre-defined Limited escalation	3rd Party	10
32	Commissioned	ReNew Wind energy (Budh 3) Private Limited	Nirna	20.0	Karnataka	Mar-18	3rd Party	5.02+ escalation linked to HT tariff movement or pre-defined escalation	3rd Party	10
33	Commissioned	ReNew Wind energy (Budh 3) Private Limited	Ladha	20.0	Karnataka	Mar-18	3rd Party	5.02+ escalation linked to HT tariff movement or pre-defined escalation	3rd Party	10

Sr. No.	Status	SPV	Project	Capacity (MW)	Location	CoD/ SCoD	Tariff Model	Tariff (INR/kWh)(1)	Offtaker	(from CoD)
34	Commissioned	ReNew Solar Power Private Limited	Bhadla	50.0	Rajasthan	Apr-19	Centre PPA	2.49	SECI	25
35	Commissioned	Renew Solar Energy (Rajasthan) Private Limited	TN 100	100.0	Tamil Nadu	Sep-19	State PPA	3.47	TANGEDCO	25
36	Commissioned	Several SPVs (7 projects)	Kar 140bid(2)	140	Karnataka	Oct-19	State PPA	3.22	MESCOM, BESCOM, GESCOM, CESC	25
37	Commissioned	Adyah Solar Energy Private Limited	Pavagada 2	300.0	Karnataka	Mar-19	State PPA	2.91	HESCOM, BESCOM, GESCOM	25
38	Commissioned	ReNew Solar Power Private Limited	Mah Ph I	250.0	Rajasthan	Oct-19	State PPA	2.72	MSEDCL	25
39	Under Development	ReNew Sun Bright Private Limited	Mah PhII	300.0	Rajasthan	FY22	State PPA	2.75	MSEDCL	25
40	Under Development	ReNew Sun Waves Private Limited	SECI III	300.0	Rajasthan	FY22	Centre PPA	2.55	SECI	25
41	Under Development	ReNew Solar Energy (Jharkhand Five) Pvt Ltd	SECI Raj	110.0	Rajasthan	FY21	Centre PPA	2.49	SECI	25
42	Under Development	ReNew Sun Energy Private Limited	GUVNL	105.0	Gujarat	FY22	State PPA	2.68	GUVNL	25
43	Under Development	Auxo Sunlight Private Limited, Renew Sun Power Private Limited	SECI - Rihand	100.0	UP	FY22	Centre PPA	3.29	SECI	25
44	Under Development	ReNew Solar Energy (Jharkhand Three) Pvt Ltd	SECI IV	300.0	Rajasthan	FY22	Centre PPA	2.54	SECI	25
45	Under Development	ReNew Solar Urja Private Limited	SECI VI	300	Rajasthan	FY22	Centre PPA	2.71	SECI	25
46	Under Development	Renew Surya Vihaan Private Limited	SECI VIII	200	Rajasthan	FY23	Centre PPA	2.51	SECI	25
47	Under Development	ReNew Surya Aayan Private Limited	SECI IX	400	Rajasthan	FY23	Centre PPA	2.38	SECI	25
48	Under Development	ReNew Solar Vidhi Private Limited	GUVNL IX (Dholera)	200	Gujarat	FY23	State PPA	2.79	GUVNL	25
	Total	**4,396**								
	Commissioned	**2,081**								
	Under development**	**2,315**								

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(1) Applicable tariff is based on PPAs or the latest invoices issued and in the case of group captive customers is a weighted average figure based on invoices issued to the customer.

* 1.7 GW of RTC/peakpower projects are also under development, and this is not captured in the table.

Customers

We sell electricity, including RECs, primarily to central government agencies, public utilities and private industrial and commercial consumers (which include consumers under the group captive scheme further described below). The following table sets forth our offtaker profile as a percentage of our operational and under development capacity as at August 31, 2020.

Offtaker split	Capacity (MW)	(%)
State		
Andhra Pradesh[1]	777	8%
Gujarat[2]	475	5%
Karnataka[3]	1,111	11%
Maharashtra[4]	986	10%
Madhya Pradesh[5]	578	6%
Rajasthan[6]	368	4%
Telangana[7]	460	5%
Tamil Nadu[8]	100	1%
Central Agency (SECI/PTC/NTPC)	4,864	48%
Third Party	445	4%
Total	**10,165**	

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(1) Andhra Pradesh includes APSPDCL

(2) Gujarat includes GUVNL

(3) Karnataka includes BESCOM, MESCOM, HESCOM and GESCOM

(4) Maharashtra includes MSEDCL

(5) Madhya Pradesh includes MPPMCL

(6) Rajasthan includes JDVVNL, JVVNL, AVVNL and RREC

(7) Telengana includes TSSPDCL and TSNPDCL

(8) Tamil Nadu includes TANGEDCO

Power Purchase Agreements

Our projects benefit from long-term PPAs, thereby enhancing the offtake security and long-term visibility of our revenues. We have entered into PPAs with state electricity distribution companies, other government agencies and commercial and industrial customers. As at August 31, 2020, 93% of the PPAs signed had a term of 20 to 25 years and 7% of them had a term between 8 to 20 years.

In relation to utility scale projects, the terms of our PPAs with central government agencies and state electricity distribution companies are generally for 25 years from the commercial operation date of the project (with PPAs in certain states having terms of 8, 10, 13 or 20 years). As at August 31, 2020, approximately 95% of our utility scale capacity which had PPAs with central government agencies and state electricity distribution companies were in the 20 to 25 year range, while some of the PPAs for our projects in Maharashtra had terms of 13 years.

With commercial and industrial customers, including with group captive and open access and other third party consumers, our PPAs are typically for a range of 8 to 25 years, including the PPAs we enter into in relation to our distributed solar energy projects and under most of which the solar power generating equipment may be purchased by our customers.

Tariff rates for our PPAs for utility scale wind and solar energy projects are determined under a feed-in-tariff ("FiT") or a bidding regime or are bilaterally agreed with third party offtakers. The majority of these PPAs provide for fixed tariff rates. In a few PPAs, the tariff is subject to escalation provisions. Our PPAs for distributed solar energy projects provide for both fixed and differential tariffs. For further details, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Significant Factors Affecting the Group's Results of Operations—Power Purchase Agreements and Tariffs*".

Our PPAs include restrictions on contracted capacity and changes in management and ownership of our project SPV undertaking the relevant project (including changes in the specified minimum equity shareholding of the Company in such project SPV).

Events of default under the PPAs typically include failure or delay in commissioning, failure to supply power post the commercial operation date, failure to supply the minimum contracted power as defined in the relevant PPA, inability to meet our performance guarantees, assignment or transfer of assets or rights under the PPAs in contravention of the terms thereof, liquidation, our project SPV's insolvency or similar events, and failure to operate and maintain our projects in accordance with the terms of the PPAs. Upon the occurrence of an event of default, we may face adverse consequences such as specific performance of the PPAs, termination of the PPAs, payment of liquidated damages, imposition of penalties, and exercise of step-in rights by our lenders or rights to replace the Company or our project SPV as operator of the project. Most of our PPAs also provide for relief to the party affected by a change in law or a *force majeure* event.

Development Process

There are several key activities that occur sequentially or concurrently before and throughout our development efforts as our projects move from being actively under development through to operation.

Review of Data and Resource Assessment

We conduct wind or solar resource assessments of the proposed project site to estimate the annual energy production of a proposed wind or solar project. We conduct resource assessments at the earliest stage of the development process, using a variety of wind and solar resource assessment tools, including both in-house resources as well as resources available to the wider industry.

An initial assessment of favorable wind and solar resource potential is conducted for each potential site by reviewing publicly available wind and solar maps. Our in-house assessment teams then use wind and solar flow modelling tools to estimate potential wind speeds, irradiation levels and other indicators of energy levels. Our assessment teams seek to correlate the wind and solar data collected on-site with long-term weather patterns using weather prediction models of the atmosphere at the proposed project site. We also employ the services of wind resource assessment firms, including DNV.GL, TUV Rheinland (India) Pvt. Ltd., AWSTrue Power and 3TIERR&D India Private Limited to conduct and validate our own wind resource assessments and use independent solar resource assessment software including from 3TIER R&D India Private Limited for our solar resource assessments.

Wind Resources

Generally, our wind resource assessment processes are driven by the collection and analysis of available data to estimate power generation potential. If the results of our initial assessments are positive, we obtain permits from the relevant state governments to install meteorological masts to obtain long-term site-specific wind data and make wind resource estimates. Our own mast field team owns and maintains our meteorological masts. As wind data can vary significantly even within a project site, a number of meteorological masts at multiple heights are typically installed at varying locations, or transferred from one site location to another to measure wind data over different periods of time.

Wind resource assessment facilitates:

- Micrositing of projects, *i.e.,* the placement of wind turbines at the coordinates determined to be the most efficient for energy production;
- Energy analysis in terms of gross and net energy estimates;
- Understanding uncertainty in terms of inter-annual variability, conversion of wind speed uncertainties to energy uncertainties and project uncertainties; and
- Making recommendations regarding the turbine technology, layout, hub-height and rotor diameter to be used.

For details on annual wind speed variation for wind-generating states, see "*Industry Overview*".

Solar Resources

Generally, solar resource is significantly more uniform and predictable than wind resource. The databases and software publicly available for assessing solar resource are substantially comprehensive, reflecting a higher degree of accuracy than analogous sources typically provide for wind resource. Accordingly, we find available databases and software to be substantially adequate for all of our solar resource assessment purposes.

Land Procurement

Once a given site project is identified and the assessments and studies described above are complete, the land acquisition process will generally be administered by our in-house land team, working with third party aggregators or developers and EPC contractors as required. For turnkey wind energy projects, once a suitable site is identified and the assessments and studies described above are complete, the land acquisition process is undertaken by the OEMs, in close consultation with our land team, and also by us for some of our projects that are currently under development.

Generally, the land title procurement process begins with land assessment and feasibility studies even before development of a given project while closing can occur at any point in the project development cycle. Upon successfully winning a bid, we commence the process to secure land titles or attain the relevant land rights for land needed to construct and operate our projects, including those associated with turbines or solar plants, transmission and interconnection lines and access roads and facilities. We receive assistance from land aggregators or intermediaries to help secure the rights to the land and facilitate the procurement process.

We generally enter into conveyance deeds with landowners to secure the necessary title to build on the site, including meteorological masts, roads, electric lines and substations, turbines or solar plant and O&M and other associated facilities. Ownership of each project site (apart from government revenue land or forest land under Indian law wherein we enter into long-term leases) allows us to facilitate our efforts to ensure wind energy project optimization to maximize power generation. Further, we obtain necessary approvals such as conversion certificates from the relevant government departments for use of land for non-agricultural purposes, forest clearances and environmental approvals as applicable. Occasionally, such as in case of solar parks, the developer is solely responsible for land acquisition and various approvals.

Approvals

Upon identifying and acquiring a high potential site, we begin the approvals process with relevant local and state agencies. For certain types of approvals the process continues throughout the various stages of project development.

The approvals process includes identifying required permits, holding preliminary meetings with relevant state and central agencies and stakeholder groups, determining which studies will be needed in connection with approvals applications and conducting the studies, preparing permits and disclosure reports, participating in public meetings, and responding to information requests and seeking project approvals from the state or central government bodies.

Transmission and Interconnection

Since the availability of transmission infrastructure and access to a power grid or network are critical to a project's feasibility, either we (acting by ourselves or through third party agencies we hire), or the EPC contractor for a given project will determine transmission capacity using both public sources and our own data.

Grid integration studies are conducted at this stage by simulating the variable renewable energy output generated from proposed wind and solar projects under different scenarios, identifying reliability constraints and evaluating the cost of measures to alleviate those constraints.

If existing transmission infrastructure is available, we or the EPC contractor for a given project attempt to secure access to such infrastructure when selecting a potential site for development as part of our development activities. We or the relevant EPC contractor discuss availability with relevant public transmission utilities and apply to the appropriate independent system operator, local electric utility, or central electric utility to interconnect with the grid network. If transmission infrastructure does not already exist, is inadequate or otherwise unavailable, we investigate the feasibility of developing and constructing the required systems to establish the grid interconnection point generator ourselves. Infrastructure that we may develop may be subsequently transferred to the relevant system operator or electric utility depending on the particular interconnection approval granted. Power from our wind and solar farms is typically evacuated to the relevant grids through high voltage 33/66/110/132/220/400 kV transmission lines systems from dedicated pooling stations, which results in stable energy transmission and minimizes grid instability and losses.

Project and Bid Assessment

Feed-in-Tariff

While the renewable energy landscape in India shifted away from a FiT structure to an auction bidding structure, we maintain internal protocols which help guide our FiT assessment for many of our wind energy projects.

For projects on a turnkey model, we analyze the asset proposal from the relevant OEM supplier, which generally includes an energy yield estimation report, site suitability reports, on-site wind mast data, evacuation details and indicative project cost. A preliminary assessment of OEM assumptions is carried out based on our experience and market intelligence in the relevant region. We then evaluate power evacuation feasibility and the available wind resource data in-house based on our regional experience and with the help of software. We also assess the impact of the regulatory and policy framework in place at that time.

The proposal prepared by the business team of the Company is analyzed and tested against relevant technical, legal and financial considerations by a subgroup reporting to the Investment Committee and is then presented by the subgroup to the Investment Committee along with its evaluation of risks. If the Investment Committee is satisfied, it gives its preliminary approval to enable signing of a term sheet. Thereafter, we engage external parties in preparing wind and evacuation infrastructure studies. A final evaluation is then carried out using relevant information gathered. Aspects covered include land profile, land access, evacuation feasibility, expected site PLF, grid availability and potential execution, regulatory and other risks.

After negotiating preliminary commercial terms with the OEM and accounting for information related to wind resource, evacuation and execution as well as offtaker credit profile, if the proposed FiT based project is deemed to be internally viable based on the above factors, our Investment Committee may grant its final approval for the project.

Bidding

The bidding process for capacity allocations by government agencies is typically conducted in two stages. In the first stage, eligible and prospective bidders are shortlisted. In the second stage, the shortlisted bidders take part in a live online reverse auction to bid for capacity by submitting tariffs through an online portal. The bidder quoting the lowest bid is selected.

The objective of the first stage is to identify credible bidders who have the requisite technical and financial capacity to undertake the project. The bidding documents, including a draft PPA and other information pertaining to the project, are provided to every bidder on payment of a processing fee. Respondents do not have to incur significant expenses in preparing a response. In addition to the processing fee, a bidder will be required to deposit a bid security in the form of a demand draft or a bank guarantee.

The information sought from bidders in the first stage for the purposes of pre-qualification is generally restricted to technical and financial capabilities that are relevant to the project. In the case of a bidding consortium, the financial eligibility criteria are typically fulfilled by the lead member or parent company of the lead member, while the technical eligibility criteria are fulfilled by consortium members. Only those applicants that are shortlisted are invited to participate in the second stage of the bidding process. The number and nature of the bidders shortlisted for the second stage are based on, among other things, initial bid tariffs and quantity of bidders.

Bidders are requested to have carried out their own surveys, investigations and other detailed examination of the project before submitting their bids, including ascertaining the site conditions, evacuation feasibility, location, surroundings, climate, availability of power, water and other utilities for construction, site access, handling and storage of materials and weather data.

Bid Assessment

We utilize a multi-pronged process to effectively track all bid policies and bid updates in the market. Once a tender is identified, the relevant information about the bid is discussed with our finance, regulatory and technical teams. Our Investment Committee is required to approve our participation in the bid, bid capacity and tariff, following which the bid proposal is placed before the Company's Board of Directors for their final approval.

A number of factors are considered in our assessment of potential bids, including the credit rating of the state distribution utilities, ease of doing business in the relevant state, availability and ownership of land, wind and soil conditions and variability and solar irradiation levels (as appropriate) at the location of the project, land and capital costs, payment cycles, ease of construction, required wind turbine size, climate, topography and other location coordinates. We also evaluate the opportunity on the basis of the capacity being offered, grid connectivity and evacuation infrastructure, including assessing distance to the nearest substations and the capacity of the substations to evacuate the power produced.

As part of all stages of project and bid assessment, we conduct financial evaluations to determine asset and equity rates of return, expected project cost, sensitivity analyzes based on realizable tariffs, financing costs and O&M costs. We only bid for projects that we consider will meet internally determined rate of return thresholds commensurate with the risk profile of the bids. If a bid is won, a letter of award (LOA) is issued and the PPA is signed subsequently.

As is the case with FiT based projects, for bid based projects we follow a two stage approval process wherein an initial approval is provided for the financial bid (which covers bid capacity and tariff) and technical bid for the purpose of being shortlisted and a final approval is provided prior to the commencement of the auction process.

M&A and Investment Appraisal

We use the same approach in assessing potential bids to assess proposed M&A and investments in existing projects. Financial, tax, land, technical and legal due diligence is conducted on the relevant asset. Each asset under consideration is further evaluated by our internal development and O&M teams, as well as by external consultants. Assessments of project design performance are evaluated against the asset's historical performance. Current and future performance risks are also assessed. Detailed exercises are undertaken to assess required additional capital expenditure and operating expenditures for the residual lifespan of the specific asset. The resulting proposal is then sent to the Company's Investment Committee and, subsequently, to the Board of Directors of the Company, the Board for their approval. Upon approval, investments are continuously monitored.

Equipment Procurement

We acquire key equipment such as turbines and solar modules by contracting with a diverse group of leading suppliers such as Siemens Gamesa Renewable Power Private Limited, Suzlon Energy Limited, First Solar FE Holdings Pte Ltd, Schneider Electric India Pvt Ltd, Bonfiglioli Renewable Power, ABB India Limited, Wind World (India) Limited (formerly Enercon India Limited) and Hareon International Co. Limited. Other key equipment for our solar energy projects, including inverters, transformers and trackers, are procured from leading suppliers such as Sungrow Power Supply Co., Zhongli New Energy (Hong Kong) Investment Limited, Hefei JA Solar Technology Co. Ltd. and SMA Solar Technology AG. We have rigorous vendor evaluation and quality control processes to ensure we are procuring equipment manufactured to high standards.

We analyze the wind data (for wind energy projects) or irradiation data (for solar energy projects) from each project site in order to determine the specifications of the equipment we require. Once a decision is made on the most appropriate equipment for the site, we order the equipment from the supplier that we feel best suits our requirements based on factors such as price, warranty and insurance programs, equipment degradation rate, technical support and the reputation of the supplier.

Construction and Commissioning

For our wind energy projects, construction consists of turbine installations and the construction of the rest of the facility (referred to as the "balance of plant"), which includes transmission lines and the substation. We generally enter into turnkey EPC contracts with OEMs for manufacturing, installing and commissioning wind turbines and the balance of plant. On some occasions, we have also developed wind energy projects on our own or jointly with the OEM where we (with the OEM) are responsible for construction and development of the plant. The construction of the balance of plant is carried out concurrently with the erection of the wind turbines.

For our solar energy projects, construction consists of design engineering, structure, module and inverter installations, sub-station construction, interconnection work, and construction of the balance of plant. We have an in-house EPC team that undertakes all construction activities through to commissioning. For some projects, we outsource certain construction activities to third-party vendors. The contractors provide the management, supervision, labor, certain materials, tools, engineering, mobilization, testing and other services required to construct the project.

Construction typically takes approximately six to eighteen months for our wind energy projects, and four to twelve months for our solar energy projects. Our projects team supervises and oversees all aspects of construction.

Once a given wind energy project is functional tests are conducted as part of the commissioning process on each turbine's operation, and integration within the project and with the transmission system.

For solar energy projects, commissioning involves testing of inverters and power transformers and integration within the project as well as with the transmission system. Once our wind or solar energy projects are transmitting electricity to the relevant grid, the commissioning certificates are obtained from the required state and central government authorities.

Operations and Maintenance – Wind

We enter into contracts with providers of O&M services in relation to our wind energy projects for a period of five to twenty years (in which generally the first two years are provided free) with a renewal option provided in certain cases. Such contracts provide for fixed annual fees for the provision of O&M services which may be subject to escalation at pre-determined rates.

The O&M contractors typically extend minimum available guarantees with regard to the performance of the wind turbines and compensate us for any shortfalls in machine availability, subject to an annual monetary limit which is typically a percentage of the annual fees. The services provided by the O&M contractor include coordination and liaison with relevant state electricity boards and other government authorities, management and maintenance services (including with respect to evacuation infrastructure) and technical services including reporting, testing and inspection. These O&M contracts may be terminated by either party upon the occurrence of an event of default which includes bankruptcy or insolvency of the other party, failure by the other party to discharge obligations, assignment by the O&M contractor of the contract in contravention of the terms thereof, and material breach of the terms of the contract by the other party.

We are currently developing in-house capabilities to operate and maintain our wind turbines. This will provide us with the flexibility to directly operate and maintain the turbines, extend the existing agreements with suppliers or enter into new service agreements with other suppliers.

While the turbine manufacturer provides on-site operation and maintenance of the turbines and the balance of plant including pooling stations, we are required to ensure compliance with regulations and obtain and maintain insurance.

In general, the average life expectancy of wind turbines is approximately 25 years.

Operations and Maintenance – Solar

We generally engage our in-house O&M team to perform O&M services for our utility scale solar energy projects. From time to time, we also enter into O&M contracts to engage third parties as contractors for our utility scale solar energy projects. Such O&M contracts are generally for a period of two to five years and include provision of various services, including module cleaning, clearing ground cover (to ensure that solar resource is adequately captured by the solar array and efficiently converted into energy), solar array performance monitoring and maintenance of the balance of plant. Our O&M contracts provide for fixed annual fees for the provision of services, which, in most cases, are subject to annual escalations at pre-determined rates.

Such O&M contracts generally set target performance thresholds evaluated annually with pre-agreed performance guarantee rates. If the performance guarantee rate is not met, the O&M contractor is generally liable to pay compensation as per the contract terms. Further, these O&M contracts may be terminated by either party upon the occurrence of an event of default which includes bankruptcy or insolvency of the other party, failure by the other party to discharge obligations, assignment of the contract by the other party in contravention of the terms thereof, and material breach of the terms of the contract or misrepresentation by the other party. The liability of the parties under the O&M contracts is typically limited to the value of the contract.

In respect of our distributed solar energy projects, we typically execute contracts to engage third party O&M contractors. Such contracts have terms of three to five years and govern the scope of services to be provided by the contractor.

In general, the average life expectancy of solar power plants is up to 25 years.

Financing

Funding for our projects is typically obtained during the development and operational phases. Debt at each project is financed through short-term recourse debt, which means that, with limited exceptions, the lenders are secured and typically have recourse against the assets being financed, but have no or only limited recourse to our other assets. In addition, we also have a focused refinancing strategy, whereby once the project is operational, we look to refinance existing loans to extend tenors, increase borrowing limits, and reduce interest rates.

We obtain debt for our projects through multiple sources such as commercial banks (both state owned and private sector banks), non-banking financial companies, infrastructure debt funds, domestic and international capital markets, and development finance institutions that have the expertise to evaluate the risks associated with the construction and operation of a renewable energy project, including evaluation of the equipment technology, construction, operation and wind and/or solar resources. We have raised US$475 million of Rupee-denominated "NCDs". In March 2019, September 2019, October 2019 and January 2020, we raised US$435 million, US$300 million, US$90 million and US$450 million, respectively, of U.S. dollar-denominated bonds. Our project SPVs have term loans with tenures ranging between three and twenty-three years and debentures with tenors ranging between five and seventeen years.

For more details on our project financings, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations – Indebtedness*". Certain of our projects also include equity investments from third parties.

Equipment Suppliers

Wind Energy Project Suppliers

Operating equipment for wind energy projects primarily consists of turbines, inverters, transformers and turbine costs represent the majority of our wind energy project investment costs. Our turbine supply strategy is largely based on developing strong relationships and establishing framework agreements with leading turbine suppliers. We have purchased wind turbines mostly from Suzlon Energy Limited, Siemens Gamesa Renewable Power Private Limited, Senvion GmbH, ReGen Powertech Private Limited, Inox Wind Limited, Wind World (India) Limited, KGEPL Engineering Services Private Limited, GE India Industrial Pvt. Ltd. and Vestas Wind Technology India Pvt. Ltd.

Solar Energy Project Suppliers

Operating equipment for solar energy projects primarily consists of solar module panels, inverters, cables, solar mounting structures, trackers, transformers and the evacuation system. We purchase major components such as solar module panels and inverters directly from multiple manufacturers. There are several suppliers in the market and we select our suppliers based on expected cost of equipment purchased, reliability, warranty coverage, ease of installation and other ancillary costs. Our primary solar module panel suppliers are First Solar FE Holdings Pte. Ltd., Hareon International Co., Limited, Hanwha Q Cells (QIDONG) Co. Ltd., Canadian Solar International Limited, Hefei JA Solar Technology Co. Ltd., Trina Solar Energy Development Pte Ltd., Zhongli New Energy (Hong Kong) Investment Ltd., Renesola Singapore Pte Ltd., Risen Energy Co. Ltd., Longi Solar Technology Co. Ltd., Vikram Solar Limited and other suppliers. We also source solar mounting structures and trackers from vendors such as Arctech Solar Holding Co. Ltd., and engage certain engineering services of SgurrEnergy India Private Limited.

We typically enter into master contractual arrangements with our major suppliers that define the general terms and conditions of our purchases, including warranties, product specifications, indemnities, delivery and other customary terms. We normally purchase solar module panels and the balance of plant components on an as-needed basis from our suppliers at the then prevailing prices pursuant to purchase orders issued under our master contractual arrangements. We generally do not have any supplier arrangements that contain long-term pricing or volume commitments, although at times in the past we have made limited purchase commitments to ensure sufficient supply of components.

Competition

We face competition in the development and acquisition of new projects as well as in the sale of electricity.

Our primary competitors in respect of the development and acquisition of new power projects include both domestic and foreign renewable energy project developers, IPPs and utilities. We compete with renewable energy project developers on the basis of a number of differentiating factors in the industry, including site selection, access to vendors, access to project land, efficiency and reliability in project development and operation, and auction bid terms.

We also compete with both conventional and renewable energy companies for the financing needed to develop and construct projects. In addition, we compete with other conventional and renewable energy companies for a limited pool of personnel with requisite industry knowledge and experience, as well as equipment supplies, permits and land to develop new projects. For further details, see "*Risk Factors – Risks Relating to the Group's Business – The loss of any of our senior management or key employees may adversely affect our ability to conduct our business and implement our strategy*" and see "*Risk Factors – Risks Relating to the Group's Business – We face competition from conventional and other renewable energy producers*".

Projects of the Restricted Group

The projects comprising the Restricted Group have been selected with due consideration for their stage of operations, diversification by wind and solar as well as by offtaker and OEM. The following table sets forth the offtaker profile of the Restricted Group as a percentage of its operational capacity as at August 31, 2020.

Offtaker State and Counterparty Utility Scale Solar and Wind Projects	**(%)**
State	
Karnataka[1]	55%
Gujarat[2]	3%
Madhya Pradesh[3]	7%
Rajasthan[4]	7%
Andhra Pradesh[5]	13%
Private counterparty	15%
Total	**100%**

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(1) Karnataka includes BESCOM, MESCOM and GESCOM.

(2) Gujarat includes GUVNL

(3) Madhya Pradesh includes MPPMCL

(4) Rajasthan includes AVVNL

(5) Andhra Pradesh includes APSPDCL

The Restricted Group's operations are backed by long-term offtake contracts, with 85% of the PPAs signed having a term of 25 years and 15% of them having a term between 10-12 years as at August 31, 2020.

The following table sets forth the Restricted Group's OEM suppliers for wind turbines and solar panels based on contracted capacity as at August 31, 2020:

Utility Scale Solar and Wind Projects	**(%)**
Suzlon Energy Limited	17%
Gamesa	44%
Inox	7%
Wind World (India) Limited	7%
CanadianSolar FE Holdings Pte. Ltd	5%
Renesola	10%
Hefei JA Solar Technology Co. Ltd	10%
Total	**100%**

Utility Scale Solar Projects

The Restricted Group's utility scale solar portfolio consists of projects in the state of Karnataka. As of August 31, 2020, the Restricted Group had a total installed solar capacity of 100 MW in operation as follows:

			Capacity		Offtake Arrangements		
Company	**Ownership (%)**	**Project**	**Installed Capacity (MW)**	**Weighted average Commercial Operation Date**	**Offtaker**	**PPA Tenor (in years)**	**Tariff (Rs/kWh)**
ReNew Wind Energy (MP Three) Private Limited	100	MP Three Honnali	20	Nov-17	BESCOM	25	5.05
ReNew Wind Energy (Rajasthan Four) Private Limited	100	RJ Four-Turuvekere	20	Nov-17	BESCOM	25	4.84
ReNew Wind Energy (Maharashtra) Private Limited	100	MH-Yadgir	20	Oct-17	BESCOM	25	4.85
Bhumi Prakash Private Limited	100	Bhumi PrakashDevdurga	20	Sep-17	MESCOM	25	4.76
Tarun Kiran Bhoomi Private Limited	100	Tarun-Alland	20	Mar-17	BESCOM	25	4.86

The Restricted Group solar projects accounted for 5% of the Group's operational utility scale solar projects as at August 31, 2020.

Details of the Restricted Group's solar projects are as follows:

MP Three – Honnali

MP Three- Honnali is a 20 MW solar energy project located in state of Karnataka. This project is owned and operated by ReNew Wind Energy (MP Three) Private Limited, which is 100% owned by the Company through its wholly owned subsidiary ReNew Solar Power Private Limited. ReNew Wind Energy (MP Three) Private Limited entered into a PPAs with BESCOM for a period of 25 years for the sale and purchase of power generated by the project at a tariff of Rs.5.05/kWh. Each of the parties has a right to terminate the PPA upon the other party's default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the defaulting party is unable to resolve the default during the applicable cure period (30 days' in the event of default of MP Three and 90 days' in the event of default of BESCOM with respect to failure or refusal by either party to perform its material obligations).

RJ Four-Turuvekere

RJ Four-Turuvekere is a 20 MW solar energy project located in state of Karnataka. This project is owned and operated by ReNew Wind Energy (Rajasthan Four) Private Limited ("RJ Four"), which is 100% owned by the Company through its wholly owned subsidiary ReNew Solar Power Private Limited. RJ Four entered into PPAs with BESCOM for a period of 25 years for the sale and purchase of power generated by the project at a tariff of Rs.4.84/kWh. Each of the parties has a right to terminate the PPA upon the other party's default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the defaulting party is unable to resolve the default during the applicable cure period (30 days' in the event of default of RJ Four and 90 days' in the event of default of BESCOM with respect to failure or refusal by either party to perform its material obligations).

MH-Yadgir

MH-Yadgir is a 20 MW solar energy project located in state of, Karnataka. This project is owned and operated by ReNew Wind Energy (Maharashtra) Private Limited ("ReNew Wind Energy (Maharashtra"), which is 100% owned by the Company through its wholly owned subsidiary ReNew Solar Power Private Limited. ReNew Wind Energy (Maharashtra) entered into PPAs with BESCOM for a period of 25 years for the sale and purchase of power generated by the project at a tariff of Rs.4.85/kWh. Each of the parties has a right to terminate the PPA upon the other party's default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the defaulting party is unable to resolve the default during the applicable cure period (30 days' in the event of default of ReNew Wind Energy (Maharashtra) and 90 days' in the event of default of BESCOM with respect to failure or refusal by either party to perform its material obligations under the PPA).

Bhumi Prakash-Devdurga

Bhumi Prakash-Devdurga is a 20 MW solar energy project located in state of Karnataka. This project is owned and operated by Bhumi Prakash Private Limited ("Bhumi Prakash"), which is 100% owned by the Company through its wholly owned subsidiary ReNew Solar Power Private Limited. Bhumi Prakash entered into PPAs with MESCOM for period of 25 years for the sale and purchase of power generated by the project at a tariff of Rs.4.76/kWh. Each of the parties has a right to terminate the PPA upon the other party's default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the defaulting party is unable to resolve the default during the applicable cure period (30 days' in the event of default of Bhumi Prakash and 90 days' in the event of default of MESCOM with respect to failure or refusal by either party to perform its material obligations under the PPA).

Tarun –Alland

Tarun-Alland is a 20 MW solar energy project located in state of Karnataka. This project is owned and operated by Tarun Kiran Bhoomi Private Limited ("Tarun Kiran"), which is 100% owned by the Company through its wholly owned subsidiary ReNew Solar Power Private Limited. Tarun Kiran entered into a PPA with BESCOM for a periods of 25 years for the sale and purchase of power generated by the project at a tariff of Rs.4.86/kWh. Each of the parties has a right to terminate the PPA upon the other party's default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the defaulting party is unable to resolve the default during the applicable cure period (30 days' in the event of default of Tarun Kiran and 90 days' in the event of default of BESCOM with respect to failure or refusal by either party to perform its material obligations under the PPA).

Wind Energy Projects

The Restricted Group's wind portfolio consists of wind energy projects in the states of Karnataka, Madhya Pradesh, Rajasthan, Andhra Pradesh and Gujarat. As of August 31, 2020, the Restricted Group had a total installed capacity of 282 MW in operation as follows:

			Capacity	**Weighted average**	**Offtake Arrangements**		
Company	**Ownership (%)**	**Project**	**Installed Capacity (MW)**	**Commercial Operation Date**	**Offtaker**	**PPA Tenor (in years)**	**Tariff (Rs/kWh)**
ReNew Wind Energy (AP) Private Limited............	66.29%	Chikodi	18	Jun-13	3rd party	10-12	Weighted average tariff of Rs. 7.23 + escalation linked to HT tariff
ReNew Wind Energy (AP) Private Limited............	66.29%	Lingasugur	40	Dec-15	3rd party	10	Weighted average tariff of Rs. 6.03 + escalation linked to HT tariff
Shruti Power Projects Private Limited............	100	Vinjalpur	12	Sep-15	GUVNL	25	4.15
Zemira Renewable Energy Limited......................	100	Borampalli	50.4	Mar-18	APSPDCL	25	4.84#
Pugalur Renewable Private Limited......................	100	Nirlooti	60	Mar-18	GESCOM	20	3.74#
Bidwal Renewable Private Limited......................	100	Bapuram	50	Mar-18	GESCOM	20	3.74#
ReNew Wind Energy (AP 3) Private Limited...	100	Rajgarh	25.6	Mar-16	AVVNL	25	5.88*
ReNew Wind Energy (AP 3) Private Limited...	100	Lahori	26	Mar-17	MPPMCL	25	4.78

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* Tariff grossed up by 2.5% to include transmission loss reimbursement as per the relevant PPA.

# Eligible for tax pass through

Chikodi & Lingasugur — Karnataka

Chikodi & Lingasugur are two projects of 58 MW wind energy projects located in state of Karnataka. The projects are owned and operated by ReNew Wind Energy (AP) Private Limited ("ReNew Wind Energy

AP”), which is 66.29% owned by the Company. ReNew Wind Energy (AP) entered into a PPA with multiple customers for a period of 10-12 years for the sale and purchase of 56.5 MW power generated by the project at a weighted average tariff between Rs.6.03/kWh-Rs.7.23/kWh without acceleration depreciation. Under most PPAs for this project, each party has a right to terminate the respective PPA upon the other party’s default by giving a written notice of 30, 60 or 90 days, as applicable. However, in certain cases, either party is entitled to terminate the respective PPA by providing 4 or 6 months’ notice to the other party, as applicable, without assigning any reasons, at its sole discretion.

Vinjalpur — Gujarat

Vinjalpur is a 12 MW wind energy project located is state of Gujarat. The project is owned and operated by Shruti Power Projects Private Limited (“Shruti Power”), which is 100% owned by the Company. Shruti Power entered into a PPA with GUVNL for a period of 25 years for the sale and purchase of 12 MW power generated by the project at a weighted average tariff of Rs.4.15/kWh. GUVNL has a right to terminate the PPA upon Shruti Power’s default (including for the failure or refusal by Shruti Power to perform its material obligations under the PPA) if the default is not mitigated during a 30 day cure period. However, in the event of default by GUVNL, if the default is not mitigated during a 30 day cure period, Shruti Power may serve upon GUVNL a suspension notice for a duration not exceeding one year (“Suspension Period”). During the suspension period, Shruti Power may sell power to any other third party. On expiry of the Suspension Period, GUVNL will have the option of curing its default. If the default is not cured by GUVNL, Shruti Power has the right to terminate the PPA.

Borampalli — Andhra Pradesh

Borampalli is a 50.4 MW wind energy project located in state of Andhra Pradesh. The project is owned and operated by Zemira Renewable Energy Limited (“Zemira”), which is 100% owned by the Company. Zemira entered into a PPA with APSPDCL for a period of 20 years which can be further extended for a period of 5 years, for the sale and purchase of 50.4 MW power generated by the project at a weighted average tariff of Rs.4.84/kWh without acceleration depreciation The PPA may be terminated by either party for any breach of the terms of the PPA which continues for 30 days (and is not cured within 30 days of the preliminary notice of termination) or on account of cancellation of the allotment of the project by Non-conventional Energy Development Corporation of Andhra Pradesh Limited (‘NREDCAP’) for any reason.

Nirlooti — Karnataka

Nirlooti is a 60 MW wind energy project located in state of Karnataka. The project is owned and operated by Pugalur Renewable Private Limited, which is 100% owned by the Company. Pugalur Renewable Private Limited entered into a PPA with GESCOM for an initial period of 20 years which may be extended for a further period of 5 years, for the sale and purchase of 60 MW power generated by the project at a weighted average tariff of Rs.3.74/kWh without any escalation. Each party has a right to terminate the respective PPA upon the other party’s default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the default is not mitigated during a 30 day cure period.

Bapuram — Karnataka

Bapuram is a 50 MW wind energy project located in state of Karnataka. The project is owned and operated by Bidwal Renewable Private Limited, which is 100% owned by the Company. Bidwal Renewable Private Limited entered into a PPA with GESCOM for an initial period of 20 years (which may be extended for a further 5 year period) the sale and purchase of 50 MW power generated by the project at a weighted average tariff of Rs.3.74/kWh . Each party has a right to terminate the respective PPA upon the other party’s default (including for the failure or refusal by either party to perform its material obligations under the PPA) if the default is not mitigated during a 30 day cure period.

Rajgarh — Rajasthan

Rajgarh is a 25.6 MW wind energy project located in state of Rajasthan. The project is owned and operated by Renew Wind Energy (AP 3) Private Limited, which is 100% owned by the Company. ReNew Wind Energy (AP 3) Private Limited entered into a PPA with AVVNL for a period of 25 years for the sale and purchase of 25.6 MW power generated by the project at a weighted average tariff of Rs.5.74/kWh without acceleration depreciation. Each party has a right to terminate the respective PPA upon the other party’s default. In case of a default by either party, the non-defaulting party is required to issue a notice of default to the defaulting party. If the default is not cured within one month from the date, then in case of default by ReNew Wind Energy (AP 3), AVVNL may require a specific performance of the PPA or terminate the PPA and simultaneously refuse to wheel the power till the time the default is cured by ReNew Wind Energy (AP 3). In case the default is cured within one month from the date of default notice, the PPA will revive and the original provisions will come into force, automatically within a maximum period of six months.

Lahori — Madhya Pradesh

Lahori is a 26 MW wind energy project located in state of Madhya Pradesh. The project is owned and operated by Renew Wind Energy (AP 3) Private Limited ("ReNew AP 3"), which is 100% owned by the Company. Renew AP 3 entered into a PPA with MPPMCL for a period of 25 years for the sale and purchase of 26 MW power generated by the project at a weighted average tariff of Rs.4.78/kWh. In the event of default by ReNew AP 3, the PPA may be terminated after a consultation period and issuance of a termination notice. The lenders of the project also have a right to substitute ReNew AP 3. In the event of default by MPPMCL, if the defaults subsist after the consultation period, power may be sold by ReNew AP 3 to any third party and the PPA can be terminated after the expiry of 3 months.

Environmental, Health and Safety Management

We are committed to the environment and to safe work practices to prevent occupational health and safety risks. To effectively manage these goals through the lifecycle of our projects, we are implementing an Environmental and Social Management System ("ESMS") at both the corporate and project level. The ESMS reflects our view on our environmental, health, safety and social responsibilities, and serves as the framework through which we carry out our comprehensive and organization-wide integrated environmental and social commitments, and assess our environmental and social performance against well-articulated international guidelines goals. We have well defined Health and Safety manual which is followed by all of our projects whether under construction or in operation.

Through the ESMS we seek to guide project level decision making to take into account various overall health and safety risks and environmental and social impacts and to ensure appropriately responsive implementation, training and monitoring frameworks are in place in our project activities and services. Key matters addressed by the ESMS include people development and training, materials and site monitoring and quality control, and stakeholder transparency. The ESMS factors in country level regulatory requirements as well as transnational standards and benchmarks (for example, those of lending entities including the International Finance Corporation (IFC) Performance Standards, the IFC Environmental, Health and Safety Guidelines—Wind Energy, and the Asian Development Bank Safeguard Policy Statement (2009), with regard to environment, health, safety and social standards.

We are committed to environmental-friendly energy generation, and all of our facilities comply with pollution, emission and noise norms in force. The Company has received certifications of OHSAS 18001:2007 and ISO14001:2015 for health and safety management and environment management systems at our power plants, and we have successfully been re-audited periodically both by internal and external audit agencies. We prepare environmental and social impact assessments for all of the projects under development.

Awards and Achievements

Below is a list of notable awards and achievements received over recent years:

Period	Particulars
2020	• Infrastructure Company of the Year by VC Circle Awards 2020
2019	• Our CEO, Sumant Sinha, was awarded the "Entrepreneur of the Year" at Entrepreneur India Magazine's Entrepreneur of the Year • The Company was awarded "Rising Star Company of the Year 2019" at the S&P Global Platts Global Energy Awards 2019 • The Company was awarded "Best Solar PV Developer" and "Best Wind Generator" at IPPAI Power Awards 2019 • The Company was awarded "PTC Excellence Award for Renewable Energy Company" at Power Trading Corporation's Excellence Award for Renewable Energy • The Company was awarded Project Sponsor of the Year, Project Sponsor of the Year (Renewable energy), Renewable Energy M&A Deal of the Year (India) at the Asset Triple A Asia Infrastructure Awards 2019

Period	Particulars
	• The Company was awarded the "CSR Community Initiative Award 2019" at the India CSR Leadership Summit 2019 • The Company's Chief – CSR, Communications and Sustainability Officer, Vaishali Nigam Sinha was awarded the "Impactful CSR Leader Award" at the India CSR Leadership Summit 2019
2018	• The Company was awarded the Skoch Order of Merit • The Company was awarded "Project Sponsor of the Year" at the Asset Asia Infrastructure awards 2018 • The Company was awarded "Most Innovative Deal – India" at the Asset Asia Infrastructure awards 2018 • The Company was awarded "Project Sponsor of the Year – Renewable Energy" at the Asset Asia Infrastructure awards 2018 • Our CEO, Sumant Sinha, was awarded the "Champion of Tomorrow" by the CEO Awards 2018 • Our CEO, Sumant Sinha, was awarded a "Leadership Award 2018" by SolarQuarter • The Company was awarded "Wind Power Project of the Year – India" at the Asian Power Awards 2018 • The Company was awarded "Independent Power Producer of the Year – India" at the Asian Power Awards 2018 • Our CEO, Sumant Sinha, was awarded "Entrepreneur of the Year" at the Economic Times Awards 2018 • Our CEO, Sumant Sinha, was awarded "Distinguished Alumni Awards 2018" by IIT Delhi for his Contributions in Corporate Business Development and Entrepreneurship • The Company was awarded "Project of the Year – Renewable Energy" at the Dun & Bradstreet Infra Awards 2018 • The Company was awarded "Best Wind Developer" at the IPPAI Retreat 2018 • The Company was awarded "Best Solar Developer – Runner-up" at the IPPAI Retreat 2018 • The Company was awarded "Wind Farm Control Centre of the Year" at the India Wind Energy Forum Excellence Awards 2018 • The Company was awarded "Wind Energy Developer of the Year" at the India Wind Energy Forum Excellence Awards 2018 • The Company was awarded "Best Performing Project of the Year – Silver" at the India Wind Energy Forum Excellence Awards 2018 • Our EVP of the wind business, Balram Mehta, was awarded "Inspirational Leader of the Year" at the India Wind Energy Forum Excellence Awards 2018 • The Company was awarded "Leadership in Performance – Wind I" at the CII Performance Excellence Awards 2018 • The Company was awarded "Excellence in Performance – Solar I" at the CII Performance Excellence Awards 2018 • The Company was awarded "Excellence in Performance – Wind I" at the CII Performance Excellence Awards 2018 • The Company was awarded "Excellence in Omni-experience" at the IDC Insights Awards 2018

Employees

As at August 31, 2020, the Company employed 934 full-time employees in the following departments:

Department	Number of full-time employees	Percentage
Business Support (includes finance, legal, company secretarial, human resources, execution support, IT, offtaker, billing and management teams)	302	32%
Business Development (includes business development and bidding teams)	32	3%
Design and Engineering (includes design, technical and power evacuation teams)	125	13%
Procurement and Commercial	29	3%
Project Execution	170	18%
Operations and Maintenance (includes project asset management and performance monitoring teams)	244	26%
Quality Health Safety and Environment	32	3%
Total	**934**	**100%**

We consider our relations with employees to be amicable. We have not experienced any material labor disruptions in the past and do not have any unionized employees.

Information Technology

Information technology has emerged as a key business enabler for us and plays an important role in improving our overall productivity, customer service and risk management. Our IT strategy is aimed at integrating our business, organizational capability, customer service, risk management and corporate governance. We have stable, secure and robust IT infrastructure and applications supporting our business and strategic initiatives. Our business critical applications are hosted with Azure and Netmagic cloud data centers certified to international and industry specific compliance standards.

Our business operates on SAP ERP systems for financial management and several business applications for our financing business. We continue to implement automation initiatives on the top of our core applications to streamline our credit approval, collections, administration and monitoring processes to efficiently meet our business process requirements.

Intellectual Property

Our success depends in part on our ability to protect our technology and intellectual property. In the course of our business, we use various financial, business, scientific, technical, economic and engineering information, formulas, designs, methods, techniques, processes and procedures, all of which is protected confidential and proprietary information. We rely on a combination of patent, trade secret, trademark and other intellectual property laws, confidentiality agreements and license agreements to establish and protect our intellectual property rights. We also share some of our technology and know-how with our vendors in connection with the supply of equipment for the development of our projects, and therefore we ensure that we obtain adequate safeguards against any potential intellectual property infringement by our vendors.

Renewable Energy Certificates (RECs)

The CERC issued terms and conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation Regulations in 2010 with a view to enable non-renewable rich states and other obligated entities to meet with the Renewable Purchase Obligations as mandated under the Electricity Act, 2003 by way of issuance of transferable and saleable credit certificates. RECs are a type of environmental commodity and represent the green attributes of electricity generated from renewable energy sources, unbundled from the physical electricity. RECs are available for contracts based on average power and purchase cost which is the weighted average cost of procurement of a distribution utility from all sources except short-term power and renewable power. One REC is issued to renewable energy generators for every MWh of electricity fed to the grid and metered at the busbar of the generator for projects set up under the REC scheme, and the two products, one being the attributes embodied in the RECs and the other being the electricity itself, may be sold or traded separately. When an REC is purchased, the owner is considered to have purchased renewable energy. Distribution utilities and consumers can therefore fulfil their renewable energy purchase obligations by purchasing RECs.

Non-solar RECs are sold within a range of a floor price and a forbearance price of Rs.0/MWh and Rs.1,000/MWh, respectively, as fixed by CERC. These RECs are traded on two power exchange platforms: Indian Energy Exchange Limited and Power Exchange India. Our income from the sale of Renewable Energy Certificates was Rs.156 million, Rs.66 million and Rs.79 million in the years ended March 31, 2018, 2019 and 2020, respectively.

Insurance

We believe our insurance coverage is on comparable terms to that generally carried by companies engaged in similar businesses in India. We may, however, not be insured fully against all the risks associated with our business either because insurance is not available in India or because premiums for some coverage are prohibitive. We maintain "all risk" property insurance coverage in amounts based on (i) the total value of the plant including the power evacuation infrastructure (including transmission lines, bay station, as well as the lines connected to the grid sub-station); or (ii) annual revenue generation projections of each project. Such policies lay down the limits of coverage for various risks covered and include insurance in respect of damage to property in relation to each project, as well as losses on account of earthquake and fire. Subject to applicable deductibles, our business interruption and property insurance covers breakdowns for our assets. The Company has also obtained a directors' and officers' insurance policy to cover directors and key management personnel.

Property

The Group's corporate office, registered office, and branch offices are all situated on leased premises. The Company's registered office is located at 138, Ansal Chambers II, Bhikaji Cama Place, Delhi 110 066, India, and the Company's corporate office is located at Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram 122 009, Haryana, India.

We also manage our operations through five regional offices in Bangalore, Hyderabad, Pune, Jaipur and Bhopal.

Our wind energy projects are located on land we purchase from landowners or our OEMs, and on government revenue land leased by our OEMs from state governments and sub-leased to us. Our OEMs acquire land for our turnkey projects either directly from landowners or by entering into long term leases (with respect to government revenue or forest land) with state governments. The terms of our leases with state governments typically range from 19 to 25 years. To the extent we sub-lease such land from OEMs, the term of our sub-leases with any such OEM will be for the remaining duration of the lease period under the relevant master lease agreement. Our solar energy projects are generally located on land purchased directly from landowners, except some of our projects which are located on government revenue land and for which we have entered into land use agreements with the state governments.

Corporate Social Responsibility

We are committed to promoting inclusive growth and empowering communities through education and the provision of employment opportunities. To this end, we have implemented the ReNew India Initiative. The ReNew India Initiative is focused on three broad areas of community development: human, social and environmental capital. Our flagship programs under the ReNew India Initiative includes the following:

- Lighting Lives: A holistic development model for the community, which provides access to electricity by offering off-grid solar based solutions.

- Edu Hub: An innovative rural community center focusing on improving education using technology for quality education for children and youth.

- ReNew Women India Initiative (ReWIN): A socio-economic empowerment program to encourage rural women to become entrepreneurs through a self-help group model which creates additional employment opportunities for them.

- ReNew Scholarship for Exceptional Talent (ReSET): A program to identify talent from under privileged sections and provide a platform to develop their academic and extracurricular talent, with special emphasis placed on girls.

- Community-based water management: A community-corporate based partnership to address the need for ensuring access to quality drinking water by the establishment of water filtration units in communities and schools.

In recognition of our various corporate social responsibility efforts, we were awarded the CSR Leadership Award at the National Awards for Excellence in CSR and Sustainability in 2015 (awarded to Vaishali Nigam Sinha, our Chief – CSR, Communications and Sustainability Officer), the Best CSR Impact award by the Indian Institute of Corporate Affairs, Ministry of Corporate Affairs and the CSR Impact of the Year award by NGO BOX in 2016, the CSR Community Initiative Award, India CSR Awards and FICCI Corporate Social Responsibility Awards in 2017 and SVAGRIHA 5 Star rating award for ReNew Edu-Hub in 2018. To scale up our interventions and create deeper impact, we launched our philanthropic arm the "ReNew Foundation" in the year 2019.

Legal Proceedings

The members of the Group (including the Company and certain members of the Restricted Group) are occasionally named as a party in various claims and legal proceedings which arise during the normal course of its business. The Group reviews each of these claims, including the nature of the claim, the amount in dispute or claimed and the availability of insurance coverage.

In addition, certain members of the Group (including the Company and members of the Restricted Group) have received notices from various authorities from time to time, including in relation to labour matters, income tax, local and municipal tax, goods and services tax and value added tax. The Group is in the process of furnishing, or has furnished to the relevant authorities, its replies and the information and/or made payments as required under such notices.

Except as disclosed below, the Company and the members of the Restricted Group are not currently subject to any material regulatory, legal, tax or arbitration proceedings which may have or have had a significant impact on its financial position or profitability nor is it aware of any such proceedings that are pending or threatened. Further, except as disclosed below, other members of the Group are not currently subject to any material regulatory proceedings nor, are they aware of any such proceedings that are pending or threatened.

Legal Proceedings involving the Restricted Group

1. ReNew Wind Energy (AP) Private Limited

A. *Actions involving regulatory and statutory authorities*

(i) The Karnataka Electricity Regulatory Commission ("KERC"), *vide* its order dated July 4, 2014, specified, *inter alia*, the wheeling and banking charges at 5% and 2% respectively, of the injected energy for wind energy generators for projects commissioned on or before March 31, 2018 for a period of 10 years from the date of commissioning ("Wind Order"). Subsequently, *vide* its order dated August 18, 2014, the KERC exempted the wheeling and banking charges and cross subsidy charges for solar power plants ("Solar Order"). However, pursuant to an order dated May 14, 2018 ("Impugned Order"), KERC levied transmission charges, line losses and other charges including banking charges in respect of solar and wind power plants which were commissioned between March 31, 2017 and March 31, 2018. The Company, along with certain of its subsidiaries (including ReNew Wind Energy (AP) Private Limited) and others ("Petitioners") filed a petition against Bangalore Electricity Supply Company Limited ("BESCOM") and others ("ESCOMs") before the High Court of Karnataka on May 28, 2018, praying for the issuance of a direction for setting aside of the Impugned Order, on the grounds that the Impugned Order levied charges retrospectively and in contravention of the wheeling and banking agreements entered into by the Petitioners pursuant to the Wind Order and the Solar Order, and that the same was ultra vires the provisions of the Electricity Act, 2003 and Article 14 of the Constitution of India ("Petition"). A single judge bench of the High Court of Karnataka in its judgement dated March 13, 2019 allowed the Petition and set aside the Impugned Order ("Judgement"). Subsequently, separate appeals have been filed by the ESCOMs and KERC before the Division Bench of the High Court of Karnataka challenging the Judgement. The matter is pending before the Division Bench of the High Court of Karnataka.

(ii) ReNew Wind Energy (Karnataka) Private Limited ("Petitioner 1") and ReNew Wind Energy (AP) Private Limited ("Petitioner 2"), both subsidiaries of the Company, set up projects to supply electricity to its owners and shareholders, referred to as captive users. The Karnataka Electricity Regulatory Commission ("KERC") *vide* its circular dated September 18, 2018 directed the Hubli Electricity Supply Company Limited, Bangalore Electricity Supply Company Limited, Chamundeshwari Electricity Supply Company Limited, Gulbarga Electricity Supply Company Limited, Mangalore Electricity Supply Company Limited ("ESCOMs") and Karnataka Power Transmission Corporation Limited to monitor the status of group captive generators/ consumers to ensure that they have acquired the status of group captive generators/ consumers and to verify their compliance of consumption of electricity in accordance with Rule 3 of the Electricity Rules, 2005, and to levy cross subsidy surcharge and electricity tax differential on captive users drawing power from captive generating plants (CGP) in case of any violation ("Impugned Circular"). In accordance with the Impugned Circular, ESCOMs issued demand letters to various captive users demanding cross subsidy surcharge and electricity tax differential.

Subsequently, Petitioner 1 (which set up a 102.4 MW wind CGP in Karnataka) and Petitioner 2 (which set up a 58 MW CGP in Karnataka), (collectively, the "Petitioners") have filed separate petitions ("Petition 1" and "Petition 2" respectively) before the KERC against the ESCOMs. In both petitions, the Petitioners have *inter alia*, prayed for a declaration that the actions of the ESCOMs in issuing demand letters in accordance with the Impugned Circular are illegal. The KERC, *vide* its orders dated March 7, 2019 (in Petition 1) and April 25, 2019 (in Petition 2), granted an interim stay on the disconnection of power supply to the premises of the captive users of the Petitioners' CGPs ("Interim Orders").

Pursuant to the interim stay in Petition 1, the captive users of Petitioner 1's CGP received fresh demand from one of the ESCOMs. Accordingly, Petitioner 1 filed a writ petition before the High Court of Karnataka against the State of Karnataka, the KERC and the ESCOMs, praying, *inter alia,* for a declaration that the Impugned Circular and the demand letters issued by the ESCOMs in accordance with the Impugned Circular are illegal ("Writ"). The High Court of Karnataka, *vide* its interim order dated July 18, 2019 ordered the ESCOMs to not take any precipitative action against captive users. Petition 1, Petition 2 and the Writ are pending, and the interim order in the Writ has been extended until the next date of hearing. Meanwhile, one of the captive customers of both Petitioner 1 and Petitioner 2 received demand notices from Gulbarga Electricity Supply Company Limited ("GESCOM") for payment of Rs. 108.28 million as charges for the financial year 2018-19 ("Demand Notices"). Accordingly, Petitioner 2 filed a petition before the High Court of Karnataka against the State of Karnataka, KERC and the ESCOMs seeking, *inter alia*, directions quashing the Impugned Circular and declaring the actions undertaken by the ESCOMs pursuant to the Impugned Circular (including the demand for cross subsidy surcharge and the electricity tax differential) as illegal. Along with the petition, Petitioner 2 also made an interim prayer seeking a stay of the Impugned Circular and the demand letters issued to captive users of Petitioner 2, along with directions to GESCOM from taking any precipitative actions, including issue of bills/ demand letters to the captive users of Petitioner 2. The High Court of Karnataka, *vide* its interim order dated September 18, 2020 in this petition, ordered the ESCOMs to not take any precipitative action until the next date of hearing in the matter. Petitioner 1 also filed an application in the Writ seeking, *inter alia* directions to GESCOM from taking any precipitative actions pursuant to the Impugned circulars as well as a stay of the demand letters issued by GESCOM ("Application"). In its interim order dated October 6, 2020 in the Writ, the High Court of Karnataka disposed of the Application wherein GESCOM submitted that it shall not take any precipitative action and the demand letters had only been issued for the purposes of records.

2. Zemira Renewable Energy Limited

A. *Actions involving regulatory and statutory authorities*

(i) The Government of Andhra Pradesh, *vide* its order dated July 1, 2019, directed the constitution of a High Level Negotiation Committee ("HLNC") to, *inter alia*, review, negotiate and bring down the high wind and solar energy purchase prices ("HLNC Order"). Subsequently, the Southern Power Distribution Company of Andhra Pradesh Limited ("APSPDCL") issued letters dated July 11, 2019 ("Letter 1") and July 12, 2019 ("Letter 2") to the Company and the following subsidiaries: (i) ReNew Wind Energy (Shivpur) Private Limited; (ii) Helios Infratech Private Limited; (iii) Molagavalli Renewable Private Limited; (iv) Zemira Renewable Energy Limited (a member of the Restricted Group); (v) KCT Renewable Energy Private Limited; (vi) Ostro AP Wind Private Limited; (vii) Ostro Andhra Wind Private Limited; (viii) Ostro Anantapur Private Limited; and (ix) ReNew Solar Energy (Karnataka) Private Limited (collectively, the "Petitioners"). In Letter 1, the APSPDCL requested the Petitioners and other power producers to attend a meeting of the HLNC to hold negotiations on the tariffs under the respective power purchase agreements ("PPAs") for wind and solar power. In Letter 2, the APSPDCL contended that the tariff orders with respect to wind and solar energy were contrary to law and cast an unjustified burden on the distribution companies in the state. Accordingly, APSPDCL sought revision in the terms with respect to tariff of the PPAs entered into by the Petitioners and other power producers, and stated that in the absence of such renegotiation, the PPAs with the Petitioners would be terminated.

Subsequently, the Petitioners filed petitions against the State of Andhra Pradesh, APSPDCL and others ("Respondents") before the High Court of Andhra Pradesh ("AP HC") alleging that the HLNC Order and Letter 2 were violative of the Petitioners rights under Article 14 of the Constitution of India ("Petitions"). In the Petitions, the Petitioners prayed for, *inter alia*, setting aside of the HLNC Order and Letter 2 and a direction to the Respondents from taking any steps towards reduction of tariffs and/or termination of the PPAs. The AP HC, *vide* its common order dated July 25, 2019 found that the HLNC Order was contrary to the provisions of the Electricity Act, 2003 and the terms of the respective PPAs ("Order"). In its Order, the AP HC also held Letter 2 to be contrary to the wind tariff regulation, and ordered an interim stay on the operation of the HLNC Order and the Letter 2.

Further, the Andhra Pradesh State Load Dispatch Centre had, since July 25, 2019, been curtailing generation from the Petitioners' wind power plants in Andhra Pradesh. The Petitioners filed an interim application in the Petitions challenging such curtailment before the High Court of Andhra Pradesh ("First Interim Application"). The AP HC, in its order on the First Interim Application dated August 1, 2019, directed the Andhra Pradesh State Load Dispatch Centre and the Transmission Corporation of Andhra Pradesh Limited ("APTRANSCO") to refrain from arbitrary curtailment of power generated by power projects, and further directed the APTRANSCO to inform the justification for curtailment of power in writing on its website on a weekly basis as required under the applicable grid code. Subsequently, APTRANSCO, without prior notice, disconnected grid connectivity for three wind power projects owned by Helios Infratech Private Limited (100.80 MW), Ostro Andhra Wind Private Limited (98.70 MW) and Ostro AP Wind Private Limited (98.70 MW). The Company and its subsidiaries filed another interim application on September 16, 2019 before the AP HC praying for declaration that the disconnection of the wind power projects from grid connectivity was illegal ("Second Interim Application"), and for immediate reconnection and to allow the Petitioners to continue to supply power to APSPDCL. On September 24, 2019, the AP HC pronounced an order in relation to the Second Interim Application ("Reconnection Order"), holding that the disconnection was contrary to law, and directed APTRANSCO to immediately reconnect the three wind power projects owned by Helios Infratech Private Limited (100.80 MW), Ostro Andhra Wind Private Limited (98.70 MW) and Ostro AP Wind Private Limited (98.70 MW) and to maintain status quo, going forward. Thereafter, on account of non-compliance with the Reconnection Order, the Company and its subsidiaries (including Zemira Renewable Energy Limited) filed a contempt petition against the concerned officer of APTRANSCO before the AP HC on October 21, 2019 ("Contempt Petition"), whereas the Andhra Pradesh Power Coordination Committee, APSPDCL and the Government of Andhra Pradesh filed an appeal before the Division Bench of the AP HC against the Reconnection Order. Thereafter, APTRANSCO reconnected the projects on November 6, 2019 and the appeal against the Reconnection Order was withdrawn. The Contempt Petition is currently pending.

Further, through its judgment and order dated September 24, 2019, the AP HC disposed of the Petitions in favour of the Petitioners, setting aside the HLNC Order and Letter 2 ("Final Order") and all related and consequential actions, on the grounds, *inter alia*¸ that the Government of Andhra Pradesh, not being a party to the PPAs, does not have the power to give directions to modify the contracts, and that the PPAs could not be modified without the mutual consent of the parties thereto. In the Final Order, the AP HC has, as an interim arrangement, also ordered the Respondents to pay tariffs for the period where bills were raised by power generating companies but unpaid and for future bills to be raised by power generating companies at an interim rate of Rs. 2.44 per unit for solar power projects and Rs. 2.43 for wind power projects until the final determination of O.P. No. 17 of 2019 pending before APERC. Further, the AP HC has directed the Respondents to refrain from taking any coercive steps, including curtailment of power generated and stopping of evacuations: (a) without providing due notice to the power generators; and (b) without complying with the terms of the PPAs and the Electricity Act, 2003 and the regulations thereunder. Thereafter, a contempt petition has been filed by Company and its subsidiaries (including Zemira Renewable Energy Limited) on December 3, 2019 before the AP HC against Andhra Pradesh Power Coordination Committee on account of non-compliance with the direction in the Final Order for payment of arrears at the interim rate, which is pending adjudication. The Andhra Pradesh Power Coordination Committee, APSPDCL and the Government of Andhra Pradesh filed an appeal before the Division Bench of the AP HC, against the Final Order ("AP Government Appeal"). The AP Government Appeal was subsequently withdrawn. Thereafter, the Company and its subsidiaries have received payment of arrears to the tune of approximately Rs. 4,500 million, subject to reconciliation. The Company and its subsidiaries (including Zemira Renewable Energy Limited) (collectively, "Writ Appeal Appellants") have also filed an appeal before the AP HC on January 3, 2020, challenging the Final Order to the extent it specifies for: (i) the tariff payable by APSPDCL to the Writ Appeal Appellants; and (ii) linking of payments due and the quantum of tariff payable to the final determination in O.P. No. 17 of 2019 (mentioned under (iv) above) ("Writ Appeal"). Along with the Writ Appeal, the Writ Appeal Appellants have also filed interim applications requesting the AP HC for: (i) directions to APSPDCL to make payment to Writ Appeal Appellants towards invoices raised by them for supply of power since August 2018 till December 31, 2019, along with interest on the amount at the rate of tariff applicable under the PPAs; (ii) directions to the Andhra Pradesh State Load Despatch Centre to refrain from arbitrarily curtailing the generation of the wind power projects of the Writ Appeal Appellants; and (iii) condoning the delay in filing the Writ Appeal (which has been condoned *vide* order dated January 7, 2020). Subsequently, the Writ Appeal Appellants have also filed an interim application for directions by the AP HC for constitution of an independent expert committee under the aegis of the Ministry of New and Renewable Energy to submit a report on whether the curtailment undertaken by the Andhra Pradesh State Load Dispatch Centre is in contravention of the extant laws, regulations and policies. In its order dated January 27, 2020, the AP HC directed that the Power System Operation Corporation Limited ("POSOCO") should ascertain the reason of curtailment undertaken by Andhra Pradesh State Load Dispatch Centre and directed the parties to submit claims to POSOCO in this regard and directed POSOCO to submit the report with the AP HC within four weeks from date of receiving any objection by Andhra Pradesh State Load Dispatch Centre to claims by the parties. Against this order, Andhra Pradesh State Load Dispatch Centre filed a review petition ("APSLDC Review Petition"). Subsequently, upon outstanding dues not being cleared, the Writ Appeal Appellants filed an interim application in the Writ Appeal before the AP HC, praying for, *inter alia* compliance by respondents in the Writ Appeal with the AP HC's order dated December 20, 2019 to pay outstanding amounts due to the Writ Appeal Appellants against invoices raised by them until March 31, 2020 at the interim rate of Rs. 2.43 per unit, along with the interest on the said amount as provided under the PPA. The Writ Appeal and the APSLDC Review Petition are pending.

(ii) Southern Power Distribution Company of Andhra Pradesh Limited and the Eastern Power Distribution Company of Andhra Pradesh Limited ("Petitioners") filed a petition (O.P. No. 17 of 2019), before the APERC against the Company, its subsidiaries namely Zemira Renewable Energy Limited, KCT Renewable Energy Private Limited, Ostro Anantapur Private Limited, Ostro AP Wind Private Limited and Ostro Andhra Wind Private Limited, and others ("Respondents") seeking amendment of the APERC Terms and Conditions for Tariff Determination for Wind Power Projects Regulations, 2015 ("APERC Regulations 2015") and reduction of tariffs payable to wind power generators under the APERC Regulations 2015 on account of favourable market conditions and technological developments (including that wind power generators are able to achieve higher CUFs than 23.5%, i.e., the percentage considered by the APERC in its tariff orders dated August 1, 2015 and March 26, 2016 on account of technological advancements) leading to reduction in capital cost for wind power generators. The Petitioners also sought relief from the APERC in the form of amendment of tariff orders dated August 1, 2015 and March 26, 2016, as well as orders effecting the reduced/amended tariff in the power purchase agreements entered into between the Petitioners and wind power generators pursuant to issuance of APERC Regulations 2015. The matter is pending. The Indian Wind Power Association and others ("Appellants") filed writ petitions before the High Court of Andhra Pradesh, challenging the maintainability of the petition filed by the Petitioners before the APERC on the basis that it is, *inter alia,* without jurisdiction and illegal ("Maintainability Petitions"). The High Court of Andhra Pradesh, has *vide* its common order dated September 24, 2019 disposed of the Maintainability Petitions holding that the APERC shall determine the issues raised in O.P. No. 17 of 2019 filed by the Petitioners and directing that the APERC shall dispose of O.P. No. 17 of 2019 within a period of six months from the date of receipt of a copy of this order ("Impugned Order"). An appeal has been filed by the Company on November 8, 2019 before the Division Bench of the High Court of Andhra Pradesh, praying for setting aside the Impugned Order, and is pending adjudication ("Company Writ Appeal"). In light of the Company Writ Appeal, APERC *vide* its order on December 7, 2019 has deferred the hearing of the petition in O.P. No. 17 of 2019 *sine a die* with liberty to either parties to move the APERC for posting of the case after the High Court of Andhra Pradesh passes appropriate order in the Company Writ Appeal. Subsequently, the Company filed an interim application in the Company Writ Appeal, praying for, *inter alia*: (i) hearing of the interim application on an urgent basis; (ii) take up the Company Writ Appeal for hearing on June 16, 2020 or any date immediately thereafter for final arguments through video conferencing. No such hearing took place in the Company Writ Appeal, which is currently pending.

3. ReNew Wind Energy (MP Three) Private Limited

A. *Actions involving regulatory and statutory authorities*

Bangalore Electricity Supply Corporation Limited ("BESCOM") issued letters to ReNew Wind Energy (Rajasthan Four) Private Limited and ReNew Wind Energy (MP Three) Private Limited ("Petitioner Companies") in relation to the following ("Letters"): (i) for reducing tariff from Rs. 5.05 per unit to Rs. 4.36 per unit for the Honnali project and from Rs. 4.84 per unit to Rs. 4.36 per unit for the Turvekere project; and (ii) levying liquidated damages on account of delay in commissioning of the Honahalli and Turvekere projects. ReNew Wind Energy (MP Three) Private Limited approached the High Court of Karnataka challenging the Letters, which disposed of the writ petition with a direction to the Petitioners to approach the KERC for appropriate relief. The Petitioner Companies subsequently filed petitions before the KERC for quashing the Letters, arguing, *inter alia* that the delay in commissioning was on account of force majeure events ("KERC Petitions"). The Petitioner Companies also stated in the KERC Petitions that they had issued letters to KPTCL seeking evacuation approvals which was granted after a delay of 6 months and 7 months, respectively. Further, the Petitioner Companies argued that pursuant to receipt of the evacuation approvals, the Petitioner Companies immediately took steps to fulfil all other conditions precedent under the PPAs, and stated in the KERC Petition that they had sought an extension of 30 days from the scheduled date of commissioning from BESCOM which was granted subject to reduction of the tariff and imposition of liquidated damages. The KERC Petitions are currently pending.

4. ReNew Wind Energy (Rajasthan Four) Private Limited

A. *Actions involving regulatory and statutory authorities*

Please see *"Legal Proceedings involving the Restricted Group*—ReNew Wind Energy (MP Three) Private Limited*"* above.

B. *Civil Proceedings*

T.V. Yogesh and others ("Plaintiffs") filed a suit (O.S. No. 712/2014) before the Court of Senior Civil Judge at Magadi against Shashikala and others ("Defendants") alleging that the Plaintiffs have a three-fourths share of a portion of the land on which the wind power project has been set up by ReNew Wind Energy (Rajasthan Four) Private Limited. Accordingly, the Plaintiffs have prayed for, *inter alia*, a declaration that the Plaintiffs are entitled to the portion of the land claimed and a permanent injunction against the Defendants not to interfere with the Plaintiffs' possession of the property. The matter is currently pending.

5. Pugalur Renewables Private Limited

A. *Actions involving regulatory and statutory authorities*

The Company, ReNew Solar Power Private Limited and other subsidiaries of the Company and ReNew Solar Power Private Limited (each an "SPV") (namely (a) Pugalur Renewable Private Limited; (b) Bidwal Renewable Private Limited; (c) Kanak Renewables Limited; (d) Ostro Dakshin Power Private Limited; (e) Ostro Mahawind Power Private Limited; (f) Adyah Solar Energy Private Limited; (g) Rajat Renewables Limited; (h) Renew Agni Power Private Limited; (i) Renew Wind Energy (Sipla) Private Limited; and (j) ReNew Wind Energy (Karnataka 4) Private Limited) ("Petitioners") have filed separate writ petitions (17 in total) before the High Court of Karnataka against the State of Karnataka, Karnataka Power Transmission Corporation Limited and the respective counterparty to the power purchase agreements (i.e., Hubli Electricity Supply Company Limited ("HESCOM") or Gulbarga Electricity Supply Company Limited ("GESCOM")) praying for writs, order or directions to either GESCOM/ HESCOM to honour its payment obligations under the respective power purchase agreements in relation to, *inter alia*: (i) processing pending invoices raised and making payments in accordance with the same; (ii) opening monthly revolving letters of credit in favour of the SPV in accordance with the terms of the power purchase agreements; and (iii) making timely payments to the respective SPV (the writ petitions, collectively the "Karnataka Payment Petitions"). In some of the Karnataka Payment Petitions, Adyah Solar Energy Private Limited, Renew Agni Power Private Limited and ReNew Wind Energy (Karnataka 4) Private Limited have also made interim prayers asking the High Court of Karnataka to order payment of 95% of the pending invoice amounts by HESCOM/ GESCOM to the respective SPV, pending adjudication of the respective Karnataka Payment Petition. The Karnataka Payment Petitions are currently pending.

6. Bidwal Renewable Private Limited

A. *Actions involving regulatory and statutory authorities*

Please see *"—Legal Proceedings involving the Restricted Group*—Pugalur Renewables Private Limited*"* above.

7. ReNew Wind Energy (AP 3) Private Limited

A. *Actions involving regulatory and statutory authorities*

From September 2019 onwards, Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited started billing the projects for the power drawn for synchronization under two separate categories, i.e., under the HV-7 categories as well as the HV-3.1 category. Subsequently, *vide* letters sent demanding payment and/ or bills raised on various members of the Group, Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, sought to levy retrospectively charges for power consumed for synchronization under HV-3.1 tariff category, in addition to the billing under HV-7 tariff category, being the rate applicable for temporary industrial consumers, and sought payment on account of the same ("Demand Letters/Bills"). The Demand Letters/Bills were addressed to the Company and eight subsidiaries, namely (i) ReNew Wind Energy (AP 3) Private Limited; (ii) ReNew Wind Energy (MP Two) Private Limited; (iii) Ostro Madhya Wind Private Limited; (iv) Ostro Urja Wind Private Limited; (v) ReNew Wind Energy (Rajasthan) Private Limited; (vi) Badoni Power Private Limited; (vii) ReNew Wind Energy (Rajasthan One) Private Limited; and (viii) AVP Powerinfra Private Limited (Company and the eight subsidiaries collectively, the "Petitioners"). The Petitioners responded to the Demand Letters/Bills challenging the billing under HV-3.1 tariff category. One of the Petitioners, namely Ostro Urja Wind Private Limited also received a notice in this regard requiring payment to be made or be subject to disconnection of the project. Subsequently, the Petitioners filed nine separate petitions before the Madhya Pradesh Electricity Regulatory Commission ("MPERC") against the Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited ("MPPKVVCL") and Madhya Pradesh Power Management Company Limited ("MPPMCL") challenging the demand for additional payments, and praying, *inter alia* for directions against MPPKVVCL and MPPMCL to: (i) bill the power drawn by the nine projects of the Petitioners only under the HV-7 category; (ii) set aside the letters demanding amounts billed under the HV-3.1 category; and (iii) adjust the excess amounts paid in future bills ("Petition"). In its order dated June 23, 2020, MPERC directed MPPKVVCL and MPPMCL to clear all dues up to the date of the order under HV-7 category out of the disputed amount under the impugned bills/ invoices in the Petitions, and directed MPPKVVCL and MPPMCL not to disconnect the Petitioners' connections until the next date of hearing in the Petitions subject to the clearing of dues by the Petitioners. The Petitions are currently pending and are reserved for orders.

8. Bhumi Prakash Private Limited

A. *Criminal Proceedings filed by Bhumi Prakash Private Limited*

Bhumi Prakash Private Limited ("Complainant") has filed a criminal complaint against Vishwanath Reddy ("Accused") before the court of Civil Judge and Judicial Magistrate – First Class, Deodurga alleging that the Accused fraudulently misrepresented himself as owner of the parcel of land which was subsequently sold to the Complainant, and thereby committed various offences under the Indian Penal Code, 1860 ("Complaint"). In the Complaint, the Complainant has prayed for, *inter alia*, ordering the police to take cognizance of offences alleged against the Accused. The Complaint is currently pending.

Legal Proceedings involving the Company and other members of the Group

A. Actions involving regulatory and statutory authorities

(i) Andhra Pradesh Electricity Regulatory Commission ("APERC") passed tariff orders dated August 1, 2015 and March 26, 2016, setting out tariffs applicable for wind power projects pursuant to the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects Regulations, 2015 ("AP Wind Regulations") which specified the terms and conditions for tariff determination for wind power projects in the state of Andhra Pradesh for the period from the year ended March 31, 2016 to the year ended March 31, 2020. Subsequently, the Company and its subsidiaries, KCT Renewable Energy Private Limited ("KCT") and Ostro Anantapur Private Limited ("OAPL") entered into power purchase agreements ("PPAs") with the Southern Power Distribution Company of Andhra Pradesh Limited ("APSPDCL") for wind based generation projects, based on the tariff set out in the AP Wind Regulations.

A petition ("Petition") was filed by the APSPDCL and the Eastern Power Distribution Company of Andhra Pradesh Limited (collectively, "AP DISCOMs") against the Company, KCT, OAPL and other wind developers ("Respondents") before the APERC, requesting it to pass on the generation based incentive (GBI) benefits received by the developers to AP DISCOMs. Ostro Andhra Wind Private Limited ("OAWPL") and Ostro AP Wind Private Limited ("OAPWPL") (subsidiaries of the Company) impleaded themselves in the matter subsequently. The APERC in its order dated July 28, 2018 allowed the Petition, permitted the AP DISCOMs to deduct the GBI benefits and only pay the balance of tariff payable to the wind power generators from February 14, 2017 till such GBI benefits were given credit to in the tariff payable ("APERC Order"). Subsequently, the Company filed a writ petition before the High Court of Andhra Pradesh at Hyderabad for the states of Telangana and Andhra Pradesh (now the High Court of Judicature of Andhra Pradesh at Amaravati) ("AP High Court"), challenging the APERC Order ("Writ"). The AP High Court, by its interim order dated August 23, 2018, suspended the operation of the APERC Order. In its order dated August 24, 2018, the AP High Court held that the parties will be governed by the interim order dated August 23, 2018, until otherwise directed. Subsequently, Green Infra Wind Solutions Limited filed an appeal before the Appellate Tribunal for Electricity at New Delhi ("APTEL") against the AP DISCOMs challenging the APERC Order and impleaded the Respondents therein ("APTEL Appeal"). APTEL, in its order dated October 5, 2018 in the APTEL Appeal granted an interim stay on the APERC Order, which is continuing. Thereafter, the Company filed an interim application on November 4, 2019 in the Writ before the AP High Court praying for directions to the AP DISCOMs to comply with order dated August 24, 2018 of the AP High Court and release payment of GBI benefits to the tune of Rs. 1,018 million deducted by the AP DISCOMs. Both the Writ and the APTEL Appeal are pending.

(ii) Bangalore Electricity Supply Company Limited ("BESCOM") and other distribution licensees of the State of Karnataka ("ESCOMs") filed petitions before the Karnataka Electricity Regulatory Commission ("State Commission") seeking, among other reliefs, higher surcharge per unit on the open access consumers drawing power from the renewable energy sources. The State Commission, *vide* its order dated May 14, 2018 ("Impugned Order"), levied additional surcharge of 13 paise per unit on the open access consumers procuring power from the renewable energy generators who have been granted concessional wheeling charges. Subsequently, the Company, along with certain of its subsidiaries ("Appellants") filed an appeal on July 2, 2018 before the Appellate Tribunal for Electricity ("APTEL") challenging the Impugned Order on several grounds, *inter alia*, that the imposition of the charges was in violation of the relevant open access regulations and the Electricity Act, 2003 ("Electricity Act") and that the ESCOMs did not resort to proper forecasting before submitting request for higher surcharges. Accordingly, the Appellants applied for the setting aside of the Impugned Order, and for a direction that all open access consumers drawing energy from renewable energy sources shall be exempt from payment of any charges. Subsequently, APTEL granted an interim stay on the Impugned Order. The matter is pending.

(iii) The distribution licensees in the State of Karnataka filed petitions before the Karnataka Electricity Regulatory Commission ("KERC") praying for the following reliefs in respect of renewable energy generators: (i) the banking facility shall be allowed for a period of three months from the date of generation; (ii) if the banked energy is not utilised within a period of three months from the date of banked energy with the concerned power utilities/licensee, it will be procured at 85% of the generic tariff; (iii) withdrawal of banked energy should be allowed to the extent of energy supplied during peak and Time of Day (ToD) hours; and (iv) additional surcharge to open access consumers who draw from the utility even after opting for open access ("Petitions"). KERC, *vide* its order dated January 9, 2018 ("Order") curtailed the banking period for non-REC route based wind, mini-hydel and solar energy projects from one year as prevalent earlier to six months stating that the Order was applicable to all existing as well as future projects. Subsequently, the Company and other power producers filed appeals along with a stay application ("Appeals") before the Appellate Tribunal for Electricity at New Delhi ("APTEL") against the KERC, Bangalore Electricity Supply Company Limited ("BESCOM") and others ("Defendants"), challenging the Order as arbitrary and ultra vires the powers of the KERC, and praying for setting aside the Order. In its order dated March 29, 2019, APTEL allowed the Appeals and set aside the Order, and further remitted back the matter to KERC with the direction to pass appropriate orders in light of the observations made in the order dated March 29, 2019, and directed the parties to appear before the KERC personally or through their counsel ("First APTEL Order"). The parties, including the Company and other power producers, appeared before the KERC on April 29, 2019 as required for passing of appropriate orders in light of the observations made by the APTEL in the First APTEL Order ("KERC Proceedings"). Subsequently one of the power producers approached the APTEL challenging the hearing before the KERC ("Second APTEL Proceedings"), where the Company and other power producers were also made a party. APTEL, *vide* its order dated May 13, 2019 directed the KERC not to proceed with the hearings in the KERC Proceedings. BESCOM subsequently filed an appeal before the Supreme Court of India against the Company and other power producers challenging the First APTEL Order ("SC Appeal"). APTEL through a clarificatory order dated August 5, 2019 held that the modification to the terms and conditions of banking arrangement in concluded contracts is bad in law and that such modifications could only be applied to future contracts, therefore the need for remand to KERC in accordance with the First APTEL Order is restricted to future projects ("Second APTEL Order"). The Company has not been participating in, and if required, may recuse itself as a party to the KERC Proceedings on account of the Second APTEL Order restricting proceedings before the KERC to future projects only. The SC Appeal is currently pending.

(iv) The Anti-Corruption Bureau, Government of Telangana ("ACB") *vide* its letter dated June 14, 2019 addressed to the Company alleged that the Company paid bribe to a land revenue officer in relation to the mutation of land records purchased by the Company in Village Ananthasagar, Kondapur Mandal for setting up a power project ("Notice"). The Company, in its letter dated June 24, 2019 responded to the ACB stating that the Notice was mistakenly addressed to the Company instead of ReNew Akshay Urja Private Limited, a subsidiary of the Company which was operating the power project ("Response"). In its Response, the Company, *inter alia*, also stated that it did not approach the concerned land revenue officer to get the project land mutated and reiterated that ReNew Akshay Urja Private Limited was in compliance with all applicable anticorruption laws and regulations. There has been no further correspondence in the matter.

(v) Adyah Solar Energy Private Limited (an indirect subsidiary of the Company) ("Petitioner") entered into six power purchase agreements dated April 20, 2018 ("PPAs"), four PPAs entered into with Bangalore Electricity Supply Company Limited ("BESCOM") and one each with Hubli Electricity Supply Company Limited ("HESCOM") and Gulbarga Electricity Supply Company Limited ("GESCOM") in relation to the development of six solar power projects of 50 MW each in the Pavagada Solar Park, Karnataka ("Projects"). Subsequently, *vide* notification dated July 30, 2018, the Union of India levied safeguard duty at the rates specified on the import of solar cells and modules ("Notification"). The Petitioner has filed six petitions (in respect of each of the Projects) ("Petitions") before the Karnataka Electricity Regulatory Commission ("KERC") contending that the Notification constitutes change in law under the PPAs, has resulted in an increase in recurring and non-recurring expenditure, and has adversely impacted the Projects. Accordingly, the Petitioner has prayed, *inter alia* that BESCOM declare the imposition of safeguard duty as a change in law under the PPAs, and accordingly compensate the Petitioner for increase in the expenditure on account of such change in law. The Petitions are pending.

(vi) ReNew Solar Power Private Limited, a subsidiary of the Company ("RSPPL"), has filed a petition before the Central Electricity Regulatory Commission, New Delhi ("CERC") against Solar Energy Corporation of India ("SECI") and others ("Respondents") seeking adjustment/compensation to offset the financial impact suffered by RSPPL on account of 'change of law' provision under the power purchase agreement entered into between RSPPL and SECI ("Petition"). In the Petition, RSPPL has prayed for compensation from the Respondents, arguing that the imposition of safeguard duty on the import of solar cells and modules by the Union of India *vide* its notification dated July 30, 2018 constitutes a 'change of law' under the contract with the Respondents, and has resulted in an increase in expenditure for RSPPL, thereby adversely impacting its business. In its order dated October 4, 2019, the CERC partially allowed the Petition stating that the imposition of safeguard duty is covered under the 'change in law' provision of the contract with the Respondents and directed RSPPL to make available to the Respondents all relevant documents exhibiting clear correlation between the projects and the supply of imported goods till the scheduled date of commissioning and directed the Respondent to make payments of the claim within sixty days of the date of this order or from the date of submission of claims by RSPPL, whichever is later ("Judgement"). Subsequently, a review petition has been filed by RSPPL before the CERC against the Judgement in so far as it restricts the claim of safeguard duty only to invoices issued up to the scheduled date of commissioning ("CERC Review Petition"), and seeking modification of the Judgement to allow for compensation on account of imposition of safeguard duty for import of solar cells and modules even beyond the scheduled date of commissioning of the project. Subsequently, SECI has filed a common petition against various solar power producers (including RSPPL) and buying utilities/ distribution companies before the CERC seeking orders from CERC with regard to, *inter alia*: (i) payment of compensation on account of goods and services tax laws and safeguard duty on annuity basis; (ii) directions to buying utilities/ distribution companies to make payment to SECI towards the reconciled goods and services tax and safeguard duty claims; and (iii) cut-off date for the payment of compensation on account of goods and services tax laws and safeguard duty ("SECI Annuity Petition"). The CERC Review Petition and the SECI Annuity Petitions are currently pending, and RSPPL has filed its reply in the SECI Annuity Petition.

(vii) A writ petition in the nature of a public interest litigation has been filed by Mr. Vishwanath Avanthi ("Petitioner") on May 8, 2019 before the High Court of Karnataka at Bengaluru ("Karnataka High Court") ("Writ Petition"). In the Writ Petition, the Petitioner has alleged that two subsidiaries of the Company, namely ReNew Wind Energy (MP Four) Private Limited ("ReNew MP Four") and ReNew Solar Power Private Limited ("Renew Solar"), have purchased and constructed a solar power plant on approximately 24 acres of agricultural land in Village Sulepet, Taluk Chincholi, District Kalburgi, Karnataka ("Land"), without the proper clearances, and that the sale of such land for the solar power plant is in contravention of Section 79A of the Karnataka Land Reforms Act, 1961. The Petitioner has prayed for issuance of directions to the State Government and its authorities to take immediate action against ReNew MP Four and ReNew Solar.

Vide its order dated September 16, 2019, the Karnataka High Court directed the Assistant Commissioner, Sedam to make a site visit and to initiate appropriate action in accordance with law for stopping and removing unauthorised and illegal construction on the agricultural land. On September 18, 2019, ReNew MP Four has requested the Deputy Commissioner, Gulbarga District to determine the conversion fees to issue final NA orders. Thereafter, as per the order dated September 16, 2019, the Assistant Commissioner, Sedam inspected the site on October 3, 2019 and subsequently submitted his report ("Report") before the Karnataka High Court stating that solar plates were installed on the Land before permission under Section 109 of Karnataka Land Reforms Act, 1961 was granted. The Report also stated that the conversion fine under Section 96 of the Karnataka Land Revenue Act, 1964 had not been paid, and requested the Karnataka High Court to issue suitable directions in this regard.

Further, ReNew MP Four and ReNew Solar have filed the statement of objections to the Writ Petition, stating that the Petitioner is an interested party to the Writ Petition because he has a contractual dispute with the land aggregator of ReNew MP Four and has filed the Writ Petition with the intention of harassing ReNew MP Four and ReNew Solar ("Replies"). In their Replies, ReNew MP Four and ReNew Solar have also stated that the subject-matter Land has been purchased only after grant of permission under Section 109 of the Karnataka Land Reforms Act, 1961, and that Section 95(8) of the Karnataka Land Revenue Act, 1964 provides for deemed conversion upon grant of permission under Section 109 of the Karnataka Land Reforms Act, 1961. The Writ Petition is currently pending; however, pursuant to the promulgation of the Karnataka Land Reforms (Amendment) Ordinance, 2020, Section 79A of the Karnataka Land Reforms Act, 1961 (contravention of which has been alleged in the Writ Petition by the Petitioner) has been omitted and all pending cases pertaining to Section 79A have been abated, which may render the Writ Petition infructuous.

(viii) A writ petition in the nature of a public interest litigation has been filed by Zaru Madeva Lakhu and others ("Petitioners") against the Company and others ("Respondents") before the High Court of Gujarat alleging that the installation of transmission lines/ poles of electricity for wind farm over certain parcels of land reserved for public purpose in Village Vaghura, Taluka Mundra are impermissible under law ("Writ PIL"). In the Writ PIL, the Petitioners have prayed for a writ of mandamus or other direction as appropriate to stop and remove Vaghura Gram Panchayat and the Company from installing transmission lines/ poles of electricity over the said land, or to set aside the permission granted for such installation for the purpose of construction of the wind power plant over the land. Further, the Petitioners have also prayed for a stay against the Vaghura Gram Panchayat and the Company on such installation during the pendency of the Writ PIL. In its interim order dated November 21, 2019 in the Writ PIL, the High Court of Gujarat directed status quo to be maintained with respect to the construction and possession of the said land as on the date of the order. The Writ PIL is currently pending.

(ix) ReNew Wind Energy (Rajkot) Private Limited ("ReNew Rajkot"), a subsidiary of the Company, filed a petition before the GERC ("GERC Petition") claiming *inter alia* that: (i) the wind energy tariff payable by Gujarat Urja Vikas Nigam Limited ("GUVNL") under the power purchase agreement dated March 29, 2012 ("PPA") should be annual tariff based on the average power purchase cost (APPC) of each previous financial year of the distribution licensee during the term of the PPA as provided under the Central Electricity Regulatory Commission (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation), 2010 ("REC Regulations") and the GERC (Procurement of Energy Certificate for Renewable Energy Generation) Regulations, 2010; (ii) the provision in the PPA allowing GUVNL to exclude ReNew Rajkot from the REC mechanism without its consent after ten years and forcing ReNew Rajkot to accept any other tariff for the balance term of the PPA should be amended; and (iii) declare the levy of cross subsidy surcharge on consumption of third party consumers as illegal. In the GERC Petition, ReNew Rajkot further claimed that the levy of a fixed tariff by referring to the APPC of the financial year 2010-11 for the entire term of the agreement was illegal, and sought a refund of the cross-subsidy surcharge recovered by the DISCOMs with interest at the rate of 18% per annum stating that the imposition of the same is illegal. GERC by its order dated July 1, 2015 partially allowed the GERC Petition declaring that (i) ReNew Rajkot is entitled to receive payment for energy supplied to GUVNL at the average power purchase cost as decided by GERC on an annual basis; (ii) the condition in the PPA permitting the switch to preferential tariff after 10 years was only permissible if both parties mutually agree; (iii) power supplied from the 2.1 MW WTG to third parties under open access is exempted from payment of cross subsidy surcharge; and (iv) power supplied from the 2.1 MW WTG to third parties under open access is eligible to receive 85% of the APPC of the relevant year for surplus energy after set-off at the place of consumption ("GERC Order"). Subsequently, GUVNL filed an appeal before the APTEL, which by order dated December 6, 2018 upheld the GERC Order ("APTEL Order"). GUVNL thereafter approached the Supreme Court which by its order dated February 15, 2019 held that GUVNL is at liberty to approach APTEL with a review/ clarification petition. Thereafter, GUVNL filed a review petition before APTEL ("APTEL Review Petition"), for rectification and review of the APTEL Order *inter alia*, on the grounds that: (i) GERC is not competent to reopen the PPA and alter the terms and conditions; and (ii) set aside the GERC Order to the extent it *inter alia,* modifies the applicable fixed tariff. In its judgment dated July 24, 2020, APTEL has dismissed the APTEL Review Petition ("APTEL Review Order"). Subsequently, GUVNL filed an appeal before the Supreme Court against the APTEL Review Order, which is currently pending. In its order dated October 14, 2020, the Supreme Court of India stayed the operation of the APTEL Review Order and the APTEL Order.

(x) Prior to April 2016, the power drawn from the grid by ReNew Solar Energy (TN) Private Limited ("ReNew Solar Energy TN"), a subsidiary of the Company, was netted off against the power injected by it into the grid. Since April, 2016, MPPMCL started raising separate bills for such import of power for auxiliary consumption at the rate applicable to a temporary connection under HT Industrial category, as MPPMCL had by its letter dated January 29, 2016 withdrawn the applicable exception provided in the guidelines to solar power projects whose tariffs were determined through a competitive bidding process. In its order dated December 6, 2018 ("MPERC Order"), Madhya Pradesh Electricity Regulatory Commission ("MPERC") held that power imported from the grid by ReNew Solar Energy TN may be billed as per Regulation 10 of the MPERC (Cogeneration and Generation of Electricity from Renewable Sources of Energy) Regulations, 2010 ("MPERC RPO Regulations"). The MPERC Order also observed that the import of power by the generator is governed by the retail supply tariff order and accordingly, the question relating to change in law does not arise. Subsequently, ReNew Solar Energy TN filed an appeal against the MPERC Order before the APTEL *inter alia* on the following grounds ("APTEL Appeal"): (i) Section 7.01 of the Model PPA forming a part of the Request for Proposal dated November 28, 2013 issued by MPPMCL provides for setting off the auxiliary power; (ii) Section 7.06 of the PPA dated June 5, 2014 executed with MPPMCL states the tariff and applicable conditions will remain constant for the period of operation of the project of ReNew Solar Energy TN, i.e. 25 years; (iii) The amendment and application of Regulation 10 of MPERC RPO Regulations should be treated as change in law and billing on account of the same should be passed through to the offtaker under section 10.6(III) of the PPA; and (iv) The MPERC RPO Regulations do not extend to the power imported by a solar power plant during the night or when there is no solar radiation and as such the solar power plant do not shut-down and are ready to generate power even during the night hours if solar radiation were available. The APTEL Appeal is currently pending.

(xi) Ostro Kutch Wind Private Limited ("Petitioner") proposed to set up a 300 MW wind power plant in District Kutch, Gujarat ("Project"), and was granted connectivity in relation to the entire proposed capacity of 300 MW by Power Grid Corporation of India Limited ("PGCIL"). Subsequently, the

Petitioner was awarded the rights to develop a 250 MW wind power plant *vide* a letter of award issued by the Solar Energy Corporation of India Limited ("SECI"). The Petitioner was unable to bid for the remaining 50 MW of capacity of the Project since the request for proposal permitted bidders to only bid for a project capacity between 50 MW to 250 MW. The Petitioner was able to secure a letter of award in relation to the remaining 50 MW only subsequently through a letter of award issued by SECI dated June 19, 2019. However, PGCIL informed the Petitioner that the transmission system for long term access in relation to the entire Project (300 MW) had been commissioned on April 14, 2019 and accordingly the long term access in relation to the unutilized 50 MW capacity stood operationalized from such date. Subsequently, by way of its letter dated May 21, 2019, PGCIL directed the Petitioner to furnish a letter of credit for an amount of Rs. 28.30 million in relation to the 50 MW capacity ("LoC Letter"). Accordingly, the Petitioner filed a petition before the Central Electricity Regulatory Commission ("CERC") against PGCIL ("Petition") praying for, *inter alia*, the following: (i) extending the date of operationalisation of long term access for the balance 50 MW capacity to March 31, 2022; (ii) granting an exemption to the Petitioner from payment of point of connection charges/ opening of letter of credit in relation to the balance 50 MW capacity as demanded by PGCIL until the commissioning of the 50 MW capacity; (iii) staying the effect and operation of the LoC Letter. The Petition is currently pending.

(xii) The Company and its subsidiaries Auxo Solar Energy Private Limited, Ostro Energy Private Limited and Ostro Kannada Power Private Limited ("Petitioners") have filed a petition against the Power Grid Corporation of India Limited ("PGCIL") and Solar Energy Corporation of India Limited ("SECI") ("Respondents") before the Central Electricity Regulatory Commission ("CERC") praying for, *inter alia*, the following: (i) direction to PGCIL to release the bank guarantee for an amount of Rs. 50 million under the transmission agreement dated January 28, 2019 in relation to the 300 MW wind power project (on account of the termination of the power purchase agreement between Auxo Solar Energy Private Limited and NTPC Limited due to failure of NTPC Limited to get the approval of the procurement of contracted capacity from Telangana State Electricity Regulatory Commission; or (ii) direct the Respondents to utilise the bank guarantee furnished by the Company under the transmission services agreement in (i) above against the fresh transmission agreement to be entered into by the Company pursuant to the letter of award by SECI in favour of Ostro Energy Private Limited for another 300 MW wind power project. *Vide* its order dated June 23, 2020, CERC directed PGCIL not to take any coercive measure against the Petitioners in respect of the bank guarantee already furnished until the next date of hearing, not to insist upon a fresh bank guarantee for the fresh transmission agreement entered into pursuant to SECI's letter of award, and clarified that the Petitioners are required to comply with CERC's applicable regulations and procedure for the fresh bank guarantee, stating that the same cannot be linked to the existing bank guarantee. The petition is currently pending.

(xiii) Abha Sunlight Private Limited ("Petitioner") entered into a power purchase agreement ("PPA") with Chamundeshwari Electricity Supply Corporation Limited ("CESCOM") for developing a 20 MW capacity solar power project in Taluk Kalaghatagi, District Dharwad in Karnataka ("Project"). The PPA provided for downward revision of tariff and liquidated damages in the event of delay in commissioning the Project for reasons other than force majeure events specified under the PPA. On account of heavy rainfall, the Petitioner alleged damage to the Project site, claimed force majeure under the PPA and sought extension of the scheduled date of commissioning in relation to the Project from CESCOM. Subsequently, the Petitioner was able to commission the Project with a delay of eight days. Under the terms of the PPA, in the event of delay in commissioning the Project due to force majeure, the Petitioner was required to commission the Project first and thereafter seek approval for the condonation of delay before the Karnataka Electricity Regulatory Commission ("KERC"). Accordingly, the Petitioner has filed a petition before the KERC against CESCOM and Karnataka Renewable Energy Development Limited, seeking, *inter alia,* the following: (i) declaration that the delay in commissioning the Project would amount to a force majeure event under the PPA; (ii) condonation of the delay of eight days in commissioning the Project; and (iii) granting extension of the scheduled date of commissioning under the PPA ("Petition"). The Petition is currently pending.

(xiv) Izra Solar Energy Private Limited ("Petitioner") entered into a power purchase agreement ("PPA") with Chamundeshwari Electricity Supply Company ("CESCOM") for developing a 20 MW capacity solar power project in Taluk Gokak, District Belgaum in Karnataka ("Project"). The PPA provided for downward revision of tariff and liquidated damages in the event of delay in commissioning the Project for reasons other than force majeure events specified under the PPA. On account of heavy rainfall, the Petitioner alleged damage to the Project site, claimed force majeure under the PPA and sought extension of the scheduled date of commissioning in relation to the Project from CESCOM. Subsequently, the Petitioner was able to commission the Project with a delay of five days. Under the terms of the PPA, in the event of delay in commissioning the Project due to force majeure, the Petitioner was required to commission the Project first and thereafter seek approval for the condonation of delay before the Karnataka Electricity Regulatory Commission ("KERC"). Accordingly, the Petitioner has filed a petition before the KERC against CESCOM and Karnataka Renewable Energy Development Limited, seeking, *inter alia,* the following: (i) declaration that the delay in commissioning the Project would amount to a force majeure event under the PPA; (ii) condonation of the delay of five days in commissioning the Project; and (iii) granting extension of the scheduled date of commissioning under the PPA ("Petition"). The Petition is currently pending.

(xv) The subsidiaries of the Company, namely Abha Sunlight Private Limited, Akhilagya Solar Energy Private Limited, Izra Solar Energy Private Limited, Nokor Solar Energy Private Limited, Nokor Bhoomi Private Limited, ReNew Solar Power Private Limited and Vivasvat Solar Energy Private Limited ("Petitioners") each entered into power purchase agreements ("PPAs") with Chamundeshwari Electricity Supply Corporation (3 PPAs) ("CESCOM"), Mangalore Electricity Supply Company Limited (1 PPA) ("MESCOM"), Bangalore Electricity Supply Company Limited (2 PPAs) ("BESCOM") and Gulbarga Electricity Supply Company Limited (1 PPA) ("GESCOM") (collectively, the "Respondents") in relation to the development of seven solar power projects of 20 MW each in the state of Karnataka ("Projects"). Subsequently, *vide* notification dated July 30, 2018, the Union of India levied safeguard duty at the rates specified on the import of solar cells and modules ("Notification"). The Petitioners have filed seven separate petitions (in respect of each of the Projects) before the Karnataka Electricity Regulatory Commission ("KERC") against CESCOM (3 petitions), BESCOM (2 petitions), MESCOM (1 petition) and GESCOM (1 petition) ("Petitions"). In the Petitions, the Petitioners have contended that the Notification constitutes change in law under the PPAs, has resulted in an increase in recurring and non-recurring expenditure, and has adversely impacted the Projects. Accordingly, the Petitioners have prayed to the KERC to, *inter alia* declare the imposition of safeguard duty on import of solar modules as a change in law under the PPAs, and accordingly evolve a suitable mechanism to compensate the Petitioners for increase in the non-recurring expenditure on account of such change in law. The Petitions are currently pending.

(xvi) Ostro Jaisalmer Private Limited and ReNew Wind Energy (Rajasthan 3) Private Limited ("Petitioners") initially filed two separate petitions before the Rajasthan Electricity Regulatory Commission ("RERC"), alleging that the Jodhpur Vidyut Vitran Nigam Limited ("JVVNL") had failed to make payment of the outstanding monthly invoices and the late payment surcharge, and seeking directions from the RERC against JVVNL for the expeditious release of the amount outstanding in this regard ("RERC Petitions"). In its common order dated July 18, 2019 in the RERC Petitions ("RERC Order"), the RERC whilst acknowledging that the RERC Petitions had been filed for the payment of outstanding amounts under the electricity bills raised by the Petitioners as well as the late payment surcharge, only directed JVVNL to pay 50% of the late payment surcharge due to the Petitioners within three months from the date of the RERC Order and the remainder 50% within a period of twelve months thereafter. Subsequently, the Petitioners filed an appeal before the Appellate Tribunal for Electricity ("APTEL") challenging the RERC Order and praying for, *inter alia*: (i) setting aside the RERC Order; and (ii) directions to JVVNL to comply with the terms of the power purchase agreements entered into with the Respondents, and make payments towards the outstanding invoices raised by the Petitioners, along with payments pending on account of the late payment surcharge ("Appeals"). The Appeals are currently pending.

(xvii) ReNew Wind Energy (TN 2) Private Limited ("ReNew TN 2") filed petitions before the Central Electricity Regulatory Commission ("CERC") against, *inter alia,* NTPC Limited seeking compensation by way of revision of tariff due to increase in capital cost and operation and maintenance expenses on the ground that the imposition of goods and services tax on solar photovoltaic infrastructure would constitute 'change in law' under the respective power purchase agreements ("GST Petition"). In its order dated February 5, 2019 in the GST Petition, CERC partially granted the prayer of ReNew TN 2 and held that the enactment of the goods and services laws constitutes 'change in law' under the power purchase agreements, thereby granting a one-time lumpsum payment incurred by ReNew TN 2 during the construction period of the solar power project, subject to ReNew TN 2 exhibiting clear and one to one correlation between the projects and the supply of goods and services supported by invoices and auditors certificate ("CERC Order"). ReNew TN 2 thereafter filed an appeal before the Appellate Tribunal for Electricity ("APTEL") against the CERC Order to the extent that the CERC order disallowed the claim by ReNew TN 2 in the GST Petition for increase in tax cost on account of operation and maintenance services and incremental carrying cost ("ReNew TN 2 GST Appeal"). Subsequently, the Southern Power Distribution Company of Telangana Limited and the Northern Power Distribution Company of Telangana Limited ("Appellants") filed an appeal before the APTEL against the CERC, ReNew TN 2 and others praying for setting aside the CERC Order ("Telangana DISCOMs Appeal"). The Telangana DISCOMs Appeal and the ReNew TN 2 GST Appeal are currently pending.

(xviii) Southern Power Distribution Company of Andhra Pradesh Limited and the Eastern Power Distribution Company of Andhra Pradesh Limited ("Petitioners") have filed a petition ("Petition") against the Ministry of Power, Government of India ("MoP"), Ministry of New and Renewable Energy, Government of India ("MNRE") and the Power System Operation Corporation Limited ("POSOCO") before the High Court of Andhra Pradesh at Amaravati ("AP HC") challenging the action of MNRE and POSOCO in requiring the Petitioners to comply with the requirement of opening letters of credit in respect of the long term power purchase agreements with solar and wind power developers. The Petitioners have contended that the actions of MNRE and POSOCO deprived the petitioners of access to power from power exchange and short-term open access, and have prayed for a declaration, *inter alia* to set aside such actions as illegal and contrary to the provisions of the Electricity Act, 2003. In its order dated October 15, 2019, the AP HC granted an interim order restraining MoP, MNRE and POSOCO from disallowing power transactions under the short term open access or through the power exchange ("Interim Order"). Subsequently, ReNew Vayu Urja Private Limited (a subsidiary of the Company) has impleaded itself as a respondent in the Petition and has also filed an application for vacating the Interim Order. The Petition is currently pending.

(xix) Southern Power Distribution Company of Andhra Pradesh Limited and the Eastern Power Distribution Company of Andhra Pradesh Limited ("Petitioners") have filed a petition ("Petition") against the National Thermal Power Corporation Limited, Solar Energy Corporation of India Limited, ReNew Solar Energy (Karnataka) Private Limited and others solar power developers ("Respondents") before the Andhra Pradesh Electricity Regulatory Commission ("APERC"). In the Petition, the Petitioners have prayed for following reliefs, *inter alia*: (i) revision of tariff in respect of the solar power projects of ReNew Solar Energy (Karnataka) Private Limited and other solar power developers to Rs. 2.44 per unit from July 2019 onwards with respect to power purchase agreements/ power sale agreements entered into during 2012 to 2016; or (ii) reduction of the duration of the power purchase agreement/ power sale agreements to a period of five years from the date of commercial operation with respect to power purchase agreements/ power sale agreements entered into during 2012 to 2016. The Petition is currently pending.

(xx) Lexicon Vanijya Private Limited and Symphony Vyapar Private Limited ("Petitioners"), both subsidiaries of the Company, have filed a petition before the Central Electricity Regulatory Commission ("CERC") against NTPC Vidyut Vyapar Nigam Limited ("NVVNL") ("Petition"). In the Petition, the Petitioners have argued that under the terms of the power purchase agreements entered into between the Petitioners and NVVNL for two 10 MW solar power projects (one owned by each Petitioner) ("PPAs") in Village Manchitiya, District Jodhpur ("Projects"), the billing and payments is done on the basis of energy metered for both intra-state and inter-state transactions, i.e., on the basis of actual energy supplied. However, under Regulation 15 of the Rajasthan Electricity Regulatory Commission (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2017 ("Forecasting Regulations"), billing and payment for intra-state transactions is done as per actual energy supplied and billing and payment for inter-state transactions is done on the basis of scheduled generation. In respect of the Projects (inter-state), the Petitioners have contended that the billing should be done on the basis of scheduled energy supplied as mandated under the Forecasting Regulations and not actual energy supplied, and have accordingly prayed for a direction with regard to amending the PPAs for the Projects to align the billing formula in the PPAs with Regulation 15 of the Forecasting Regulations. The Petition is currently pending.

(xxi) The Collector of Stamps, Dhar, Madhya Pradesh, in its order dated December 29, 2018 ("Stamp Duty Order") determined the market value of the 23 land parcels on which wind turbine generators stood erected prior to registration of sale deeds executed between Suzlon Gujarat Wind Park Limited

("Suzlon Gujarat") and the Company. In the Stamp Duty Order, the Collector of Stamps, Dhar, Madhya Pradesh opined that since the value of wind turbine generators had not been included in the transaction, therefore the instruments of the sale were insufficiently stamped. Accordingly, by way of the Stamp Duty Order, a demand of Rs. 5.43 million (per parcel of land) total amounting to Rs. 129.49 million was imposed upon Suzlon Gujarat and the Company. Suzlon Gujarat and the Company filed an appeal against the Stamp Duty Order before the Board of Revenue, Madhya Pradesh at Gwalior ("Revenue Board"). In its order dated October 16, 2019, the Revenue Board set aside the Stamp Duty Order and directed the Collector of Stamps, Dhar, Madhya Pradesh to again review the stamp duty payable in relation to the sale of the land parcels. Subsequently, the Collector of Stamps, Dhar, Madhya Pradesh issued 23 separate notices (in relation to each sale deed) to the Company and Suzlon Gujarat noting the matter for hearing in relation to the assessment of market value for the properties transferred ("Notices"). The Company has filed its replies to the Notices stating, *inter alia* that the wind turbine generators erected on the land parcels cannot be considered as immovable property for the purposes of calculation of stamp duty, and prayed for quashing/ withdrawal of the proceedings before the Collector of Stamps, Dhar, Madhya Pradesh. The matter is currently pending before the Collector of Stamps, Dhar, Madhya Pradesh.

(xxii) ReNew Solar Power Private Limited, a subsidiary of the Company ("RSPPL"), had filed a petition before the Maharashtra Electricity Regulatory Commission, Mumbai ("MERC") against Maharashtra State Electricity Distribution Company Limited ("MSEDCL") seeking adjustment/ compensation to offset the financial impact suffered by RSPPL on account of 'change of law' provision under the power purchase agreement entered into between RSPPL and MSEDCL ("Petition") for the 250 MW solar power project in District Bikaner, Rajasthan ("Project"). In the Petition, RSPPL has prayed for, *inter alia* compensation from MSEDCL, arguing that the imposition of safeguard duty on the import of solar cells and modules by the Union of India *vide* its notification dated July 30, 2018 constitutes a 'change of law' under the contract with MSEDCL, and has resulted in an increase in expenditure for RSPPL, thereby adversely impacting its business. In its order dated June 22, 2020, MERC partially allowed the Petition stating that the imposition of safeguard duty is covered under the 'change in law' provision of the power purchase agreement between RSPPL and MERC, and directed RSPPL to provide an undertaking to MSEDCL that all modules in relation to the Project have been imported from countries which are subject to the safeguard duty, pursuant to which MSEDCL shall process the same and compute the compensation amount, with such ascertainment to be carried out at the risk and cost of RSPPL. ("Judgement"). RSPPL is in the process of submitting the undertaking to MSEDCL in accordance with the Judgement.

(xxiii) ReNew Clean Energy Private Limited ("ReNew Clean Energy") had filed a petition before the Madhya Pradesh Electricity Regulatory Commission ("MPERC") against Madhya Pradesh Power Management Company Limited ("MPPMCL") seeking revision of tariff payable by MPPMCL under the power purchase agreement ("PPA") dated November 10, 2015 in relation to the 51 MW solar power plant in District Rajgarh, Madhya Pradesh ("Petition"). ReNew Clean Energy has sought revision of tariff on the ground that the introduction of the goods and services tax ("GST") led to an increase in the recurring and non-recurring expenditure for ReNew Clean Energy, and the same constituted a 'change of law' event under the PPA. In its order dated November 23, 2019, MPERC dismissed the Petition ("MPERC Order") on the ground of maintainability thereof, observing that the prerequisite of conciliation process between the parties as required under the PPA had not been followed. Subsequently, ReNew Clean Energy filed an appeal before the Appellate Tribunal for Electricity ("APTEL") praying for, *inter alia* setting aside the MPERC Order, remanding the matter back to MPERC for computation of compensation on account of change in law due to introduction of GST and directing the same for expeditious disposal within 3 months ("APTEL Appeal"). The APTEL Appeal is currently pending.

(xxiv) ReNew Wind Energy (TN) Private Limited ("Petitioner") has filed a petition against the Solar Energy Corporation of India Limited ("SECI") and others ("Respondents") before the Central Electricity Regulatory Commission ("CERC") ("Petition"). The Petitioner had entered into a power purchase agreement ("PPA") with SECI for developing a 265 MW capacity wind power project situated at Bhuj, Gujarat ("Project"). In the Petition, the Petitioner has stated that due to force majeure events and events beyond the control of the Petitioner, including delays in allocation of revenue land for the Project and commissioning of transmission system, as well as the outbreak of Covid-19 and the subsequent imposition of lockdown causing disruption in supply chains, it has become impossible to commission the Project within the timelines specified in the PPA. However, despite duly informing SECI of the aforementioned events, SECI in its letters dated July 2, 2020 disputed the claims of the Petitioner with regard to force majeure and indicated its intention to impose penalty for the delay in commissioning. Subsequently, in its letter dated July 10, 2020, SECI also refused to treat the delay in land allotment for the Project as a force majeure event under the PPA. Accordingly, the Petitioner has filed the Petition, praying for, *inter alia*, a declaration from the CERC that the Petitioner is entitled to terminate the power purchase agreement on account of force majeure and impossibility of performance, and an injunction restraining SECI from taking any adverse or coercive steps against the petitioner. Subsequently, the Petitioner also filed an interim application seeking stay against the invocation of the performance bank guarantee by SECI. In its letter dated July 26, 2020 to SECI, the Petitioner has notified SECI of its intention to terminate the PPA on the grounds of impossibility of performance and frustration on account of force majeure events, and requested SECI for returning the performance bank guarantee submitted by the Petitioner. In its order dated August 6, 2020, CERC directed SECI not to invoke the performance bank guarantee until the next date of hearing. The Petition is currently pending. Subsequently, the Petitioner has filed a petition before the CERC against Power Grid Corporation of India Limited ("PGCIL") seeking, *inter alia*: (i) a declaration that the transmission agreements for connectivity, transmission service agreement and the agreement for long term access for the Project, entered into between the Petitioner and PGCIL stand frustrated on account of force majeure and impossibility; (ii) return of the bank guarantee by PGCIL to the Petitioner, which was submitted by the Petitioner in terms of the transmission agreement for connectivity and the long term access agreement for the Project; and (iii) a declaration that no relinquishment charges or any other charges or penalties are payable by the Petitioner ("LTA Petition"). Along with the LTA Petition, the Petitioner has also filed an interlocutory application before the CERC seeking, *inter alia* an *ex parte* stay against the invocation of the bank guarantees for connectivity and long term access submitted by the Petitioner. Both the interlocutory application and the LTA Petition are currently pending. In its letter dated October 7, 2020 to the Petitioner, PGCIL informed the Petitioner that since the Petitioner had failed to construct the dedicated transmission line within the stipulated time, PGCIL encashed the bank guarantee of Rs. 50 million submitted by the Petitioner, and relinquished the long term access subject to payment of relinquishment charges. The Petitioner has filed a petition before the Appellate Tribunal for Electricity seeking relief against the actions undertaken by PGCIL including *inter alia*, restraining PGCIL from taking any coercive action against the Petitioner until the LTA Petition is disposed of by CERC ("BG Petition"). In its order dated October 8, 2020, APTEL directed that the bank guarantee submitted by the Petitioner in favour of PGCIL should not be encashed by PGCIL until further orders in the BG Petition. In its order dated October 9, 2020, the order dated October 8, 2020 was extended until October 16, 2020.

(xxv) Aalok Solarfarms Limited, Abha Solarfarms Limited, Heramba Renewables Limited, and Shreyas Solarfarms Limited ("Petitioners") have filed a writ petition before the High Court of Rajasthan (Jaipur Bench) seeking quashing of the letters dated May 4, 2018, May 16, 2018, June 15, 2018, June 21, 2018, June 29, 2018, October 31, 2018, March 13, 2019, and April 18, 2019 issued by Rajasthan Renewable Energy Corporation Limited ("RRECL") and for an ad-interim stay on the demand letters ("Writ Petition"). By these letters, RRECL had sought payment of development charges, calculated at the rate of Rs. 1,00,000 per MW per year, as provided for under the Rajasthan Solar Policy, 2014, alleging that the Petitioners' projects have not been set-up for supply of electricity to distribution licensees of the State of Rajasthan. In the Writ Petition, the Petitioners have averred that the Petitioners have set-up the projects (totalling to 60 MW) pursuant to NTPCs' Grid Connected Solar Photo Voltaic Projects under Batch-II Tranche-I of National Solar Mission Phase-II State Specific Bundling Scheme (Non Solar Park—DCR Category) in Rajasthan, and the entire power is purchased by NTPC as a 'trader' under the executed Power Purchase Agreements and sold to Rajasthan Urja Vikas Nigam Limited (RUVNL) i.e. the Distribution Licensee in the State of Rajasthan. Thus, the Petitioners have argued in the Writ Petition that the Petitioners' projects have been set-up for supply of electricity to distribution licensees of the State of Rajasthan, and development charges are not payable as a consequence thereof. In its reply filed on November 26, 2019, RRECL opposed the Writ Petition. Subsequently, RRECL *vide* separate letters dated May 8, 2020 addressed to the Petitioners, requested the Petitioners to deposit the development charges in relation to the Petitioners' projects for the financial years 2017-18, 2018-19, 2019-20 and 2020-21 citing the provisions under the Rajasthan Solar Energy Policy, 2014 and the Rajasthan Solar Energy Policy, 2019 ("Claim Letters"). The Petitioners in their letter dated May 26, 2020 refuted the claims of the RRECL in the Claim Letters and contented that no such development charges were payable in relation to the Petitioners' projects. The Petitioners thereafter filed a rejoinder to the reply filed by RRECL in the Writ Petition. The Writ Petition is currently pending.

(xxvi) Two subsidiaries of the Company, namely KCT Renewable Energy Private Limited and Ostro Anantapur Private Limited ("Petitioners") had filed three separate petitions ("Petitions") before the Andhra Pradesh Electricity Regulatory Commission ("APERC") against Andhra Pradesh Southern Power Distribution Company Limited ("APSPDCL") and others ("Respondents"), seeking the following reliefs: (i) directions to APSPDCL to open irrevocable revolving letters of credit in the Petitioners' favour; (ii) declaring the actions of the Respondents in claiming rebate on the power bills of the respective Petitioners as contrary to the power purchase agreements for the wind power projects of the Petitioners; and (iii) directions to the Respondents to pay the respective amounts with interest as claimed by the Petitioners in terms of the power purchase agreements. APERC, in its common order dated October 6, 2018 ("Common Order"), *inter alia*, ordered the following: (i) APSPDCL to open letters of credit in favour of the Petitioners within six months from the date of the Common Order; (ii) Respondents to pay amounts deducted by them towards rebate without any entitlement, along with 25% of the late payment surcharge within 30 days of the date of the Common Order; (iii) entitling the Petitioners to approach the Commission with the appropriate interlocutory applications concerning any balance amounts payable in respect of the Petitions. Subsequently, APSPDCL filed interim applications each dated February 13, 2020 before the APERC in respect of each of the Petitions seeking review of the Common Order to the extent of relieving the DISCOMs from the aforesaid obligation to open such letters under the respective power purchase agreements with the Petitioners in view of the financial condition of the DISCOMs ("Interim Applications"). The Interim Applications are currently pending.

(xxvii) ReNew Solar Energy (Karnataka) Private Limited ("Petitioner") received a show cause notice dated March 12, 2020 ("Impugned Notice") from the Assistant Commissioner, (CT), LTU, Commercial Taxes Department at Kurnool, Andhra Pradesh ("First Respondent") demanding an amount of approximately Rs. 70.80 million as entry tax from the Petitioner on the import of goods from its suppliers for setting up the 39 MW solar power plant at Adoni, Andhra Pradesh. Subsequently, the First Respondent issued an ex-parte order dated September 5, 2020 demanding entry tax amounting to approximately Rs. 36.61 million from the Petitioner ("Impugned Order"). Subsequently, the Petitioner filed a petition before the High Court of Andhra Pradesh against the First Respondent and the State of Andhra Pradesh praying for, *inter alia,* quashing the Impugned Notice and the Impugned Order and declaring Section 3 of the Andhra Pradesh Tax on Entry of Goods into Local Areas Act, 2001 as unconstitutional ("Petition"), along with an interim prayer for staying all proceedings and consequential actions (including recovery of entry tax) in the matter pending final disposal of the Petition.

B. *Civil Proceedings*

(i) Mahipatsinh Fulubha Jadeja ("Plaintiff") filed a civil suit (RCS 10/2019) before the Principal Senior Civil Judge at Mundara, Kachchh against the Company, Raviraj Construction Enterprise and Collector, District Seva Sadan, Bhuj—Kachchh, alleging that the Collector allotted ten hectares of land on lease for twenty years (under the ownership, occupation and possession of the Plaintiff) in favour of the Company for setting up a wind power plant without proper verification and on the basis of false panchnama of the agricultural land. Accordingly, the Plaintiff has requested for a declaration from the court, among other reliefs, that the disputed land is in the ownership, occupation and possession of the Plaintiff. The matter is currently pending.

(ii) Gopal ("Plaintiff") filed a suit (RCS A/0000024/2019) before the civil court at Jaora District, Ratlam, Madhya Pradesh against the Company and others, alleging that the Plaintiff is the sole owner of the land on which windmills for the wind power plant have been set up by an official of Ostro Urja Wind Private Limited (a subsidiary of the Company) which were being operated by the Company's officials, and that the construction of such windmills is illegal. Accordingly, the Plaintiff has prayed for, *inter alia*, a declaration to set aside the sale deeds in relation to the sale of the property dated September 16, 2015 and August 19, 2016 as null and void. The matter is currently pending.

REGULATION

Set forth below is a brief overview of the principal laws and regulations currently governing the businesses of the Group. The information set out below has been obtained from sources available in the public domain and is based on the current provisions of Indian laws, as amended, and which are subject to amendments, changes, and modifications.

The laws and regulations set out below are not exhaustive and are only intended to provide general information to investors and are neither designed nor intended to be a substitute for professional legal advice. Prospective investors should seek independent legal advice on the laws and regulations applicable to the businesses of the Group.

Industry specific legislations

Electricity Act, 2003

The Electricity Act, 2003 ("Electricity Act") is the central legislation which covers, amongst others, generation, transmission, distribution, trading and use of electricity. It governs the establishment, operation and maintenance of any electricity generating company and prescribes technical standards in relation to the connectivity of generating companies with the grid. As per provisions of the Electricity Act, generating companies are required to establish, operate and maintain generating stations, sub-stations and dedicated transmission lines. Further, the generating companies may supply electricity to any licensee or even directly to consumers, subject to availing open access to the transmission and distribution systems and payment of transmission charges, including wheeling charges and any other open access charges, as may be determined by the concerned electricity regulatory commission.

In accordance with Section 7 of the Electricity Act, a generating company may establish, operate and maintain a generating station without obtaining a license under the Electricity Act if it complies with the technical standards relating to connectivity with the grid prescribed under clause (b) of Section 73 of the Electricity Act.

Under the Electricity Act, the State Electricity Regulatory Commissions ("SERCs") are required to promote co-generation and generation of electricity from renewable sources of energy and sale of electricity to any person from sources other than the incumbent distribution licensee under the provisions of open access. The Electricity Act further requires the SERCs to specify, for the purchase of electricity from renewable sources, a percentage of the total consumption of electricity within the area of a distribution licensee, which has been implemented in the form of renewable purchase obligations ("RPOs").

Additionally, the Electricity Rules, 2005 (the "Electricity Rules") also prescribe a regulatory framework for developing captive generating plants. Pursuant to the Electricity Rules, a power plant shall qualify as a captive power plant only if not less than 26% of ownership is held by captive users and not less than 51% of the aggregate electricity generated in such plant, determined on an annual basis, is consumed for captive use. In case of a generating station owned by a company formed as a special purpose vehicle, the electricity required to be consumed by captive users is to be determined with reference to such unit or units identified for captive use and not with reference to the generating station as a whole, and equity shares to be held by the captive users must not be less than 26% of the proportionate equity interest of the company related to the generating unit or units identified as the captive generating plant.

The Ministry of Power introduced the Electricity Act (Amendment) Bill, 2020 ("Amendment Bill") to amend the Electricity Act to promote the generation of electricity from renewable sources of energy. The Amendment Bill intends to improve the enforcement of contracts involving the sale and purchase of electricity by establishing an Electricity Contract Enforcement Authority and have a payment security mechanism for scheduling of electricity. Further, the Bill also intends to address the issues in relation to tariff for retail sale of electricity without any subsidies; and grant open access to consumers on the payment of surcharge and wheeling charges as determined by the relevant state electricity commission.

Tariff Determination

Under the Electricity Act, tariffs are broadly determined in the following manner:

In terms of Section 62(1) of the Electricity Act, the appropriate commission is empowered to determine the tariff for the supply of electricity by a generating company to a distribution licensee. The appropriate electricity regulatory commission is guided by certain principles while determining the tariff applicable to power generating companies which include, among other things, principles and methodologies specified by the Central Electricity Regulatory Commission ("CERC") for tariff determination, safeguarding consumer interest and other multiyear tariff principles laid down by the implementation of the National Electricity Policy ("NEP"), the Tariff Policy and the National Tariff Policy, 2016 ("NTP 2016"); and Alternatively, tariff may be determined through the transparent process of bidding in accordance with the guidelines issued by the Government of India and in terms of Section 63 of the Electricity Act, the appropriate regulatory commission shall adopt such tariff.

Tariff Policy, 2006

The Government of India ("GoI") notified the Tariff Policy on January 6, 2006 ("Tariff Policy"), under Section 3 of the Electricity Act, to ensure availability of electricity to consumers at reasonable and competitive rates, financial viability of the sector and to attract investment, promote transparency, consistency and predictability in regulatory approaches across jurisdictions and minimize perceptions of regulatory risks and promote competition, efficiency in operation and improvement in quality of power supply and to guide CERC and the SERCs in discharging their functions.

The Tariff Policy required CERC to determine the rate of return on equity keeping in view the overall risk and prevalent cost of capital, and to establish norms for capital and operating costs, operating standards and performance indicators for transmission lines at different voltage levels.

Further, the Tariff Policy requires all SERCs to specify minimum percentages of electricity that must be purchased from renewable energy sources by April 1, 2006. While deciding such percentage, SERCs must take into account the availability of such resources in the region and its impact on retail tariffs. The Tariff Policy further provides that procurement of electricity by distribution companies from renewable energy power producers ("REPPs") must be done at preferential tariffs determined by the SERCs. Such procurement of electricity by distribution companies for future requirements is to be done, as far as possible, through a competitive bidding process pursuant to Section 63 of the Electricity Act among suppliers offering energy from same type of non-conventional sources. The Tariff Policy has now been replaced with the National Tariff Policy, 2016 ("NTP 2016").

National Tariff Policy, 2016

In exercise of the powers conferred under Section 3 of the Electricity Act, 2003, Government of India has notified the revised tariff policy to be applicable from January 28, 2016. NTP 2016 specifies that any action taken under the provisions of the Tariff Policy, shall, in so far as it is not inconsistent with NTP 2016, be deemed to have been done or taken under the provisions of this NTP 2016. NTP 2016 has introduced several reforms and has an increased focus on renewable energy, sourcing power through competitive bidding and the need for 'reasonable rates'. The objectives of NTP 2016, *inter alia*, include:

(i) ensuring financial viability of the power sector and attract investments;

(ii) ensuring availability of electricity to consumers at reasonable and competitive rates;

(iii) promoting generation of electricity from renewable power sources; and

(iv) promoting hydroelectric power generation.

The NTP 2016 has removed the ambiguity on applicability of the RPOs on co-generation as it has been clarified that co-generation from sources other than renewable sources shall not be excluded from the applicability of the RPO. NTP 2016 specifies that an existing coal or lignite based generating station may choose to add additional renewable energy capacity and generation from such renewable energy capacity may be bundled with its thermal generation for the purpose of sale. In case an obligated entity procures such bundled power, then the SERCs will consider the obligated entity to have met the RPO to the extent of power bought from such renewable energy generating stations.

Given the focus that NTP 2016 has on renewable power and competitive tariffs, the States have been mandated to make necessary endeavors to procure power from renewable energy through competitive bidding to keep the tariff low. Further, NTP 2016 states that 35% of the installed capacity can be procured by the state at SERC determined tariff.

Further, to encourage the renewable power sector, the Ministry of Power ("MoP"), *vide* order dated August 5, 2020, has waived the inter-state transmission charges and losses on transmission of electricity generated from the power plants for a period of 25 years from the date of commissioning of such power plants, which meet the following criteria: (a) Power plants using solar and wind sources of energy, including solar-wind hybrid power plants with or without storage commissioned till June 30, 2023 for sale to entities having a Renewable Purchase Obligation ("RPO"), irrespective of whether this power is within RPO or not, provided that in case of distribution licensees, the power has been procured competitively under the guidelines issued by the Central Government; (b) Solar PV power plants commissioned under "*MNRE's Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) dated March 5, 2019*"; and (c) Solar PV power plants commissioned under SECI Tender for manufacturing linked capacity scheme (RFS No. SECI/C&P/RfS/2GW Manufacturing/P-3/R1/062019 dated June 25, 2019) for sale to entities having RPO, irrespective of whether this power is within RPO or not.

NTP 2016 takes into account, among others, the following factors in determining the tariff:

- Return on investment;
- Equity norms (for financing of future capital costs of projects, a debt to equity ratio of 70:30 to be adopted);
- Depreciation;
- Cost of debt;
- Cost of management of foreign exchange risk (i.e. the costs incurred on account of hedging and swapping to take care of foreign exchange variations); and
- Operating norms (to be evolved based on the incentives and disincentives along with appropriate arrangements for sharing the gains of efficient operations with consumers).

NTP 2016 also discusses the implementation of multi-year tariff framework, which is likely to minimize the risks for utilities and consumers, promote efficiency and the appropriate reduction of system losses and attract investments.

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Wind and Solar Power

The Ministry of Power has issued guidelines on August 3, 2017 and December 8, 2017 for procurement of solar and wind power, respectively, through tariff based competitive bidding process ("Competitive Bidding Guidelines"). The Competitive Bidding Guidelines aim to enable the distribution licensees to procure solar and wind power at competitive rates in a cost-effective manner.

Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017

CERC has announced the Central Electricity Regulatory Commission (Terms and Conditions for Tariff Determination from Renewable Energy Sources) Regulations, 2017 (the "Tariff Regulations 2017") which supersede the regulations issued in 2012. The CERC *vide,* Notification bearing reference no. 1/21/2017/-Reg.Aff./(RE-Tariff-2017-20/CERC dated March 24, 2020 have extended the applicability of the Tariff Regulations 2017 till June 30, 2020. Tariff Regulations 2017 govern the determination of tariff, for a generating station or a unit commissioned during the 'Control Period' (being a period of three years specified in the Tariff Regulations 2017 starting from the Fiscal Year 2018). The tariff period under the Tariff Regulations 2017 is required to be considered from the date of commercial operations of the renewable energy stations. The Tariff Regulations 2017 further lay down the criteria which should be taken into consideration by CERC while determining the tariff for the sale of electricity generated from renewable sources. CERC will determine the generic tariff on the basis of a *suo motu* petition at least six months in advance at the beginning of each year of the Control Period. The Tariff Regulations 2017 also provide the mechanism for sharing of carbon credits from approved clean development mechanism projects between renewable energy power producers ("REPPs") and the concerned beneficiaries. Under the Tariff Regulations 2017, the project developer is entitled to 100% of the gross proceeds on account of clean development mechanism project benefits in the first year after the date of commercial operation of the generating station. Subsequently, in the second year, the share of the beneficiaries will be then progressively increased by 10% every year until it reaches 50% after which the clean development mechanism project proceeds are to be shared equally between the generating company and the beneficiaries.

Central Electricity Regulatory Commission (Terms and Conditions of Tariff Determination from Renewable Energy Sources) Regulations, 2020

CERC notified the Central Electricity Regulatory Commission (Terms and Conditions of Tariff Determination from Renewable Energy Sources) Regulations, 2020 (the "Tariff Regulations 2020") on June 23, 2020. These regulations came into force from July 1, 2020 and shall remain effective till March 31, 2023, unless reviewed earlier or extended by CERC. Under the Tariff Regulations 2020, CERC has specified certain parameters for determination of tariff for new sources of renewable energy such as floating solar project, renewable hybrid energy project and renewable energy project with storage in addition to those covered in past tariff regulations. The Tariff Regulations 2020 apply to cases where tariff for a grid-connected generating station or a unit thereof commissioned during the control period and based on renewable energy sources, is to be determined by CERC. Provided that in cases of wind power projects, small hydro projects, biomass power project with Rankine cycle technology, non-fossil fuel-based co-generation projects, solar PV power projects, floating solar projects, solar thermal power projects, renewable hybrid energy projects, renewable energy with storage projects, biomass gasifier based power projects, biogas based power projects, municipal solid waste-based power projects and refuse-derived fuel-based power projects, these regulations shall apply subject to the fulfilment of eligibility criteria specified under Regulation 4 of the Tariff Regulations 2020. In case of renewable energy projects for which generic tariff has to be determined as per these regulations, it will be done through a tariff order at least one month before the commencement of the year for each year of the control period, which is from July 2020 to March 2023. The other tariff which is project specific, shall be determined by the CERC on a case to case basis for, amongst others, solar PV power projects, floating solar projects, solar thermal power projects, wind power projects, renewable hybrid energy projects and renewable energy with storage projects. The tariff for renewable energy sources will consist of components such as return on equity, interest on loan, depreciation, interest on working capital, and O&M expenses. For determination of generic tariff and project specific tariff, a loan tenure of 15 years shall be considered. The total capital cost of the renewable energy project will be inclusive of all capital work including plant and machinery, civil work, erection, commissioning, financing cost and interest during construction and evacuation infrastructure up to inter-connection point. Further, as per the Tariff Regulations 2020, a useful life period of 25 years will apply to, amongst others, wind power projects, biomass projects with Rankine cycle technology, solar PV power projects, floating solar projects, and solar thermal projects. Under the Tariff Regulations 2020, in case a renewable energy project, in a given year, generates energy in excess of its CUF or PLF, the renewable energy project has an option of selling such excess energy to any entity, provided that the first right of refusal for such excess energy shall vest with the concerned beneficiary. In case the concerned beneficiary purchases the excess energy, the tariff for such excess energy shall be 75% of the tariff applicable for that year.

National Electricity Policy, 2005

The Indian Government notified the National Electricity Policy ("NEP") on February 12, 2005, under Section 3 of the Electricity Act. The key objectives of the NEP, amongst other things are, stipulating guidelines for accelerated development of the power sector, providing supply of electricity to all areas and protecting interests of consumers and other stakeholders, keeping in view availability of energy resources, technology available to exploit these resources, economics of generation using different resources and energy security issues. The NEP provides that the network expansion be planned and implemented keeping in view anticipated transmission needs that would be incident on the system in the open access regime.

Further, NEP emphasizes the need to promote generation of electricity based on non-conventional sources of energy. The NEP provides that SERCs should specify appropriate tariffs to promote renewable energy (until REPPs relying on non-conventional technologies can compete within the competitive bidding system). SERCs are required to specify percentages of the total consumption of electricity in the area of a distribution licensee that progressively increase the share of electricity generated from renewable sources. Furthermore, the NEP provides that such purchase of electricity by distribution companies should be through competitive bidding.

Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 ("Grid Code")

The CERC in these regulations, as amended from time to time, has laid down the rules, guidelines, and standards to be followed for planning, developing, maintaining and operating the power systems, in the most secure, reliable, economic and efficient manner. These regulations have been amended to require the wind and solar power generators to forecast and schedule their power generation on a day ahead basis. Further, the Grid Code provides a 'must-run' status to all solar and wind power plants and exempts such power plants from 'merit order dispatch' principles.

Guidelines for Development of Onshore Wind Power Projects, 2016 ("MNRE Guidelines")

The Ministry of New and Renewable Energy ("MNRE") initially issued guidelines for orderly growth of wind power sector, which were subsequently revised from time to time. These guidelines aim to facilitate the development of wind power projects in an efficient and cost-effective manner.

Revised Guidelines for Wind Power Projects ("Wind Power Guidelines")

To ensure quality of wind farm projects and equipment, MNRE introduced the Wind Power Guidelines which were revised and addressed to the erstwhile State Electricity Boards, state nodal agencies and financial institutions such as IREDA. The Wind Power Guidelines provide for, *inter alia*, proper planning, selection of quality equipment and implementation, performance and monitoring of wind power projects.

Renewable Purchase Obligations

The Electricity Act and the Tariff Policy require the SERCs to specify, for the purchase of electricity from renewable sources, a percentage of the total consumption of electricity within the area of a distribution licensee, which are known as RPOs. RPOs are required to be met by obligated entities (distribution licensees, captive power plants and open access consumers) by purchasing renewable energy, either by renewable energy power producers such as the Group, or by purchasing renewable energy certificates ("RECs"). In the event of default by an obligated entity in any financial year, the SERC may direct the obligated entity to pay a penalty or to deposit an amount determined by the relevant SERC, into a fund to be utilized for, among others, the purchase of RECs.

Generation Based Incentive Scheme ("GBI Scheme")

To encourage generation from wind energy projects, MNRE notified the GBI Scheme for grid connected wind power projects on December 17, 2009 which is currently applicable to the wind power projects which were commissioned and registered under the GBI Scheme during period commencing from the date of the aforementioned notification and up to March 2017. GBIs under the GBI Scheme are available for the wind power projects selling electricity to the grid and captive wind power projects but exclude wind power projects that undertake third party sales. Only those wind power projects which sell electricity at the tariff announced by SERCs and/or state governments are eligible for availing benefits under the GBI Scheme. The objective of the GBI Scheme is to (i) broaden the investor base; (ii) incentivize actual generation with the help of generation/ outcome based incentives; and (iii) facilitating entry of large independent power producers and foreign direct investment in the Indian wind power sector. Under the GBI Scheme, generation-based incentives are available for a minimum period of four years and maximum period of 10 years.

Ujwal Discom Assurance Yojana ("UDAY")

UDAY is a scheme formulated by the Ministry of Power, Government of India, *vide* Office Memorandum dated November 20, 2015. It provides for the financial turnaround and revival of Power Distribution companies (DISCOMs). The scheme is applicable only to State-owned DISCOMs including combined generation, transmission, and distribution undertakings.

The various State Governments, their respective DISCOMs and the Government of India have entered into agreements which stipulate responsibilities of the entities towards achieving the operational and financial milestones under the scheme. One of the features of this scheme is that the States have agreed to take over 75% of the debt of the DISCOMs as on September 30, 2015 over a period of two years – 50% of the DISCOM debt in 2015-16 and 25% in 2016-17 as per the mechanism provided for in the scheme.

National Solar Mission

The National Solar Mission ("NSM") was approved by the GoI on November 19, 2009 and launched on January 11, 2010. The target for solar deployment was enhanced to 100 GW of solar power in India by 2022. The target principally comprises 40 GW rooftop solar power projects and 60 GW large and medium scale grid connected solar power projects. In addition, the GoI on March 22, 2017 sanctioned the implementation of a scheme to enhance the capacity of solar parks from 20,000 MW to 40,000 MW for setting up at least 50 solar parks each with a capacity of 500 MW and above by 2019 – 2020, which was further extended to 2021-2022.

Central Electricity Regulatory Commission (Open Access in Inter-State Transmission) Regulations, 2008 (the "CERC Open Access Regulations")

The CERC Open Access Regulations, as amended from time to time, for inter-state transmission provide for a framework which not only facilitates traditional bilateral transaction (negotiated directly or through electricity traders), but also cater to collective transactions discovered in a power exchange through anonymous, simultaneous competitive bidding by sellers and buyers. Applicable to short term open access transactions up to one month at a time, the emphasis of the CERC Open Access Regulations is on scheduling rather than reservation to ensure that the request of an open access customer is included in the dispatch schedules released by RLDCs. Further, certain types of transmission services by payment of transmission charges (to be levied in Rupees per MWh) shall be available to open access customers based on the type of transactions, i.e., bilateral or collective. In addition to transmission charges, certain operating charges shall also be levied. The CERC Open Access Regulations enable entities connected to inter-state transmission as well as intra-state transmission and distribution system to purchase power from a source other than the incumbent distribution licensee situated outside the relevant State.

Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 ("CERC Connectivity & Access Regulations")

The CERC Connectivity & Access Regulations, as amended from time to time, provide a framework for granting connectivity, medium and long-term access to the inter-state transmission system ("ISTS"). Any power generating station, including captive generating plant or a bulk consumer, is authorized to seek connectivity, medium and long-term access to the ISTS in accordance with the provisions made under these Regulations. CERC Connectivity & Access Regulations identifies Central Transmission Utility ("CTU") as the nodal agency for grant of connectivity. With respect to medium and long-term access to ISTS, CTU is mandated to frame procedure concurrent to the CERC Connectivity & Access Regulations covering all the aspects as envisaged in the CERC Connectivity & Access Regulations in detail. For grant of connectivity, wind and solar based projects are treated differently by CERC Connectivity & Access Regulations, as a separate set of procedure is framed for wind and solar projects safeguarding the interest of renewable energy projects and the transmission system owner.

Central Electricity Regulatory Commission (Sharing of Inter-State transmission Charges and losses) Regulations, 2010 ("CERC Transmission Charges Regulations 2010")

The CERC Transmission Charges Regulations 2010, as amended from time to time, provide for a framework as per which the yearly transmission charges, revenue requirements on account of foreign exchange rate variation, changes in interest rate, etc. as approved by the appropriate commission will be shared among the users of the ISTS system. CERC Transmission Charges Regulation 2010 lay down principles and mechanisms for sharing of ISTS transmission and charges among the gird users. The CERC Transmission Charges Regulations 2010 exempt wind and solar based generating projects commissioned between February 13, 2018 to March 31, 2022, which are selling power to all entities including distribution companies for fulfilment of their RPO, from the applicability of ISTS transmission charges and losses for a period of 25 years from the date of commercial operation of such generation projects if such capacity has been awarded as per the competitive bidding guidelines notified by the Central Government.

Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 ("CERC Transmission Charges Regulations 2020")

The CERC, pursuant to the notification dated May 4, 2020, has announced the CERC Transmission Charges Regulations 2020. As per the CERC Transmission Charges Regulations 2020, transmission charges and losses for the use of ISTS are not payable for solar power-based projects whose useful life has been commissioned during the period from July 1, 2011 to June 30, 2017. The CERC Transmission Charges Regulations 2020 will come into force from November 1, 2020 and will supersede the CERC Transmission Charges Regulations 2010.

Central Electricity Regulatory Commission (Deviation settlement Mechanism and related matters) Regulations, 2014 ("F&S Regulations")

The CERC in these regulations has laid down rules guidelines and standards for maintain grid discipline and grid security as envisaged under the Grid Code through the commercial mechanism for Deviation Settlement through withdrawal and injection of electricity by the users of the grid including wind and solar based plants connected to interstate transmission network. The wind and solar generators connected to interstate transmission network are required to provide daily 15 minutes time block wise generation schedule. The schedule may be revised by giving advance notice to the relevant Regional Load Despatch Centre. Any deviations between actual generation with respect to the schedule generation in the 15-minute time block is liable to attract commercial charges as per the formula prescribed in the F&S Regulations.

Renewable Energy Certificates ("REC")

The CERC notified the Central Electricity Regulatory Commission (Terms and Conditions for Recognition and Issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010 (the "REC Regulations") on January 14, 2010 and the same was most recently amended on March 28, 2016. The REC Regulations aim at the development of market for power from non-conventional energy sources by issuance of transferable and saleable credit certificates. The REC Regulations facilitate fungibility and inter-state transaction of renewable energy with least cost and technicality involved. The CERC has nominated the National Load Despatch Centre as the central agency to perform the functions, including, *inter alia* registration of eligible entities, issuance of certificates, maintaining and settling accounts in respect of certificates, acting as repository of transactions in certificates and such other functions incidental to the implementation of REC mechanism as may be assigned by the CERC. The REC mechanism provides a market-based instrument which can be traded freely and provides means for fulfilment of RPOs by the distribution utilities/consumers.

The Ministry of New and Renewable Energy

The MNRE is the nodal ministry of the Government of India at the national level for all matters relating to non-conventional sources of energy and renewable energy. The mandate of MNRE includes research, development, commercialization, and deployment of renewable energy systems/devices for various applications in rural, urban, industrial, and commercial sector.

National Institute of Wind Energy ("NIWE")

NIWE is an autonomous research and development institution under the MNRE, Government of India, established to serve as a technical focal point for orderly development of wind power deployment in India. Use of any wind turbine in India is subject to certification from NIWE.

Solar Energy Corporation of India Limited ("SECI")

SECI is a central public sector undertaking under the administrative control of the MNRE, established to facilitate the implementation of the Jawaharlal Nehru National Solar Mission ("JNNSM") as well as a number of other schemes of MNRE. SECI is also involved in trading of solar power from projects set up under the schemes being implemented by it.

National Institute of Solar Energy ("NISE")

NISE is an autonomous research and development institution under the MNRE, Government of India, established to facilitate the research and development, testing, certification and skill development activities in the field of solar energy. NISE also supports the MNRE in the implementation of NSM.

National Wind-Solar Hybrid Policy ("Hybrid Policy")

MNRE announced the Hybrid Policy on May 14, 2018, with an aim to encourage renewable power generation and promote new projects as well as hybridization of the existing wind and solar projects. The policy was recently amended on August 13, 2018. The main objective of the Hybrid Policy is to provide a framework for promotion of large grid connected wind-solar photovoltaic hybrid system for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability. The Hybrid Policy aims to encourage new technologies, methods and way-outs involving operation of wind and solar photovoltaic plants.

The implementation of wind solar hybrid systems will depend on different configurations and use of technology. The Hybrid Policy mandates the Central Electricity Authority and the CERC to formulate necessary standards and regulations for wind-solar hybrid systems.

State Level Policies, Guidelines for Promotion and Establishment of Renewable Energy Projects

In addition, projects developed by the SPVs in various states are subject to state level policies. Typically, these state policies are framed by nodal agencies responsible for development of renewable energy and energy conservation in the respective states. These policies provide for, among others, the incentives of setting up of wind and/or solar power projects in the relevant states, procedure and approvals required for setting up of wind and solar power projects within the state, regulation of grid integration, connectivity and security, and tariff determination.

Set out below is an overview of the laws and regulations governing the implementation of wind and solar projects in each state in which the Restricted Group operates.

Rajasthan

The Rajasthan Renewable Energy Corporation Limited is the nodal agency responsible for promoting and developing renewable energy in the state of Rajasthan.

The Government of Rajasthan notified the Rajasthan Wind and Hybrid Energy Policy, 2019 which came into effect from December 18, 2019 and will remain in force until superseded by another policy. The Rajasthan Wind and Hybrid Energy Policy, 2019 is aimed at achieving 2000 MW of wind power capacity and 3500 MW of wind-solar hybrid power projects in Rajasthan up to 2024-25. In addition, this policy also aims to promote development of wind and wind-solar hybrid power projects aimed at captive consumption and sale to third parties within and outside Rajasthan (to enable fulfilment of the RPO of the distribution companies (as determined by RERC)). The wind and wind-solar hybrid projects for captive use/ third party sale outside Rajasthan or sale through the power exchange can be of any capacity. The policy provides that captive use shall be limited to the demand specified in the contract between the consumer and generator, irrespective of whether the plant capacity is more than such demand as specified. The state distribution companies and Rajasthan Urja Vikas Nigam Limited ("RUVNL") may purchase wind energy beyond the RPO as per their requirement and commercial viability. The policy also prescribes the process for allotment of government land and procurement of private land for such power projects, and provides for registration of projects with the RREC. Under the policy, a state level screening committee ("SLSC") has been proposed which is responsible for in-principle clearance of the projects, and the constitution of the SLSC has also been specified. The policy clarifies that wind projects, wind-solar hybrid projects and wind projects with storage systems, for which developer is identified through the competitive bidding process by state distribution companies, will not require such in-principle clearance. Upon in-principle approval, applicable wind and wind-solar hybrid power projects will be submitted to the SLEC for final approval.

The Government of Rajasthan has formulated the Rajasthan Solar Energy Policy, 2019 which has come into effect on December 18, 2019 and will remain in force until superseded or modified by another policy. The Rajasthan Solar Energy Policy, 2019 aims for the state of Rajasthan to be a major contributor for achieving the national target of 100 GW capacity of solar energy as a part of global commitment.

The Rajasthan Solar Energy Policy, 2019 and the Rajasthan Wind and Hybrid Energy Policy, 2019 specify that the generation of electricity from solar power plants and the wind and wind-solar hybrid power projects, respectively will under be treated as an eligible industry under the scheme administered by the Industries Department, Government of Rajasthan and incentives available to industrial units under the Rajasthan Investment Promotion Scheme will be available to such power projects.

The Rajasthan Electricity Regulatory Commission (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) 2017 ("RERC DSM Regulations") were notified with an aim to facilitate large scale grid integration of wind and solar projects while maintaining the grid security, reliability and security as envisaged under the grid code through forecasting, scheduling and commercial mechanism for settlement of deviations for wind and solar projects. The RERC DSM Regulations were recently amended on January 28, 2020. All wind and solar generating stations with installed capacity of 5 MW and above fall under the purview of RERC DSM Regulations. Wind and solar power generators connected to the state grid forecast and schedule their power generation on a day ahead basis. The schedule by wind and solar generators may be revised by giving advance notice to the relevant State Load Despatch Centre. Depending upon the degree of variation from the schedule provided and actual generation in 15 minutes time block basis, wind and solar generators are liable to pay/receive the charges for deviations as per the formula prescribed under the RERC DSM Regulations.

The Rajasthan Electricity Regulatory Commission (Renewable Energy Certificate and Renewable Purchase Obligation Compliance Framework, 2010 ("RERC RPO Regulations") specify that every distribution licensee is required to purchase a minimum quantity of electricity from renewable sources of energy as per the Rajasthan Electricity Regulatory Commission (Power purchase & procurement process of distribution licensee) Regulations, 2004, as amended from time to time. The third amendment to the RERC RPO Regulations came into effect on April 1, 2019.

Karnataka

The Karnataka Renewable Energy Development Limited ("KREDL") is the agency responsible for promoting and developing renewable energy in the state of Karnataka. The Karnataka Renewable Energy Policy 2009-2014 (the "Karnataka RE Policy 2014") was formulated under the supervision of KREDL to achieve a capacity addition of 6,600 MW from renewable sources in Karnataka by 2014. The policy aims at systematic and faster development of renewable energy sources as it attempts to stimulate a minimum capacity addition of approximately 1,000 MW each year. The state government has formulated a draft policy for the years 2014-20 to further boost the generation of electricity through renewable energy sources. In addition to being the nodal agency under the Karnataka RE Policy 2014 for the implementation of the policy, KREDL is also responsible for identification of windy sites after undertaking a wind resource assessment study. Under the Karnataka RE Policy 2014, generation of electricity from renewable energy sources is required to be treated as an industry under the prevailing industrial policy, and incentives available to industrial units will be made available to renewable energy projects.

The state government of Karnataka has formulated the Karnataka Solar Policy 2014-2021 ("Karnataka Solar Policy"), which will remain in effect until 2021 or until modified. The Karnataka Solar Policy aims to harness a minimum of 6,000 MW by 2021 in multiple phases. The Karnataka Solar Policy provides incentives such as tax concessions under the Karnataka Industrial Policy 2014-2019 and central excise duty and customs duty exemptions. Solar projects are further exempt from obtaining consent from the Karnataka Pollution Control Board, which is otherwise required under the pollution control laws of the state of Karnataka. Karnataka Solar Policy has been recently amended in September 20, 2019.

Draft Karnataka Renewable Energy Policy 2016-2022

The Department of Energy, Government of Karnataka has now issued the Draft Karnataka Renewable Energy Policy (2016-2022) (the "2016 Karnataka Policy") for development of all sectors of renewable energy sources including energy conservation and energy efficiency and is valid for a period of 6 years from the date of issue of the government order. However, the government will undertake an evaluation of the policy in the year 2020. The Karnataka Policy follows the earlier policy issued for the period 2009-2014. The 2016 Karnataka Policy is applicable to all renewable energy projects (except solar energy) established in Karnataka during the operative period. This policy also applies to hydropower projects having capacity less than 25 MW. The 2016 Karnataka Policy aims to realize a minimum capacity addition of 6,000 MW during the policy period in a phased manner from various technologies. In terms of the 2016 Karnataka Policy, the government can directly lease the land for development of renewable energy projects to the renewable energy project developer for a period of 30 years. After a period of 30 years, the lease can be extended for five years at a time subject to such conditions as may be imposed by the government. For small hydro projects, KREDL is required to identify potential sites, watershed basin wise (including canal-based projects) and offer these identified sites for the purposes of development.

The Karnataka Electricity Regulatory Commission (Procurement of Energy from Renewable Sources) Regulations, 2011 ("KERC Regulations") specify that every distribution licensee is required to purchase a minimum quantity of electricity from renewable sources of energy expressed as a percentage of its total purchase of electricity during a year. The KERC Regulations grant power to the Karnataka Electricity Regulatory Commission to determine tariff for renewable sources of energy. The latest amendment to the KERC Regulations was notified on November 15, 2018.

The Karnataka Electricity Regulatory Commission (Forecasting, Scheduling, Deviations Settlement and Related Matters for Wind and Solar Generation Sources) 2015 ("KERC DSM Regulations") were notified with an aim to facilitate large scale grid integration of wind and solar projects while maintaining the grid security, reliability and security as envisaged under the grid code through forecasting, scheduling and commercial mechanism for settlement of deviations for wind and solar projects. All wind and solar generating station with installed capacity of 10 MW and above and 5 MW and above respectively fall under the purview of KERC DSM

Regulations. Wind and solar power generators connected to the state grid forecast and schedule their power generation on a week ahead, day ahead and intra-day basis. The schedule by wind and solar generators may be revised by giving advance notice to the relevant State Load Despatch Centre. Depending upon the degree of variation from the schedule provided and actual generation in 15 minutes time block basis wind and solar generators are liable to pay/receive the charges for deviations as per the formula prescribed under the KERC DSM Regulations.

Madhya Pradesh

The New and Renewable Energy Department of the Government of Madhya Pradesh is the nodal agency responsible for implementing various programs and policies of the GoI and the Government of Madhya Pradesh for the renewable energy sector.

The Government of Madhya Pradesh has implemented the Wind Power Project Policy, 2012, as amended by Notification No. 44 dated February 21, 2013 and March 18, 2015 (the "MP Wind Policy"). The MP Wind Policy aims to promote wind energy as an additional and alternative source of energy and to encourage participation of private sector to set up wind power based projects in Madhya Pradesh in order to efficiently tap the wind energy potential of around 5500 MW available in Madhya Pradesh.

Under the MP Wind Policy, the Government of Madhya Pradesh proposes to incentivize development of wind power projects by providing subsidies to distribution companies towards concessional wheeling charges of 4% of the energy injected as against the normal rate of prevailing energy wheeling charges, providing an exemption for 10 years from payment of electricity duty, and by providing an exemption from the payment of VAT and entry tax. Further, no energy cess shall be payable on the power supplied by wind power projects. The wind power projects implemented under the MP Wind Policy will be accorded the status of "industry" and will be eligible for all benefits that accrue to industries under the "Industrial Promotion Policy" of the state of Madhya Pradesh.

The Madhya Pradesh Electricity Regulatory Commission (Forecasting, Scheduling, Deviation Settlement Mechanism and Related Matters of Solar and Wind Generating stations) Regulations, 2018 ("MPERC DSM Regulations") were notified with an aim to facilitate grid integration of wind and solar energy generated in Madhya Pradesh while maintaining grid stability and security as envisaged under the State Grid Code and the Electricity Act, through forecasting, scheduling and a mechanism for the settlement of deviations by wind and solar based generators. All wind generating stations having installed capacity of 10 MW and above and solar generating stations with installed capacity of 5 MW and above fall under the purview of MPERC DSM Regulations. Wind and solar power generators connected to the state grid forecast and schedule their power generation on a day ahead basis. The schedule by wind and solar generators may be revised in accordance with the Grid Code. Depending upon the degree variation of schedule provided and actual generation in 15 minutes time block basis, wind and solar generators are liable to pay/receive the charges for deviations as per the formula prescribed under the MPERC DSM Regulations. The MPERC DSM Regulations were recently amended on September 25, 2019.

The Madhya Pradesh Electricity Regulatory Commission (Co-generation and Generation of Electricity from Renewable Sources of Energy) Regulations, 2010 ("MP Renewable Energy Regulations") prescribe various measures for the promotion of non-conventional sources of energy and the renewable energy purchase obligations of a distribution licensee in the state of Madhya Pradesh ("MP RPO"): (a) Under the MP Renewable Energy Regulations, in each financial year, a minimum percentage of the total purchase of electricity by (*inter* alia) DISCOMS is required to be from renewable energy sources. The MP RPO obligation has been increased in FY 2019-20 to 4%, in FY 2020-21 to 6% and in FY 2021-22 to 8%.; (b) A DISCOMS will be permitted to meet its RPO targets by purchasing RECs from the appropriate agency designated by the CERC. If a DISCOMS fails to meet these targets during any financial year by way of purchase of renewable energy and RECs, the MPERC would direct the DISCOMS to deposit into a separate fund, to be created and maintained by the DISCOMS, such amount as the MPERC may determine on the basis of the shortfall in units of RPO and the forbearance price decided by the CERC. The fund so created shall be utilised, with the approval of and as may be directed by the MPERC, partly for the purchase of RECs and partly for the development of transmission infrastructure for evacuation of power generating stations based on from renewable energy sources.

Andhra Pradesh

The New and Renewable Energy Development Corporation of Andhra Pradesh Limited is the agency responsible for promoting and developing renewable energy in the state of Andhra Pradesh. The Government of

Andhra Pradesh has issued the Andhra Pradesh Wind Power Policy, 2018 ("AP Wind Policy 2018"). The AP Wind Policy 2018 seeks to achieve capacity addition through wind power in next five years in Andhra Pradesh. The main objectives of the AP Wind Policy 2018 are to encourage and develop wind power energy generation in Andhra Pradesh in order to garner investments for setting up manufacturing facilities and attract private investment for establishment of large wind power projects. The AP Wind Policy 2018 will remain applicable for forthcoming five years, and wind power projects commissioned under the AP Wind Policy 2018 will be eligible for incentives for a period of 10 years from the date of commissioning. All registered companies, joint ventures, central and state power generation or distribution companies and wind power developers will be eligible for setting up of wind power projects under the AP Wind Policy 2018. Under the AP Wind Policy 2018, the government of Andhra Pradesh proposes to incentivize development of wind power projects by providing an exemption from paying the transmission and distribution charges only for wheeling of power generated from wind power projects to the nearest central transmission utility via state transmission utility network for inter-state wheeling of power subject to the consent of Andhra Pradesh Electricity Regulatory Commission ("APERC"), permitting the banking of 100% of energy during the entire year subject to certain conditions, providing intra-state open access clearance for the whole tenure of the project or 25 years whichever is earlier.

The APERC-Renewable Power Purchase Obligation (Compliance by Purchase of Renewable Energy/ Renewable Energy Certificates) Regulation, 2012 ("RPO Regulation") regulates the RPOs of the distribution companies, captive consumers and third parties. The RPO Regulation requires every DISCOM and open access consumer to purchase not less than 5% of its total consumption of energy during each of years from 2012 to 2017 (commencing on April 1 and ending on March 31 of each year) and purchase of RECs issued under the CERC (Terms and Conditions of Recognition and Issue of Renewable Energy Certificates for Renewable Energy Generation) Regulations, 2010 are also treated as fulfillment of RPO. Distribution companies can also purchase renewable energy from another DISCOM in the state to fulfill their RPO.

The APERC-Renewable Power Purchase Obligation (Compliance by purchase of Renewable Energy/ Renewable Energy Certificates) Regulation, 2017 ("RPO Regulation 2017") regulates the RPOs of the distribution companies, captive consumers and third party. The RPO Regulation 2017 repeal the RPO Regulation. The RPO Regulation 2017 requires every distribution licensee and open access consumer to purchase such percentage of its total consumption of energy as specified (separately for solar and non-solar sources) in the RPO Regulation 2017 during each of financial years from 2017-2018 to 2021-2022. This obligation will be on total consumption of electricity by an obligated entity, excluding consumption met from hydro sources of power other than mini hydel sources of power. Purchases of RECs issued under the CERC (Terms and Conditions for Recognition and Issue of Renewable Energy Certificates for Renewable Energy Generation) Regulation, 2010 is also treated as fulfilment of RPO. A distribution licensee can also purchase renewable energy from another distribution licensee in the state to fulfill their RPO.

The Andhra Pradesh Electricity Regulatory Commission Forecasting, Scheduling and Deviation Settlement of Solar and Wind Generation Regulations, 2017 (the "AP F&S Regulations") apply to every wind and solar energy generator in Andhra Pradesh connected to the transmission network of the Transmission Corporation of Andhra Pradesh and/or the distribution network of the DISCOMs (including those connected through pooling stations) and supplying power to DISCOMs or to third parties through open access or for captive consumption through open access, and selling power within or outside the state. Solar and wind energy generators, whether themselves or through a qualified co-ordinating agency, are required to provide to the state load dispatch centres ("SLDC") a day-ahead and week-ahead schedule for each generating station or pooling substation, as applicable. In order to prepare such schedules, the qualified co-ordinating agency may either adopt the forecast of the SLDC or, at its option, rely on its own forecast. For shortfall in generation and excess generation as against the schedule provided to the SLDC, deviation charges as set out in the AP F&S Regulations are required to be paid.

Gujarat

Until June 30, 2012, wind power projects in Gujarat were governed by the Gujarat Wind Power Policy 2007, as amended from time to time ("Gujarat Wind Policy 2007"). The Gujarat Wind Policy 2007 was superseded by the Gujarat Wind Power Policy 2013, which was in force from July 25, 2013 until August 1, 2016 (the "Gujarat Wind Policy 2013"). Thereafter, the Gujarat Wind Power Policy 2016 was notified on August 2, 2016, and will remain in force until June 30, 2021 (the "Gujarat Wind Policy 2016") (The Gujarat Wind Policy 2007, the Gujarat Wind Policy 2013 and the Gujarat Wind Policy 2016 are together, the "Gujarat Wind Policies"). The aim of the Gujarat Wind Policies has been to promote generation of power from clean and green sources of energy and to entail a more conducive investment framework in order to encourage more private sector participation for development of wind power projects. The Gujarat Energy Development Agency ("GEDA") is the nodal agency for implementation of the Gujarat Wind Power Policies. Under the Gujarat Wind Policy 2016, wind projects installed and commissioned during the operative period shall become eligible for the benefits and incentives declared under the policy for a period of 25 years from their date of commissioning or for the lifespan of the projects, whichever is earlier. Wind Turbine Generators ("WTGs") may be set up at sites notified by GEDA or at sites identified by any nodal agency or the developer of the project within the state of Gujarat. The Gujarat Wind Power Policy 2016 imposes an obligation on every distribution licensee to purchase electricity from renewable sources in accordance with the relevant Gujarat Electricity Regulatory Commission ("GERC") orders. The Gujarat Wind Policy 2016 provides certain exemptions for electricity generated and consumed from a wind power project for self-consumption or sale to a third party within Gujarat such as from payment of electricity duty. Further, an exemption from demand cut to the extent of 50% of the installed capacity of WTGs in case of captive use and third-party sale is also available under the Gujarat Wind Policy 2016.

Under the Gujarat Electricity Regulatory Commission (Procurement of Energy from Renewable Sources) Regulations, 2010 (the "Gujarat RPO Regulations"), in each financial year, a minimum percentage of the total purchase of electricity by (*inter alia*) DISCOMs is required to be from renewable energy sources. Under the Gujarat RPO Regulations, a DISCOM will be permitted to meet its RPO targets by purchasing RECs from the appropriate agency designated by the CERC. If a DISCOM fails to meet these targets during any financial year by way of purchase of renewable energy and RECs, the GERC may direct the DISCOM to deposit into a separate fund, to be created and maintained by the DISCOM, such amount as the GERC may determine on the basis of the shortfall in units of RPO and the forbearance price decided by the CERC. The fund so created shall be utilised, with the approval of and as may be directed by the GERC, partly for the purchase of RECs and partly for the development of transmission infrastructure for evacuation of power from renewable energy sources. Failure to deposit such amount as directed by GERC within 15 days of the communication of such direction would be a breach of the license conditions. The Gujarat RPO Regulations were amended on April 21, 2018 and a draft for the third amendment to the RPO Regulations has been issued by GERC.

The Gujarat Electricity Regulatory Commission (Forecasting, Scheduling, Deviation Settlement and Related Matters for Solar and Wind Generation Sources) Regulations, 2019 (the "Gujarat F&S Regulations") apply to every wind and solar power generator having combined installed capacity of 1 MW and above and connected to the state grid, whether independently or through pooling substations, and generating power whether for self-consumption or for sale within or outside the state. The generators or any Qualified Coordinating Agency ("QCA") appointed on its behalf is required to provide to the SLDC a day-ahead and a week-ahead schedule for each generating station or, as applicable (on a generator-centric basis) each pooling substation. To prepare such schedules, the QCA or the generator (as applicable) may either adopt the forecast of the SLDC or, at its option, rely on its own forecast. For shortfall in generation and excess generation as against the schedule provided to the SLDC, deviation charges as set out in the Gujarat F&S Regulations are required to be paid.

Environmental Laws

The Central Pollution Control Board of India ("CPCB"), a statutory organization established in 1974 under the Ministry of Environment, Forest and Climate Change ("MoEF&CC"), is responsible for setting the standards for maintenance of clean air and water and providing technical services to the MoEF&CC.

CPCB has classified industrial sectors under the red, orange, green and white categories. The newly introduced white category pertains to those industrial sectors which are practically non-polluting, including solar power generation through photovoltaic cells, wind power projects of all capacities and mini hydroelectric power. In relation to the white category of industries, only intimation to the relevant State Pollution Control Board ("SPCB") is required, and there is no requirement to obtain a consent to operate for this category.

National Action Plan on Climate Change

The National Action Plan on Climate Change (the "NAPCC") issued by the GoI in 2008 has recommended that the national renewable energy generation standard be set at 5% of total grid purchase and that it be increased by 1% each year for 10 years, with the option for the SERCs to set higher minimum percentages than 5%, to ensure that by 2020, 15% of the total power capacity is generated from renewable energy sources. NAPCC also recommends imposition of penalty under the Electricity Act in case of utilities falling short to meet their RPOs.

National Wind Mission

In order to boost electricity generation from on-shore and off-shore wind sources, ensure certainty for stakeholders and capacity building, the MNRE has formulated the National Wind Mission, which provides for, *inter alia*, single window clearance for wind energy projects, land allocation mechanisms, tariff and financing mechanisms.

Other Regulations

For a summary of regulations governing the issuance and subscription to the NCDs, see "*Indian Government Filings and Approvals*".

DIRECTORS AND SENIOR MANAGEMENT

Board of Directors

The Board of Directors of the Company is responsible for the management and administration of the Company's affairs, and the Board of Directors (and any committee which it appoints) is vested with all of the powers of the Company. The Company has eight directors.

The following table sets forth certain details of the directors of the Company:

Name	Age	Position	Date Appointed
Sumant Sinha	54	Chairman and Managing Director	January 19, 2011
Michael Specht Bruun	38	Non-Executive Director	December 25, 2018
Ram Charan	79	Independent Director	March 20, 2018
Tantra Narayan Thakur	70	Independent Director	July 10, 2019
Mujeeb Ur Rehman Qazi	48	Non-Executive Director	May 17, 2019
Satoshi Yajima	53	Non-Executive Director	June 8, 2020
Anuj Girotra	45	Non-Executive Director	August 6, 2020
Vanitha Narayanan	61	Independent Director	October 1, 2020

Except Suman Sinha, Tantra Narayan Thakur and Anuj Girotra, all the directors are foreign nationals.

Brief Profile of the Directors

Sumant Sinha, aged 54 years, is the Chairman and Managing Director of the Company. He holds a bachelor's degree in civil engineering from the Indian Institute of Technology, Delhi, a post-graduate diploma in management from the Indian Institute of Management, Calcutta and a master's degree in International Affairs from Columbia University. He is also a CFA charter holder and a member of the Institute. He worked as an investment banker in the United States and the United Kingdom at Citicorp Securities and ING Barings Services Limited, respectively, before returning to India as Senior President, Finance, of the Aditya Birla Group and subsequently as the Chief Executive Officer of Aditya Birla Retail. Subsequent to this, he joined Suzlon in 2008 and served as the Chief Operating Officer until 2010. In 2017, he held the office of Chairman of the Confederation of Indian Industry ("CII")—Northern Region and has previously been the Chairman of CII's Renewable Energy Committee as well as CII's Solar Task Force. He is also on the advisory board of Columbia University's School of International and Public Affairs. He has recently been appointed to the Board of Governors of the Indian Institute of Management, Calcutta and the Indian Institute of Management, Sirmaur. He has won many awards including the "EY Entrepreneur of the Year, 2017" in the Energy, Real Estate and Infrastructure category. He was recognized as the "Industry Crusader" at Renewable Energy India Awards 2017 as well as the "Torch Bearer of the Year" at the India Solar Week Leadership Awards 2017. He was also the recipient of the prestigious "Renewable Energy Leader of the Year" award at the National Awards for Excellence in Renewable Energy in July 2015 and the "Global Excellence Award—2015 in Renewable Energy" by the Energy and Environment Foundation in August 2015. Recently, he also received the Entrepreneur India Magazine's "Entrepreneur of the Year, 2019" award, the Economic Times' "Entrepreneur of the Year, 2018" award, and IIT Delhi's "Distinguished Alumni Awards 2018".

Michael Specht Bruun, aged 38 years, is a Non-Executive Director of the Company, nominated by GSW. He holds a bachelor's degree in economics from the University of Copenhagen and master's degree in economics from University of Copenhagen and Cornell University. He joined Goldman Sachs in 2004 and is currently working as a partner in the investment banking division of Goldman Sachs in London.

Ram Charan, aged 79 years, is an Independent Director of the Company, appointed with effect from March 20, 2018. He holds a master's degree in business administration from Harvard Business School. He is a renowned author and adviser to various global companies. He has authored and co-authored many books on corporate governance, leadership and strategy.

Mujeeb Ur Rehman Qazi, aged 48, is a Non-Executive Director of the Company, appointed with effect from May 17, 2019. He holds an MBA in Finance (with distinction) from the Wharton School of the University of Pennsylvania, where he graduated as a Palmer Scholar. He also holds a bachelor's degree in accounting from the University of Virginia and has passed the CPA Examination in the State of Virginia. He has over 15 years of experience and is the head of energy infrastructure for the infrastructure division of the Abu Dhabi Investment

Authority ("ADIA"), where he is responsible for developing and implementing the investment strategy for the energy infrastructure business globally. Prior to joining ADIA, Mr. Qazi was the vice-president of mergers and acquisitions at Spectra Energy Corp. where he led the acquisition efforts in the natural gas, oil and liquids midstream sectors. Previously, he has also worked as a director at Deutsche Bank's mergers and acquisitions group, where he headed the North American power & utilities sector. He has also served as director in Credit Suisse's energy M&A group and has also spent three years at KPMG where he had various roles in the accounting and tax groups.

Tantra Narayan Thakur, aged 70 years, is an Independent Director of the Company, appointed with effect from July 10, 2019. He is a former member of the civil service in India, has more than 40 years of experience with the government as well as private global companies in India and South Asia. He is serving as a non-executive member of the board of directors of several companies, including AD Hydro Power Limited, Malana Power Limited and Utkarsh Small Finance Bank. He has previously served as a member on the board of directors of InfraCo Asia Development Pte Ltd, Singapore for many years. During 2012-2015, he was an advisor for Fortum India (a subsidiary of Fortum), TAQA India Limited (a subsidiary of Abu Dhabi based energy and water authority) and for the Essar Group. Mr. Thakur was a member of the management board of TERI University and the Faculty of Management Services of Delhi University. He was member of the Advisory Board of TERI for a number of years and was a member of the Finance Committee of Jawahar Lal Nehru University (JNU). He was involved in the setting up of the first power exchange in India and has worked as a director of finance and financial operations of Power Finance Corporation (PFC) India. He was deputed to UNHCR, Geneva for performance audit on behalf of UN Board of Auditors. He served as member of the Prime Minister's Task Force (headed by Dr. C. Rangarajan) on the socio economic development of Jammu and Kashmir. He holds a bachelor's degree in engineering and has held positions of chairman and managing director, PTC India Limited, chairman and managing director, PTC India Financial Services Limited, director, finance and financial operations, Power Finance Corporation Limited and secretary to the Chief Minister of Bihar.

Satoshi Yajima, aged 53 years, is a Non-Executive Director of the Parent Company nominated by JERA. He holds a bachelor's degree of electrical engineering from Waseda University Japan. He has been working with JERA since 2016 and he is currently responsible for business development of global renewable projects and international thermal IPP power projects as Senior Operating Officer at Business Development Department at JERA's HQ in Tokyo. He has over 30 years of experience in development and management of international and domestic power project and has previously served at Marubeni, Enron, TEPCO (Tokyo Electric Power Company).

Anuj Girotra, aged 45 years, is a Non-Executive Director of the Company, nominated by CPPIB. He is the Head of Active Fundamental Equities & Relationship Investments for India at CPP Investments. Prior to joining CPP Investments in 2020, Anuj spent 12 years at Capital Group where Anuj was a Global Partner in the Private Markets business. His key responsibilities included origination of investment opportunities in India's leading private companies in education, healthcare, information technology services, and financial services. Previously, Anuj has also worked at ABN Amro Bank, where he co-headed the Asia Special Situations group with the mandate to invest in several mid-cap companies across emerging markets. Mr. Anuj is an MBA in International Finance from XLRI Business School, India and an Electronics Instrumentation engineering gold medalist from Delhi Institute of Technology, India.

Ms. Vanitha Narayanan, aged 61 years, is a Woman Independent Director of the Company, appointed with effect from October 1, 2020. She is a senior technology leader with over three decades of experience and served as the Managing Director of IBM-Verizon, IBM's largest telecommunications client in the U.S. Prior to joining IBM-Verizon, she has served as the Chairman of IBM India. She has also worked as the Managing Director of IBM India Private Limited and regional General Manager of IBM India / South Asia. She joined IBM in the US in 1987 and has been serving in leadership roles since 2009. She was a part of the IBM's ISA business, serving in various roles as the Vice President of sales and distribution and the Managing Partner for Global Business Services (GBS). She has also served as the Vice President of Communications sector, Asia Pacific, and the Global Vice President for IBM's telecom solutions and partnerships.

The role of the Board of Directors of the Company and its functions, responsibility and accountability are defined in the Company's constitution and any directions given by special resolutions (as defined in the Company's Constitution) passed in shareholders' meetings from time to time. In addition to its primary role of monitoring corporate performance, the functions of the Board include:

- reviewing and approving potential acquisitions;

- reviewing and approving major capital expenditure items;
- reviewing and approving financing matters;
- monitoring the Company's exposure to key business risks;
- reviewing the strategic direction of the Company;
- reviewing and approving the annual budgets of the Company as well as the progress against those budgets; and
- generally managing the business of the Company.

Shareholding of Directors

The shareholding of the directors in the Company is set forth below:

Director	Number of Equity Shares	Percentage Shareholding on a Fully Diluted Basis
Sumant Sinha	100	Negligible

Committees

The Company's Board committees include the following:

Audit Committee

The members of the Audit Committee are:

Name and Designation of Director	Committee Designation
Tantra Narayan Thakur (Independent Director)	Chairman
Anuj Girotra (Non-executive Director)	Member

Mujeeb Ur Rehman Qazi (Non-executive Director) and Michael Specht Bruun (Non-executive Director) were appointed as observers on the Audit Committee pursuant to resolutions passed by the Board on January 9, 2020 and March 12, 2020, respectively. The terms of reference of the Audit Committee include the following:

- Reviewing the financial statements and auditor's report thereon before submission to the Board for approval;
- Recommending to the Board, the appointment, re-appointment, remuneration, and terms of appointment of auditors;
- Reviewing and monitoring the auditor's independence and performance and the effectiveness of the audit process;
- Evaluation of internal financial controls, adequacy of the internal control systems and risk management systems;
- Reviewing, with the management, the performance of statutory and internal auditors;
- Monitoring of the vigil mechanism policy of the Company; and
- Performing such other duties and functions as the Board may require the Audit Committee to undertake.

The Company Secretary acts as the secretary to the Audit Committee.

Compensation Committee

The members of the Compensation Committee are:

Name and Designation of Director	Committee Designation
Ram Charan (Independent Director)	Member
Michael Specht Bruun (Non-executive Director)	Member
Mujeeb Ur Rehman Qazi (Non-executive Director)	Member
Anuj Girotra (Non-executive Director)	Member

The terms of reference of the Compensation Committee include the following:

- Formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the Board a policy, relating to the remuneration of the Directors, key managerial personnel and other employees;
- Formulation of the criteria for the evaluation of Independent Directors and the Board;
- Devising a policy on Board diversity;
- Identifying persons who are qualified to become directors or who may be appointed as senior management or key managerial personnel in accordance with the criteria laid down, recommend to the Board their appointment and removal;
- Evaluation of every Director's performance and determine whether to extend or continue the term of appointment of the Independent Director, on the basis of the report of performance evaluation of Independent Directors;
- Developing a succession plan for the Board and senior management and regularly reviewing the plan;
- Finalizing and recommending various familiarization programs for the Independent Directors;
- Performing such other activities as may be delegated by the Board and/or are statutorily prescribed under any law to be attended to by the Compensation Committee;
- Management, superintendence and administration of the Erstwhile ESOP Plans, 2018 ESOP and any new stock option plan as may be approved by the Board and Shareholders (collectively, the "ESOP Plans"), which will inter alia include the following matters:
    - ○ Criteria for determining the eligible employees and number of options to be granted to eligible employees out of pool of options available under the ESOP Plans;
    - ○ Grant of options, determination of exercise price, allotment of equity shares against exercise of options;
    - ○ Any other matters relating to management, superintendence and administration of ESOP Plans;
    - ○ Perform such functions and duties as are required to be performed under the SEBI ESOP Regulations; and
    - ○ Recommend to the Board any new employee stock option plan for its approval.

Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee comprises:

Name and Designation of Director	Committee Designation
Sumant Sinha (Chairman and Managing Director)	Chairman
Michael Specht Bruun (Non-executive Director)	Member
Anuj Girotra (Non-executive Director)	Member

The terms of reference of the Corporate Social Responsibility Committee include the following:

Scope and terms of reference:

- Formulating and recommending to the Board the corporate social responsibility policy of the Company, including activities to be undertaken by the Company in accordance with Schedule VII of the Companies Act, 2013 and the rules made thereunder;
- Recommending the amount of expenditure to be incurred on CSR activities to be undertaken;

- Monitoring the Corporate Social Responsibility Policy of the Company from time to time; and
- Performing such other duties and functions as the Board may require the Corporate Social Responsibility Committee to undertake.

Key Management

The following table sets forth certain details of the Company's key management:

Name	Age	Position	Date Appointed
Sumant Sinha........................	54	Chairman and Managing Director	January 19, 2011
D. Muthukumaran..................	48	Chief Financial Officer	September 3, 2019
Balram Mehta	49	Chief Operating Officer	December 5, 2011
Ravi Parmeshwar...................	53	Chief Human Resources Officer	July 1, 2016
Sanjay Varghese....................	50	EVP—Solar	October 5, 2017
Vaishali Nigam Sinha............	49	Chief—CSR, Communications and Sustainability Officer	April 25, 2018
Kailash Vaswani	41	President—Corporate Finance	October 1, 2011
Ajay Bhardwaj	58	President—Transmission and Project Management	August 2, 2018
Mayank Bansal	42	President—Strategy and Operations	October 1, 2018
Anil Daulatram Gagvani	53	EVP—Wind	November 2, 2015
Pushkar Prasad......................	54	President—Execution Support	June 17, 2013

Brief Profile of Key Management

Except for Mr. Sumant Sinha whose profile is provided above, a brief profile of the key management is set forth below:

D. Muthukumaran, aged 48 years is the Chief Financial Officer of the Company. Prior to joining the Company, he was the Head of Corporate Finance and Corporate Strategy for the Aditya Birla Group, and CEO of Aditya Birla PE Advisors Private Limited. He was with the Aditya Birla group for 17 years. Prior to joining the Aditya Birla Group, he worked with an investment bank and with one of the big four accounting firms. He has driven M&A deals, raised funds in debt and equity, and specializes in structured finance, leverage buyouts and regulatory and tax structuring. He is a Chartered Accountant, Cost & Works Accountant and completed his Bachelors of Commerce at the University of Madras.

Balram Mehta, aged 49 years, is Chief Operating Officer of the Company and is responsible for development of strategies for the wind business. He also leads the entire Asset Management function and Digital Transformation program (ReD). He holds a bachelor's degree in technology from the Himachal Pradesh University and a master's degree in business administration in operations management from the Indira Gandhi National Open University. He was awarded a gold medal in electrical engineering by the Himachal Pradesh University. He has been associated with the Company since December 5, 2011 and has over 25 years of experience in product and project technical due diligence, commercial and contract negotiations, project execution, operation and maintenance of wind and solar assets. His functions and areas at experience in the Company include development of the strategy for growth of its wind business and identification of potential business partners and analyzing possible opportunities of profitable association with them. Prior to joining the Company, he was associated with CLP Wind Farms (India) Private Limited, Enercon India Limited and DCM Limited.

Ravi Parmeshwar, aged 53 years, is the Chief Human Resource Officer of the Company. He holds a bachelor's degree in textiles from the University of Bombay, a post graduate diploma in personnel management and industrial relations from XLRI, Jamshedpur and a master's degree in business laws from National Law School of India University. He has been associated with the Company since July 1, 2016 and has over 22 years of experience in human resource management. His functions and areas at experience in the Company include human resource management. Prior to joining the Company, he was associated with Cargill India Private Limited, Hewlett-Packard India Software Operation Private Limited, Wipro Systems and ITC Hotels Limited.

Sanjay Varghese, aged 50 years, is EVP and Heads the Solar Business of the Company. He has over 20 years of experience in Infrastructure sector. He joined the Company from Lanco Solar where he held the position of Chief Operating Officer. He worked with Lanco for close to 10 years. He also worked with Indbank Merchant Banking Services Ltd prior to joining Lanco. He holds a B.Tech degree in Metallurgy from IIT Kanpur and a management degree from IIM Ahmedabad.

Kailash Vaswani, aged 41 years, is the President—Corporate Finance of the Company. He has over 18 years of experience in corporate finance and investing and has spent nearly nine years with the Company. He is responsible for all debt and equity raising, he has led the cumulative debt raise in excess of US$4.4 billion for the various projects of the Group and cumulative equity raise of US$1.4 billion from marquee investors such as Goldman Sachs, Canadian Pension Plan Investment Board, Abu Dhabi Investment Authority, Asian Development Bank and Global Environment Fund. Prior to joining the Company, he worked with Corporate Finance and Investments division at Saffron Asset Advisors and Aditya Birla Group. His key strengths include fund raising transaction structuring, negotiations, strategic analysis and corporate finance.

Vaishali Nigam Sinha, aged 49 years, is the Chief—CSR, Communications and Sustainability Officer of the Company. Under the ambit of ReNew India Initiative (RII), Vaishali drives the Company's engagement, corporate social responsibility and sustainability initiatives.

She is a strong advocate of equal participation of women in economic activities and passionate about Climate Change, Women's Entrepreneurship and Leadership. She has been a speaker at international forums like the California Governor's Global Climate Action Summit, Clinton Global Initiative and United Nations Global Compact Network. She is a President's invitee to Columbia World Projects – a high-level forum at Columbia University created to tackle major global challenges. She also serves on the President's Advisory Council at Wellesley College.

Vaishali has a Masters' in Public Policy from Columbia University's School of International and Public Affairs, where she was an American Association of University Women (AAUW) scholar. She is currently pursuing the Owners and Presidents Management Program at Harvard Business School. After a decade on Wall Street and then London as an investment banker, she returned to India, where after several years in banking, she is now a social entrepreneur.

Ajay Bhardwaj, aged 58 years, is the President of Transmission and Project Management of the Company. He has more than 35 years' experience in T&D industry with expertise in power electronics and HVDC and FACTS technologies. He completed Electrical engineering from IIT Roorkee in 1983 and has worked in various capacities in organizations like NTPC, PowerGrid, Alstom, Sterlite Power, Suzlon etc. He has a proven track record of growing and developing businesses in challenging business environments and played a key role in developing private sector participation in power transmission in India as Business head of Sterlite Power. He has worked in different capacities/assignments in more than 25 countries. Prior to joining the Company, he was Chief of the Projects Officer, Suzlon Energy, Pune.

Mayank Bansal, aged 42 years, is the President, Strategy and New Business of the Company. He is responsible for developing and executing the strategy for the Company, and leads the Investment Committee activities across the portfolio. In addition, Mayank oversees business performance and project execution for the Company. Mayank is a seasoned professional with more than 20 years of work experience. He comes with consulting experience of over 16 years with A T Kearney and McKinsey, across wide-ranging verticals like Automotive, Heavy Equipment/Industrial, Metals & Mining, Infrastructure and Consumer Goods. Mayank brings expertise in strategic thinking, implementing large-scale organization transformation and performance improvement.

Anil Gagvani, aged 53 years, is EVP—Wind and Asset Management business of the Company. He has over 33 years of hands-on experience in the renewable energy and petroleum sector. He is responsible for overseeing the operation and maintenance (both outsourced and self-O&M) of assets, delivering revenue within an estimated LPF and budgeted cost, driving safety and quality culture, improving yield, reliability and life cycle of assets by adopting technological solutions and methods, managing regulatory matters, developing and managing supply chain; executing and managing OEM contracts including supplier charge back and driving cost optimisation measures. He has previously worked as the Vice President at Suzlon Energy Limited.

Pushkar Prasad, aged 54 years, is President Execution Support of the Company. He has over 28 years of hands-on experience in operations, human resource management, administration and security. Colonel Pushkar joined ReNew Power from Wigan & Leigh College, a leading education and training organization where he held the position of the Chief Operating Officer. He has served in the Indian Army for over 22 years. Prior to his voluntary retirement, he was the Director, Engineer Staff at Army Headquarters, New Delhi, where he was responsible for training, budgets preparation and allocation of training and contingency funds. He has also commanded a combat engineer regiment and has held several important operational appointments in his army career.

All key management personnel are permanent employees of the Company.

Shareholding of Key Management

Except Sumant Sinha, none of the key management personnel own any shares of the Company. None of the key management personnel owns any shares of the Issuers, except as nominee of the Company.

Bonus or Profit Sharing Plan of the Key Management Personnel

The Company does not have any bonus or profit sharing plan for the key management personnel.

Employee Stock Option Plans

The Company has formulated five ESOP Plans, namely, ReNew 2018 Employee Stock Option Plan (“2018 ESOP”), ReNew 2017 Employee Stock Option Plan, ReNew 2016 Employee Stock Option Plan, ReNew 2014 Employee Stock Option Plan and ReNew 2011 Employee Stock Option Plan, (“ESOP Plans”) pursuant to the approval received from the Board and Shareholders of the Company.

The ESOP Plans have been designed to provide incentives to attract, retain and motivate the employees of the Company and its Subsidiaries whose present and potential contributions are important to the success of the Company, by offering them an opportunity to participate in the Company’s future and also acquire a proprietary interest in the Company by award of stock options.

The 2018 ESOP has consolidated options under all former employee stock option plans formulated by the Company, namely, ReNew 2011 Employee Stock Option Plan, ReNew 2014 Employee Stock Option Plan, ReNew 2016 Employee Stock Option Plan and ReNew 2017 Employee Stock Option Plan (collectively, the “Former ESOP Plans”). Accordingly, under 2018 ESOP, 2,575,500 options are available for grant. All options that have been granted under the Former ESOP Plans shall be vested and can be exercised in the manner set out in the Former ESOP Plans and the letters of grant issued under such Former ESOP Plans.

The Company may grant up to 2,575,500 options to its employees in terms of the 2018 ESOP, in accordance with the procedure specified in the 2018 ESOP from time to time. Pursuant to the terms of the 2018 ESOP, the eligibility of employees to receive options shall be determined in accordance with the criteria specified in the 2018 ESOP from time to time.

PRINCIPAL SHAREHOLDERS

Parent Company

Shareholders

The following table presents information regarding the holders of the Company's outstanding shares.

Name	Percentage of Outstanding Shares (%)
GS Wyvern Holdings Limited	48.62
CPPIB	16.22
ADIA[1]	15.92
JERA	9.06
Global Environment Fund	3.26
Management and Employees	6.93
Total	**100**

Note:

(1) Shares held through Green Rock B 2014 Limited. Green Rock B 2014 Limited is a trustee of Green Stone A 2014 Trust, of which ADIA is the sole beneficiary.

Preference Shares and Convertible Securities

The following table presents information regarding preference shares or convertible securities issued by the Company.

Name of shareholder	Nature of Preference Shares / Convertible Securities	Number of Outstanding Preference Shares / Convertible Securities	Percentage of Outstanding Preference Shares/ Convertible Securities held by the Shareholder
GS Wyvern Holdings Limited	Compulsory Convertible Preference shares	16,395,294	33.33
ADIA[1]	Compulsory Convertible Preference shares	16,318,729	33.18
CPPIB	Compulsory Convertible Preference shares	16,470,588	33.49

Note:

(1) Shares held through Green Rock B 2014 Limited. Green Rock B 2014 Limited is a trustee of Green Stone A 2014 Trust, of which ADIA is the sole beneficiary.

The following table presents information regarding the holders of the Company's outstanding shares on fully diluted basis.

Name	Percentage of Outstanding Shares (%)
GS Wyvern Holdings Limited[1]	44.69
CPPIB[1]	17.35
ADIA[1]	17.07
JERA	7.65
Global Environment Fund	2.75
Management and Employees	10.50
Total	**100**

Note:

(1) Includes CCPS, assuming one CCPS as one equity share.

Restricted Group

The Company directly or indirectly owns 100% of each of the Restricted Group entities, except for ReNew Wind Energy (AP) Private Limited. The following tables set forth the shareholding pattern for ReNew Wind Energy (AP) Private Limited:

Equity shares:

Name	**Number of equity shares**	**Percentage shareholding**
ReNew Power Private Limited	238,999	66.29%
Ajay Bharadwaj (Nominee of ReNew Power Private Limited)	1	0%
JK Cement Limited	8,000	2.22%
Davanam Jewellers Private Limited	4,000	1.11%
Chalet Hotels Limited (Previously known as Genext Hardware & Parks Private Limited)	10,000	2.77%
Ferns Builders and Developers	200	0.06%
Metro Cash and Carry Private Limited	4,000	1.11%
International Hospital Limited	7,200	2.00%
Tata Teleservices Limited	3,000	0.83%
ReNew Wind Energy (Karnataka Five) Pvt Ltd	11,480	3.18%
Charisma Hotels Private Limited	2,200	0.61%
JK Tyre & Industries Limited	14,000	3.88%
Ozone Properties Private Limited	50	0.01%
Schneider Electric IT Business India Private Limited	10,000	2.77%
Praxair India Private Limited	41,000	11.37%
TTK Healthcare Limited	3,400	0.94%
Interglobe Hotels Private Limited	3,000	0.83%
Total	**360,530**	**100%**

Preference shares:

Name	**Number of equity shares**	**Percentage shareholding**
ReNew Power Private Limited	11,153,350	100%
Total	**11,153,350**	**100%**

RELATED PARTY TRANSACTIONS

The Group and the Restricted Group enter into transactions with related parties in the ordinary course of their business.

For details of the Group's related party transactions as at and for the years ended March 31, 2018, 2019 and 2020, as per the requirements under IND AS 24 'Related party disclosures' notified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standard) Rules 2015, as amended and as reported, see the Group's audited consolidated financial statements as at and for the years ended March 31, 2018, 2019 and 2020, each included elsewhere in this offering memorandum.

For details of the Restricted Group's related party transactions as at and for the years ended March 31, 2018, 2019 and 2020 and for the three months ended June 30, 2019 and 2020, as per the requirements under IND AS 24 'Related party disclosures' notified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standard) Rules 2015, as amended and the Guidance Note and as reported, see the audited special purpose combined financial statements of the Restricted Group as at and for the years ended March 31, 2018, 2019 and 2020, and the unaudited special purpose interim combined financial statements for the Restricted Group as at and for the three months ended June 30, 2019 and 2020, each included elsewhere in this offering memorandum.

DESCRIPTION OF OTHER INDEBTEDNESS

The following is a summary of the material terms of the principal financing arrangements of the Restricted Group and ReNew Power Private Limited. The following summaries do not purport to describe all of the applicable terms and conditions of such arrangements and are qualified in their entirety by reference to the actual underlying loan agreements and other documentation.

The following table sets forth details of the amounts outstanding with regard to the indebtedness of the Restricted Group.

Description of indebtedness	**Amount outstanding as on June 30, 2020[1]**
Restricted Group Entities	**Fund-based**
ReNew Wind Energy (AP) Private Limited	2,151.62 million
Shruti Power Projects Private Limited	449.54 million
Zemira Renewable Energy Limited	3,081.46 million
ReNew Wind Energy (MP Three) Private Limited	685.06 million
ReNew Wind Energy (Rajasthan Four) Private Limited	606.4 million
ReNew Wind Energy (Maharashtra) Private Limited	827.20 million
Bhumi Prakash Private Limited	889.15 million
Tarun Kiran Bhoomi Private Limited	906.12 million
ReNew Wind Energy (AP 3) Private Limited	1,694.67 million
Bidwal Renewable Private Limited	2,504.94 million
Pugalur Renewable Private Limited	3,240.13 million

Note:

(1) The above amounts do not include lease liability disclosed as a separate line item on the face of the balance sheet of the respective Issuers.

The following table sets forth details of the amounts outstanding with regard to the indebtedness of ReNew Power Private Limited.

Description of indebtedness	**Amount outstanding as on March 31, 2020**		**Amount undrawn as on March 31, 2020**
ReNew Power Private Limited	**Fund-based**	**Non-fund based**	
Facility of Rs. 1,500 million from Hero FinCorp Limited(1)	1,500 million	-	-
Facility of Rs. 1,430 million from Coöperatieve Rabobank U.A	1,349.92 million	-	-
Facility of Rs. 4,750 million from Kotak Mahindra Bank Limited		164.62 million	2,705.37 million
Facility of Rs. 3,800 million from RBL Bank Limited	-	462.49 million	3,337.50 million
Facility of Rs. 13,000 million from YES Bank Limited	3,720 million	-	-
Facility of Rs. 7,500 million from YES Bank Limited		3,981,68 million	3,518.31 million
Facility of Rs. 2,100 million from J.P. Morgan Chase Bank, N.A.	-	-	2,100 million
Facility of Rs. 1,500 million from The Hongkong and Shanghai Banking Corporation Limited	500 million	-	1,000 million
Facility of Rs. 3,500 million from L&T Infrastructure Finance Company Limited(2)	3,000 million		500 million
Facility of Rs. 1,000 million from IDFC Bank Limited	-	1,000 million	-
Facility of Rs. 6,500 million from IndusInd Bank Limited		6,419.97 million	80.02 million
Rs. 2,000 million Non-Convertible Debentures due 2022	2,000 million	-	-
Rs. 3,210 million Non-Convertible Debentures due 2025	3,210 million	-	-
Rs. 1,210 million Non-Convertible Debentures due 2023(3)	1,210 million		
Rs. 10,000 million Non-Convertible Debentures due 2021	5,060 million	-	-
US$300 million—6.45% Senior Secured Notes due 2022	22,658.10 million(4)		
US$450 million—5.875% Senior Secured Notes due 2027	33,987.15 million(4)		

Notes:

(1) The fund-based facility of Rs. 1,500 million availed by ReNew Power Private Limited from Hero FinCorp Limited has been repaid on April 13, 2020.

(2) The facility of Rs. 3,500 million availed by ReNew Power Private Limited from L&T Infrastructure Finance Company Limited was prepaid with a loan availed by ReNew Vayu Urja Private Limited from L&T Infrastructure Finance Company Limited pursuant to the facility agreement dated July 24, 2020. The facility availed by ReNew Vayu Urja Private Limited from L&T Infrastructure Finance Company Limited was subsequently refinanced with a loan availed by ReNew Vayu Urja Private Limited from Power Finance Corporation Limited pursuant to the facility agreement dated July 28, 2020.

(3) 1,210 million Non-Convertible Debentures due 2023 have been redeemed on July 4, 2020.

(4) ECB loans converted at Rs. 75.527 per US$1.00.

Restricted Group's Borrowings

ReNew Wind Energy (AP) Private Limited—Lingasugur Project

Term Loan of Rs. 1,500 million from IFCI Limited

ReNew Wind Energy (AP) Private Limited ("**RWEAPPL**") entered into a short-term loan agreement dated April 10, 2019 with IFCI Limited ("**IFCI**") ("**RWEAPPL STL Agreement**") of Rs. 1,500 million ("**RWEAPPL STL Facility**"). The purpose of availing the loan was to repay the unsecured loans extended by the promoter to RWEAPPL and for investing or lending to companies of the Group. The interest rate for the facility from IFCI as on June 30, 2020 was 10.35% per annum. The RWEAPPL STL Facility is required to be repaid in one bullet instalment at the end of 1 year from the first drawdown date. Pursuant to its letter dated April 24, 2020, IFCI granted a moratorium for the repayment of principal instalment falling due on May 15, 2020 until August 15, 2020. Subsequently, pursuant to its letter dated September 9, 2020, IFCI has granted a moratorium for the repayment of principal instalment falling due on August 15, 2020 until November 15, 2020. As of June 30, 2020, the amount outstanding in relation to the RWEAPPL STL Facility was Rs. 1,230 million.

Certain other terms and conditions of the RWEAPPL STL Facility are:

Security

The RWEAPPL STL Facility is secured by: (a) a first pari-passu charge over all the present and future immovable fixed assets of the 40 MW wind power project in Lingasugur, District Raichur, Karnataka (the "**Lingasugur Project**"); (b) a first pari-passu charge over all present and future movable fixed assets and current assets of the Lingasugur Project including book debts, operating cash flows, receivables, commissions, insurance proceeds of performance warranty, revenues of whatsoever nature, the escrow/trust and retention account, including the interest service reserve account and other reserves account and any other bank account in relation to the Lingasugur Project; (c) a first pari-passu charge over all Lingasugur Project contracts; (d) a pledge over 51% of equity and preference share capital of RWEAPPL; and (e) an interest service reserve equivalent to 1 month of interest service in the form of a fixed deposit or bank guarantee. The obligations of RWEAPPL in relation to the RWEAPPL STL Facility are guaranteed by ReNew Power Private Limited under the deed of guarantee dated April 10, 2019 executed by ReNew Power Private Limited with IFCI.

Financial covenant

RWEAPPL is required to maintain the following financial covenant: Fixed Asset Coverage Ratio (after sharing security with the other lenders of the Lingasugur Project) not less than 1.10.

Other covenants

RWEAPPL has made customary representations and warranties and has also agreed to certain negative covenants, including in relation to obtaining the consent of the IFCI, *inter alia*, to (a) incur any debt other than the existing facilities of: (i) up to Rs. 2,157 million in relation to the Lingasugur Project; and (ii) up to Rs. 679.40 million in relation to the 18 MW wind power project of ReNew Wind Energy (AP) Private Limited in Village Chikodi, District Belgaum, Karnataka, in each case as reduced by any repayments; (b) prepay any debt; (c) undertake any guarantee obligation on behalf of any other person, company or entity; (d) enter into any transaction of consolidation or merger or reorganization or scheme of amalgamation; and (e) change its constitution documents in a manner which is detrimental to the interests of IFCI and inconsistent with undertaking the Lingasugur Project or with any facility documents.

Events of default

In addition to standard events of default (such as payment defaults in relation to RWEAPPL and insolvency events in relation to RWEAPPL and ReNew Power Private Limited); events of default by RWEAPPL under the RWEAPPL STL Agreement include, *inter alia*, the following events: (a) any change in the ownership or management of RWEAPPL which in the reasonable opinion of the IFCI would prejudicially affect the interest of IFCI or alteration of capital structure of RWEAPPL or dilution of the existing beneficial holding of ReNew Power Private Limited in RWEAPPL without the approval of IFCI; (b) cross default or cross acceleration of RWEAPPL i.e. default in payment of amounts due or in performance of any other covenants or agreement by RWEAPPL in respect of the financial assistance availed by it; (c) material adverse change in respect of RWEAPPL or ReNew Power Private Limited; and (d) any credit rating of RWEAPPL or ReNew Power Private Limited being downgraded by more than two notches during the tenure of the RWEAPPL STL Facility.

Voluntary Prepayment

RWEAPPL may prepay the RWEAPPL STL Facility with notice of 7 days, subject to payment of a premium of Rs. 0.50 million plus applicable taxes.

Mandatory Prepayment

RWEAPPL is required to mandatorily prepay the facilities in the following events: (a) if it is unlawful or will become unlawful for IFCI to fund or maintain the RWEAPPL STL Facility or for RWEAPPL to perform or comply with its obligations in respect of the RWEAPPL STL Facility, in which event IFCI may cancel the RWEAPPL STL Facility and require RWEAPPL to repay the RWEAPPL STL Facility with 60 days' notice; and (b) if ReNew Power Private Limited fails to hold 51% of the shares of RWEAPPL with voting rights and ceases to control RWEAPPL, in which event the RWEAPPL STL Facility is required to be mandatorily prepaid with prepayment premium.

Default/Penal Interest

If RWEAPPL defaults in payment of principal or interest, the defaulted amount shall carry an interest at the rate of 3% per annum above the existing interest rate.

Rupee Term Loan of Rs.400 million from Saraswat Co-operative Bank Limited

ReNew Wind Energy (AP) Private Limited ("**RWEAPPL**") entered into a facility agreement dated February 20, 2019 ("**RWEAPPL Saraswat Facility Agreement**") with Saraswat Co-operative Bank Limited ("**Saraswat Bank**") and SBICAP Trustee Company Limited, for a rupee term loan facility of Rs. 400 million ("**RWEAPPL Saraswat Facility**"). The purpose of availing the loan was to repay the unsecured loans extended by the promoter or the companies of the Group to RWEAPPL, which were used for project purposes. The interest rate payable for the RWEAPPL Saraswat Facility as on June 30, 2020 was 10.50%. The RWEAPPL Saraswat Facility is required to be repaid in 48 quarterly structured instalments commencing from March 31, 2019 payable till December 31, 2030. As of June 30, 2020, the amount outstanding (fund-based) in relation to the RWEAPPL Saraswat Facility was Rs. 349.60 million.

Certain other terms and conditions of the RWEAPPL Saraswat Facility are:

Security

The RWEAPPL Saraswat Facility is secured by: (a) a first pari-passu charge/mortgage over all the immovable properties and assets of RWEAPPL, both present and future, together with all building and structures together with all appurtenances on land parcels at villages Chikahesarur, Khota, Hirehesarur, Amravathi, Basapur, Lingasugur Taluk, Raichur District in the state of Karnataka; (b) a first pari-passu charge over all: (i) the tangible movable assets, including moveable plant and machinery, machinery spares, equipment, tools and accessories, furniture, fixtures, vehicles and all other movable assets wherever situated; (ii) current assets, including but not limited to, book debts, operating cash flows, receivables, commissions, revenue of whatsoever nature and wherever arising; (iii) bank accounts of RWEAPPL, including the trust and retention account, the sub accounts, the DSRA or any account created for any reserves to be created and maintained in accordance with the financing documents and all funds from time to time deposited therein, the receivables and all permitted investments or other securities representing all amounts credited to the trust and retention account, any letter of credit and other reserves of RWEAPPL; and (iv) intangible assets of RWEAAPL, including but not limited to, goodwill, intellectual property rights and uncalled capital, both present and future each case in relation to the Lingasugur Project; (c) assignment or charge over all rights, tittles, interest, benefits, claims and demands whatsoever of RWEAPPL in: (i) the project documents/contracts, (ii) clearances; (iii) the contracts (including but not limited to construction contracts, operation and maintenance contracts, land use agreements, service contracts, guarantees under the contracts, PPAs, a letter of credit or such other security to be provided by the procurer of power under the terms of PPAs), guarantee including contract guarantee, letters of credit, liquidated damages, performance bond, corporate guarantee and bank guarantee provided to RWEAPPL by any party under any of the project documents; and (iv) the insurance contracts and insurance proceeds, in relation to the Lingasugur Project; and (d) a pledge of 51% equity shares and 100% of preference shares of RWEAPPL, both present and future. The obligations of RWEAPPL in relation to the Saraswat Facility are guaranteed by ReNew Power Private Limited until the security is created and perfected and the required debt service reserve has been built up, under the deed of guarantee dated February 20, 2019 executed by ReNew Power Private Limited and SBICAP Trustee Company Limited.

Financial covenants

RWEAPPL is required to maintain the following financial covenants:

(a) A debt service reserve equivalent to 2 quarters of principal and interest payment; and

(b) Debt to equity ratio shall not exceed 3:1.

Other covenants

RWEAPPL has made customary representations and warranties and has also agreed to certain negative covenants, including in relation to obtaining the consent of the Saraswat Bank, *inter alia*, to: (a) acquire any assets of, shares of similar interest in any person; (b) enter into any transaction of consolidation or merger or reorganization or scheme of amalgamation; (c) change its constitution documents in a manner which is detrimental to the interests of Saraswat Bank; (d) cancel, terminate or amend or waive any term of the project documents; (e) make investments, grant loans or accept deposits from the public; and (f) incur any contractual obligations including guarantee obligation on behalf of any person.

Events of default

In addition to standard events of default, events of default by RWEAPPL under the RWEAPPL Saraswat Facility include, *inter alia*, the following events: (a) breach by a contractor under the project documents; (b) the financial indebtedness of RWEAPPL or ReNew Power Private Limited not being paid when due, declared to be due or payable prior to its maturity, cancelled or suspended, or an actual or potential event of default occurs in respect of such financial indebtedness; (c) a receiver, custodian or liquidator is appointed or attachment or restrain is levied in respect of the assets of RWEAPPL or ReNew Power Private Limited; (d) an event which has or could have a material adverse effect occurs; (e) deterioration in the credit rating of RWEAPPL below investment grade; and (f) occurrence of any event of force majeure affecting the Lingasugur Project.

Voluntary Prepayment

RWEAPPL is restricted from prepaying all or any portion of the RWEAPPL Saraswat Facility unless required by Saraswat Bank. RWEAPPL is required to pay a prepayment premium at the rate of 2% on the prepayment of the loan except where the prepayment is not made from RWEAPPL's own funds or cash generated from its business.

Mandatory Prepayment

RWEAPPL is required to mandatorily prepay the facilities on the occurrence of the following events: (a) Saraswat Bank has the right to put the outstanding amount of the RWEAPPL Saraswat Facility to RWEAPPL after 8 years from the initial drawdown in which case RWEAPPL shall mandatorily prepay the RWEAPPL Saraswat Facility without payment of any prepayment premium within 60 days of the receipt of the put option notice; and (b) the RWEAPPL Saraswat Facility is to be prepaid on account of any illegality in respect of compliance by Saraswat Bank with its obligations without any prepayment premium.

Default/Penal Interest

Liquidated damages at the rate of 2% over the applicable interest rate are payable for any payment default or failure or delays in submitting the required bank statements and annual reports.

ReNew Wind Energy (AP) Private Limited—Chikodi Project

Facility of Rs.951 million from State Bank of India and Saraswat Co-operative Bank Limited

ReNew Wind Energy (AP) Private Limited ("**RWEAPPL**") entered into a facility agreement dated January 21, 2014 ("**RWEAPPL Chikodi Facility Agreement**") with State Bank of India ("**SBI**") and YES Bank Limited ("**YBL**"), SBI as the facility agent and SBICAP Trustee Company Limited ("**SBICAP**") as the security trustee, in relation to the 18 MW wind power project at Chikodi, District Belgaum, Karnataka (the "**Chikodi Project**"), for a rupee term loan facility of Rs. 951 million (Rs. 451 million sanctioned by YBL and

Rs. 500 million sanctioned by SBI) ("**RWEAPPL Chikodi Facility**"). The RWEAPPL Chikodi Facility Agreement was amended by an amendment, assignment and transfer agreement dated March 24, 2015 among SBI, Saraswat Co-Operative Bank ("**Saraswat Bank**") and YBL as the lenders, SBI as the facility agent and SBICAP as the security trustee under which the then entire commitment and outstanding of YBL (Rs. 420 million) was transferred and assigned to Saraswat Bank (the "**RWEAPPL Chikodi Amendment Agreement**"), and SBI and Saraswat Bank collectively referred as "**Lenders**"). The purpose of availing the loan was to make payments (i) under the engineering, procurement and construction contracts; (ii) for procurement of land; (iii) to Kotak Mahindra Bank Limited in respect of amounts due to Kotak Mahindra Bank Limited from RWEAPPL under the letters of credit issued by Kotak Mahindra Bank Limited; and (iv) to reimburse the excess amounts (i.e. amounts infused by ReNew Power Private Limited as on the initial disbursement date other than pursuant to obligations under the sponsor support undertaking) to ReNew Power Private Limited subject to maintenance of the debt service reserve and the approval of the facility agent. The interest rate for the facility from SBI as on June 30, 2020 was 9.45% per annum; and the interest rate for the facility from Saraswat Bank as on June 30, 2020 was 9.95% per annum. RWEAPPL is required to repay the loan in 52 quarterly unequal structured instalments commencing from March 31, 2014. As of June 30, 2020, the amount outstanding (fund-based) in relation to the RWEAPPL Chikodi Facility was Rs. 572.02 million.

Certain other terms and conditions of the RWEAPPL Chikodi Facility are:

Security

The RWEAPPL Chikodi Facility is secured by: (a) a first charge, by way of mortgage on all immovable properties of RWEAPPL, both present and future on or prior to March 31, 2014; (b) a first charge on all tangible moveable assets, including moveable assets, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, all accounts and other bank accounts and all funds from time to time deposited therein, including the fixed deposit and all funds arising from the Chikodi Project, the Chikodi Project proceeds and all permitted investments or other securities, current assets, revenues and receivables, book debts, operating cash flows, commissions, revenues and cash and intangibles assets, in each case of RWEAPPL, both present and future on or prior to the first disbursement; (c) a first charge/ assignment by way of security, over all rights, title, interests, benefits, claims and demands whatsoever of RWEAPPL in the Chikodi Project document (including the insurance contract), clearances and any letter of credit, guarantee (including contractor guarantees) and liquidated damages (including contractual damages) and performance bond provided by any project participants on or prior to March 31, 2014; (d) a pledge over a minimum of 51% of the total issued and paid up equity share capital of RWEAPPL on or prior to the first disbursement; (e) a pledge aggregating to 100% of the total issued and paid up preference share capital of the RWEAPPL until the pledge reduction date and 51% of the total issued and paid up preference share capital of RWEAPPL thereafter to be created on or prior to the first disbursement; (f) a lien, on the fixed deposit (of the higher of Rs. 12.65 million and the true market value of the project site land), until the primary security perfection date on or prior to the first disbursement; and (g) a general lien and set-off, a demand promissory note and letter of continuity are also required to be provided to each Lender. The obligations of RWEAPPL in relation to the Chikodi Facility are guaranteed by ReNew Power Private Limited under the deed of guarantee dated January 31, 2014 in favour of the facility agent guaranteeing the payment and performance obligations of RWEAPPL and agreeing to indemnify the Lenders against any failure by RWEAPPL to perform its obligations or account of the guarantee being unenforceable.

Financial covenants

RWEAPPL is required to maintain financial covenants including, *inter alia*:

(a) DSCR: not less than 1.35;

(b) Debt to equity ratio: not exceeding 3:1;

(c) Debt service reserve equivalent to the next 6 months of interest, principal and other obligations;

(d) Current Ratio of 4.28 for FY 2020-2021;

(e) Total Debt Gearing of 0.88 for FY 2020-2021;

(f) Interest Coverage Ratio of 2.73 for FY 2020-2021; and

(g) Security Margin of 29% for FY 2020-2021.

Other covenants

RWEAPPL has made customary representations and warranties and has also agreed to negative covenants, including in relation to obtaining the consent of the Lenders, *inter alia*, to: (a) amendments to the constitutional documents of RWEAPPL; (b) making any drastic change in the management set-up of RWEAPPL; (c) change in the shareholding structure or capital structure of RWEAPPL; (d) merger, consolidation, reconstruction, reorganisation, takeover, amalgamation, compromise or similar arrangements; (e) sale, transfer, disposal or mortgage of any assets other than those which are uneconomic, obsolete or at the end of their useful life and which are replaced with assets of equal or greater value or utility; (f) acquiring any securities or assets of any person; (g) lending or advancing money to any person or guarantee the obligations or any person; (h) creating any encumbrance other than as permitted under RWEAPPL Chikodi Facility; (i) incurring any debt other than as permitted under the RWEAPPL Chikodi Facility; and (j) amend, terminate, suspend or waiver any default under a Chikodi Project document.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events in relation to ReNew Power Private Limited), events of default by RWEAPPL include, *inter alia*, the following events: (a) a default or failure by any Chikodi Project participant or RWEAPPL to fulfil its obligations under any Chikodi Project document, or an event of default under such document; (b) RWEAPPL or ReNew Power Private Limited defaults in payment either of principal, or interest or any other money due or payable on any of its financial indebtedness (whether by scheduled maturity, required prepayment, accelerations, demand or otherwise); (c) RWEAPPL or ReNew Power Private Limited fails to pay its debt when due or admits its inability to pay its debts; (d) any event(s) which is likely to have a material adverse effect occurs; (e) occurrence of any event of force majeure affecting the Chikodi Project or suspension of operations of the Chikodi Project; and (f) if any person (other than ReNew Power Private Limited), acting singularly or with any other person (either directly or indirectly), acquires control of RWEAPPL, without the approval of the facility agent.

Prepayment

The RWEAPPL Chikodi Facility may be prepaid with notice of 30 days subject to payment of a prepayment premium of 2% of the amount being prepaid.

Mandatory Prepayment

RWEAPPL shall mandatorily prepay the RWEAPPL Chikodi Facility on the receipt of funds arising out of the following, including, *inter alia,* (a) any contractual damages arising under the Chikodi Project documents to the extent not applied to pay penalties under such Chikodi Project documents; (b) any proceeds arising in connection with a breach of warranty or guarantee under any Chikodi Project documents to the extent not applied towards the repair or replacement of such defective component that is subject to such warranty; and (c) any proceeds resulting from an arbitral or judicial award received by RWEAPPL in connection with or pursuant to any Chikodi Project documents. Further, in the event the DSCR in any year exceeds 1.30 of the cash surplus available with RWEAPPL which is over and above the DSCR of 1.30 shall be utilized for mandatorily prepaying the Lenders.

Default/Penal Interest

A default interest of 2% per annum over the applicable interest rate is payable on overdue amounts. Further, an additional interest of 1% per annum over and above the applicable interest rate is payable, for failure to create and perfect security within the stipulated timelines; an adverse deviation by more than 10% from the levels as stipulated for two or more of the financial covenants for a minimum period of 1 year; any breach of representation or covenant by RWEAPPL or ReNew Power Private Limited.

Shruti Power Projects Private Limited

Rupee Term Loan of Rs.520 million from IDFC Infrastructure Finance Limited

Shruti Power Projects Private Limited ("**SPPPL**") entered into a facility agreement dated September 25, 2017 ("**SPPPL Facility Agreement**") with IDFC Infrastructure Finance Limited ("**SPPPL Lender**"), for a rupee term loan facility of Rs. 520 million ("**SPPPL Facility**"). The purpose of availing the loan was to re-finance the debt, both secured and unsecured or for investments utilized in relation to the 12 MW wind power project in Vinjalpur, Jamnagar, Gujarat (the "**Vinjalpur Project**") and transaction related expenses. The interest rate payable for the SPPPL Facility as on June 30, 2020 was 10.25% per annum. The SPPPL Facility is to be repaid in 60 quarterly structured instalments commencing from December 31, 2017 payable till September 30, 2032. As of June 30, 2020, the amount outstanding (fund-based) in relation to the SPPPL Facility was Rs. 449.54 million.

Certain other terms and conditions of the SPPPL Facility are:

Security

The SPPPL Facility is secured by: (a) a first charge by way of a mortgage on all immovable assets of the Vinjalpur Project, both present and future; (b) a first charge by way of hypothecation of all tangible and intangible movable assets of the Vinjalpur Project, including plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, the entire cash flows, receivables, book debts, accounts and revenues of the Vinjalpur Project, both present and future; (c) a first charge by way of hypothecation, mortgage or assignment, as the case may be, of all the rights, title, interest, benefits, claims and demands of SPPPL in the Vinjalpur Project documents, clearances, any letter of credit, guarantees, performance bonds provided by any party to the Vinjalpur Project documents; and (d) a first charge on the pledge of shares held by ReNew Power Private Limited in dematerialized form in the equity/preference share capital of SPPPL representing 51% of the total paid up equity/preference share capital/optionally convertible debentures/ compulsorily convertible debentures of SPPPL.

Financial covenants

SPPPL is required to maintain the following financial covenants:

(a) Debt service reserve of 3 months of interest and principal to be maintained during the tenor of the SPPPL Facility. If the receivables period of the loan increases to 9 months, the debt service reserve of 6 months of interest and principal is required to be maintained; and

(b) Debt service ratio of at least 1.10 for the Vinjalpur Project from March 31, 2018.

Other covenants

SPPPL has made customary representations and warranties and has also agreed to negative covenants, including in relation to obtaining the consent of the SPPPL Lender, *inter alia*, to (a) enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of amalgamation or reconstruction; (b) issue any debentures, raise loans, accept deposits, issue equity or preference shares, prepay any debt, redeem any preference shares; (c) provide any loan; (d) create any security interest, give any guarantees, make any investments or undertake any other financial obligation for any other person except as permitted under the finance documents; (e) convey, sell, lease, transfer, dispose, mortgage or charge all or any part of its Vinjalpur Project assets, except in the normal course of business; and (f) amend, cancel or terminate any Vinjalpur Project documents.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events); events of default under the SPPPL Facility Agreement include, *inter alia,* the following events: (a) inability of SPPPL to pay any of its indebtedness as they mature or when due and outstanding or any default in payment of any amount payable to the SPPPL Lender or any financial institution under any project document SPPPL which constitutes a default thereunder; (b) attachment of restraint levied on the assets of SPPPL, legal proceedings taken or commenced for recovery of any established dues from SPPPL, which is not vacated, withdrawn or stayed within a period of 30 days; (c) breach of any conditions or undertakings by ReNew Power Private Limited or any shareholder of SPPPL; (d) appointment of a receiver, trustee, custodian, liquidator or similar officer in relation to SPPPL or ReNew Power Private Limited, commencement of insolvency proceedings against SPPPL or ReNew Power Private Limited; (e) occurrence of extraordinary circumstances which make it impossible for the Vinjalpur Project to be carried out to fulfil obligations under the financing and Vinjalpur Project documents; and (f) occurrence of an event which has a material adverse effect.

Prepayment

SPPPL may prepay the SPPPL Facility, without any prepayment penalty, within sixty days of a SPPPL reset date with a 7 days' notice, on a SPPPL reset date with a 15 days' notice, from internal accruals and after 18 months from the first disbursement and out of the proceeds of an initial public offering of ReNew Power Private Limited after giving a 30 days' notice. At the end of each financial year commencing from March 31, 2018, the SPPPL Lender has the right to accelerate the repayment of the loan such that 50% of the excess cash flows of SPPPL, beyond a debt service reserve of 1.25 times is utilized for mandatory prepayment of the SPPPL Facility without payment of any prepayment premium.

SPPPL is required to prepay the outstanding amount of the SPPPL Facility in full or part, without payment of any prepayment premium from the proceeds of any liquidated damages or penalties, insurance proceeds, and breach of guarantees and warranties, to the extent not applied towards the repair and replacement, awards, termination payments and expropriation, in each event where such proceeds exceed Rs. 5 million.

Default/Penal Interest

An additional interest of 1% per annum is payable on the default by SPPPL in the payment of any instalment of the principal amount of the SPPPL Facility, the interest or other monies on the respective due dates and upon failure to create and perfect security within the stipulated timelines.

Zemira Renewable Energy Limited

Facilities of Rs.3,460 million from Piramal Capital and Housing Finance Limited and PHL Fininvest Private Limited

Zemira Renewable Energy Limited ("**ZREL**") entered into a facility agreement dated April 24, 2018 with Piramal Finance Limited and Piramal Trusteeship Services Private Limited as the security trustee ("**ZREL Facility Agreement**"). The ZREL Facility Agreement was amended by an amendment agreement dated February 7, 2019 entered into between Piramal Capital and Housing Finance Limited and PHL Fininvest Private Limited (the "**ZREL Lenders**") ("**ZREL Facility Amendment Agreement**") for a rupee term loan of aggregating to Rs. 3460 million ("**ZREL Facility**"). The purpose of availing the loan was to part finance the 50.40 MW wind power project in Borampalli, Anantapuram District in the State of Andhra Pradesh ("**ZREL Project/ Borampalli Project**"). The interest rate payable for the ZREL Facility as on June 30, 2020 was 14.45% per annum. ZREL is required to repay the loan in 68 structured quarterly unequal instalments on the last day of each quarter commencing from June 30, 2019 payable till March 31, 2036. As of June 30, 2020, the amount outstanding (fund-based) in relation to the ZREL Facility was Rs. 3,081.46 million.

Certain other terms and conditions of the ZREL Facility are:

Security

The ZREL Facility is secured by: (a) a first ranking charge on all immovable assets of ZREL pertaining to the ZREL Project; (b) a first ranking charge on all tangible movable assets of ZREL pertaining to the ZREL Project including but not limited to plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, both present and future; (c) a first ranking charge on all current assets and receivables, present and future, of ZREL pertaining to the ZREL Project; (d) a first ranking charge on all intangibles of ZREL, including but not limited to goodwill, intellectual property rights, uncalled capital of ZREL and undertakings, present and future; (e) a first ranking charge on all the rights, title, interest, benefits, claims and demands of ZREL under the ZREL Project documents. (f) a first ranking charge on all the rights, title, interest, benefits, claims and demands whatsoever of ZREL in any letter of credit, guarantee including contractor guarantees, liquidated damages and performance bonds provided by any party to the ZREL Project documents, present and future; (g) a first ranking charge on all the bank accounts of ZREL pertaining to the ZREL Project, including the account, sub-accounts including debt service reserve sub-account or an account in substitution thereof; (h) a first charge on all the rights, title, interest, benefits, claims and demands whatsoever of ReNew Power Private Limited against ZREL under any financing or such other document executed or to be executed in relation to the subordinated debt; and (i) a first ranking exclusive charge by way of pledge over 100% issued and paid up capital of ZREL until the tariff clarity date i.e. revenue realization from the counterparties for a minimum of 3 consecutive months of raising the invoice at a tariff of 4.84 per unit and 51% after the tariff clarity date. The obligations of ZREL in relation to the ZREL Facility are guaranteed by ReNew Power Private Limited under the deed of guarantee dated April 24, 2018 in favour of the security trustee guaranteeing the obligations of ZREL in respect of the ZREL Facility which is valid until the later of (a) the Borampalli Project achieving generation at P90 level for two consecutive years; (b) all security having been created and perfected; and (c) in case an event of default or potential event of default is in existence, until having been cured, to be executed prior to the initial drawdown.

Financial covenants

ZREL is required to maintain the following financial covenants:

(a) DSCR: not less than 1.10; and

(b) Debt to equity ratio not exceeding 4:1.

Other covenants

ZREL has made customary representations and warranties and is also restricted from undertaking the following actions including, *inter alia*, to: (a) enter, or permit to enter into transaction(s), whether voluntary or not, to sell, lease, transfer, securitize or dispose of any part of its assets in relation to the ZREL Project; (b) make any change to the authorized, paid up or issued share capital of ZREL by any means; (c) enter into any amalgamation, consolidation, demerger, merger, reorganization, corporate reconstruction or restructuring, or pass any resolution, or carry out any action for its winding up or liquidation; (d) list the whole or any part of the shares on any stock exchange without the prior written consent of the ZREL Lenders. If the shares are listed, ZREL is restricted from delisting such shares from the stock exchange without the prior written consent of the ZREL Lenders; and (e) effect amendments to the constitutional documents which are detrimental to the interests of ZREL Lenders.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events), events of defaults under the ZREL Facility Agreement and ZREL Facility Amendment Agreement include, *inter alia,* the following events: (a) ZREL ceases to have title to or the right to possess and use all or any portion of the project site; (b) any security required to be created and perfected is not created and perfected within the stipulated time period in the ZREL Facility Agreement or security documents; (c) the termination of the PPAs or any term of the PPA, including reduction of tariff and tenor if amended in such manner which is not permitted under the ZREL Facility Agreement; (d) acquiring control of ZREL, or of any person that controls ZREL, without the prior approval of the ZREL Lenders; and (e) ZREL is unable to or admits its inability to pay its debts, or an event of default or acceleration under any other indebtedness of ZREL occurs.

Voluntary Prepayment

The ZREL Facility may be prepaid with the consent of the ZREL Lenders subject to issuance of a notice of at least 30 days and payment of a prepayment premium of 1% of the amount being prepaid. No prepayment premium is payable if the prepayment is undertaken: (a) at the instance of the ZREL Lenders; (b) out of the internal accruals of ZREL or ReNew Power Private Limited on the anniversary of the first disbursement; (c) from the issuance of bonds or take-out financing from India Infrastructure Finance Company Limited or other public financial institutions; (d) pursuant to the exercise of ZREL put option or the ZREL call option (as defined under the financing documents); and (e) pursuant to the cash sweep from excess cash flows.

Mandatory Prepayment

The ZREL Lenders may in their discretion require ZREL to prepay the ZREL Facility from loss proceeds and proceeds from the termination or expiry of the ZREL Project documents, expropriation or nationalisation of the ZREL Project assets, liquidated damages under the ZREL Project documents, breach of warranties or guarantees or compensation of any form under ZREL Project documents, arbitral or judicial awards in connection with the ZREL Project documents and disposal of ZREL Project assets in excess of Rs. 5 million.

Default/Penal Interest

ZREL is required to pay to the ZREL Lender; a default interest of 2% per annum for the relevant period for any default including but not limited to each default upon the occurrence of a default by ZREL in payment of interest, commission, instalment of principal, or any other monies accruing due to such ZREL Lenders including all costs, charges, expenses due under the ZREL Facility Agreement or any other financing documents.

Rs. 3,075 million Non-Convertible Debentures due 2036

On August 31, 2020, Zemira Renewable Energy Limited (**"ZREL"**) entered into a debenture trust deed ("**DTD**") with Axis Trustee Services Limited, pursuant to which ZREL issued redeemable, secured, unlisted, unrated, and non-convertible debentures of an aggregate principal amount of Rs. 3,075 million (the **"2036 NCDs**"). The coupon rate payable on the Zemira NCDs is 14.45% per annum, subject to revision of the coupon rate pursuant to the DTD. As of date, Rs. 3,047.33 million in principal amount of 2036 NCDs was outstanding.

The obligations under the 2036 NCDs are secured, *inter alia*, by: (i) first ranking charge on all the immovable properties (and other assets) of ZREL, whether owned or leased, pertaining to the Borampalli Project; (ii) a first ranking charge on all the tangible movable assets of ZREL in relation to the Borampalli Project, but not limited to plant & machinery, machinery spares, tools & accessories, furniture, fixtures, both present and future; (iii) first ranking charge on the current assets and receivables, present and future, pertaining to the Borampalli Project; (iv) first ranking charge on all intangibles, including goodwill, intellectual property rights, uncalled capital of ZREL and undertakings present and future; (v) first ranking charge on all the rights, title, interests, benefits, claims and demands whatsoever of ZREL in the Borampalli Project documents, contracts, insurance contracts and clearances; (vi) first ranking charge on all the rights, title, interests, benefits, claims and demands whatsoever of ZREL in any letter of credit, guarantee including corporate guarantees, liquidated damages and performance bonds in relation to the Borampalli Project Document; (vii) first ranking charge on all the bank accounts of ZREL pertaining to the Borampalli Project; and (viii) first charge on all the rights, title, interests, benefits, claims and demands whatsoever of ReNew Power Private Limited against ZREL under any financing or other document in relation to the unsecured loans provided by ReNew Power Private Limited to ZREL.

ZREL is required to maintain: (i) a debt to equity ratio of Borampalli Project not exceeding 4:1; and (ii) a Debt Service Coverage not less than 1.10.

Pursuant to the terms of the DTD, the 2036 NCDs limit the ability of ZREL to, *inter alia*: (i) effect or agree to effect any merger, reconstruction, reorganization, amalgamation and compromise; (ii) effect any sale, lease, transfer or otherwise disposal of secured assets; (iii) create any security interest over the assets secured in relation to the 2036 NCDs, other than as permitted under the DTD; (iv) amend, alter or modify the terms of the project documents, other than as permitted under the DTD; (v) enter into any transaction other than on arm's length basis; and (vi) pay any dividend or profit participation or undertake any other payment to their shareholders.

The DTD contains certain customary events of default, including default in the payment amounts due under the DTD or other debenture documents, breaches of obligations, commencement of insolvency or other such proceedings, breach of any financial covenant, ZREL ceasing to have direct control over the Borampalli Project, cross-default under any of the indebtedness of ZREL, and other events of default specified in the DTD. If an event of default occurs and is continuing, the trustee under the DTD, *inter alia*, may declare amounts due to be immediately due and payable and accelerate redemption of 2036 NCDs.

ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, Bhumi Prakash Private Limited and Tarun Kiran Bhoomi Private Limited

Facilities of Rs. 8,715.3 million from IDFC Bank Limited, Tata Cleantech Capital Limited and Union Bank of India

Bhumi Prakash Private Limited ("**BhPPL**"), ReNew Agni Power Private Limited ("**RAPPL**"), Tarun Kiran Bhoomi Private Limited ("**TKBPL**"), ReNew Wind Energy (Karnataka 3) Private Limited ("**RWEK3PL**"), ReNew Wind Energy (Karnataka 4) Private Limited ("**RWEK4PL**"), ReNew Wind Energy (Maharashtra) Private Limited ("**RWEMPL**"), ReNew Wind Energy (MP Four) Private Limited ("**RWEMP4PL**"), ReNew Wind Energy (MP Three) Private Limited ("**RWEMP3PL**") and ReNew Wind Energy (Rajasthan Four) Private Limited ("**RWER4PL**") (collectively, the "**Obligors**") entered into a rupee term loan agreement dated October 28, 2016 with ReNew Agni Power Private Limited (as the "**Obligors' Agent**") and IDFC Bank Limited (as the "**Facility Agent**") ("**Obligors Rupee Term Loan Agreement**"). The Obligors

Rupee Term Loan Agreement was amended by a novation cum assignment cum amendment deed dated June 6, 2017 entered into between Obligors, the Obligors' Agent, IDFC Bank Limited and Tata Cleantech Capital Limited as the new lender. The Obligors Rupee Term Loan Agreement was further amended by the assignment cum amendment agreement dated September 10, 2018 entered into between the Obligors, the Obligors' Agent, IDFC Bank Limited, Tata Cleantech Capital Limited as a lender and Union Bank of India as the new lender (IDFC Bank Limited ("**IDFC**"), Tata Cleantech Capital Limited ("**TCCL**") and Union Bank of India ("**UBI**") collectively known as "**Obligors Lenders**") ("**Obligors Facilities**").

The purpose of availing the loan was to finance the estimated project costs and to meet the expenses relating to the transaction envisaged under the financing documents related to the (a) the solar photovoltaic power plant of 20 MW at Devdurga, Raichur in the state of Karnataka being developed by BhPPL; (b) the solar photovoltaic power plant of 20 MW at Siraguppa, Bellary in the state of Karnataka being developed by RAPPL; (c) the solar photovoltaic power plant of 20 MW at Alland, Gulbarga, in the state of Karnataka being developed by TKBPL; (d) the solar photovoltaic power plant of 20 MW at Bhalki, Bidar, in the state of Karnataka being developed by RWEK3PL; (e) the solar photovoltaic power plant of 20 MW at Humnabad, Bidar District, in the state of Karnataka being developed by RWEK4PL; (f) the solar photovoltaic power plant of 20 MW at Yadgiri Village, Yadgir District, in the state of Karnataka being developed by RWEMPL; (g) the solar photovoltaic power plant of 20 MW at Chincholi Village, Gulbarga District, in the state of Karnataka being developed by RWEMP4PL; (h) the solar photovoltaic power plant of 20 MW at Honnalli Village, Davanagere District, Karnataka state in India being developed by RWEMP3PL; and (i) the solar photovoltaic power plant of 20 MW at Turuvekere Village, Tumkur District, in the state of Karnataka state being developed by RWER4PL (collectively, the "**Obligors Projects**"). The non-fund based sub-limit extended by IDFC Bank Limited and Tata Cleantech Capital Limited, in the form of letter of credit and letter of undertaking facility, shall be utilised for the supply and procurement of equipment and services related to the Obligors Projects or any other purpose as may be permitted by the Obligors Lenders. The interest rates payable for the Obligors Facilities as on June 30, 2020 are different for each of the Obligors for each of the Obligors Lenders. The interest rates for the Obligors Facilities for each of the Restricted Group members borrowing under the Obligors Rupee Term Loan Agreement are as follows: (i) BhPPL: (a) UBI – 11.20% per annum; (b) TCCL – 11.65% per annum; (c) IDFC – 11.20% per annum; (ii) TKBPL: (a) TCCL – 11.65% per annum; (b) IDFC – 11.30% per annum; (iii) RWEMPL: (a) TCCL – 11.65% per annum; (b) IDFC – 12.10% per annum; (iv) RWEMP3PL: (a) UBI—10.50% per annum; (b) TCCL – 11.65% per annum; (c) IDFC – 11.20% per annum; and (v) RWER4PL: (a) TCCL – 11.65% per annum; (b) IDFC – 11.50% per annum. The Obligors are required to repay the loan in 64 quarterly structured unequal instalments commencing from June 30, 2018 payable till March 31, 2034. As of June 30, 2020, the amount outstanding (fund-based) in relation to the Obligors Facilities was Rs. 3,913.9 million. The amounts outstanding from each of the Obligors forming part of the Restricted Group as of June 30, 2020 under the Obligors Facilities are as follows: (i) BhPPL: Rs. 889.15 million; (ii) TKBPL: Rs. 906.12 million; (iii) RWEMPL: Rs. 827.2 million; (iv) RWEMP3PL: Rs. 685.06 million; and (v) RWER4PL: Rs. 606.40 million.

Certain other terms and conditions of the Obligors Facilities are:

Security

The Obligors Facilities is secured by: (a) a first ranking mortgage and charge on all the Obligors' immovable properties including leasehold or freehold land, both present and future, together with all structures and appurtenances thereon; (b) on or prior to the first disbursement, a first ranking hypothecation on (i) all the Obligors' tangible moveable assets (both present and future); (ii) the entire current assets including receivables and unbilled revenue, both present and future of the Obligors; (iii) all bank accounts of the Obligors, including without limitation the trust and retention accounts, debt service reserve accounts and other reserve and retention accounts and over all monies from time to time deposited therein and in all investments or other securities representing all amounts credited thereto; and (iv) entire intangible assets of all the Obligors, including but not limited to, goodwill and uncalled capital, intellectual property, both present and future; (c) within 180 days of the initial drawdown date, first charge by way of assignment of (i) all the rights, title, interest, benefits, claims and demands whatsoever of the Obligors in, to and under the project documents, all as amended, varied or supplemented from time to time; (ii) all the rights, title, interest, benefits, claims and demands whatsoever of the Obligors in any letter of credit, guarantee including contractor guarantees, performance bond and liquidated damages provided by any party to the Obligor's documents; (d) on or prior to the first disbursement, pledge of shares constituting 30% of the paid-up equity share capital of each of the Obligors, together with all accretions thereon held by ReNew Solar Power Private Limited; (e) on or prior to the first disbursement, a non-disposal undertaking by ReNew Solar Power Private Limited in the form and manner satisfactory to the Obligors Lenders with respect to shares constituting 21% of the paid up equity share capital of each of the Obligors and on any assignment, novation or downsell by IDFC Bank Limited of all or any part of its commitment, the shares constituting 21% of the paid up equity share capital of each of the Obligors which are subject to the non-disposal undertaking above are required to be additionally pledged by ReNew Solar Power Private Limited; and; (f) if the fixed asset coverage ratio falls below 1.15, the Obligors Lenders may require the Obligors to furnish additional security for the benefit of the Obligors Lenders. The obligations of the Obligors in relation to the Obligors Facility are guaranteed by ReNew Power Private Limited under the deed of guarantee dated October 28, 2016 in favour of Vistra ITCL (India) Limited, providing contractual comfort, for the benefit of the Obligors Lenders.

Financial covenants

The Obligors are required to be maintain the following financial covenants:

(a) Adjusted debt to equity ratio of less than 4.10 (including sub-ordinate debt);

(b) Debt service coverage ratio–senior greater than or equal to 1.15;

(c) Debt service coverage ratio–overall greater than or equal to 1.10; and

(d) Fixed asset coverage ratio of not less than 1.15.

Other covenants

The Obligors have made customary representations and warranties and are also restricted from undertaking the following actions without prior consent of Obligor Lenders including, *inter alia*, to (a) amend or modify any Obligor's Project document in accordance with the base case business plan or grant or seek waiver under the same that has a material adverse effect; (b) cancel or terminate or assign any of the project documents other than as permitted under the financing documents; (c) settle or make compromise under the project documents; (d) create any encumbrance on the secured assets provided as security to the Obligors Lender; (e) undertake any reconstruction, scheme of merger, reorganisation, compromise, amalgamation, or consolidation, or create any subsidiary and own any equity interest in any other person; (f) invest by way of share capital in or lend or advance funds to place deposits with any other concern (including group companies) other than inter se the Obligors; and (g) enter into borrowing arrangements whether secured or unsecured with any other bank, financial institution, companies or otherwise accept deposits apart from the arrangement indicated in the funds flow statements submitted to the Obligors Lenders.

Events of default

In addition to standard events of default (such as payment defaults, misrepresentation and non-compliance of covenants under the Obligors Rupee Term Loan Agreement), events of defaults under the Obligors Rupee Term Loan Agreement include, *inter alia,* the following events: (a) if an order is made, resolution passed or other action taken for the suspension of payment or dissolution, termination of existence, liquidation, winding-up or bankruptcy of the Obligors or any other material project participant; (b) if the Obligors fail to create security over the secured assets and/or perfect the security in the manner and within the timeline specified in the Obligors Rupee Term Loan Agreement; (c) any Obligor is unable to or admits its inability to pay any indebtedness when due or an event of default occurs under their indebtedness (other than the Obligors Facility) or their lender refuse to disburse, cancel or accelerate their facilities; (d) an order of moratorium is issued by any governmental authority staying the commencement or continuance of all or any actions and proceedings against the Obligors, ReNew Solar Power Private Limited or ReNew Power Private Limited and/or preventing the Obligors, ReNew Solar Power Private Limited or ReNew Power Private Limited from entering into any agreement or honouring its obligations under any agreement (including the financing documents) made or issued; (e) any governmental authority has condemned, nationalised, seized, or otherwise expropriated all or any part of the property or other assets of the Obligors or of the equity interest of ReNew Solar Power Private Limited in the Obligors, or has assumed custody or control of the shares; and (f) an attachment or restraint has been levied on the assets of the Obligors, the counterparty(ies) to any Obligor's Project document, ReNew Solar Power Private Limited or ReNew Power Private Limited resulting in, or which in the judgment of the Obligor Lenders may have a material adverse effect.

Voluntary Prepayment

The Obligors may prepay the Obligors Facility subject to payment of a premium of 1% of the amount prepaid. No prepayment premium is payable if the Obligors Facility is prepaid within 90 days of, subject to

15 days' notice being issued in respect of: (a) reset of interest which is not acceptable; (b) an initial public offering of the Obligors, ReNew Solar Power Private Limited or ReNew Power Private Limited; (c) prepayment from internal accruals or fresh equity from ReNew Solar Power Private Limited; (d) prepayment from take-out financing by IIFCL; (e) amendments proposed which are not acceptable to the Obligors; and (f) the cash sweep or the call option.

Mandatory Prepayment

The Obligors are required to prepay Obligors rupee term facility without payment of prepayment premium, on account of illegality as well as from the receipts of: (a) any liquidated damages, insurance proceeds, breach of guarantees and warranties and awards, in excess of Rs. 50 million; and (b) expropriation and termination or buy out payments. The Obligors Lenders have the right to call on the Obligors to prepay the outstanding loans in full on the expiry of 15 years from the initial drawdown date.

Default/Penal Interest

The Obligors are liable to pay an interest at the rate of 1% per annum, over and above the applicable interest rate or the applicable commission on non-fund based instruments, as the case may be upon the occurrence of the following events: (a) any payment default or failure to comply with any of the covenants under the financing documents by the Obligors; and (b) failure to create and perfect the security, within the relevant time lines set out in the Obligors Rupee Term Loan Agreement, from the expiry of such time line until creation and perfection of the security to the satisfaction of the Obligors Lenders.

ReNew Wind Energy (AP 3) Private Limited – Rajgarh Project

Facility of Rs. 1,085 million from PTC India Financial Services Limited

ReNew Wind Energy (AP 3) Private Limited ("**RWEAP3PL**") entered into a common loan agreement dated December 19, 2014 with PTC India Financial Services Limited ("**RWEAP3PL Rajgarh Lender**") for a rupee loan facility aggregating to Rs. 2290 million ("**RWEAP3PL Rajgarh Loan Agreement**") ("**RWEAP3PL Rajgarh Facility**"), which was downsized to Rs. 1085 million pursuant to the letter dated March 30, 2016. The purpose of availing the loan was to part finance the development, construction and funding of the 25.6 MW wind based power project in Jaisalmer, Rajasthan (the "**Rajgarh Project**"). The interest rate payable for the RWEAP3PL Rajgarh Facility as on June 30, 2020 was 11.55% per annum. RWEAP3PL is required to repay the loan in 58 structured unequal quarterly instalments commencing from the date falling after 12 months from the scheduled commercial operations date or the commercial operations date, whichever is earlier. As of June 30, 2020, the amount outstanding (fund-based) in relation to the RWEAP3PL Rajgarh Facility was Rs. 859.32 million.

Certain other terms and conditions of the RWEAP3PL Rajgarh Facility are:

Security

The RWEAP3PL Rajgarh Facility is secured by: (a) a first charge on all the immovable properties and assets of RWEAP3PL, both present and future; (b) a first charge on all of the movable properties, tangible and intangible assets, accounts, book debt, operating cash flows, receivables, commissions and revenue of RWEAP3PL, both present and future; (c) an assignment by way of security of all the rights, title, benefits, claims and demands whatsoever of RWEAP3PL in the Rajgarh Project documents, the clearances, the letters of credit, guarantees, performance bonds provided by any party to the Rajgarh Project documents, all insurance contracts and insurance proceeds; and the power purchase agreements within 365 days of the scheduled commercial operations date; and (d) a pledge over 76% of the paid up share capital of RWEAP3PL until the creation of security and 51% thereafter.

The obligations of RWEAP3PL in relation to the RWEAP3PL Rajgarh Facility are guaranteed by ReNew Power Private Limited under the deed of guarantee dated December 19, 2014, in favour of the security trustee guaranteeing the obligations of RWEAP3PL in respect of the RWEAP3PL Rajgarh Facility.

Financial covenants

RWEAP3PL is required to maintain the following financial covenants:

(a) DSCR of 1.10;

(b) Debt to equity ratio not less than 75:25; and

(c) Total outside liabilities to tangible net worth of 3.

Other covenants

RWEAP3PL has made customary representations and warranties and is also restricted from undertaking the following actions, without the consent of the RWEAP3PL Rajgarh Lenders including, *inter alia*, for: (a) any change in the capital structure (including the shareholding pattern) resulting in the required debt equity ratio not being maintained; (b) any action of restructuring, merger, consolidation, reconstruction or amalgamation of RWEAP3PL; (c) extend any financial assistance or make any advances to any company under the same management or extend any guarantees; (d) amend, modify or waive any transaction documents; and (e) prepay any debt except as permitted.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events), events of default under the RWEAP3PL Rajgarh Loan Agreement include, *inter alia,* the following events: (a) ReNew Power Private Limited fails to perform its obligations towards RWEAP3PL and/or the Rajgarh Project; (b) ReNew Power Private Limited fails to retain management of, and control over, RWEAP3PL; (c) occurrence of any event, condition or circumstance that has or likely to have a material adverse effect and is not cured within 30 days; (d) inability of RWEAP3PL and ReNew Power Private Limited to pay any amount or meet any obligation when due to any person other than RWEAP3PL Lahori Lender which constitutes a default under any agreement to which RWEAP3PL or ReNew Power Private Limited is a party; and (f) occurrence of an extraordinary event which makes it improbable for the Rajgarh Project to be carried out and such event continues for a period of 60 days..

Voluntary Prepayment

RWEAP3PL may prepay the RWEAP3PL Rajgarh Facility with 30 days' notice subject to payment of a prepayment premium of 1% of the principal amount being prepaid.

No prepayment premium is payable if the prepayment is made: (a) at the instance of the RWEAP3PL Rajgarh Lenders; (b) out of surplus cash accruals of RWEAP3PL; (c) a review by the RWEAP3PL Rajgarh Lenders resulting in the imposition of additional conditions; and (d) take out financing with the approval of the RWEAP3PL Rajgarh Lenders.

Mandatory Prepayment

RWEAP3PL shall not pay any prepayment premium on account of a mandatory prepayment required by the RWEAP3PL Rajgarh Lenders from: (a) damages under Rajgarh Project documents to the extent not applied to pay penalties or to complete the works; (b) performance liquidated damages to the extent not utilised to repair or replace the relevant requirement; (c) loss proceeds from a condemnation event or causality event or other loss proceeds in excess of Rs. 100 million in a financial year if not applied to repaid or make good the loss; (d) amounts received pursuant to exercise of the right to reject; (e) proceeds from sale or transfer of assets; and (f) proceeds from awards to the extent not applied to remedy the disputed matter.

Default/Penal Interest

A default interest of 2% per annum over and above the applicable interest rate is payable on overdue amounts. Further, an additional interest of 1% per annum over and above the applicable interest rate is payable for failure to create security within the stipulated timelines and creation or maintenance of the debt service reserve account (till the debt service reserve account is created or replenished by RWEAP3PL).

ReNew Wind Energy (AP 3) Private Limited – Lahori Project

Facility of Rs. 1220.60 million from PTC India Financial Services Limited

ReNew Wind Energy (AP 3) Private Limited ("**RWEAP3PL**") entered into a loan agreement dated June 23, 2017 with PTC India Financial Services Limited ("**RWEAP3PL Lahori Lender**") for a rupee loan facility aggregating to Rs. 1700 million ("**RWEAP3PL Lahori Loan Agreement**") ("**RWEAP3PL Lahori Facility**") which was downsized to Rs. 1220.6 million pursuant to the letter dated April 10, 2018. The purpose of availing the loan was to part finance the development, construction and funding of the 26 MW wind-based power project in Shajapur District, Madhya Pradesh (the "**Lahori Project**"). The interest rate payable for the RWEAP3PL Lahori Facility as on June 30, 2020 was 11.90% per annum. RWEAP3PL is required to repay the 90% of the RWEAP3PL Lahori Facility in 74 structured unequal quarterly instalments commencing from the date falling after 12 months from the scheduled commercial operations date; and balance 10% will be paid in a single bullet with the 74th repayment instalment. As of June 30, 2020, the amount outstanding (fund-based) in relation to the RWEAP3PL Lahori Facility was Rs. 835.35 million.

Certain other terms and conditions of the RWEAP3PL Lahori Facility are:

Security

RWEAP3PL Lahori Facility is secured by: (a) a first charge on all the immovable properties and assets of RWEAP3PL, both present and future; (b) a first charge on all of the movable properties, tangible and intangible assets, accounts, book debt, operating cash flows, receivables, commissions and revenue of RWEAP3PL, both present and future; (c) an assignment by way of security of all the rights, title, benefits, claims and demands whatsoever of RWEAP3PL in the Lahori Project documents, the clearances, the letters of credit, guarantees, performance bonds provided by any party to the Lahori Project documents, all insurance contracts and insurance proceeds; and the power purchase agreements; (d) a pledge over 51% of the paid up equity share capital, preference share capital and debentures of RWEAP3PL; and (e) an assignment of 51% of the promoter loans granted by ReNew Power Private Limited to RWEAP3PL prior to the initial drawdown date.

Financial covenants

RWEAP3PL is required to maintain the following financial covenants:

(a) DSCR of 1.15;

(b) Debt to equity ratio not less than 75:25;

(c) Long term debt to equity ratio not more than 4:1; and

(d) Total outside liabilities to tangible net worth no more than 3.

Other covenants

RWEAP3PL has made customary representations and warranties and is also restricted from undertaking the following actions, without the consent of the RWEAP3PL Lahori Lenders including, *inter alia*: (a) any change in the capital structure (including the shareholding pattern) resulting in the required debt equity ratio not being maintained; (b) any action of restructuring, merger, consolidation, reconstruction or amalgamation of RWEAP3PL; (c) extending any financial assistance or make any advances to any company under the same management or extend any guarantees; (d) amending, modifying or waiving any transaction documents; and (e) prepaying any debt except as permitted.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events), events of default under the RWEAP3PL Lahori Loan Agreement include, *inter alia,* the following events: (a) ReNew Power Private Limited fails to perform its obligations towards RWEAP3PL and/or the Lahori Project; (b) ReNew Power Private Limited fails to retain management of, and control over, RWEAP3PL; (c) occurrence of any event, condition or circumstance that has or likely to have a material adverse effect and is not cured within 30 days; (d) inability of RWEAP3PL to pay any amount or meet any obligation when due to any person other than RWEAP3PL Lahori Lender which constitutes a default under any agreement to which RWEAP3PL or ReNew Power Private Limited is a party; (e) RWEAP3PL Lahori Lender declares an event of default under the terms of the RWEAP3PL Rajgarh Loan Agreement; and (f) occurrence of an extraordinary event which makes it improbable for the Lahori Project to be carried out and such event continues for a period of 60 days.

Voluntary Prepayment

RWEAP3PL may prepay the RWEAP3PL Lahori Facility with 30 days' notice, with prior consent of the RWEAP3PL Lahori Lender subject to payment of a prepayment premium of 1% of the principal amount being prepaid. If the RWEAP3PL Lahori Facility is prepaid prior to the expiry of such 30-day period, interest which would have accrued during the required notice period shall also be paid to the RWEAP3PL Lahori Lenders.

No prepayment premium is payable if the prepayment is made: (a) at the instance of the RWEAP3PL Lahori Lenders; (b) internal accruals of RWEAP3PL; (c) on account of cash sweep; (d) on spread reset; (e) in case the prepayment is made from promoter or sponsor funds or NCD issuance or masala bonds.

Mandatory Prepayment

RWEAP3PL shall not pay any prepayment premium on account of a mandatory prepayment required by the RWEAP3PL Lahori Lenders from: (a) damages under Lahori Project documents to the extent not applied to pay penalties or to complete the works; (b) performance liquidated damages to the extent not utilised to repair or replace the relevant requirement; (c) loss proceeds from a condemnation event or causality event or other loss proceeds in excess of Rs. 100 million in a financial year if not applied to repaid or make good the loss; (d) amounts received pursuant to exercise of the right to reject; (e) proceeds from sale or transfer of assets; and (f) proceeds from an awards to the extent not applied to remedy the disputed matter.

Default/Penal Interest

A default interest of 2% per annum over and above the applicable interest rate is payable on overdue amounts. Further, an additional interest of 1% per annum over and above the applicable interest rate is payable for failure to create security within the stipulated timelines and creation or maintenance of the debt service reserve account.

Security provided by ReNew Wind Energy (AP3) Private Limited for borrowings availed by Ostro Energy Private Limited (a member of the Group):

Through a debenture trust deed dated April 12, 2019 ("OEPL DTD"), Ostro Energy Private Limited, a member of the Group, has availed a borrowing of Rs. 2,000 million through the issue of 200 secured, unlisted, redeemable non-convertible debentures each having a face value of Rs.10 million ("OEPL Debentures"). The OEPL Debentures were issued for the purpose of implementation of the wind and solar power projects of the Group. The coupon rate payable on the OEPL Debentures as of June 30, 2020 was 12.5% per annum. As of June 30, 2020, Rs. 2,000 million in principal amount of OEPL Debentures was outstanding.

The obligations under the OEPL Debentures are secured by, among others: a second charge by way of hypothecation over the cash flows of ReNew Wind Energy (AP3) Private Limited. Accordingly, ReNew Wind Energy (AP3) Private Limited has entered into an unattested deed of hypothecation dated April 12, 2019 ("Hypothecation Deed") with Ostro Energy Private Limited and Catalyst Trusteeship Limited ("Debenture Trustee") for hypothecation by way of a second floating charge of all rights, interest, benefit, claims and demands of ReNew Wind Energy (AP3) Private Limited in, to, all moneys, receivables, cash in hand and operating cash flows, whether in existence as on the date of the Hypothecation Deed or acquired thereafter. Under the Hypothecation Deed, the floating charge shall automatically and without prior notice by debenture holders, be converted into a fixed charge upon the occurrence of any event of default under any transaction document in relation to the OEPL Debentures.

Bidwal Renewable Private Limited

Facilities of Rs. 2,795 million from IndusInd Bank Limited and REC Limited

Bidwal Renewable Private Limited ("**BRPL**") entered into a facility agreement dated March 29, 2018 with IndusInd Bank Limited ("**IBL**") ("**BRPL Facility Agreement**"). The BRPL Facility Agreement was amended by an amendment agreement dated March 30, 2019 entered into between BRPL, IBL and REC Limited ("**REC**") (collectively the "**BRPL Lenders**") ("**BRPL Facility Amendment Agreement**") for a rupee term loan of aggregating to Rs. 2,795 million ("**BRPL Facility**"). The purpose of availing the loan was to develop, implement and set up the 50 MW wind power plant situated in Bapuram, Raichur Taluk, Raichur District, Karnataka ("**Bapuram Project**"). The interest rate payable for the BRPL Facility availed from IBL as on June 30, 2020 was 9.90% per annum and the interest rate payable for the BRPL Facility availed from REC as on June 30, 2020 was 9.92% per annum. BRPL is required to repay the loan in 66 quarterly structured unequal instalments commencing from December 31, 2018 payable till March 31, 2035. As of June 30, 2020, the amount outstanding (fund-based) in relation to the BRPL Facility was Rs. 2,504.94 million.

Certain other terms and conditions of the BRPL Facility are:

Security

BRPL Facility is secured by: (a) a first charge, by way of mortgage on all immovable properties in relation to the Bapuram Project, including freehold interest, leasehold interest, sub-leasehold interest of BRPL in such properties, both present and future; (b) a first charge on BRPL's tangible movable assets, including wind turbine, movable plant and machinery, machinery spare, tools and accessories, furniture, fixtures, vehicles and all other movable assets of BRPL, current assets, revenues and receivables, book debts, operating cash flows and all other commissions, revenues and cash, all intangible assets of BRPL in relation to Bapuram Project, both present and future including but not limited to, goodwill, rights, undertaking and uncalled capital of BRPL, each in relation to the Bapuram Project and all accounts and bank accounts of BRPL in relation to Bapuram Project, including escrow account and the sub-accounts including the debt service reserve account, opened in accordance with the transaction documents, project proceeds and all permitted investments or other securities of BRPL in relation to the Bapuram Project, both present and future; (c) a first charge and assignment in (i) all the rights, title, interests, benefits, claims and demands whatsoever of BRPL, both present and future, in (a) the project documents, (b) under all clearances and (c) under the insurance contracts; and (ii) all the rights, including right of way, for the transmission line up to the delivery point for electricity, title, interests, benefits, claims and demands of BRPL in any letter of credit, guarantee, liquidated and contractual damages and performance bond within 12 months of the earlier of scheduled commercial operations date or commercial operations date and in the case of the PPA, within 3 months of the earlier of such dates; and (d) a pledge of all the shares, preference shares, compulsorily convertible debentures or any other instruments issued by BRPL such that the security trustee has a pledge over 51% of each of such instruments issued by BRPL, prior to the first disbursement.

The obligations of BRPL have been guaranteed by ReNew Power Private Limited under the deed of guarantee dated March 29, 2018 executed by ReNew Power Private Limited in favour of the security trustee. The guarantee is valid until the date on which (a) the security has been created and perfected; (b) the debt service reserve for the ensuing 6 months has been created and maintained; (c) the commercial operations date of the Bapuram Project has been achieved; and (d) the conditions precedent to effectiveness and disbursements have been fulfilled and interim facility has subsumed into the PRPL facility.

Financial covenants

BRPL is required to maintain the following financial covenants from March 2019:

(a) DSCR: not less than 1.15; and

(b) total outside liabilities to tangible net worth not exceeding: (i) 4:1 for financial year ending March 2021, (ii) 3.5:1 from financial year ending March 2022 to March 2024; and (iii) 3:1 for the financial year thereafter.

Other covenants

BRPL has made customary representations and warranties and has also agreed to negative covenants, including in relation to obtaining the consent of the BRPL Lenders, *inter alia*, to: (a) consent to any action or permit to formulate or participate in any scheme of merger, consolidation, reconstruction, reorganization, takeover, amalgamation, compromise or similar arrangements; (b) change in its management set up or directors on the board or directors of BRPL, if such change has or may have an adverse impact on the operations of the Bapuram Project; (c) sell or dispose any assets unless they are un-economical or obsolete or no longer useful and are being replaced by assets of equal or greater utility or value; (d) effecting any change in the shareholding structure or transfer of its shares; (e) effecting any change in the capital structure of BRPL which will result in the debt to equity ratio increasing beyond 3:1 or the debt to sub-debt to equity ratio increasing beyond 75:5:20, as the case may be; and (f) enter into any investment or transfer funds by way of deposits, loans, bonds, share capital or in any other form, other than permitted investments.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events in respect of BRPL and ReNew Power Private Limited), events of defaults under the BRPL Facility Agreement and BRPL Facility Amendment Agreement include, *inter alia,* the following events: (a) breach of any conditions or undertakings by ReNew Power Private Limited or any shareholder of BRPL; (b) default in payment of principal, interest or any money due or payable on any of the financial indebtedness of BRPL or ReNew Power Private Limited whether by scheduled maturity, requirement prepayment, acceleration, demand or otherwise; (c) inability of BRPL or ReNew Power Private to pay any of its indebtedness as they mature or when due and outstanding; (d) execution, distress or attachment being enforced on or expropriation or acquisition by a government authority of the properties of BRPL or ReNew Power Private Limited, appointment of a receiver in respect of the BRPL or ReNew Power Private, failure by BRPL or ReNew Power Private Limited to pay any creditor under a non-appealable judgement; and (e) the security created in favour of the BRPL Lender is invalid or ineffective.

Voluntary Prepayment

The BRPL Facility may be prepaid by providing the BRPL Lenders 30 days' prior written notice and by payment of a prepayment premium of (a) 1% of the principal amount being prepaid to the BRPL Lenders (other than REC and its novatees); and (b) 2% of the principal amount being prepaid within 3 years of the initial disbursement, or 1% of the principal amount being prepaid thereafter, to REC (and its novatees). BRPL may prepay the BRPL Facility without the payment of any prepayment premium on the occurrence of the following, with prior consent of REC where applicable, including, *inter alia* (a) if the prepayment is made pursuant to the written instructions of the Lenders, and (b) if the prepayment is made pursuant to the exercise of put option event or call option event.

Mandatory Prepayment

In the event the debt service coverage ratio exceeds 1.15, 75% of the cash surplus available with BRPL will be utilized for mandatory prepayment of the BRPL Facility after achieving the debt service coverage ratio of 1.15. The mandatory prepayment of the BRPL Facility is required to be undertaken prior to utilizing the surplus for making payments towards (a) restricted payments; and (b) debt obligations in relation to the sub-debt facility, if any provided by persons acceptable to the BRPL Lenders. BRPL shall, on the receipt of the funds, including the following, *inter alia*, to promptly prepay the loan: (a) any insurance proceeds, to the extent such insurance proceeds are not applied towards repair, renovation, restoration; (b) any proceeds arising from the sale, transfer or disposal of the movable assets or immovable properties of BRPL in relation to the Bapuram Project to the extent such proceeds are not applied towards replacement of the assets; and (c) any proceeds resulting from an arbitral or judicial award received by BRPL in connection with any Bapuram Project documents.

Default/Penal Interest

BRPL is liable to pay liquidated damages at the default rate of 1% per annum over and above the applicable interest rate payable if the payments are not made when due; if the security is not created within the timelines, additional interest of 1% per annum over and above the applicable interest rate is payable.

Pugalur Renewable Private Limited

Facilities of Rs.3,547 million from IndusInd Bank Limited and REC Limited

Pugalur Renewable Private Limited ("**PRPL**") entered into a facility agreement dated March 29, 2018 with IndusInd Bank Limited ("**IBL**") ("**PRPL Facility Agreement**"). The PRPL Facility Agreement was amended by an amendment agreement dated March 30, 2019 entered into between PRPL, IBL and REC Limited ("**REC**") (collectively the "**PRPL Lenders**") ("**PRPL Facility Amendment Agreement**") for a rupee term loan of aggregating to Rs. 3547 million ("**PRPL Facility**"). The purpose of availing the loan was to develop, implement and set up the 60 MW wind power plant situated in Nirlooti, Lingasur Taluk, Raichur ("**Nirlooti Project**"). The interest rate payable for the PRPL Facility availed from IBL as on June 30, 2020 was 10.00% per annum and the interest rate payable for the PRPL Facility availed from REC as on June 30, 2020 was 9.92% per annum. PRPL is required to repay the loan in 66 quarterly structured unequal instalments commencing from December 31, 2018 payable till March 31, 2035. As of June 30, 2020, the amount outstanding (fund-based) in relation to the PRPL Facility was Rs. 3,240.13 million.

Certain other terms and conditions of the PRPL Facility are:

Security

PRPL Facility is secured by: (a) a first charge, by way of mortgage on all immovable properties in relation to the Nirlooti Project, including freehold interest, leasehold interest, sub-leasehold interest of PRPL in such properties, both present and future; (b) a first charge on PRPL's tangible movable assets, including wind turbine, movable plant and machinery, machinery spare, tools and accessories, furniture, fixtures, vehicles and all other movable assets of PRPL, current assets, revenues and receivables, book debts, operating cash flows and all other commissions, revenues and cash, all intangible assets of PRPL in relation to the Nirlooti Project, both present and future and all accounts and bank accounts of PRPL in relation to the Nirlooti Project including the escrow account and the sub-accounts including the debt service reserve account opened in accordance with the transaction documents, the Nirlooti Project proceeds and all permitted investments or other securities of PRPL in relation to the Nirlooti Project, both present and future; (c) a first charge and assignment in (i) all the rights, title, interests, benefits, claims and demands whatsoever of PRPL, both present and future in (a) the project documents; (b) to and under all clearances; and (c) under the insurance contracts; (ii) all the rights, including right of way, for the transmission line up to the delivery point for electricity, title, interests, benefits, claims and demands of PRPL in any letter of credit, guarantee, liquidated and contractual damages and performance bonds, both present and future; and (d) a pledge of all the shares, preference shares, compulsorily convertible debentures or any other instruments issued by PRPL such that the security trustee has a pledge over 51% of each of such instruments issued by PRPL. The obligations of PRPL are guaranteed by ReNew Power Private Limited under the deed of guarantee dated March 29, 2018 executed by ReNew Power Private Limited in favour of the security trustee. The guarantee is valid until the date on which (a) the security has been created and perfected, (b) the debt service reserve for the ensuring 6 months has been created and maintained, (c) the commercial operations date of the Nirlooti Project has been achieved and (d) the conditions precedent to effectiveness and disbursements have been fulfilled and interim facility has subsumed into the PRPL facility.

Financial covenants

PRPL is required to maintain the following financial covenants from March 2019:

(a) DSCR: not less than 1.15;

(b) total outside liabilities to tangible net worth not exceeding: (i) 4:1 for financial year ending March 2021; (ii) 3.5:1 from financial year ending March 2022 to March 2024; and (iii) 3:1 for the financial year thereafter.

Other covenants

PRPL has made customary representations and warranties and has also agreed to negative covenants, including in relation to obtaining the consent of the PRPL Lender, *inter alia*, to (a) consent to any action or permit to formulate or participate in any scheme of merger, consolidation, reconstruction, reorganization, takeover, amalgamation, compromise or similar arrangements; (b) change in its management set up or directors on the board or directors of PRPL, if such change has or may have an adverse impact on the operations of the Nirlooti Project; (c) sell or dispose any assets unless they are un-economical or obsolete or no longer useful and are being replaced by assets of equal or greater utility or value; (d) effecting any change in the shareholding structure or transfer of its shares; (e) effecting any change in the capital structure of PRPL which will result in the debt to equity ratio increasing beyond 3:1 or the debt to sub-debt to equity ratio increasing beyond 75:5:20, as the case may be; and (f) enter into any investment or transfer funds by way of deposits, loans, bonds, share capital or in any other form, other than permitted investments, or set up any subsidiaries.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events in respect of PRPL and ReNew Power Private Limited), events of defaults under the PRPL Facility Agreement and PRPL Facility Amendment Agreement include, *inter alia,* the following events: (a) breach of any conditions or undertakings by ReNew Power Private Limited or PRPL; (b) default in payment of principal, interest or any money due or payable on any of the financial indebtedness of PRPL or ReNew Power Private Limited whether by scheduled maturity, requirement of prepayment, acceleration, demand or otherwise; (c) inability of PRPL or ReNew Power Private Limited to pay any of its indebtedness as they mature or when due and outstanding; (d) execution, distress or attachment being enforced on or expropriation or acquisition by a government authority of the properties of PRPL or ReNew Power Private Limited, appointment of a receiver in respect of the PRPL or ReNew Power Private Limited, failure by the PRPL or ReNew Power Private Limited to pay any creditor under a non-appealable judgement; and (e) the security created in favour of the PRPL Lender is invalid or ineffective.

Voluntary Prepayment

The PRPL Facility may be prepaid by providing the PRPL Lenders, 30 days' prior written notice and by payment of a prepayment premium of (i) 1% of the principal amount being prepaid to the PRPL Lenders (other than REC and its novatees); and (ii) 2% of the principal amount being prepaid within 3 years of the initial disbursement, or 1% of the principal amount being prepaid thereafter, to REC (and its novatees). PRPL may prepay the PRPL Facility without the payment of any prepayment premium on the occurrence of the following, with prior consent of REC where applicable, including, *inter alia* (a) if the prepayment is made pursuant to the written instructions of the PRPL Lenders; and (b) if the prepayment is made pursuant to the exercise of put option event or call option event.

Mandatory Prepayment

In the event the debt service coverage ratio exceeds 1.15, 75% of the cash surplus available with PRPL will be utilized for mandatory prepayment of the PRPL Facility after achieving the debt service coverage ratio of 1.15. The mandatory prepayment of the PRPL Facility is required to be undertaken prior to utilizing the surplus for making payments towards (i) restricted payments and (ii) any debt obligations in relation to the sub-debt facility, if any provided by persons acceptable to the PRPL Lenders. PRPL shall, on the receipt of the funds, including the following, *inter alia*, to promptly prepay the loan: (a) any insurance proceeds, to the extent such insurance proceeds are not applied towards repair, renovation, restoration; (b) any proceeds arising from the sale, transfer or disposal of the movable assets or immovable properties of PRPL in relation to the Nirlooti Project to the extent such proceeds are not applied towards replacement of the assets; and (c) any proceeds resulting from an arbitral or judicial award received by PRPL in connection with any Nirlooti Project documents.

Default/Penal Interest

PRPL is liable to pay liquidated damages at the default rate of 1% per annum over and above the applicable interest rate payable if the payments are not made when due; if the security is not created within the timelines, additional interest of 1% per annum over and above the applicable interest rate is payable.

Indebtedness of ReNew Power Private Limited

Facility of Rs. 1,500 million from Hero FinCorp Limited

ReNew Power Private Limited entered into a master facilities agreement dated March 28, 2018 with Hero FinCorp Limited (the "**Lender**") (the "**Master Facilities Agreement**") for a loan aggregating to Rs. 1,500 million ("**Loan**") for the purpose of partly financing the working capital requirements of ReNew Power Private Limited and to bridge the gap of funds in relation to setting-up/completion of the renewable energy projects being implemented by ReNew Power Private Limited or its project SPVs. Pursuant to the Master Facilities Agreement, the Lender and ReNew Power Private Limited entered into a supplementary agreement dated March 28, 2018 ("**Supplementary Agreement**") in relation to disbursement of Rs.1,500 million out of the Loan amount ("**Disbursed Amount**"). The interest rate on the Loan as on March 31, 2020 was 12% per annum. ReNew Power Private Limited is required to repay the loan as a bullet repayment within a period of one year. As of March 31, 2020 the amount outstanding (fund-based) in respect of the Loan was Rs 1500 million. The fund-based portion Loan was repaid (along with interest) in full on April 13, 2020.

Certain other terms and conditions of the Loan are:

Security

The Loan is secured by: (a) first pari-passu charge by way of hypothecation on the present and future movable assets of ReNew Power Private Limited, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture, fixtures and all other movable properties of whatsoever nature; and (ii) first pari-passu charge on the present and future book debts, operating cash flows, receivables, commissions, revenues, any other current assets of whatsoever nature, intangibles and goodwill; and (iii) a demand promissory note for the entire facility amount to be executed under the common seal along with a letter of continuity for the same. The security for the Loan excludes all the project assets charged to the project lenders for the projects implemented by ReNew Power Private Limited and its SPV.

Financial Covenants

As per the sanction letter dated March 26, 2018, ReNew Power Private Limited is required to maintain the following financial covenants: (a) the standalone net debt to tangible net worth should not be more than 4; (b) the overall consolidated funded debt to tangible net worth should not be more than 4; (c) the standalone funded debt to consolidated EBIDTA should not be more than 4.33; and (d) consolidated funded debt to consolidated EBIDTA should not be more than 7.

Other Covenants

ReNew Power Private Limited has made customary representations and warranties to the Lender and has agreed to deliver standard information, including change of shareholding of ReNew Power Private Limited, board of directors, or any scheme of amalgamation, reconstitution or expansion. ReNew Power Private Limited has also agreed to negative covenants which include, *inter alia*, to: (i) not avail of any loan or facility in any manner whatsoever without the intimation to the Lender; (ii) not part with the possession of or create third party rights in the securities created in respect of the Loan or any part of it; (iii) not stand surety or guarantor for any third party liability or obligation without the prior written approval of the Lender; (iv) not create any further charge, lien or encumbrance on the properties without the prior written approval of the Lender; and (v) not sell assign, mortgage or otherwise dispose of any of the fixed assets charged without intimation to the Lender.

Events of Default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) non-payment of monthly instalments or any other dues under the facilities extended under the Master Facilities Agreement; (ii) breach of obligations under the documents relating to the Loan; (iii) default under any facility obtained by ReNew Power Private Limited; (iv) initiation of winding up or corporate insolvency resolution process as specified in the Master Facilities Agreement; (v) interest of the Lender in the security ceasing to be valid and effective. Upon occurrence of an event of default, the Lender is entitled to accelerate the payment obligations and declare the outstanding obligations as immediately payable.

Prepayment

ReNew Power Private Limited has the option to prepay the Loan without any prepayment charges.

Default/Penal Interest

In the event of default in the payment of amounts due under the Loan, the Lender shall have the right to charge penal interest at the rate of 1.00% per annum on the outstanding amounts.

Facility of Rs. 1,430 million from Cooperative Rabobank U.A.

ReNew Power Private Limited has entered into a rupee loan agreement dated December 21, 2017 (“Facility Agreement”) with Coöperatieve Rabobank U.A., Mumbai Branch (“**Rabobank**”) as lender and as facility agent (“Agent”), for rupee loan facility of Rs.1,430 million (“**Facility**”). The interest rate on the Facility as on March 31, 2020 was 8.09% per annum. The purpose of availing the loan was to finance the construction and operation of a 26 MW wind plant (“**Project**”). ReNew Power Private Limited is required to repay the loan in 15 quarterly instalments starting from June 30, 2018 and ending on December 31, 2021. As of March 31, 2020, the amount outstanding pursuant to the rupee loan agreement was Rs. 1,349.92 million.

Certain other terms and conditions of the Facility are:

Security

The loan is secured, *inter alia*, on a first ranking basis in respect of the following: (a) mortgage and charge on the entire immovable properties pertaining to the Project; (b) charge by way of hypothecation on the entire movable properties relating to the Project; (c) charge on the entire cash flows, receivables, book debts and revenues pertaining to the Project; (d) charge on the entire intangible assets relating to the Project; (e) charge by way of hypothecation/mortgage/assignment of all the rights, title, interest, benefits, claims and demands pertaining to the Project; (f) charge on the trust and retention accounts and any other reserves and bank accounts pertaining to the Project; and (g) charge by way of hypothecation over insurance policies related to the Project. The security will rank pari-passu by way of first charge in favour of the secured parties with no preference or priority amongst them.

Financial covenants

ReNew Power Private Limited is required to maintain the following financial covenants: (a) the standalone net debt to tangible net worth should not be more than 3; (b) the overall consolidated funded debt to tangible net worth should not be more than 3; (c) the standalone funded debt to consolidated EBIDTA should not be more than 3.33; and (d) the consolidated funded debt to consolidated EBIDTA should not be more than 6.

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has agreed to certain negative covenants, *inter alia*, to not: (i) enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction; (ii) enter into any partnership, joining venture arrangement or other type of arrangement under which its revenue or profit may be pooled with that of any other person; (iii) enter into a single or series of transactions to sell, lease, sub-lease, transfer, discount, factor, assign or otherwise dispose of all or any part of project assets or ReNew Power Private Limited's rights under the transaction documents except with the prior written consent of Rabobank; (iv) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by ReNew Power Private Limited or any major project party except as stated in the Facility Agreement; (v) sell, transfer or otherwise dispose of any of its revenues on recourse terms except as stated in the Facility Agreement; (vi) enter into any other preferential arrangement having a similar effect in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset except as stated in the facility agreement; (vii) amend or vary any of its memorandum and articles of association which has or is reasonably likely to have a material adverse effect otherwise in accordance with the Facility Agreement; (viii) suspend, abandon or cancel the development, operations or maintenance of all or any part of the Project; (ix) undertake any diversification, modernisation or expansion of the Project without prior written consent of the Agent; (x) wind up, liquidate or dissolve their affairs; and (xi) undertake any transaction of merger, consolidation, reorganisation, scheme of arrangement, compromise with any of its creditors or shareholders, unless the effectiveness of any scheme or arrangement or agreement of merger, or consolidation, reorganisation or comprise with any of its creditors or shareholders is made subject to the written consent of Rabobank.

Events of default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (a) default in the payment of any amount payable under any financing document unless its failure to pay is caused by administrative or technical error or a disruption event, and payment is made within three business days of the original due date; (b) breach of key obligations identified under the Facility Agreement; (c) any representation or statement made or deemed to be made by ReNew Power Private Limited in any finance document or any other document delivered by or on behalf of any issuer under or in connection with any finance document is, or proves to have been, incorrect or misleading in any material respect when made or deemed to be made save as provided in the Facility Agreement; (d) a cross-default; (e) insolvency and insolvency proceedings as specified in the Facility Agreement; and (f) cessation of business.

Voluntary Prepayment

(a) ReNew Power Private Limited may, by providing the Agent 20 business days' notice (or such shorter period as agreed by Rabobank) at any time after the Project completion, prepay the whole or any part of any loan.

(b) Any prepayment of part of any loan must be a minimum amount of Rs.200 million and an integral multiple of Rs.50 million.

(c) Any prepayment shall be applied: (i) in reducing each outstanding instalment under the facility in inverse order of maturity; and (ii) *pro rata* among the lenders in proportion to their participation in the relevant loans, and will be paid on an interest reset date.

Mandatory Prepayment

ReNew Power Private Limited is required to mandatorily prepay, *inter alia,* in the event following receipt or payment of any insurance proceeds or compensation proceeds or sale proceeds, except as provided in the Facility Agreement. ReNew Power Private Limited shall not be required to prepay any loans outstanding following receipt or payment of insurance proceeds or compensation proceeds or sale proceeds if: (a) ReNew Power Private Limited and Rabobank mutually agree that: (i) the relevant insurance proceeds are to be applied in the repair or reinstatement of project assets; (ii) the relevant insurance proceeds are paid in respect of business interruption insurance and/or delay in start-up insurance; and (iii) in the case of performance liquidated damages or delay liquidated damages, such compensation proceeds are required to be applied in remedying the matter to which the payment of such compensation proceeds relates; and (b) the compensation proceeds received by ReNew Power Private Limited are less than Rs.3 million and sale proceeds are less than Rs.1 million.

Default Interest

Upon the occurrence of an event of default interest shall accrue on the outstanding loans from the date of occurrence of the event of default up to the date of cure at a rate which is 2% per annum over the lending rate (“Default Interest”). Any Default Interest accruing shall be immediately payable by ReNew Power Private Limited on demand by Rabobank.

Facility of Rs. 4,750 million from Kotak Mahindra Bank Limited

ReNew Power Private Limited entered into a master facility agreement dated April 24, 2014 with Kotak Mahindra Bank Limited (the “**Lender**”) (the “**Master Facility Agreement**”) for fund-based and non-fund based facilities aggregating to Rs.5,000 million. Subsequently, pursuant to the sanction letter dated December 19, 2017, the Lender and ReNew Power Private Limited entered into a supplemental agreement dated January 8, 2018 (“**Supplemental Agreement**”) in relation to: (a) sanction of the bill purchase discounting facility of Rs.500 million; (b) enhancement of the short term loan facility under the Master Facility Agreement from Rs.1,000 million to Rs.2,000 million; and (c) reducing the overall limits under the Master Facility Agreement from Rs.5,000 million to Rs.4,750 million.

The fund-based facilities under the Master Facility Agreement currently comprises of a letter of credit facility of Rs. 4,750 million (“**LC Facility**”) and various facilities, such as bank guarantee facilities as well as a short-term loan of Rs.2,000 million for a tenure of 180 days (sanctioned *vide* the sanction letter dated December 19, 2017) (“**Loan**”) availed by ReNew Power Private Limited as a sub-limit of the LC Facility. The Loan was availed for purchasing plant and machinery/capital goods/services ancillary to the project. ReNew Power Private Limited was required to repay the Loan as a bullet repayment at the end of the tenor. As of March 31, 2020, no fund-based amount was outstanding in respect of the Loan.

Certain other terms and conditions of the Loan are:

Security

The Loan is secured by: (a) fixed pari-passu hypothecation charge on all existing and future current assets and movable fixed assets of ReNew Power Private Limited except for the assets specifically charged to the project term lenders; and (b) corporate guarantee of ReNew Power Private Limited for limits availed by the respective special purpose vehicle. The Loan is additionally secured by: (a) first and exclusive charge on assets of the SPV to be financed by the Loan; and (b) pledge of 30% shares of ReNew Power Private Limited in its special purpose vehicle.

Financial Covenants

As per the sanction letter dated March 26, 2018, ReNew Power Private Limited is required to maintain the following financial covenants: (a) the standalone net debt to tangible net worth ratio not more than 4; (b) the overall consolidated funded debt to tangible net worth not more than 4; (c) the standalone funded debt to consolidated EBIDTA ratio not more than 4.33; and (d) the consolidated funded debt to consolidated EBIDTA ratio not more than 7.

Other Covenants

ReNew Power Private Limited has made customary representations and warranties to the Lender. ReNew Power Private Limited has also agreed to negative covenants which include, *inter alia*, to: (i) not guarantee or pay or pay or provide any collateral for obligations of others unless specifically permitted by the Lender; (ii) not borrow any monies from any other bank without the prior consent of the Lender, unless permitted under the Master Facility Agreement; (iii) not change the shareholding or constitution of the management without the prior consent of the Lender; (iv) not dispose of assets or compromise with any of its creditors without the prior consent of the Lender; (v) the net working capital of ReNew Power Private Limited does not fall below the minimum amounts as stipulated from time to time; (vi) not to transfer funds/assets to any group or associate company or concern; (vii) pay any commission to its promoter, directors, managers or other persons for furnishing guarantees or indemnity or for undertaking any liability during the currency of the Loan; (viii) not invest any of its funds in the shares, debentures, deposits or other investments without the prior written permission of the Lender; effect any scheme of amalgamation or reconstruction; and (ix) not make or file any application or initiate any proceedings under the Insolvency or Bankruptcy Code, 2016 without first discharging its indebtedness to the Lender.

Events of Default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) non-payment of amounts due under the facilities extended under the Master Facility Agreement; (ii) breach of obligations under the documents relating to the Loan; (iii) inability to pay debts, ReNew Power Private Limited being declared as a sick company, or occurrence of event/condition constituting a material adverse effect; (iv) initiation of winding up or corporate insolvency resolution process as specified in the Master Facility Agreement; (v) attachment of lien against the security in the Loan; (vi) event of default under any agreement entered into by ReNew Power Private Limited; and (vii) acceleration of repayment under any other credit, borrowal or other arrangement. Upon occurrence of an event of default, the Lender is entitled to declare the amounts under the Master Facility Agreement to be immediately due and payable.

Prepayment

ReNew Power Private Limited cannot without the prior written approval of the Lender prepay the outstanding principal amount together with the interest. For prepayment, ReNew Power Private Limited is required to give 30 days' prior notice of its intention to prepay, subject to ReNew Power Private Limited agreeing to pay prepayment charge of 1% per annum on the prepaid loan amount.

Default/Penal Interest

In the event of default in the payment of amounts due under the Loan, the Lender shall have the right to charge penal interest at the rate of 2% per month on the outstanding amounts.

Facility of Rs. 3,800 million from RBL Bank Limited

ReNew Power Private Limited has entered into a term loan agreement ("**Facility Agreement**") with RBL Bank Limited ("**RBL**") as lender, as amended by the amendment letter dated April 2, 2019 in relation to general corporate purposes of ReNew Power Private Limited, for a facility of Rs.3,800 million ("**Facility**"). ReNew Power Private Limited is required to repay the loan as a bullet repayment up to 12 months. As of March 31, 2020, no fund-based amount was outstanding under the Facility.

Certain other terms and conditions of the Facility are:

Security

The Facility is secured by first pari-passu charge by way of hypothecation on all current and movable fixed assets of ReNew Power Private Limited excluding project assets related to any wind power/other power project exclusively to project lenders.

Financial covenants

ReNew Power Private Limited is required to maintain the following financial covenants:

(a) net debt to EBIDTA should not be more than 7.50 times from financial year 2018 onwards; and

(b) total debt to tangible net worth ratio should not be more than 3 times from financial year 2018 onwards.

Other Covenants

ReNew Power Private Limited has made customary representations and warranties and has agreed to certain negative covenants where ReNew Power Private Limited shall not without the prior written consent of RBL, *inter alia*: (i) create any charge, mortgage, pledge, hypothecation, lien, or other encumbrance over the security on favour of any person other than RBL; (ii) permit any change in its constitution or management or change in ReNew Power Private Limited's capital structure including proposed equity and debt patterns; (iii) create, assume or incur any further indebtedness of a long term nature whether for borrowed money or otherwise, or undertake any guarantee obligation on behalf of any other company (including group companies); (iv) induct or continue with a person as a director or promoter or partner of ReNew Power Private Limited who is a promoter or director or partner on the board of a company which has been identified as a wilful defaulter as per the RBI guidelines issued from time to time, and that in case such a person is found to be on the board of ReNew Power Private Limited, it will take expeditious and effective steps for removal of the person from its board; (v) declare any dividend if any instalment towards principal or Interest remains unpaid on its Due Date; (vi) carry out change of business or declare or pay any dividends on any of the equity/preference shares; (vii) pay any consideration whether by way of commission, brokerage, fees or in any other form to the guarantors for giving their personal/corporate guarantee; (viii) undertake or permit any reorganisation, amalgamation, reconstruction, takeover or any other schemes of compromise or arrangement, nor amend any provision of its major constitutive documents in such a manner that will affect RBL's rights under the Facility; (ix) monies brought in by the promoters/directors/associate companies as loans/share application money pending allotment shall be sub-ordinated to the loans of RBL, and shall not be repaid during the currency of the Facility by RBL, and may carry such interest as approved by RBL; (x) invest by way of share capital in or lend or advance funds to place deposits with any other concerns, except in the normal course of business or as advances to employees; (xi) grant loans to promoters/associates and other companies; and (xii) make any repayment of the loans and deposits and discharge other liabilities except those shown in the funds flow statement submitted from time to time.

Events of default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) default in payment by ReNew Power Private Limited of any or all principal, Interest, commission, service charges, expenses or any other monies due and payable under the Facility Agreement, on demand by RBL; (ii) any representation or information given by ReNew Power Private Limited in terms of the Facility Agreement, the transaction documents or as may be called upon by RBL and any representations or statements, made or deemed to be made, or any undertaking(s) given by ReNew Power Private Limited are found to be misleading, incorrect or false, materially affecting the continuation of the Facility or ReNew Power Private Limited commits or threatens to commit any breach or repudiates or threatens to repudiate or there is default in performance of any other covenant, condition or stipulation on the part of ReNew Power Private Limited under the Facility Agreement or any transaction documents; (iii) a cross-default; and (iv) non-creation of securities within the specified period.

Repayment/Prepayment

(a) The dues may, if repayment is not demanded earlier by RBL as mentioned in the terms of the Facility Agreement, be repaid by ReNew Power Private Limited to RBL by the due date.

(b) All sums payable by ReNew Power Private Limited under the Facility Agreement shall be paid free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise.

(c) RBL may, in its sole discretion and on such terms as to pre-payment fees, etc., permit pre-payment/acceleration of equated monthly instalments (EMIs) or pre-payment at the request of ReNew Power Private Limited, subject that RBL may specify the minimum amount of prepayment/amounts payable on account of acceleration of EMIs.

(d) In the event RBL permits any pre-payment, the repayment schedule may be altered by RBL at the request of ReNew Power Private Limited and ReNew Power Private Limited agrees to adhere to the altered re-payment schedule.

Default Interest

On occurrence of any event of default including but not limited to delay or failure of ReNew Power Private Limited to pay any amount on the due date, RBL reserves the right to impose additional interest from the due date up to and including the date of actual payment. Such obligation to pay the additional/default interest shall arise without the need for any notice thereof or demand therefore. The payment of any additional/default interest shall not entitle ReNew Power Private Limited to delay the payments towards the said dues. Additional interest would be charged on non-creation of Security within stipulated time as mentioned by RBL.

Facility of Rs. 13,000 million from YES Bank Limited

ReNew Power Private Limited has entered into a facility letter dated September 29, 2017 ("**Facility Letter I**") with YBL as lender ("**Lender**") for a rupee loan facility of Rs. 13,000 million ("**Facility**"). The purpose of availing the loan was to fund capital expenditure, or provide subordinate debt, or to use the Facility for investment into non-convertible preference shares of the direct/indirect subsidiaries of ReNew Power Private Limited. Subsequently, *vide* facility letter dated March 14, 2018 ("**Facility Letter II**") entered into between ReNew Power Private Limited and YBL, the terms and conditions of the Facility were added and/or amended. Subsequently, ReNew Power Private Limited entered into a facility agreement dated March 26, 2018 in relation to the Facility ("**Facility Agreement**"). The interest rate on the Facility as on March 31, 2020 was 10.15% per annum. ReNew Power Private Limited is required to repay the loan as a bullet repayment at the end of the tenor of the Facility (36 months). As of March 31, 2020, the amount outstanding under the Facility was Rs. 3,720 million.

Certain other terms and conditions of the Facility are:

Security

The loan is secured by: (a) first pari-passu charge over all present and future current assets and movable fixed assets of ReNew Power Private Limited excluding project assets related to wind/other projects charged exclusively to project lenders; (b) exclusive charge by way of pledge over 51% shares/CCDs/other equity and equity like instruments of Ostro Energy Private Limited (referred to as "**pledging entity**"); (c) undertaking from the pledging entity confirming that no change in shareholding of its direct/indirect subsidiaries shall be made without prior written approval of the Lender; (d) exclusive charge by way of hypothecation over loans and advances of following entities in addition to security under (a) above, to ensure an aggregate cover of at least 1x over the facility amount through security under (a) and (d): (i) Ostro Energy Private Limited; (ii) ReNew Wind Energy (Jamb) Private Limited; (iii) ReNew Power Services Private Limited; (iv) ReNew Solar Energy Private Limited; and (v) ReNew Solar Power Private Limited. The security under (a) shall not be released till the facility is fully repaid, even if security cover is more than 1x.

Financial covenants

ReNew Power Private Limited is required to maintain the following financial covenants for each financial year beginning financial year 2018:

(a) the standalone debt to equity ratio not exceeding 1.20 times for the financial year 2018 and 1.00 times for financial year 2019 and at all times thereafter; and

(b) consolidated debt to equity ratio not exceeding 4:1.

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has agreed to certain negative covenants, *inter alia*, to not: (i) undertake any incremental guarantee obligations on behalf of any other person without the prior written approval of the Lender save and except for guarantees in the normal course of business extended for raising project finance in any direct/indirect subsidiary of ReNew Power Private Limited; (ii) declare any dividends, or use surplus funds for any share buybacks or for any distributions (in cash, property or obligations) to its shareholders without the prior written consent of the Lender; (iii) not repay any loans subordinated to the Facility till the Facility is fully repaid; (iv) change its management set-up without the prior written approval of the Lender; and (v) sell, lease transfer, or otherwise dispose of any movable or immovable assets or properties of ReNew Power Private Limited forming part of the secured assets under the Facility without the prior written approval of the Lender. The borrowing SPVs or the secured SPVs should not appear in the RBI/CIBIL defaulter's list.

Events of default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) default by ReNew Power Private Limited in any credit facility availed from YBL; (ii) any default by ReNew Power Private Limited to any of their other lenders; (iii) non-compliance with the financial covenants in relation to the Facility; (iv) using the proceeds of the Facility for a purpose other than for which it has been sanctioned; and (v) non-creation, non-perfection and non-maintenance of the security within the time period specified.

Voluntary Prepayment

ReNew Power Private Limited may prepay the loan at any time voluntarily without the payment of any prepayment charges.

Mandatory Prepayment

ReNew Power Private Limited is required to mandatorily prepay, *inter alia,* in the event: (a) the debt availed by the pledging entity or its direct/indirect subsidiaries (referred to as the secured SPVs) is refinanced in any manner; (b) mandatory prepayment out of the proceeds of any masala bonds or IPO raised by ReNew Power Private Limited to the extent of at least Rs.1,000 million from each such event; and (c) mandatory prepayment out of the proceeds of each sale or monetization of any borrowing SPV or secured SPV (to the extent of available surplus subsequent to repayment of senior debt, excluding debt from any affiliates) in the corresponding borrowing SPV or secured SPV.

Default Interest

The penal interest in respect of the Facility is 2% per annum.

Facility of Rs. 7,500 million from YES Bank Limited

ReNew Power Private Limited has entered into an amended and restated master facility agreement dated May 15, 2018 ("**Facility Agreement**") with YBL as lender ("**Lender**") for enhancement of limits of facilities availed by the Company to Rs.7,500 million ("**Facility**"). The purpose of availing the Facility was to procure goods/machinery and services for projects being implemented by ReNew Power Private Limited through their special purpose vehicle/subsidiary/step down subsidiary. Subsequently, *vide* facility agreement dated February 5, 2019 ("**Facility Agreement II**") entered into between ReNew Power Private Limited and YBL, the terms and conditions of the Facility were added and/or amended and the overall limits were revised to Rs.7,500 million. The interest rate/commission on the various limits under the Facility are as specified in the relevant facility agreement or sanction letter. ReNew Power Private Limited is required to repay the Facility on demand. As of March 31, 2020, the amount outstanding under the Facility was Rs. 3,981.68 million.

Certain other terms and conditions of the Facility are:

Security

The Facility is secured by: (a) first pari-passu charge over all present and future current assets and movable fixed assets of ReNew Power Private Limited excluding project assets related to wind/other projects charged exclusively to project lenders; and (b) exclusive charge by way of pledge over 49% shares/CCDs/other equity and equity like instruments of Ostro Energy Private Limited.

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has agreed to certain negative covenants, *inter alia*, to not: (i) create, incur, assume or suffer to exist any indebtedness without prior written consent of the Lender; (ii) not declare any dividends, or authorise or make any distribution to its shareholders without the prior written consent of the Lender; (iii) effect any change to its capital structure in any manner whatsoever or issue securities whether on a preferential basis or otherwise; and (iv) induct as a director, a person, who has been identified as a wilful defaulter as per RBI/CIBIL etc.

Events of default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) default by ReNew Power Private Limited in any payment of any principal, interest, commission, fee, cost or other amounts under the transaction documents; and (ii) commencement of or existence of any legal proceedings, investigation or proceeding that may have a material adverse effect.

Default Interest

The penal interest in respect of the Facility is 2% per annum over and above the applicable rate.

Facility of Rs. 2,100 million from J.P. Morgan Chase Bank, N.A.

Pursuant to the corporate arrangement letter dated April 8, 2019 ("**Sanction Letter**"), ReNew Power Private Limited availed a working capital facility for an aggregate amount of Rs. 2,100 million from J.P. Morgan Chase Bank, N.A. ("**JPM Facility**"). The JPM Facility comprises of a letter of credit facility, a bank guarantee facility and an INR trade payable loan facility. The purpose of availing the JPM Facility is to fund the working capital requirements, including issuance of letters of credit and prepayment thereunder, issuance of bank guarantees (including bid bond and performance guarantees) and for effecting payment to suppliers on due date for ReNew Power Private Limited's wind and solar power projects. The JPM Facility may also be utilised for the aforementioned purposes by the subsidiaries of ReNew Power Private Limited. The interest rates on the JPM Facility as on March 31, 2020 are the following: (i) Letter of credit facility: (a) in respect of inland letter(s) of credit issued, an issuance commission of 1.5% per annum calculated on the basis of the number of days from the date of issuance until the date of maturity and payable upfront, and a prepayment rate equivalent to the sum of the applicable Financial Benchmark India Private Limited certificate of deposit rate and 1%, calculated from the date of discounting until the maturity of the bill; and (b) in respect of cross-border letter(s) of credit issued, an issuance commission of 1.5% per annum calculated on the basis of the number of days from the date of issuance until the date of maturity and payable upfront, and a prepayment rate equivalent to the sum of the applicable London Inter-bank Offered Rate and 1.5%, calculated from the date of discounting until the maturity of the bill; (ii) Bank guarantee facility: (a) in respect of financial bank guarantees, an issuance commission of 3.5% per annum; and (b) in respect of performance bank guarantees, an issuance commission of 3.0% per annum; and (iii) INR trade payable loan facility: the sum of the applicable 3, 6 or 12 month marginal cost of funds based lending rate and 2.5% per annum. The individual facilities under the JPM facilities are repayable on demand. As of March 31, 2020, no amount is outstanding under the JPM Facility.

Certain other terms and conditions of the JPM Facility are:

Security

The loan is secured by a first ranking pari-passu charge by way of hypothecation on all existing and future current assets and movable fixed assets of ReNew Power Private Limited except for assets specifically charged to project term lenders. A demand promissory note is also required to be furnished in connection with the JPM Facility.

Financial covenants

ReNew Power Private Limited is at all times required to maintain a minimum cash balance of Rs. 1,800 million on a standalone basis.

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has agreed to certain negative covenants, *inter alia*, to not: (i) create any security or enter into any contractual arrangements restricting the availability of the secured assets (including cash) to the Lender without the prior written consent of the Lender; (ii) enter into transactions to sell, lease, transfer or dispose of a substantial part of its assets; (iii) pay any dividends or make any distributions in respect of equity during the subsistence of any event of default; and (iv) undergo any reorganisation which may result in a material adverse effect.

Events of default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) default by ReNew Power Private Limited in respect of any indebtedness beyond a threshold to be determined on a case by case basis (unless such default is by ReNew Power Private Limited or its affiliates with respect to any obligation towards the Lender or its affiliates, in which case no threshold will apply); (ii) suspension of payment of debts by ReNew Power Private Limited; (iii) nationalisation or expropriation of any substantial part of the assets of ReNew Power Private Limited; and (iv) failure on the part of ReNew Power Private Limited to pay the Lender within the permitted cure period of 2 days.

Facility of Rs. 1,500 million from The Hongkong and Shanghai Banking Corporation Limited

Pursuant to the sanction letter dated August 22, 2019 ("**Sanction Letter**"), ReNew Power Private Limited availed multiple facilities aggregating to Rs. 1,500 million from The Hongkong and Shanghai Banking Corporation Limited ("**Lender**") ("**HSBC Facility**"). The HSBC Facility comprises of bank guarantees, an import limit (controlling line), import documentary credits and a working capital loan of Rs. 500 million. The total combined exposure under the import documentary credits and the working capital facility cannot exceed Rs. 500 million. The HSBC Facility is required to be utilised in the following manner: (i) the bank guarantee facility is required to be utilised for issuance of bid bond guarantees; (ii) import documentary credits are required to be utilised for facilitating imports; and (iii) the working capital facility is required to be utilised for financing the working capital requirements. The bank guarantee and the import documentary credit facilities can also be utilised by the subsidiaries of ReNew Power Private Limited which do not have any other project/debt on their balance sheets and are selling power only to the Solar Energy Corporation of India or the National Thermal Power Corporation. The interest rate on the HSBC Facility is the rate mutually agreed between ReNew Power Private Limited and the Lender. Subsequently, ReNew Power Private Limited and the Lender entered into a working capital loan agreement dated August 22, 2019 in relation to the working capital facility sanctioned under the Sanction Letter ("**Working Capital Agreement**"). The individual facilities under the HSBC Facility are repayable on demand, with the working capital facility repayable no later than the expiry of the tenor of 90 days. As of March 31, 2020, the amount outstanding under the HSBC Facility was Rs. 500 million.

Certain other terms and conditions of the HSBC Facility are:

Security

The loan is secured by a first ranking pari-passu charge by way of hypothecation on the current assets and movable fixed assets of ReNew Power Private Limited except for assets specifically charged towards specific projects. Demand promissory notes are also required to be furnished in connection with the amounts drawn under the working capital facility. In relation to the bank guarantee and the import documentary credits, cash margins of 10% respectively are required to be maintained to be lien marked in favour of the Lender. The Lender has the right to call for a cash cover on demand for prospective and contingent liabilities under the HSBC Facility. Further, the security set out in relation to the HSBC Facility cannot be inferior to the security offered to any other lender at any time, other than to the letter of credit and bank guarantee availed by ReNew Power Private Limited from YES Bank Limited aggregating to Rs. 7,500 million (detailed above).

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has agreed to certain negative covenants, *inter alia*, to not: (i) declare or pay dividend or authorize or make of any distribution to its shareholders in case of a payment default, breach of financial covenants or any other event of default under any facility agreement in respect of the HSBC Facility, or would occur as a result of such authorization, declaration or payment, without the prior consent of the Lender; and (ii) make any modifications or amendments in its constitution, structure, members or ownership, without the Lender's prior written approval. Further, under the Working Capital Agreement, prior approval of the Lender is required in the event any person acting singularly or with any other person (either directly or indirectly) acquires control of ReNew Power Private Limited or of any other person who controls ReNew Power Private Limited.

Events of default

Events of default by ReNew Power Private Limited include, *inter alia*, the following events: (i) a change in the management or ownership of ReNew Power Private Limited, which, in the opinion of the Lender, could have a material adverse effect; (ii) failure to make payments in accordance with the terms specified in the Sanction Letter; and (iii) insolvency proceeds being initiated against ReNew Power Private Limited. In addition to standard events of default mentioned under the Sanction Letter, certain additional events of defaults included under the Working Capital Agreement, include, *inter alia*¸ the following: (i) any change from the date of the Working Capital Agreement in the general nature or scope of the business, operations, management or ownership of ReNew Power Private Limited, which, in the opinion of the Lender, could have a material adverse effect;

(ii) ReNew Power Private Limited is unable or has admitted in writing its inability to pay any of its indebtedness as and when it matures or when due; and (iii) an event of default (howsoever described) occurs under any agreement or document relating to any indebtedness of ReNew Power Private Limited or if any other lenders of ReNew Power Private Limited with whom it has entered into agreements for financial assistance have recalled its/ their assistance or any part thereof.

Voluntary Prepayment

Unless effected at the instance of the Lender, any cancellation or prepayment of a facility under the HSBC Facility will be subject to funding penalties at the Lender's discretion.

Mandatory Prepayment

The Lender may require pre-closure, cancellation or termination of the non-fund based facilities under the HSBC Facility, and the commission, discounts etc. charged will be as mutually agreed.

Default Interest

As per the Working Capital Agreement, sums paid and expenses incurred by the Lender in respect of the working capital that are not reimbursed by ReNew Power Private Limited within 5 business days of demand will carry interest at a minimum of 1% per annum (or such other rate at the Lender's discretion) higher than the contracted rate from the date of payment by the Lender till reimbursement.

Facility of Rs. 1,000 million from IDFC Bank Limited

ReNew Power Private Limited has entered into a facility agreement ("**ReNew Power CL 3 Master Facility Agreement**") with IDFC Bank Limited ("**ReNew Power CL 3 Lender**") pursuant to sanction letters dated October 25, 2016, November 24, 2016, March 13, 2018 and August 16, 2019. The ReNew Power CL 3 Lender has made available the following facilities to ReNew Power Private Limited under the ReNew Power CL 3 Master Facility Agreement (a) a bank guarantee facility of Rs. 1000 million ("**ReNew Power CL 3 BG Facility**") with a letter of credit of Rs. 1,000 million ("**ReNew Power CL 3 LC/ Facility**") and a short-term loan facility of Rs. 50 million ("**ReNew Power CL 3 STL Facility**") as sub-limits; and (b) cash-backed facility (comprising of bank guarantee facility, a letter of credit facility and a letter of undertaking facility) of Rs. 1,000 million ("**ReNew Power CL 3 CB Facility**") (CL 3 BG Facility, CL 3 LC/LuT Facility, the CL 3 STL Facility and the CL 3 CB Facility collectively, the "**ReNew Power CL 3 Facility**".).

The facilities under the ReNew Power CL 3 Facility shall be utilized in the following manner (a) the ReNew Power CL 3 BG Facility shall be utilized for the issuance of performance (bid bond, earnest money deposit, retention money, performance under contract or statutory) guarantees and financial (mobilisation advance and advance payment) guarantees; (b) the ReNew Power CL 3 LC/ Facility shall be utilized for capital expenditure and related services; (c) the ReNew Power CL 3 STL Facility shall be utilized for working capital; and (d) the ReNew Power CL 3 CB Facility shall be utilized for mobilisation advance and advance payment guarantees, bid bond guarantees, bid bond or earnest money deposit, retention money, statutory guarantee to the government and its departments and performance under contracts.

ReNew Power Private Limited is required to repay the ReNew Power CL 3 Facility in the following manner: (a) the ReNew Power CL 3 BG Facility shall be repayable on its respective due dates or on demand, (b) the ReNew Power CL 3 LC/LuT Facility shall be repayable on its due date; (c) the ReNew Power CL 3 CB Facility shall be repayable on its respective due dates or on demand, and (d) in case of the ReNew Power CL 3 STL Facility, the amounts drawn are repayable on demand. As of March 31, 2020, the amount outstanding in relation to the ReNew Power CL 3 Facility was Rs. 1,000 million.

Certain other terms and conditions of the ReNew Power CL 3 Facility are:

Security

The ReNew Power CL 1 Facility (other than the ReNew Power CL 3 CB Facility) is secured by first pari-passu charge over all current assets and movable fixed assets (except project assets) of ReNew Power Private Limited.

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has also agreed to negative covenants, including in relation to obtaining the consent of ReNew Power CL 3 Lender, *inter alia*, to: (a) contract, create, incur, assume or suffer to exist any indebtedness, either secured or unsecured (whether incurred as principal or as surety, whether present or future, actual or contingent) other than from the bank(s) at present providing working capital facilities to ReNew Power Private Limited and as disclosed to the ReNew Power CL 3 Lender and/or except as otherwise permitted under the ReNew Power CL 3 Master Facility Agreement; (b) prepay any indebtedness incurred by ReNew Power Private Limited; (c) except as may be required in the ordinary course of the business of ReNew Power Private Limited, lease, rent or sell or exchange or create encumbrance of any kind upon or over its assets; and (d) undertake or permit any merger, de-merger, consolidation, reorganization, dissolution or reconstitution, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction, dissolution or reconstitution including creation of any subsidiary or permit any company to become its subsidiary.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events), events of defaults under the ReNew Power CL 3 Master Facility Agreement include, *inter alia,* the following events: (a) any monies owing by or due from ReNew Power Private Limited to the ReNew Power CL 3 Lender are not duly and punctually paid and satisfied as and when they fall due or when demanded; (b) any representation or warranty made or given to the ReNew Power CL 3 Lender at any time by ReNew Power Private Limited, whether in relation to the ReNew Power CL 3 Facility, account or otherwise shall be or become incorrect or shall be breached; (c) breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to ReNew Power Private Limited; and (d) ReNew Power Private Limited being unable to or admitting in writing its inability to pay any of its indebtedness as they mature or when due.

Prepayment

If any loan disbursed under the ReNew Power CL 3 STL Facility is repaid prior to it being demanded by the ReNew Power CL 3 Lender, prepayment charges of 1% of the amount being prepaid will be levied.

Default/Penal Interest

ReNew Power Private Limited is liable to pay a penal interest under the ReNew Power CL 3 Master Facility Agreement at 1% per annum over and above the applicable rate due to non-payment of interest or principal or any other amount on the due date or breach of terms and conditions under the ReNew Power CL 3 Master Facility Agreement and/or the sanction letters.

Facility of Rs. 6,500 million from IndusInd Bank Limited

ReNew Power Private Limited has entered into a master general terms agreement (undated) ("**ReNew Power CL 4 Master General Terms Agreement**") and various sanction letters, including the sanction letter dated September 28, 2018 and April 27, 2020 ("**ReNew Power CL 4 Sanction Letters**") with IndusInd Bank Limited ("**ReNew Power CL 4 Lender**") for a loan of Rs. 6,500 million. ReNew Power CL 4 Lender has extended the following facilities under the CL 4 master facility agreement: (a) Letter of credit facility of Rs. 6,150 million ("**ReNew Power CL 4 LC Facility 1**"), with a bank guarantee facility of Rs. 6,150 million ("**ReNew Power CL 4 BG Facility 1**") and a bank guarantee facility of Rs. 5,000 million ("ReNew Power CL 4 BG Facility 2") as sub-limits; (b) Forward cover/derivative facility of Rs. 6,400 million (notional) ("**ReNew Power CL 4 FC Facility**"); (c) Cash credit facility of Rs. 100 million ("**ReNew Power CL 4 CC Facility**"); (d) Overdraft Facility of Rs. 250 million ("**ReNew Power CL 4 OD Facility**") and (e) Cash-backed facility comprising a bank guarantee facility of Rs. 5,000 million ("**ReNew Power CL 4 BG Facility 3**") and a letter of credit facility of Rs. 5,000 million ("**ReNew Power CL 4 LC Facility 2**") (collectively, the "**ReNew Power CL 4 Facility**"). Pursuant to the sanction letter dated April 27, 2020, the amounts to be borrowed under the various facilities forming part of the ReNew Power CL 4 Facilities were amended.

ReNew Power Private Limited shall utilize the ReNew Power CL 4 Facility in the following manner: (a) the ReNew Power CL 4 LC Facility 1 shall be utilized for project-related purposes, which may include procurement of spares, stores, consumables, wind mill machines and related equipment (including for subsidiaries or step-down subsidiaries in which ReNew Power Private Limited has at least a 51% stake); (b) the

ReNew Power CL 4 BG Facility 1 shall be utilized for issuance of bid-bond, performance, customs or excise guarantees, relating to normal trade of ReNew Power Private Limited and/or its special purpose vehicles or subsidiaries; (c) the ReNew Power CL 4 BG Facility 2 shall be utilized for issuance of bank guarantees in lieu of debt service reserve amount for debt raised in ReNew Power Private Limited or its special purpose vehicles for renewable energy projects (including, specifically, the projects being developed in Maharashtra by ReNew Wind Energy (Rajkot) Private Limited, ReNew Wind Energy (Shivpur) Private Limited, ReNew Wind Energy Delhi Private Limited and ReNew Wind Energy (AP) Private Limited); (d) the ReNew Power CL 4 FC Facility shall be utilized for hedging the ReNew Power CL 4 Lender's own exposure; (e) the ReNew Power CL 4 CC Facility shall be utilized for meeting the working capital requirements; (f) the ReNew Power CL 4 BG Facility 3 shall be utilized for issuance of issuance of bid-bond, performance, customs or excise guarantees or bank guarantees in lieu of debt service reserve amount, relating to normal trade of ReNew Power Private Limited (and such bank guarantees are to be issued on behalf of its special purpose vehicles which are its 100% subsidiaries); and (g) the ReNew Power CL 4 LC Facility 2 for project-related purposes, which may include procurement of spares, stores, consumables, wind mill machines and related equipment (including for 100% subsidiaries and step-down subsidiaries of ReNew Power Private Limited). All facilities under the ReNew Power CL 4 Facility are payable on demand.

The interest on the ReNew Power CL 4 as on March 31, 2020 shall be payable in the following manner: (a) a commission of 0.60% per annum on the ReNew Power CL 4 LC Facility 1; (b) a commission of 0.90% per annum for bid bond guarantees and 1% per annum for performance and other bank guarantees on the ReNew Power CL 4 BG Facility 1; (c) a commission of 1.90% per annum on the ReNew Power CL 4 BG Facility 2; (d) a commission of 0.20% per annum on the ReNew Power CL 4 BG Facility 3; (e) a commission of 0.20% per annum on the ReNew Power CL 4 LC Facility 2; and (f) interest at the rate of the ReNew Power CL 4 Lender's one-year marginal cost of funds based lending rate plus 0.85%, i.e. 10.50% per annum on the date of the ReNew Power CL 4 Sanction Letter dated April 27, 2020 on the ReNew Power CL 4 CC Facility.

Certain other terms and conditions of the ReNew Power CL 4 Facility are:

Security

ReNew Power CL 4 Facility is secured by in the following manner: (a) a first pari-passu charge over the entire current and movable fixed assets of ReNew Power Private Limited, both present and future, excluding assets specifically charged to project lenders for the ReNew Power CL 4 LC Facility 1, the ReNew Power CL 4 BG Facility 1 and the ReNew Power CL 4 BG Facility 2; (b) a negative lien over 51% of the shareholding of ReNew Power Private Limited in the special purpose vehicle for which any letter of credit is to be issued and (if financial closure of project debt has not yet been achieved) an exclusive charge over the assets of such special purpose vehicle procured under the letter(s) of credit for the ReNew Power CL 4 LC Facility 1; (c) five post-dated cheques are additionally required to be furnished for the ReNew Power CL 4 BG Facility 1 and the ReNew Power CL 4 BG Facility 2; and (d) ReNew Power Private Limited is required to maintain unencumbered cash or fixed deposit balance of Rs. 500 million with any bank under ReNew Power Private Limited's multiple banking arrangement.

Financial Covenants

ReNew Power Private Limited is required to maintain an overall consolidated funded debt to tangible net worth ratio of less than 4.

Other covenants

ReNew Power Private Limited has made customary representations and warranties and has also agreed to negative covenants, including in relation to obtaining the consent of ReNew Power CL 4 Lender, *inter alia*, to: (a) undertake or permit any reorganization, amalgamation, reconstruction, takeover, substantial change of ownership or shareholding or any other scheme of compromise or arrangement affecting its present constitution; (b) amend or alter any of the provisions of ReNew Power Private Limited's memorandum or articles of association or constitutive documents relating to its borrowing powers or principal business activities; and (c) dispose of the majority of its properties and assets.

Events of default

In addition to standard events of default (such as payment defaults and insolvency events), events of defaults under the ReNew Power CL 4 Master General Terms Agreement include, *inter alia,* the following events: (a) any distress of execution or seizure is levied or enforced upon or threatened against any of the property or assets of ReNew Power Private Limited; (b) any event occurs or circumstances arise (including changes in the financial condition, operating environment, management or directorship of ReNew Power Private Limited) which in the opinion of the ReNew Power CL 4 Lender would materially affect the ability of ReNew Power Private Limited to perform or comply with any one or more of its obligations to the ReNew Power CL 4 Lender; and (c) an event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any indebtedness of ReNew Power Private Limited or if any other lender(s) of ReNew Power Private Limited including financial institutions or banks with whom ReNew Power Private Limited has entered into agreements for financial assistance have refused to disburse, extend, or have cancelled or recalled its or their assistance or any part thereof.

Default Interest

In the event of any delay in payment of any amount due, in respect of the ReNew Power CL 4 LC Facility 1, the ReNew Power CL 4 BG Facility 1, the ReNew Power CL 4 BG Facility 2 and the ReNew Power CL 4 BG Facility 3, the ReNew Power CL 4 Lender shall levy an interest at 1% per annum above the interest rate on the outstanding amount.

Rs.2,000 million Non-Convertible Debentures due 2022

On December 23, 2016, ReNew Power Private Limited entered into a debenture trust deed ("**DTD**") with Vistra ITCL (India) Limited, pursuant to which it issued rated, unlisted, redeemable, non-cumulative taxable and non-convertible debentures of an aggregate principal amount of Rs.2,000 million due 2022 (the "**2022 NCDs**"). The coupon rate payable on the 2022 NCDs as of March 31, 2020 was 12.65% per annum. As of March 31, 2020, Rs.2,000 million in principal amount of 2022 NCDs was outstanding.

The obligations under the 2022 NCDs are secured, *inter alia*, by: (i) first ranking and exclusive charge on all the rights, title, interest and benefits of ReNew Power Private Limited in respect of the immovable properties relating to the project; (ii) first pari-passu charge and hypothecation on ReNew Power Private Limited's movable assets, current assets, cash accruals, including but not limited to receivables, book debts, cash and bank balances, both present and future; and (iii) first ranking pledge of unencumbered equity shares and/or preference shares legally and beneficially held by ReNew Power Private Limited or its subsidiaries ("**Pledged Shares**"). The security package for the 2022 NCDs excludes any assets of ReNew Power Private Limited which form part of any projects being undertaken by ReNew Power Private Limited and specifically charged to banks or financial institutions providing financial assistances to ReNew Power Private Limited in relation to any projects, and all equity shares, preference shares and other equity investments held by ReNew Power Private Limited in any entity to the extent they do not form part of the Pledged Shares.

ReNew Power Private Limited is required to maintain: (i) a standalone net debt to tangible net worth ratio not greater than 3.00 times; (ii) an overall consolidated funded debt to tangible net worth ratio not greater than 3.00 times; (iii) a standalone funded debt to consolidated earnings before interest, tax, depreciation and amortization of ReNew Power Private Limited but excluding any extraordinary items ("**Consolidated EBITDA**") ratio not greater than 3.33 times; and (iv) a consolidated funded debt to Consolidated EBITDA ratio not greater than 6.00 times.

Pursuant to the terms of the DTD, the 2022 NCDs limit the ability of ReNew Power Private Limited to, *inter alia*: (i) effect or agree to effect any merger, reconstruction, reorganization, takeover, amalgamation, compromise or similar arrangements; (ii) effect any sale of any encumbered assets or any business, division, any subsidiary, if such disposals exceed Rs.10,000 million; (iii) create any security interest over the assets secured in relation to the 2020 NCDs, other than as permitted under the DTD; (iv) amend, supplement or modify the terms of the constitutional documents, other than as permitted under the DTD; (v) enter into any transaction other than on arm's length basis; (vi) pay any dividends, if any event of default is subsisting under the terms of the 2022 NCDs; and (vii) change its corporate entity of a private limited company, unless ReNew Power Private Limited is proposing an initial public offering of its equity shares.

The DTD contains certain customary events of default, including default in the payment amounts due under the DTD or other debenture documents, breaches of obligations, commencement of insolvency or other such proceedings, breach of any financial covenant, cross-default in excess of Rs.1,000 million, and other events of default specified in the DTD. If an event of default occurs and is continuing, the trustee under the DTD may declare amounts due to be immediately due and payable.

Rs.3,210 million Non-Convertible Debentures due 2025

On October 5, 2017, ReNew Power Private Limited entered into a debenture trust deed ("**DTD**") with Vistra ITCL (India) Limited, further amended by addendum dated November 8, 2019 pursuant to which it issued secured, partly paid-up, rated, unlisted, redeemable, taxable and non-convertible debentures of an aggregate principal amount of Rs.3,210 million due 2025 (the "**2025 NCDs**"). The coupon rate payable on the 2025 NCDs as of March 31, 2020 was 9.45% per annum. As of March 31, 2020, Rs. 3,210 million in principal amount of 2025 NCDs was outstanding.

The obligations under the 2025 NCDs are secured, *inter alia*, by: (i) first and exclusive charge by way of mortgage over the immovable properties of ReNew Power Private Limited relating to the 44 MW wind power project at Amba, Ratlam district of Madhya Pradesh (the "**Project**") and other immovable properties of ReNew Power Private Limited as may be required in relation to the issue of debentures, both present and future; (ii) first and exclusive charge on all the movable fixed assets in relation to the Project, both present and future; (iii) first and exclusive charge over all bank accounts and current assets pertaining to the Project; (iv) first and exclusive charge on the present and future revenues and receivables, book debts, operating and other cash flows, commissions and revenues pertaining to the Project; (v) first and exclusive charge on all present and future intangible assets relating to the Project, including goodwill; and (vi) first and exclusive charge and assignment by way of security in all the rights, title, interests, benefits, claims and demands whatsoever of ReNew Power Private Limited in the Project documents, licenses, consents and clearances relating to the Project, trade documents, letters of credit, guarantees, performance bonds and insurance contracts in relation to the Project.

ReNew Power Private Limited is required to, inter alia, maintain: (i) a standalone net debt to tangible net worth ratio not exceeding 3.00 times; (ii) an overall consolidated net debt to consolidated earnings before interest, tax, depreciation and amortization of ReNew Power Private Limited but excluding any extraordinary items ("**Consolidated EBITDA**") not exceeding seven times subject to a maximum of Rs. 380,000 million until June 30, 2020; and (iii) operating net debt / operating EBITDA not exceeding 5.75x.

Pursuant to the terms of the DTD, the 2025 NCDs limit the ability of ReNew Power Private Limited to, *inter alia*: (i) effect or agree to effect any merger, reconstruction, reorganization, takeover, amalgamation, compromise or similar arrangements; (ii) effect any sale, lease, transfer or otherwise disposal of secured assets; (iii) create any security interest over the assets secured in relation to the 2020 NCDs, other than as permitted under the DTD; (iv) amend, alter or modify the terms of the constitutional documents, other than as permitted under the DTD; (v) enter into any transaction other than on arm's length basis; and (vi) change its corporate entity of a private limited company, unless ReNew Power Private Limited is proposing an initial public offering of its equity shares.

The DTD contains certain customary events of default, including default in the payment amounts due under the DTD or other debenture documents, breaches of obligations, commencement of insolvency or other such proceedings, breach of any financial covenant, ReNew Power Private Limited ceasing to have direct control over the Project, cross-default under any of the indebtedness of ReNew Power Private Limited, and other events of default specified in the DTD. If an event of default occurs and is continuing, the trustee under the DTD may declare amounts due to be immediately due and payable.

Rs.10,000 million Non-Convertible Debentures due 2021

On May 25, 2018, ReNew Power Private Limited entered into a debenture trust deed ("**DTD**") with Axis Trustee Services Limited, further amended by addendum dated October 1, 2019 pursuant to which it issued senior, rated, listed, secured, redeemable, non-cumulative, taxable and non-convertible debentures of an aggregate principal amount of Rs.10,000 million due 2021 (the "**2021 NCDs**"). The coupon rate payable on the 2021 NCDs as of March 31, 2020 was 12.75% per annum. As of March 31, 2020, Rs 5,060 million in principal amount of 2021 NCDs was outstanding.

The obligations under the 2021 NCDs are secured by: (i) a first pari-passu charge and hypothecation on ReNew Power Private Limited's present and future movable assets, current assets and cash accruals; (ii) a pledge over the equity shares, preference shares, compulsorily convertible debentures and other securities convertible into equity shares issued by certain subsidiaries of Ostro Energy Private Limited (a subsidiary of ReNew Power

Private Limited) listed under the DTD and as may be identified between the debenture trustee and ReNew Power Private Limited; and (iii) a first and exclusive charge, by way of mortgage in a form and manner satisfactory to the debenture trustee on the mortgaged properties. The security package for the 2021 NCDs excludes any assets of ReNew Power Private Limited which form part of any projects being undertaken by ReNew Power Private Limited and all inter-company loans and deposits provided by ReNew Power Private Limited.

ReNew Power Private Limited is required to, inter alia, maintain: (i) a standalone net debt to tangible net worth ratio not exceeding 3.00 times; (ii) an overall consolidated net debt to consolidated earnings before interest, tax, depreciation and amortization of ReNew Power Private Limited but excluding any extraordinary items ("**Consolidated EBITDA**") not exceeding seven times subject to a maximum of Rs. 380,000 million until June 30, 2020; (iii) operating net debt / operating EBITDA not exceeding 5.75x.

Pursuant to the terms of the DTD, the 2021 NCDs limit the ability of ReNew Power Private Limited to, *inter alia*: (i) take or agree to take any action for merger, reconstruction, reorganization, takeover, amalgamation, compromise or similar arrangements; (ii) effect the sale, lease, transfer or otherwise disposal of secured assets or any assets, properties, shares, business, division, any subsidiary, if such disposals exceed Rs.10,000 million; (iii) create any security interest over the assets secured in relation to the 2021 NCDs, other than as permitted under the DTD; (iv) amend, alter or modify the terms of the project documents, other than as permitted under the DTD; (v) enter into any transaction other than on arm's length basis; and (vi) pay any dividends, if any event of default is subsisting under the terms of the 2021 NCDs.

The DTD contains certain customary events of default, including default in the payment amounts due under the DTD or other debenture documents, breaches of obligations, commencement of insolvency or other such proceedings, breach of any financial covenant, non-creation, non-perfection or non-maintenance of security as required under the DTD, cross-default under any financial indebtedness of ReNew Power Private Limited, and other events of default specified in the DTD. If an event of default occurs and is continuing, the trustee under the DTD may declare amounts due to be immediately due and payable.

Other Indebtedness

ReNew Power Private Limited has also entered into certain non-fund based facilities which are primarily used for the issuance of letters of credit, letters of undertaking and bank guarantees. Such facilities have been borrowed from various banks including RBL Bank Limited, YBL, IndusInd Bank Limited, Kotak Mahindra Bank Limited, J.P. Morgan Chase Bank, N.A and IDFC Bank Limited.

The Restricted Group has also availed debt from certain related parties aggregating Rs. 3,777 million as on June 30, 2020.

Green Bond Issuances by ReNew Power Private Limited

US$300 million – 6.45% Senior Secured Notes due 2022

ReNew Power Private Limited issued US$300 million of 6.45% U.S. dollar denominated green bonds in September 2019 (the "2019 Green Bonds"). The proceeds of the offering were used for capital expenditure, as well as payments for or on account of the import or purchase or capital goods or other liabilities in relation to eligible green projects of ReNew Power Private Limited or the Group.

Interest on the 2019 Green Bonds is payable semi-annually in arrears in March and September of each year, and the 2019 Green Bonds mature on September 27, 2022. The 2019 Green Bonds are secured by a first ranking charge over certain project assets of ReNew Power Private Limited, and a first ranking pledge over 100% of the equity shares (other than one equity share) and 61.67% of the redeemable preference shares of ReNew Power Services Private Limited (the "2019 Pledge Collateral"). The terms of the 2019 Green Bonds require ReNew Power Private Limited to maintain a security coverage ratio of at least 1.0, which will be tested on an annual basis based on the audited financial statements of ReNew Power Private Limited at the end of the most recent fiscal year. If the security coverage ratio so calculated exceeds 1.0 as of testing date, then ReNew Power Private Limited can, subject to certain conditions, require the release of security created over all or any part of the 2019 Pledge Collateral subject to security coverage ratio of at least 1.0 being maintained. The amount outstanding as on March 31, 2020 was Rs. 22,658.10 million.

US$450 million – 5.875% Senior Secured Notes due 2027

ReNew Power Private Limited issued US$450 million of 5.875% U.S. dollar denominated green bonds in January 2020 (the "2020 Green Bonds"). The proceeds of the offering were used for prepayment of certain indebtedness of the ReNew Power Private Limited, capital expenditure of ReNew Power Private Limited in eligible green projects as well as for on-lending to one or more subsidiaries of ReNew Power Private Limited (which amounts were to be utilized by each such subsidiary for capital expenditure in eligible green projects).

Interest on the 2020 Green Bonds is payable semi-annually in arrears in January and July of each year, and the 2020 Green Bonds mature on March 5, 2027. The 2020 Green Bonds are secured by a first ranking charge over the SECI II Project of ReNew Power Private Limited, and a first ranking pledge over the SECI II Project (the "2020 Pledge Collateral"). The terms of the 2020 Green Bonds require ReNew Power Private Limited to maintain a security coverage ratio of at least 1.0, which will be tested on an annual basis based on the audited financial statements of ReNew Power Private Limited at the end of the most recent fiscal year. If the security coverage ratio so calculated exceeds 1.0 as of testing date, then ReNew Power Private Limited can, subject to certain conditions, require the release of security created over all or any part of the 2020 Pledge Collateral subject to security coverage ratio of at least 1.0 being maintained. The amount outstanding as on March 31, 2020 was Rs. 33,987.15 million.

DESCRIPTION OF THE NCDs

In this Description of the NCDs, the term "**Parent Guarantor**" refers only to ReNew Power Private Limited and not to any of its subsidiaries, and the term "**Issuer**" refers to any of ReNew Wind Energy (AP) Private Limited, Shruti Power Projects Private Limited, Zemira Renewable Energy Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited, Bhumi Prakash Private Limited, Tarun Kiran Bhoomi Private Limited, ReNew Wind Energy (AP 3) Private Limited, Bidwal Renewable Private Limited and Pugalur Renewable Private Limited (as the context requires), and any successor obligor to any of the NCDs issued by any of them, and the term "**Issuers**" refers to all of them. The due and punctual payment of all amounts payable by each Issuer in connection with the issuance of its series of NCDs, including principal, premium, if any, and interest thereon, will be unconditionally and irrevocably guaranteed on a senior basis by each of the other Issuers (each, in such capacity, a "**Guarantor**," and collectively, the "**Guarantors**") and the Parent Guarantor (each, a "**Guarantee**," and collectively, the "**Guarantees**"). Each Issuer will issue its series of NCDs under a debenture trust deed (each, a "**Debenture Trust Deed**", and collectively, the "**Debenture Trust Deeds**") to be dated on the Original Issue Date, among, the applicable Issuer, the Guarantors, the Parent Guarantor, the Debenture Trustee (as defined below) and the other parties named therein, in transactions that will not be subjected to the registration requirements of the Securities Act. The terms of each series of NCDs will be stated in the applicable Debenture Trust Deed. The Collateral Documents referred to under the caption "*—Security*" will define the terms of the agreements that will secure the applicable series of NCDs. Defined terms used in this Description of the NCDs but not defined under the caption "*—Certain Definitions*" have the meanings assigned to them in the Debenture Trust Deeds.

The following Description of the NCDs is a summary of the material provisions of the Debenture Trust Deeds, the NCDs, the Guarantees, the Collateral Documents and the Trust and Retention Account Agreements. This summary does not purport to be complete and is qualified in its entirety by reference to all of the provisions of those agreements. It does not restate those agreements in their entirety. We urge you to read the Debenture Trust Deeds and, once (and if) executed, the Collateral Documents and, if executed, the Trust and Retention Account Agreements, because they, and not this description, define your rights as Holders. Copies of the Debenture Trust Deeds and, once (and if) executed, the Collateral Documents and the Trust and Retention Account Agreements, will be made available as set forth under the caption "*—Additional Information*."

The Holder of an NCD will be treated as the owner of it for all purposes. Only registered Holders will have rights under the Debenture Trust Deeds.

*Repatriation of proceeds pursuant to any early redemption, repurchase or early repayment of any series of NCDs or certain amendments to the terms and conditions of the series of NCDs by the applicable Issuer as described hereunder may require the prior approval of the Reserve Bank of India (the "**RBI**") in accordance with applicable Indian regulations, and such approval may not be forthcoming. See "Risk Factors—Risks Relating to the NCDs— The Holders of the NCDs may not be able to repatriate the proceeds from the redemption or prepayment of the NCDs in a timely manner on the occurrence of an event of default or on an early repayment within the committed retention period.".*

Brief Description of the NCDs and the Guarantees

The NCDs

Each series of NCDs issued by an Issuer will:

(1) be a general obligation of such Issuer;

(2) rank senior in right of payment to any obligations of such Issuer that are subordinated in right of payment to the series of NCDs;

(3) rank equally in right of payment with any obligations of such Issuer that are not subordinated in right of payment to the series of NCDs;

(4) be unconditionally guaranteed by the Guarantors and the Parent Guarantor in accordance with the applicable Debenture Trust Deed, subject to the limitations described under "*Brief Description of the NCDs and the Guarantees—The Guarantees*" and "*Risk Factors—Risks Relating to the NCDs—The Guarantees may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantees;*"

(5) be effectively subordinated to any other secured Indebtedness to the extent of the value of the assets of such Issuer which are securing such other Indebtedness; and

(6) be secured by a Lien on the applicable Collateral as further described under the caption "—*Security*."

The Guarantees

Under each of the Debenture Trust Deeds, each of the Issuers will Guarantee the due and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, each other series of NCDs. The obligations of each of the Guarantors under its Guarantee will be limited as necessary to prevent the Guarantees from constituting a fraudulent conveyance under applicable law. See "*Risk Factors—Risks Relating to the NCDs— The Guarantees may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantees.*"

Each Guarantee provided by a Guarantor will:

(1) be a general obligation of such Guarantor;

(2) rank senior in right of payment to any obligations of such Guarantor that are subordinated in right of payment to its Guarantee;

(3) rank equally in right of payment with any obligations of such Guarantor that are not subordinated in right of payment to its Guarantee; and

(4) be effectively subordinated to any secured Indebtedness to the extent of the value of the assets of such Guarantor securing such Indebtedness; and

(5) be secured by a Lien on the applicable Collateral as further described under the caption "—*Security*."

Under each of the Debenture Trust Deeds, the Parent Guarantor will Guarantee the due and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, each series of NCDs. The obligations of the Parent Guarantor under each of its Guarantees will be limited as necessary to prevent the Guarantees from constituting a fraudulent conveyance under applicable law. See "*Risk Factors—Risks Relating to the NCDs—The Guarantees may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantees.*"

Each of the Guarantees provided by the Parent Guarantor will:

(1) be a general obligation of the Parent Guarantor;

(2) be senior in right of payment to any existing and future obligations of the Parent Guarantor that are subordinated in right of payment to its Guarantee;

(3) rank equally in right of payment with any existing and future obligations of the Parent Guarantor that are not subordinated in right of payment to its Guarantee;

(4) be effectively subordinated to any existing and future secured Indebtedness of the Parent Guarantor to the extent of the value of the assets securing such Indebtedness; and

(5) be effectively subordinated to all existing and future obligations of any Subsidiary of the Parent Guarantor that does not also Guarantee the NCDs.

The Guarantees of the Guarantors will automatically be released:

(1) upon Legal Defeasance, Covenant Defeasance or satisfaction and discharge of the applicable Debenture Trust Deed as provided under the captions "*—Legal Defeasance and Covenant Defeasance*" and "*—Satisfaction and Discharge*"; and

(2) upon repayment in full of the particular series of NCDs.

The Guarantee by the Parent Guarantor will automatically be released (any such release, a "**Parent Guarantor Release Event**") and the Parent Guarantor's obligations under each of the Debenture Trust Deeds shall automatically terminate (other than its obligations under any of the Collateral Documents except to the extent set forth under the caption "*—Security—Releases"*):

(1) upon Legal Defeasance, Covenant Defeasance or satisfaction and discharge of the applicable Debenture Trust Deed as provided under the captions "*—Legal Defeasance and Covenant Defeasance*" and "—Satisfaction and Discharge";

(2) upon repayment in full of the NCDs;

(3) upon the Parent Guarantor (including any entity with or into which the Parent Guarantor is merged or consolidated or liquidated) ceasing to own, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of each of the Issuers which constitutes a Change of Control Non-Coupon Step-Up Event; provided that such Change of Control Non-Coupon Step-Up Event shall have been undertaken in compliance with the covenant described under the caption "*—Change of Control Redemptions;*" and

(4) upon the direct or indirect sale, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the properties or assets of the Restricted Group to any "person" (within the meaning of section 13(d) of the Exchange Act), other than to one or more Permitted Holders; *provided* that such Change of Control Non-Coupon Step-Up Event shall constitute a Qualified Asset Sale.

No release of a Guarantor or the Parent Guarantor from its Guarantee will be effective against the applicable Debenture Trustee or Holders until the applicable Issuer shall have delivered to the applicable Debenture Trustee an Officer's Certificate stating that all requirements relating to such release and discharge have been complied with and that such release and discharge is authorized and permitted under the applicable Debenture Trust Deed. The applicable Debenture Trustee shall be entitled to rely on such Officer's Certificate as conclusive evidence for release of such Guarantee.

Security

General

(1) The series of NCDs issued by an Issuer, the obligations of such Issuer in relation to such NCDs and the Guarantee issued by an Issuer will be secured by the following Indian law governed security:

  a. a first ranking charge over the movable (tangible and intangible) assets and current assets of all Issuers, including (without limitation) their cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future;

  b. a first ranking charge over the trust and retention accounts (if any) opened by all Issuers and all other bank accounts of all Issuers (whether currently in existence or acquired/opened thereafter), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future;

  c. a first ranking charge over the rights, title, interest, benefits, claims and demands whatsoever of all Issuers under their project documents (including, without limitation, the power purchase agreements, engineering, procurement and construction contracts, operation and maintenance contracts, insurance contracts, letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances), both present and future; and

  d. a first ranking pledge over 51.0% of the equity shares the Issuers, both present and future (the "**Pledge Collateral**"); and

(2) each series of the NCDs issued by an Issuer, obligations of such Issuer in relation to such NCDs and the Guarantee issued by such Issuer will also be secured by a first ranking mortgage over the immovable properties (including in the form of leasehold rights) of such Issuer (in connection with the project(s) of the applicable Issuer), both present and future (it being understood that in respect of the revenue land in Madhya Pradesh on which ReNew Wind Energy (AP 3) Private Limited is developing a project, a facilitation or step-in/substitution letter will instead be provided),

all as more specifically described in Appendix A.

Notwithstanding the above, the NCDs, the Guarantees and the obligations of the Issuers thereunder will not be secured by:

(1) such accounts referred to in Appendix A which are required to be exclusively charged for the benefit of the providers of the relevant Indebtedness; and

(2) the Project Funding and all rights, benefits, interests, demands, claims and proceeds from or in respect of the Project Funding (or any investment or re-investment (in any form) of the proceeds

received from the prepayment, repayment or redemption of such amounts) (where "**Project Funding**" means the contributions by the Issuers from the proceeds of the NCDs, cash and cash equivalents on the Original Issue Date and Original Issue Date Receivables, in the form of loans, advances, bonds, debentures, shares, securities, letters of credit or other investments in, or to, direct or indirect subsidiaries of the Parent Guarantor, excluding (for the avoidance of doubt) contributions made in the form of Parent Guarantor Loans).

See Appendix A for a more detailed description of the Collateral. See also "*—Events of Default and Remedies*" and "*Risk Factors—Risks Relating to the NCDs.*"

Releases

The Liens over the applicable Collateral securing the applicable NCDs and the Guarantees may be released under any one or more of the following circumstances without the consent of any Holder:

(1) with respect to a Guarantor, upon the release of such Guarantor's Guarantee pursuant to the terms of the Debenture Trust Deeds, the release of the Liens over the property, assets and Capital Stock of such Guarantor;

(2) in connection with a Change of Control Non-Coupon Step-Up Event as described under prong (2) of the definition thereof which is undertaken in compliance with the covenant described under the caption "*— Change of Control Redemptions*", the release of the Liens over the applicable Pledge Collateral required to effect such Change of Control Non-Coupon Step-Up Event;

(3) in connection with a Change of Control Non-Coupon Step-Up Event as described under prong (3) of the definition thereof which is undertaken in compliance with the covenant described under the caption "—Change of Control Redemptions", the release of the Liens over the applicable Pledge Collateral required to effect such Change of Control Non-Coupon Step-Up Event;

(4) in connection with a Change of Control Non-Coupon Step-Up Event as described under prong (4) of the definition thereof which is undertaken in compliance with the covenant described under the caption "*—Change of Control Redemptions*", the release of the Liens over the applicable Pledge Collateral required to effect such Change of Control Non-Coupon Step-Up Event;

(5) in connection with any transaction whereby the Parent Guarantor ceases to own, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of any Issuer, whereby, in connection with such transaction, (a) one or more Permitted Holders owns, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of such Issuer or (b) immediately post the consummation of an INVIT Offering, the Parent Guarantor and the Permitted Holders collectively own, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of each of the Issuers, the release of the Liens over the applicable Pledge Collateral required to effect such transaction, *provided* that the first ranking security interest over such Collateral is immediately re-created in favor of the Debenture Trustee for the benefit of the Holders, and for the purposes of the relevant other Lien immediately after the release of such Collateral by the Debenture Trustee;

(6) in connection with a Change of Control Coupon Step-Up Event as described under prong (1) of the definition thereof which is undertaken in compliance with the covenant described under the caption "*—Change of Control Redemptions*", the release of the Liens over the applicable Collateral required to effect such Change of Control Coupon Step-Up Event;

(7) in connection with the direct or indirect sale, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent Guarantor and the Restricted Group, taken as a whole, to one or more Permitted Holders, the release of the Liens over the applicable Collateral required to effect such transaction, *provided* that the first ranking security interest over such Collateral is immediately re-created in favor of the Debenture Trustee for the benefit of the Holders, and for the purposes of the relevant other Lien immediately after the release of such Collateral by the Debenture Trustee;

(8) in a transaction that complies with the provisions described in "*—Certain Covenants—Merger, Consolidation and Sale of Assets*", the release of the Liens over the applicable Collateral required to effect such transaction;

(9) upon the Legal Defeasance, Covenant Defeasance, satisfaction or discharge of the particular series of NCDs as provided under the caption "*—Legal Defeasance and Covenant Defeasance*" or "*—Satisfaction and Discharge*," in each case, in accordance with the terms and conditions of the applicable Debenture Trust Deed;

(10) in connection with any sale, assignment, transfer, conveyance or other disposition of such property or assets (including Capital Stock of an Issuer) to a Person that is not (either before or after giving effect to such transaction) an Issuer, if the sale or other disposition is not prohibited by, or does not otherwise violate, the "*—Asset Sales*" covenant;

(11) the release of the Lien over the applicable Pledge Collateral for the creation of any other Lien over such Pledge Collateral, provided that the first ranking security interest over such Pledge Collateral is immediately re-created in favor of the Debenture Trustee for the benefit of the Holders, and for the purposes of the relevant other Lien immediately after the release of such Pledge Collateral by the Debenture Trustee;

(12) the release of the Lien over the applicable Pledge Collateral solely in connection with an INVIT Offering, provided that the first ranking security interest over such Pledge Collateral is immediately re-created in favor of the Debenture Trustee for the benefit of the Holders, and for the purposes of the relevant other Lien immediately after the release of such Pledge Collateral by the Debenture Trustee; or

(13) as described under the caption "*—Amendment, Supplement and Waiver*."

Trust and Retention Account Agreements

Each trust and retention account agreement ("**Trust and Retention Account Agreement**") executed by the relevant Issuer with *inter alia* an Indian branch of a bank as the account bank and the Debenture Trustee will provide for the opening of a trust and retention account.

Each trust and retention account will have the sub-accounts identified in the waterfall set out below, and the corresponding Trust and Retention Account Agreement will provide the terms and conditions on which all deposits and withdrawals from the sub-accounts of that trust and retention account may be made. All accounts will be denominated in INR and all amounts will be deposited in INR in such accounts.

(1) Revenue Account:

- *Deposits*: For deposit of:
  - (i) all amounts in respect of the relevant project(s) and the Annual RSEPL Injection Amount (other than (a) the proceeds from issuance of the NCDs, (b) the proceeds from the Incurrence of any other Indebtedness, Subordinated Indebtedness and Subordinated Funding Debt or the issuance of any Common Stock, CCDs and Preferred Stock, in each case as permitted under the relevant Debenture Trust Deed, (c) any amount infused in or extended to the Issuer by the Parent Guarantor and/or its affiliates for a specific purpose[1], (d) insurance proceeds, (e) proceeds of disposal of assets (including enforcement of the Collateral and the Other Debt Collateral (as defined below)), and (f) compensation for expropriation of assets and damages or termination payments made to the relevant Issuer under any project documents); and
  - (ii) the amounts that were lying to the credit of the construction account or any other sub-accounts, escrow accounts or trust and retention accounts of the relevant Issuer, on their closure, if applicable (other than any amounts representing Original Issue Date Receivables lying to the credit of such accounts), unless the foregoing accounts will continue to be maintained and will be governed by the terms of the Trust and Retention Account Agreement.
- *Withdrawals*: For deposit of amounts (other than any amounts representing Original Issue Date Receivables deposited in or lying to the credit of the Revenue Account) in the accounts set out in 2 to 6 below in the following order of priority, and for deposit of any amounts representing Original Issue Date Receivables deposited in or lying to the credit of the Revenue Account into the Distribution Account.

(2) **Statutory Dues Account**:

- *Deposits*: From the Revenue Account, the Surplus Account, the Operations and Maintenance Costs Account, the Distribution Account and from the corresponding accounts (excluding the revenue account) of the trust and retention accounts of the other Issuers.
- *Withdrawals*: For payments of taxes and statutory dues.

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[1] Such amounts will be deposited in the relevant account from which they can be applied towards the purpose for which the funds have been infused.

(3) **Operations and Maintenance Costs Account**:

- *Deposits:* From the Revenue Account, the Surplus Account, the Distribution Account and from the corresponding accounts (excluding the revenue account) of the trust and retention accounts of the other Issuers.

- *Withdrawals:* For payment of operating costs and expenses (including the cost of utilities, salaries and administrative overheads, insurance premiums, costs and expenses incurred in the operation, management and maintenance of the relevant project, and costs of professionals and consultants) up to the annual limits set out in Appendix C of this "*Description of the NCDs*", as applicable to the relevant Issuer (the "**Annual O&M Cap**") (with a permissible variation of 10%) and to fund deficiencies in the Statutory Dues Account and the statutory dues account of the trust and retention accounts of the other Issuers. (The Annual O&M Cap set out above will exclude all applicable Taxes which will be paid at actuals.) To the extent that the operating costs and expenses paid in any financial year are less that the Annual O&M Cap for that financial year, the difference between the Annual O&M Cap and the operating costs and expenses paid for that financial year will be added to the Annual O&M Cap for the next financial year and such increased amount shall be considered as the Annual O&M Cap only for that next financial year.

(4) **Onshore Debt Payment Account**:

- *Deposits:* The amount equivalent to the principal, coupon and other amounts set out in the relevant notice of debt service provided by the Issuer in accordance with the Trust and Retention Account Agreement, as will accrue in respect of the NCDs issued by the Issuer in the month in which the relevant monthly distribution date falls, transferred from the Revenue Account, the Surplus Account, the Distribution Account and the corresponding accounts (excluding the revenue account) of the trust and retention accounts of the other Issuers, on a pro-rata basis with the amounts being deposited to the Other Debt Payment Account.
- *Withdrawals:* For servicing the principal, coupon and other amounts in relation to the NCDs issued by the Issuer, on a pro-rata basis.

(5) **Other Debt Payment Account[2]:**

- *Deposits:* The amount equivalent to the principal, interest and other amounts set out in the relevant notice of debt service provided by the Issuer in accordance with the Trust and Retention Account Agreement, as due and payable in respect of the Indebtedness Incurred under the caption "*—Certain Covenants –Incurrence of Indebtedness and Issuance of Preferred Stock* (other than the NCDs issued by the Issuer) and agreed to be serviced from the trust and retention account by such Issuer and the creditor of such Indebtedness ("**Other Debt**") in the month in which the relevant monthly distribution date falls from the Revenue Account, the Surplus Account, the Distribution Account and the corresponding accounts (excluding the revenue account) of the trust and retention accounts of the other Issuers, on a pro-rata basis with the amounts being deposited to the Onshore Debt Payment Account.

- *Withdrawals:* For servicing the principal, interest and other amounts in relation to the Other Debt to the extent permitted by the terms of the relevant Debenture Trust Deed.

(6) **Surplus Account**:

- *Deposits:* Any balance amounts in the Revenue Account after making the deposits described in 2 to 5 above and amounts transferred from the Compensation Account.

- *Withdrawals:* For application in the following order of priority:
  - (i) funding shortfalls in the accounts listed in paragraphs 2 to 5 above;
  - (ii) funding shortfalls in the trust and retention accounts of the other Issuers (other than their compensation account, enforcement proceeds account, surplus account and distribution account); and
  - (iii) (a) payments towards transactions that do not violate the terms of the relevant Debenture Trust Deed and which are neither payments which are restricted under the covenant described under "*—Certain Covenants—Restricted Payments*" nor restricted payments (howsoever defined) in

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[2] Separate accounts may be created and maintained in respect of each creditor extending the Other Debt.

the facility agreement(s) in respect of the Other Debt (such facility agreement(s), the "**Other Debt Facility Agreements**"); and/or (b) after satisfaction of the conditions required to be fulfilled by the terms of the relevant Debenture Trust Deed and the Other Debt Facility Agreements, for transfer into the Distribution Account to make any payments which are restricted under the covenant described under "*—Certain Covenants—Restricted Payments*" or are restricted payments (howsoever defined) in the Other Debt Facility Agreements.

(7) **Distribution Account**:

- *Deposits:* Deposits into this account comprise amounts transferred from the Surplus Account and any amounts representing Original Issue Date Receivables transferred from the Revenue Account. All other amounts representing Original Issue Date Receivables lying to the credit of the construction account or, if applicable, any other sub-accounts, escrow accounts or trust and retention accounts of the relevant Issuer, on their closure (if applicable) shall also be deposited in the Distribution Account.

- *Withdrawals:* To fund shortfalls in the accounts listed in paragraphs 2 to 5 above and the corresponding accounts of the trust and retention accounts of the other Issuers and to make any payments which are restricted under the covenant described under "*—Certain Covenants—Restricted Payments*" or are restricted payments (howsoever defined) in the Other Debt Facility Agreements, and/or payments towards transactions that do not violate the terms of the relevant Debenture Trust Deed or the Other Debt Facility Agreements and related financing documents.

(8) **Compensation Account**:

- *Deposits:* Insurance proceeds, proceeds of disposal of assets, compensation for expropriation of assets, damages and termination payments made to the relevant Issuer under any project documents (excluding proceeds from third party liability insurance policies and any amounts from the enforcement of the Collateral and the Liens created for the benefit of the providers of the Other Debt ("**Other Debt Collateral**")).

- *Withdrawals:* For payment of penalties and liquidated damages payable by the relevant Issuer under its project documents and for repairs and replacements etc. of the assets of that Issuer. Any amounts lying in this account after application as aforesaid shall be transferred to the Surplus Account.

(9) **Onshore Debt Enforcement Proceeds Account**:

- *Deposits:* Proceeds from enforcement of (i) the Guarantees, and (ii) the Collateral created solely in respect of the NCDs and the Guarantees issued by the Guarantors (the "**Exclusive Onshore Debt Collateral**").

- *Withdrawals:* For application in the following order of priority:
    - (i) **first**, in or towards payment pro-rata of any unpaid amount owing to the Debenture Trustee and any receiver, agent or any delegate thereof, in respect of the NCDs;
    - (ii) **second**, in or towards payment pro-rata of the amount of all costs and expenses (including legal fees) incurred by any secured party in respect of the NCDs in connection with any realization and enforcement of the Exclusive Onshore Debt Collateral or the invocation of the Guarantees or preservation of its rights;
    - (iii) **third**, in or towards payment pro-rata of any accrued interest, coupon, redemption premium, break costs, fee or commission due but unpaid in respect of the NCDs;
    - (iv) **fourth**, in or towards payment pro-rata of any principal due but unpaid in respect of the NCDs;
    - (v) **fifth**, in or towards payment pro-rata of any other sum due but unpaid under the NCDs; and
    - (vi) **finally**, after all the outstanding amounts in relation to the NCDs have been paid in full, in or towards payment of the surplus (if any) to the relevant Issuer or other person entitled to it.

(10) **Other Debt Enforcement Proceeds Account**[3]**:**

- ○ *Deposits:* Proceeds from enforcement of Other Debt Collateral created solely in respect of the Other Debt (the "**Exclusive Other Debt Collateral**").

- ○ *Withdrawals:* For application in the following order of priority:

  (i) **first**, in or towards payment pro-rata of any unpaid amount owing to the any security trustee or trustee or any receiver, agent or any delegate thereof, in respect of the Other Debt;

  (ii) **second**, in or towards payment pro-rata of the amount of all costs and expenses (including legal fees) incurred by any secured party in respect of the Other Debt in connection with any realization and enforcement of the Exclusive Other Debt Collateral or preservation of its rights;

  (iii) **third**, in or towards payment pro-rata of any principal, accrued coupon, fee or commission due but unpaid in respect of the Other Debt;

  (iv) **fourth**, in or towards payment pro-rata of any other sum due but unpaid under the Other Debt; and

  (v) **finally**, after all the outstanding amounts in relation to the Other Debt have been paid in full, in or towards payment of the surplus (if any) to the relevant Issuer or other person entitled to it.

(11) **Common Enforcement Proceeds Account**:

- ○ *Deposits:* Proceeds from enforcement of Liens created in respect of both (i) the NCDs and/or the Guarantees issued by the Guarantors, and (ii) any Other Debt (the "**Common Collateral**").
- ○ *Withdrawals:* For application in the following order of priority:

  (i) **first**, in the following order of priority:

    (I) in or towards payment pro-rata of any unpaid amount owing to the Debenture Trustee in respect of the NCDs, any security trustee or trustee in respect of the Other Debt (to the extent that the lenders of such debt are first ranking charge holders of the Common Collateral) and any receiver, agent or delegate thereof in respect of the NCDs and such Other Debt; and

    (II) in or towards payment pro-rata of any unpaid amount owing to the any security trustee or trustee in respect of the Other Debt (to the extent that the lenders of such debt are second ranking charge holders of the Common Collateral) and any receiver, agent or delegate thereof in respect of such Other Debt;

  (ii) **second**, in the following order of priority:

    (I) in or towards payment pro-rata of the amount of all costs and expenses (including legal fees) incurred by any secured party in respect of the NCDs and the Other Debt (to the extent that the lenders of such debt are first ranking charge holders of the Common Collateral) in connection with any realization and enforcement of the Common Collateral or preservation of its rights; and

    (II) in or towards payment pro-rata of the amount of all costs and expenses (including legal fees) incurred by any secured party in respect of the Other Debt (to the extent that the lenders of such debt are second ranking charge holders of the Common Collateral) in connection with any realization and enforcement of the Common Collateral or preservation of its rights;

  (iii) **third**, in the following order of priority:

    (I) in or towards payment pro-rata of (A) any accrued interest, coupon, fee or commission due but unpaid in respect of the INR NCD and the Other Debt (to the extent that the lenders of such debt are first ranking charge holders of the Common Collateral); and (B) any principal due but unpaid in respect of the INR NCD and such Other Debt;

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[3] Separate accounts may be created and maintained in respect of each creditor extending the Other Debt.

(II) in or towards payment pro-rata of (A) any accrued interest, coupon, fee or commission due but unpaid in respect of the Other Debt (to the extent that the lenders of such debt are second ranking charge holders of the Common Collateral); and (B) any principal due but unpaid in respect of the INR NCD and such Other Debt;

(iv) **fourth**, in the following order or priority:

(I) in or towards payment pro-rata of any other sum due but unpaid under the NCDs and the Other Debt (to the extent that the lenders of such debt are first ranking charge holders of the Common Collateral); and

(II) in or towards payment pro-rata of any other sum due but unpaid under the Other Debt (to the extent that the lenders of such debt are second ranking charge holders of the Common Collateral); and

(v) **finally**, after all the outstanding amounts in relation to the NCDs and the Other Debt have been paid in full, in or towards payment of the surplus (if any) to the relevant Issuer or other person entitled to it.

Neither the Initial Investor nor any Holder of NCDs is a party to the Trust and Retention Account Agreements. The Trust and Retention Account Agreements will not be designated as a 'Collateral Document'. As such, the terms of the Trust and Retention Account Agreements may be amended, modified or waived in accordance with "*—Amendment, Supplement and Waiver*" of this Description of the NCDs. Further, the Trust and Retention Account Agreements may be terminated and the account bank may be replaced without the consent of the Initial Investor or the Holders of NCDs, except if such termination or replacement would adversely impact the priority of payments with respect to the NCDs.

Principal, Maturity and Interest

Each of the Issuers will issue up to the aggregate principal amount of NCDs in this offering indicated in the table below at the maximum interest rate of 11.72%. The actual aggregate principal amount of NCDs to be issued by each Issuer and the actual interest rate will be determined in accordance with the terms of the NCDs Subscription Agreement.

Issuer	Maximum Principal Amount (Rs. in millions)
ReNew Wind Energy (AP) Private Limited	2,000
Shruti Power Projects Private Limited	1,000
Zemira Renewable Energy Limited	7,000
ReNew Wind Energy (MP Three) Private Limited	2,000
ReNew Wind Energy (Rajasthan Four) Private Limited	1,500
ReNew Wind Energy (Maharashtra) Private Limited	1,500
Bhumi Prakash Private Limited	1,500
Tarun Kiran Bhoomi Private Limited	1,500
ReNew Wind Energy (AP 3) Private Limited	2,000
Bidwal Renewable Private Limited	3,000
Pugalur Renewable Private Limited	6,000

Each of the Issuers will issue its series of NCDs in such denominations as agreed under the NCDs Subscription Agreement. Each series of NCDs will mature on [●], 2027, or if such date is not a Business Day, the immediately preceding Business Day (the "**Maturity Date**"), unless earlier redeemed pursuant to the terms thereof and the applicable Debenture Trust Deed. Each series of NCDs, shall be redeemed by payment of the applicable redemption price plus accrued but unpaid interest, expenses, fees and costs (including the redemption premium) as notified to the Issuers in compliance with the procedures set out under the caption "*—Additional Redemption Procedures in Relation to Initial Investor NCDs*. No service charge will be made for any registration of transfer or exchange of the NCDs, but each of the Issuers may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith.

Subject to any Coupon Step-Up Event, interest on a series of NCDs issued by the applicable Issuer will accrue at the rate determined in accordance with the NCDs Subscription Agreement (the "**Fixed Rate**"), which shall not exceed the maximum interest rate of [•]% per annum and will be payable semi-annually in arrears on each date falling 1 Business Day before [_] and [_] of each year, or if such date is not a Business Day, the immediately preceding Business Day (each, an "**Interest Payment Date**"), commencing on the Interest Payment Date scheduled to fall 1 Business Day before [_]. Interest on the series of NCDs will accrue during each Accrual Period. The amount of interest payable in respect of each principal amount of each series of NCDs as of the applicable Interest Payment Date shall be calculated as the product of: (i) the Fixed Rate (which shall be adjusted to the extent applicable to take into account any Coupon Step-Up Event); (ii) such principal amount of NCDs; and (iii) the Day Count Fraction for the relevant Accrual Period (as defined below). The Fixed Rate of a series of NCDs issued by the applicable Issuer may be modified by mutual agreement between such Issuer and (i) the Debenture Trustee; and/or (ii) the Initial Investor.

"**Accrual Date**" means [_] and [_] in each year (and will not adjust for any day that is not a Business Day).

"**Accrual Period**" means the period from and including an Accrual Date to but excluding the immediately following Accrual Date; *provided* that the initial Accrual Period will start on and include the Original Issue Date and the final Accrual Period will end on but exclude the Maturity Date.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any NCD for any period of time (whether or not constituting an Accrual Period, the "**Calculation Period**"), the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\textit{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1] + [30 \text{ x } (M_2 - M_1] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30.

Each of the Issuers will make each interest payment to the Holders of record at the close of business on the date falling 15 calendar days immediately preceding an Interest Payment Date (each, a "**Record Date**"), notwithstanding any transfer, exchange or cancelation thereof after a Record Date and prior to the immediately following Interest Payment Date. If the date of the payment of interest on the series of NCDs is not a Business Day (as defined below), then payment of interest need not be made in such place on such date but may be made on the succeeding Business Day in such place. If the date of the payment of principal of, or premium, if any, on, the NCDs is not a Business Day, then payment of principal or premium, if any, need not be made in such place on such date but may be made on the immediately succeeding Business Day in such place. Any payment made on such Business Day will have the same force and effect as if made on the date on which such payment is due, and no interest on the series of NCDs will accrue for the period after such date.

Debenture Trustee and Registrar

Axis Trustee Services Limited is to be appointed as debenture trustee (the "**Debenture Trustee**") under the terms of a debenture trustee agreement, dated on or about the Original Issue Date, between the Issuers and the Debenture Trustee (the "**Debenture Trustee Agreement**"). The Issuers will appoint KFin Technologies Private Limited as the registrar and transfer agent (the "**Registrar**") in relation the NCDs pursuant to an agreement to be dated on or about the Original Issue Date, with the Registrar, and may change the Registrar without prior notice to the applicable Debenture Trustee and to the Holders.

Transfer and Exchange

A Holder may transfer or exchange a series of NCDs in accordance with the provisions of the applicable Debenture Trust Deed. The Registrar and the Debenture Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of a series of NCDs. Holders will be required to pay all taxes due on transfer. The Issuers will not be required to transfer or exchange any NCD selected for redemption and will not be required to transfer or exchange any NCD of a series for a period of 15 days before a selection of NCDs to be redeemed.

Initial Investor Put Right

On one business day prior to April 29, 2024 (such date, the "**Initial Investor Put Right Date**"), the Initial Investor shall have the right to require that the Issuers redeem all (but not some only) of the Initial Investor NCDs at the Proposed Redemption Price, plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be repurchased, to (but not including) the applicable date of repurchase (such right, the "**Initial Investor Put Right**"), provided that the Initial Investor shall have first notified the Debenture Trustee by no later than seven days prior to the Initial Investor Put Right Date (such date, the "**Initial Investor Put Right Notice Long-Stop Date**") of its intention to irrevocably exercise its Initial Investor Put Right.

Optional Redemptions

Optional Redemptions Where all NCDs are Initial Investor NCDs

If all NCDs are Initial Investor NCDs:

Upon not less than 30 days nor more than 60 days' prior notice to the applicable Debenture Trustee, any of the Issuers may on any one or more occasions request to redeem up to 40.0% of the aggregate principal amount of its series of Initial Investor NCDs (the "**Equity Clawback Optional Redemption**"), at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "—Additional Redemption Procedures in Relation to Initial Investor NCDs," plus accrued and unpaid interest, if any, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, with the net cash proceeds from an Equity Offering; *provided* that:

(1) at least 60.0% of the aggregate principal amount of that particular series of NCDs remains outstanding immediately after the exercise of any such Equity Clawback Optional Redemption right; and

(2) such Equity Clawback Optional Redemption occurs within 90 days of the date of the closing of the applicable Equity Offering.

Upon not less than 10 days nor more than 60 days' prior notice to the applicable Debenture Trustee, any of the Issuers may on any one or more occasions request to redeem all or any portion of the aggregate principal amount of the Initial Investor NCDs issued under the applicable Debenture Trust Deed, at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "—Additional Redemption Procedures in Relation to Initial Investor NCDs," plus accrued and unpaid interest, if any, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date.

Optional Redemptions Where no NCDs are Initial Investor NCDs

If no NCDs are Initial Investor NCDs:

Upon not less than 30 days nor more than 60 days' prior notice to the applicable Debenture Trustee, any of the Issuers may on any one or more occasions request to redeem up to 40.0% of the aggregate principal amount of its series of NCDs (the "**Equity Clawback Optional Redemption**"), at a redemption price equivalent to par plus the applicable amount of interest payable over 2 Accrual Periods, plus accrued and unpaid interest, if any, to (but not including) the applicable redemption date, subject to the rights of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date, with the net cash proceeds from an Equity Offering; provided that:

(1) at least 60.0% of the aggregate principal amount of that particular series of NCDs remains outstanding immediately after the exercise of any such Equity Clawback Optional Redemption right; and

(2) such Equity Clawback Optional Redemption occurs within 90 days of the date of the closing of the applicable Equity Offering.

Upon not less than 30 days nor more than 60 days' prior notice to the applicable Debenture Trustee, any of the Issuers may on any one or more occasions request to redeem all or any portion of the aggregate principal amount of its series of NCDs, at a redemption price equal to 100.0% of the principal amount of such NCDs redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, if any, to (but not including) the applicable redemption date, subject to the rights of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date; *provided* that no Applicable Premium will be payable if the applicable series of NCDs are redeemed on or after [_].

Optional Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs

If some, but not all, NCDs are Initial Investor NCDs:

Upon not less than 30 days nor more than 60 days' prior notice to the applicable Debenture Trustee, any of the Issuers may request to redeem up to 40.0% of the aggregate principal amount of its series of NCDs (any such redemption, an "**Equity Clawback Optional Redemption**"), at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "*–Additional Redemption Procedures in Relation to Initial Investor NCDs*," plus accrued and unpaid interest, if any, in relation solely to Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, with the net cash proceeds from an Equity Offering; provided that:

(1) such Issuer will have simultaneously exercised its Equity Clawback Optional Redemption on a pro rata basis in relation to all NCDs held by Holders other than the Initial Investor in accordance with, and in the manner set forth under, "*Optional Redemptions – Optional Redemptions Where no NCDs are Initial Investor NCDs*";

(2) at least 60.0% of the aggregate principal amount of that particular series of NCDs remains outstanding immediately after the exercise of any such Equity Clawback Optional Redemption right; and

(3) such Equity Clawback Optional Redemptions occurs within 90 days of the date of the closing of the applicable Equity Offering.

Upon not less than 10 days nor more than 60 days' prior notice to the applicable Debenture Trustee, any of the Issuers may request to redeem all or any portion of the aggregate principal amount of its series of NCDs (any such redemption, a "**Make-Whole Optional Redemption**"), at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "*–Additional Redemption Procedures in Relation to Initial Investor NCDs*," plus accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date; provided that such Issuer will have simultaneously exercised its Make-Whole Optional Redemption on a pro rata basis in relation to all NCDs held by Holders other than the Initial Investor in accordance with, and in the manner set forth under, "Optional Redemptions –Optional Redemptions Where no NCDs are Initial Investor NCDs".

Redemption for Taxation Reasons

Redemption for Taxation Reasons Where all NCDs are Initial Investor NCDs

If all NCDs are Initial Investor NCDs:

A series of Initial Investor NCDs may be redeemed at the option of the applicable Issuer, in whole or in part, upon giving not less than 30 days' nor more than 60 days' notice to the applicable Debenture Trustee (which notice will be irrevocable) (the "**Taxation Redemption**"), at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "*—Additional Redemption Procedures in Relation to Initial Investor NCDs*," together with accrued and unpaid interest (including any Additional Amounts), if any, to the applicable Redemption Date, for redemption if, as a result of:

(1) any change in, or amendment to, the statutes, treaties, protocols, regulations or official administrative guidance having the force of law, of a Relevant Taxing Jurisdiction affecting taxation; or

(2) any change in, or amendment to, the existing official position regarding the application or interpretation of such statutes, treaties, protocols, regulations, rulings or official administrative guidance (including a holding, judgment or order by a court of competent jurisdiction),

which change or amendment becomes effective or, in the case of an official position, is announced, on or after the Original Issue Date, with respect to any payment due or to become due under the Initial Investor

NCDs, the applicable Issuer, any Guarantor or the Parent Guarantor, as the case may be, is, or on the next Interest Payment Date, would be, required to pay Additional Amounts, and such requirement cannot be avoided by the taking of reasonable measures by the applicable Issuer, any Guarantor or the Parent Guarantor, as the case may be (provided that changing the jurisdiction of the applicable Issuer, any Guarantor or the Parent Guarantor is not a reasonable measure for the purposes of this section); provided that:

(1) no request will be given earlier than 90 days prior to the earliest date on which the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, would be obligated to pay such Additional Amounts if a payment in respect of the Initial Investor NCDs were then due; and

(2) where any such requirement to pay Additional Amounts is due to taxes imposed by India or any political subdivision or taxing authority thereof or therein, the applicable Issuer will be permitted to redeem the particular series of Initial Investor NCDs in accordance with the provisions hereof only if the rate of withholding or deduction in respect of which Additional Amounts are required is in excess of 5.0% (plus applicable surcharge and cess).

Prior to the mailing of any notice of redemption of the Initial Investor NCDs pursuant to the foregoing, the applicable Issuer will deliver to the applicable Debenture Trustee at least 30 days but not more than 60 days before a Proposed Redemption Date:

(1) an Officer's Certificate stating that such change or amendment referred to in the prior paragraph has occurred, describing the facts related thereto and stating that such requirement cannot be avoided by the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, taking reasonable measures; and

(2) an Opinion of Counsel or an opinion of a tax consultant of recognized standing with respect to tax matters of the applicable Issuer's, the applicable Guarantor's or the Parent Guarantor's Relevant Taxing Jurisdiction, stating that the requirement to pay such Additional Amounts results from such change or amendment referred to in the prior paragraph.

The applicable Debenture Trustee will be entitled to accept such certificate and opinion as conclusive evidence of the satisfaction of the conditions precedent described above, in which event it will be conclusive and binding on the Initial Investor.

Redemption for Taxation Reasons Where no NCDs are Initial Investor NCDs

If no NCDs are Initial Investor NCDs:

Each series of NCDs may be redeemed, at the option of the applicable Issuer, in whole or in part, upon giving not less than 30 days' nor more than 60 days' notice to the applicable Debenture Trustee (which notice will be irrevocable), at a redemption price equal to 100.0% of the principal amount thereof, plus accrued and unpaid interest (including any Additional Amounts), if any, to the applicable date fixed by the applicable Issuer for redemption if, as a result of:

(1) any change in, or amendment to, the statutes, treaties, protocols, regulations or official administrative guidance having the force of law, of a Relevant Taxing Jurisdiction affecting taxation; or

(2) any change in, or amendment to, the existing official position regarding the application or interpretation of such statutes, treaties, protocols, regulations, rulings or official administrative guidance (including a holding, judgment or order by a court of competent jurisdiction),

which change or amendment becomes effective or, in the case of an official position, is announced, on or after the Original Issue Date, with respect to any payment due or to become due under the NCDs, the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, is, or on the next Interest Payment Date would be, required to pay Additional Amounts, and such requirement cannot be avoided by the taking of reasonable measures by the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be (provided that changing the jurisdiction of the applicable Issuer, the applicable Guarantor or the Parent Guarantor is not a reasonable measure for the purposes of this section); provided that:

(1) no such notice of redemption will be given earlier than 90 days prior to the earliest date on which the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, would be obligated to pay such Additional Amounts if a payment in respect of the particular series of NCDs were then due; and

(2) where any such requirement to pay Additional Amounts is due to taxes imposed by India or any political subdivision or taxing authority thereof or therein, the applicable Issuer will be permitted to redeem the particular series of NCDs in accordance with the provisions hereof only if the rate of withholding or deduction in respect of which Additional Amounts are required is in excess of 5.0% (plus applicable surcharge and cess).

Prior to the mailing of any notice of redemption of the particular series of NCDs pursuant to the foregoing, the applicable Issuer will deliver to the applicable Debenture Trustee at least 30 days but not more than 60 days before a redemption date:

(1) an Officer's Certificate stating that such change or amendment referred to in the prior paragraph has occurred, describing the facts related thereto and stating that such requirement cannot be avoided by the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, taking reasonable measures; and

(2) an Opinion of Counsel or an opinion of a tax consultant of recognized standing with respect to tax matters of the applicable Issuer's, the applicable Guarantor's or the Parent Guarantor's Relevant Taxing Jurisdiction, stating that the requirement to pay such Additional Amounts results from such change or amendment referred to in the prior paragraph.

The applicable Debenture Trustee will accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, in which event it will be conclusive and binding on the Holders.

Redemption for Taxation Reasons Where Only Some, But Not All, NCDs are Initial Investor NCDs

If some, but not all, NCDs are Initial Investor NCDs:

Each series of NCDs may be redeemed at the option of the applicable Issuer, in whole or in part, upon giving not less than 30 days' nor more than 60 days' notice to the applicable Debenture Trustee (which notice will be irrevocable) (any such redemption, a "**Taxation Redemption**"), at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "*–Additional Redemption Procedures in Relation to Initial Investor NCDs*," together with accrued and unpaid interest, if any, in relation solely to the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date (in each case, including any Additional Amounts), if, as a result of:

(1) any change in, or amendment to, the statutes, treaties, protocols, regulations or official administrative guidance having the force of law, of a Relevant Taxing Jurisdiction affecting taxation; or

(2) any change in, or amendment to, the existing official position regarding the application or interpretation of such statutes, treaties, protocols, regulations, rulings or official administrative guidance (including a holding, judgment or order by a court of competent jurisdiction),

which change or amendment becomes effective or, in the case of an official position, is announced, on or after the Original Issue Date, with respect to any payment due or to become due under the Initial Investor NCDs, the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, is, or on the next Interest Payment Date would be, required to pay Additional Amounts, and such requirement cannot be avoided by the taking of reasonable measures by the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be (provided that changing the jurisdiction of the applicable Issuer, the applicable Guarantor or the Parent Guarantor is not a reasonable measure for the purposes of this section); *provided* that:

(1) such Issuer will have simultaneously exercised its Taxation Redemption right on a pro rata basis in relation to all NCDs held by Holders other than the Initial Investor in accordance with, and in the manner set forth under, "Optional Redemptions – Optional Redemptions Where no NCDs are Initial Investor NCDs";

(2) no request will be given earlier than 90 days prior to the earliest date on which the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, would be obligated to pay such Additional Amounts if a payment in respect of the Initial Investor NCDs were then due; and

(3) where any such requirement to pay Additional Amounts is due to taxes imposed by India or any political subdivision or taxing authority thereof or therein, the applicable Issuer will be permitted to redeem the particular series of NCDs in accordance with the provisions hereof only if the rate of

withholding or deduction in respect of which Additional Amounts are required is in excess of 5.0% (plus applicable surcharge and cess).

Prior to the mailing of any notice of redemption of NCDs pursuant to the foregoing, the applicable Issuer will deliver to the applicable Debenture Trustee at least 30 days but not more than 60 days before the applicable Redemption Date:

(1) an Officer's Certificate stating that such change or amendment referred to in the prior paragraph has occurred, describing the facts related thereto and stating that such requirement cannot be avoided by the applicable Issuer taking reasonable measures; and

(2) an Opinion of Counsel or an opinion of a tax consultant of recognized standing with respect to tax matters of the Relevant Taxing Jurisdiction of the applicable Issuer, the applicable Guarantor or the Parent Guarantor, as the case may be, stating that the requirement to pay such Additional Amounts results from such change or amendment referred to in the prior paragraph.

The applicable Debenture Trustee will be entitled to accept such certificate and opinion as conclusive evidence of the satisfaction of the conditions precedent described above, in which event it will be conclusive and binding on the Initial Investor and the other Holders.

Change of Control Redemptions

Change of Control Redemptions Where all NCDs are Initial Investor NCDs

If all NCDs are Initial Investor NCDs:

Change of Control Coupon Step-Up Event

Any of the Issuers may on any one or more occasions send a written request to the Initial Investor requesting that the Initial Investor consent to a proposed Change of Control Coupon Step-Up Event (which request shall include all information which would be necessary for the Initial Investor to determine whether or not to consent to such Change of Control Coupon Step-Up Event) and, in the event that the Initial Investor declines to consent in favor of such proposed Change of Control Coupon Step-Up Event within 60 days of such written request (such 60th day, the "**Drop Dead COC Consent Date**"), then:

(i) to the extent that the proposed Change of Control Coupon Step-Up Event has been completed, then as of the date of such Change of Control Coupon Step-Up Event, the Fixed Rate in relation to each series of Initial Investor NCDs shall increase by an amount as notified to the Issuers by the Initial Investor (such increase, a "**Coupon Step-Up Event**"); and

(ii) within 10 days of the later of (x) the completion of such Change of Control Coupon Step-Up Event and (y) the Drop Dead COC Consent Date, each of the Issuers must simultaneously:

    a. redeem all (but not less than all) of the applicable series of Initial Investor NCDs (such redemption, the "**Mandatory COC Redemption**") at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "*—Additional Redemption Procedures in Relation to Initial Investor NCDs*," and

    b. pay the Proposed Redemption Price, plus accrued and unpaid interest, if any, to the date of purchase, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date;

    provided that should the RBI Approval (if required at the time thereof) not be obtained in relation to the repatriation of funds in connection with such Mandatory COC Redemption, then the applicable Issuer shall not be obligated to undertake the Mandatory COC Redemption.

The Debenture Trustee shall not be required to take any steps to ascertain whether any Change of Control Coupon Step-Up Event has occurred and shall not be liable to any person for any failure to do so.

Change of Control Non-Coupon Step-Up Event

Any of the Issuers may on any one or more occasions send a written request to the Initial Investor requesting that the Initial Investor consent to a potential Change of Control Non-Coupon Step-Up Event (which request shall include all information which would be necessary for the Initial Investor to determine whether or not to consent to such Change of Control Non-Coupon Step-Up Event) and, in the event that the Initial Investor declines to consent in favor of such Change of Control Non-Coupon Step-Up Event within 60 days of such written notice, then such Issuer shall have the right to request to redeem in whole, but not in part, the Initial Investor NCDs issued under its applicable Debenture Trust Deed (the "**Change of Control Non-Coupon Step-Up Event Redemption**"), at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "—Additional Redemption Procedures in Relation to Initial Investor NCDs," plus accrued and unpaid interest, if any, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date, subject to the rights of Holders of such series of NCDs on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

The Debenture Trustee shall not be required to take any steps to ascertain whether any Change of Control Non-Coupon Step-Up Event has occurred and shall not be liable to any person for any failure to do so.

See sub-paragraph (15) under "—Events of Default and Remedies."

Change of Control Redemptions Where no NCDs are Initial Investor NCDs

If no NCDs are Initial Investor NCDs:

If a Change of Control occurs, each Holder will have the right to require each Issuer to redeem all or any part of that Holder's NCDs pursuant to a Change of Control Offer on the terms set forth in the applicable Debenture Trust Deed. In the Change of Control Offer, the applicable Issuer will offer a purchase price in cash equal to 101.0% of the aggregate principal amount of the NCDs (the "**Change of Control Payment**") redeemed, plus accrued and unpaid interest, if any, on the NCDs to be redeemed to (but not including) the applicable date of purchase, subject to the rights of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date. Within 10 days following any Change of Control, the applicable Issuer will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to redeem the NCDs on the Change of Control payment date (the "**Change of Control Payment Date**") specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the applicable Debenture Trust Deed and described in such notice.

The applicable Issuer will comply with the requirements of any securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the redemption of the NCDs as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the applicable Debenture Trust Deed, the applicable Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the applicable Debenture Trust Deed by virtue of such compliance.

On the Change of Control Payment Date, the applicable Issuer will, to the extent lawful:

(1) accept for payment all NCDs or portions of NCDs properly tendered pursuant to the Change of Control Offer; and

(2) pay to the Holders an amount equal to the Change of Control Payment in respect of all NCDs or portions of NCDs properly tendered.

The applicable Issuer will provide to the applicable Debenture Trustee the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the applicable Issuer to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the applicable Debenture Trust Deed are applicable. Except as described above with respect to a Change of Control, the applicable Debenture Trust Deed does not contain provisions that permit the Holders to require that the applicable Issuer redeems the NCDs in the event of a takeover, recapitalization or similar transaction.

The applicable Issuer will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the applicable Debenture Trust Deed applicable to a Change of Control Offer made by the applicable Issuer and purchases all of the NCDs properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the applicable Debenture Trust Deed as described above under the caption "*–Optional Redemptions*," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the occurrence of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The applicable Debenture Trustee shall not be required to take any steps to ascertain whether any Change of Control has occurred and shall not be liable to any person for any failure to do so.

Change of Control Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs

If some, but not all, NCDs are Initial Investor NCDs:

Any of the Issuers may on any one or more occasions send a written request to the Initial Investor requesting that the Initial Investor consent to a potential Change of Control and, if the Initial Investor does not provide its consent to such Change of Control within 60 days of such written notice, the Issuers shall have the right to request to redeem in whole, but not in part, the Initial Investor NCDs (any such redemption, a "**Change of Control Redemption**"), subject to and in accordance with the provisions under the caption "*–Additional Redemption Procedures in Relation to Initial Investor NCDs*," plus accrued and unpaid interest, if any, on the Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date; provided that the applicable Issuers shall have simultaneously exercised the Change of Control Redemption in relation to all NCDs held by Holders other than the Initial Investor in accordance with, and in the manner set forth under "*Change of Control Redemptions— Change of Control Redemptions Where no NCDs are Initial Investor NCDs*".

The applicable Debenture Trustee shall not be required to take any steps to ascertain whether any Change of Control has occurred and shall not be liable to any person for any failure to do so.

See sub-paragraph (15) under "*–Events of Default and Remedies*."

No Mandatory Redemption of Sinking Fund

There will be no mandatory redemption or sinking fund payments for the NCDs.

Additional Redemption Procedures in Relation to Initial Investor NCDs

The following additional procedures shall apply in relation to Initial Investor NCDs:

If any of the Issuers requests to redeem all or any portion (the "**Redemption Proportion**") (expressed as a percentage, subject to a maximum of 100.0%) of the applicable series of Initial Investor NCDs pursuant to and in accordance with any of "*—Optional Redemptions—Optional Redemptions Where all NCDs are Initial Investor NCDs*," "*—Redemption for Taxation Reasons—Redemption for Taxation Reasons Where all NCDs are Initial Investor NCDs,*" "*—Change of Control Redemptions—Change of Control Redemptions Where all NCDs are Initial Investor NCDs,*" "*—Certain Covenants—Asset Sales—Asset Sales Where all NCDs are Initial Investor NCDs,*" "*—Optional Redemptions—Optional Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs,*" "*—Redemption for Taxation Reasons—Redemption for Taxation Reasons Where Only Some, But Not All, NCDs are Initial Investor NCDs*" or "*—Change of Control Redemptions—Change of Control Redemptions Where Only Some, But Not All, NCDs are Initial Investor NCDs*", it must:

- deliver an irrevocable notice to the Initial Investor (in the form attached as Appendix B hereto, a "**Redemption Notice**"); and
- pay a redemption request fee to the Initial Investor (a "**Redemption Request Fee**") in such amount as may be specified from time to time by the Initial Investor,

(such delivery and payment, a "**Redemption Request**").

The applicable Redemption Notice must specify (among other things):

(i) the applicable Redemption Proportion in relation to the applicable series of Initial Investor NCDs;

(ii) the proposed redemption date (the "**Proposed Redemption Date**") of the applicable series of Initial Investor NCDs (which shall be no fewer than 30 days (other than where it is provided for the notice of redemption to be for no less than 10 days under "*Optional Redemptions*") after delivery of the applicable Redemption Notice);

(iii) a request to the Initial Investor to notify the redemption price payable in relation to the Redemption Proportion in relation to the applicable series of Initial Investor NCDs; and

(iv) if RBI Approval is required in relation to the expatriation of the redemption receipts to outside of India as a result of the VRR Restricted Proposed Redemption Amount being greater than zero and such RBI Approval is not obtained for the full VRR Restricted Proposed Redemption Amount within 120 days of the date of the Redemption Notice, then:

   a. in relation to a Mandatory COC Redemption or a Change of Control Non-Coupon Step-Up Event Redemption, no redemption of the applicable series of Initial Investor NCDs shall occur (a "No Redemption Election");

   b. in relation to a Taxation Redemption, the Redemption Proportion in relation to the applicable series of Initial Investor NCDs originally specified in the applicable Redemption Notice shall be redeemed; and

   c. in relation to all other redemptions, only a VRR Permitted Redemption Proportion (and not the Redemption Proportion in relation to the applicable series of Initial Investor NCDs originally specified in the applicable Redemption Notice) shall be redeemed (a "VRR Permitted Redemption Election").

A "**VRR Permitted Redemption Proportion**" means the proportion (expressed as a percentage, subject to a maximum of 100.0%) equal to (i) the sum of the VRR Permitted Remittance Amount and the RBI Approved Amount (if any) *divided by* (ii) the aggregate outstanding principal amount of the Initial Investor NCDs.

Following receipt of the applicable Redemption Notice or on the occurrence of the exercise of the Initial Investor Put Right, the Initial Investor (or any agent acting on its behalf) will:

(i) if the Redemption Date falls within the VRR Retention Period:

   (A) determine the amount of the VRR Investment Amount which can be remitted by the applicable Issuer from India without obtaining regulatory approvals (as may be required on account of restrictions under the VRR Scheme) (such amount, the "**VRR Permitted Remittance Amount**"); and

   (B) calculate the amount (if any) (the "**VRR Restricted Proposed Redemption Amount**") by which (x) the Redemption Proportion *multiplied by* the aggregate outstanding principal amount of the applicable series of Initial Investor NCDs exceeds (y) the VRR Permitted Remittance Amount;

(ii) if the Redemption Date falls within the VRR Retention Period and the VRR Restricted Proposed Redemption Amount is greater than zero, apply to the RBI for approval for the applicable Issuer to repatriate funds in an amount equal to the VRR Restricted Proposed Redemption Amount to outside of India (any such approval, an "**RBI Approval**" and the amount (if any) so approved by the RBI for repatriation (which may be less than or equal to the VRR Restricted Proposed Redemption Amount), the "**RBI Approved Amount**"), such RBI Approval to be obtained within 120 days of the date of the Redemption Notice;

(iii) if (A) the Redemption Date falls outside of the VRR Retention Period, (B) the VRR Restricted Proposed Redemption Amount is zero, (C) the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is equal to the full VRR Restricted Proposed Redemption Amount or (D) a Taxation Redemption is being undertaken, determine the redemption price (expressed as a percentage of par) (the "**Proposed Redemption Price**") of the Redemption Proportion of the applicable series of Initial Investor NCDs; and

(iv) if (other than in relation to a Taxation Redemption) (A) the Redemption Date falls within the VRR Retention Period or (B) the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is zero or less than the full VRR Restricted Proposed Redemption Amount, and:

   (A) the Redemption Notice specifies a No Redemption Election, give notice thereof to the applicable Issuer and no such redemption will occur; or

   (B) the Redemption Notice specifies a VRR Permitted Redemption Election, determine the Proposed Redemption Price of the VRR Permitted Redemption Proportion of the applicable series of Initial Investor NCDs.

The Proposed Redemption Price will be determined as the price which the Initial Investor is willing to accept in respect of the Redemption Proportion (which shall be deemed as 100% in the case of exercise of Initial Investor Put Right) or the VRR Permitted Redemption Proportion (as applicable) of the applicable series of Initial Investor NCDs to ensure that it will not suffer a funding shortfall as a result of agreeing to such Redemption Request; provided that, in relation to a Taxation Redemption, if the VRR Restricted Proposed Redemption Amount is greater than zero and the RBI Approved Amount is less than the full VRR Restricted Proposed Redemption Amount, then the Proposed Redemption Price will be determined as if the RBI Approved Amount were equal to the full VRR Restricted Proposed Redemption Amount.

The Initial Investor (or any agent acting on its behalf) will issue a notice to the applicable Issuer with a copy to the applicable Debenture Trustee setting out the Proposed Redemption Price and the redemption date (which may be the Proposed Redemption Date, or if the Initial Investor has applied for RBI Approval, a date acceptable to the applicable Issuer falling after receipt of the RBI Approval or any communication from the RBI in this regard, and which in case of the exercise of the Initial Investor Put Right, shall be the Initial Investor Put Right Date) (the "**Redemption Date**").

The applicable Issuer will redeem the Redemption Proportion or the VRR Permitted Redemption Proportion (as applicable) of the applicable series of Initial Investor NCDs at the Proposed Redemption Price on the applicable Redemption Date.

The Issuers may request the Initial Investors to notify the redemption premium accrued as of a particular date (including upon an Event of Default and on maturity of the NCDs) or on a periodic basis, and the Initial Investor (or an agent on its behalf) shall make such determination and notify the Issuers as soon as practicable. If the Issuers fails to make such request upon an Event of Default or on maturity of the NCD, the Initial Investors shall be entitled to (or an agent on its behalf) make a determination of the redemption premium payable and notify the Issuers as soon as practicable. The redemption premium in each case will be sufficient so as to ensure that the Initial Investors will not suffer a funding shortfall.

The applicable Debenture Trustee shall not have any responsibility for determining, making or verifying the accuracy of the Proposed Redemption Price, the redemption premium or the accuracy of any calculations made hereunder in relation to any series of Initial Investor NCDs.

Selection and Notice

If less than all of the NCDs of a series are to be redeemed at any time, NCDs of such series will be selected for redemption as follows:

(1) if such NCDs are listed on any securities exchange and/or held through any clearing system, in compliance with the requirements of the principal securities exchange on which such NCDs are listed and/or in compliance with the requirements of the clearing system; or

(2) if such NCDs are not listed on any securities exchange or held through any clearing system, on a pro rata basis, by lot or by such other method as the applicable Debenture Trustee in its sole and absolute discretion shall deem to be fair and appropriate unless otherwise required by law.

Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of NCDs of a series to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the NCDs of a series or the satisfaction and discharge of the applicable Debenture Trust Deed. In connection with any redemption of NCDs, any such redemption or notice may, at the applicable Issuer's discretion, be subject to one or more conditions precedent.

If any NCD of a series is to be redeemed in part only, the notice of redemption that relates to such NCD will state the portion of the principal amount of such NCD that is to be redeemed. On and after the applicable redemption date, unless the applicable Issuer defaults in the payment of the applicable redemption price, interest will cease to accrue on the particular series of such series of NCDs or portions of NCDs called for redemption.

Additional Amounts

Additional Amounts Solely in Respect of Initial Investor NCDs

The following provision shall apply in respect solely of Initial Investor NCDs:

All payments of principal of, and premium (if any) and interest on a series of Initial Investor NCDs or under the Guarantees made by or on behalf of the applicable Issuer, the Guarantors or the Parent Guarantor will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within India or any other jurisdiction in which the applicable Issuer, any of the Guarantors or the Parent Guarantor is organized or resident for tax purposes, or any political subdivision or taxing authority thereof or therein, or any jurisdiction through which payment is made by or on behalf of the applicable Issuer, the Guarantors or the Parent Guarantor, or any political subdivision or taxing authority thereof or therein (the "**Relevant Taxing Jurisdictions**"), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law. If any such withholding or deduction is so required, the applicable Issuer, the Guarantors or the Parent Guarantor, will pay such additional amounts (the "**Additional Amounts**") as will result in receipt by the Initial Investor of such amounts as would have been received by the Initial Investor had no such withholding or deduction been required.

The applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will (i) make such withholding or deduction and (ii) remit the full amount deducted or withheld to the relevant authority in accordance with applicable law. The applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will make reasonable efforts to obtain original tax receipts or certified copies thereof evidencing the payment of any taxes, duties, assessments or governmental charges so deducted or withheld and paid to the Relevant Taxing Jurisdiction. The applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will furnish to the Debenture Trustee as soon as reasonably practicable after the date the payment of any taxes, duties, assessments or governmental charges so deducted or withheld is due pursuant to applicable law, either original tax receipts or certified copies thereof evidencing such payment or, if such receipts are not obtainable, other evidence of such payments.

At least 30 days prior to each date on which any payment under or with respect to the series of Initial Investor NCDs is due and payable (unless the obligation to pay Additional Amounts arises after the 45th day prior to that payment date, in which case promptly thereafter), if the applicable Issuer or any of the Guarantors or the Parent Guarantor, as the case may be, will be obligated to pay Additional Amounts with respect to such payment, the applicable Issuer, the Guarantor or the Parent Guarantor, as the case may be, will deliver to the applicable Debenture Trustee an Officer's Certificate stating the fact that such Additional Amounts will be payable and the amounts so payable.

In addition, the applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will pay any stamp, issue, registration, documentary, value added or other similar taxes and other duties (including interest and penalties) payable in any Relevant Taxing Jurisdiction in respect of the creation, issue, offering, execution or enforcement of the series of Initial Investor NCDs, the Guarantees or any documentation with respect thereto. Whenever there is mentioned in any context the payment of principal of, and any premium or interest on, any series of Initial Investor NCDs or under the Guarantees, such mention will be deemed to include payment of Additional Amounts provided for in the Debenture Trust Deeds to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

Additional Amounts Solely in Respect of non-Initial Investor NCDs

The following provision shall apply solely in respect of non-Initial Investor NCDs:

All payments of principal of, and premium (if any) and interest on a series of NCDs or under the Guarantees made by or on behalf of the applicable Issuer, the Guarantors or the Parent Guarantor will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by a Relevant Taxing Jurisdiction, unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law. If any such withholding or deduction is so required, the applicable Issuer, the Guarantors or the Parent Guarantor will pay Additional Amounts as will result in receipt by the Holder of each NCD of the series of such amounts as would have been received by such Holder had no such withholding or deduction been required, except that no Additional Amounts will be payable:

(1) for or on account of:

  (i) any tax, duty, assessment or governmental charge that would not have been imposed but for:

    (a) the existence of any present or former connection between the Holder or beneficial owner of such series of NCDs and the Relevant Taxing Jurisdiction other than merely holding such series of NCDs or the receipt of payments thereunder or under the Guarantees, including, without limitation, such Holder or beneficial owner being or having been a national, domiciliary or resident of such Relevant Taxing Jurisdiction or treated as a resident thereof or being or having been physically present or engaged in a trade or business therein or having or having had a permanent establishment therein;

    (b) the presentation of such series of NCDs (in cases in which presentation is required) more than 30 days after the later of the date on which the payment of the principal of, premium, if any, and interest on, such series of NCDs became due and payable pursuant to the terms thereof or was made or duly provided for, except to the extent that the Holder thereof would have been entitled to such Additional Amounts if it had presented such series of NCDs for payment on any date within such 30-day period;

    (c) the presentation of such series of NCDs (in cases in which presentation is required) for payment in the Relevant Taxing Jurisdiction, unless such series of NCDs could not have been presented for payment elsewhere; or

    (d) the failure of the Holder or beneficial owner to comply with a timely request of the applicable Issuer or any Guarantor or the Parent Guarantor, as the case may be, addressed to the Holder, to provide information concerning such Holder’s or beneficial owner’s nationality, residence, identity or connection with any Relevant Taxing Jurisdiction, if and to the extent that due and timely compliance with such request is required under the statutes, regulations or official administrative guidance having a force of law of the Relevant Taxing Jurisdiction in order to reduce or eliminate any withholding or deduction as to which Additional Amounts would have otherwise been payable to such Holder,

  (ii) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;

  (iii) any tax, duty, assessment or other governmental charge which is payable other than by deduction or withholding from payments of principal of or interest or any premium under or with respect to the series of NCDs or the Guarantees;

  (iv) any tax, assessment, withholding or deduction required by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (including any successor provisions) (“FATCA”), any intergovernmental agreement between the United States and any other jurisdiction to implement FATCA, any current or future Treasury regulations or rulings promulgated thereunder, any law, regulation or other official guidance enacted in any jurisdiction implementing FATCA or any intergovernmental agreement, or any agreement with the U.S. Internal Revenue Service under FATCA; or

  (v) any combination of taxes, duties, assessments or governmental charges referred to in clauses (i) through (iv) above; or

(2) to a Holder that is a fiduciary, partnership or person other than the sole beneficial owner of any payment to the extent that the beneficiary or settlor with respect to the fiduciary, or a member of the partnership or other beneficial owner would not have been entitled to such Additional Amounts had that beneficial owner been the Holder of the NCD.

The applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will (i) make such withholding or deduction and (ii) remit the full amount deducted or withheld to the relevant authority in accordance with applicable law. The applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will make reasonable efforts to obtain original tax receipts or certified copies thereof evidencing the payment of any taxes, duties, assessments or governmental charges so deducted or withheld and paid to the Relevant Taxing Jurisdiction. The applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will furnish to the Debenture Trustee within 60 days after the date the payment of any taxes, duties, assessments or governmental charges so deducted or withheld is due pursuant to applicable law, either original tax receipts or certified copies thereof evidencing such payment or, if such receipts are not obtainable, other evidence of such payments.

At least 30 days prior to each date on which any payment under or with respect to the series of NCDs is due and payable (unless the obligation to pay Additional Amounts arises after the 45th day prior to that payment date, in which case promptly thereafter), if the applicable Issuer or any of the Guarantors or the Parent Guarantor, as the case may be, will be obligated to pay Additional Amounts with respect to such payment, the applicable Issuer, the Guarantor or the Parent Guarantor, as the case may be, will deliver to the applicable Debenture Trustee an Officer's Certificate stating the fact that such Additional Amounts will be payable and the amounts so payable.

In addition, the applicable Issuer, the Guarantors or the Parent Guarantor, as the case may be, will pay any stamp, issue, registration, documentary, value added or other similar taxes and other duties (including interest and penalties) payable in any Relevant Taxing Jurisdiction in respect of the creation, issue, offering, execution or enforcement of the series of NCDs, the Guarantees or any documentation with respect thereto (other than on or in connection with a transfer of the NCDs that occurs after the initial sale by the initial purchaser thereof). Whenever there is mentioned in any context the payment of principal of, and any premium or interest on, any series of NCDs or under the Guarantees, such mention will be deemed to include payment of Additional Amounts provided for in the Debenture Trust Deeds to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

Certain Covenants

Restricted Payments

Each of the Issuers will not, directly or indirectly:

(1) declare or pay any dividend or make any distribution on or with respect to any of its Capital Stock (other than dividends or distributions payable solely in shares of its Capital Stock (other than Disqualified Stock or Preferred Stock) or in options, warrants or other rights to acquire shares of such Capital Stock) held by Persons other than any of the other Issuers;

(2) purchase, call for redemption or redeem, retire or otherwise acquire for value any shares of Capital Stock (including options, warrants or other rights to acquire such shares of Capital Stock) of any of the Issuers, or any direct or indirect parent of any of the Issuers, held by Persons other than any of the Issuers;

(3) make any voluntary or optional principal payment (prior to the Stated Maturity thereof) or any voluntary or optional redemption, repurchase, defeasance, or other acquisition or retirement for value, of Indebtedness that is subordinated in right of payment to any series of NCDs or the Guarantees ("**Subordinated Indebtedness**") or of Subordinated Funding Debt (including, but not limited to, RSEPL Subordinated Loans), including any accrued interest on Subordinated Funding Debt, excluding any intercompany Indebtedness between or among the Issuers; or

(4) make any Investment, other than a Permitted Investment;

(the payments or any other actions described in clauses (1) through (4) above being collectively referred to as "**Restricted Payments**"), unless:

(i) no Default, Event of Default or Parent Guarantor Cross-Default has occurred and is continuing or would occur as a result of such Restricted Payment;

(ii) such Restricted Payment is (x) undertaken on or after the reviewed combined financial statements of the Restricted Group for the semi-annual period ending September 30, 2020 are available and (y) not being funded from (A) cash flows from any of the Issuers' power generation business in the ordinary course of business, (B) cash interest payments in respect of any Parent Guarantor Loans or (C) any RSEPL Subordinated Loans, in each case pertaining to the period after [_];

(iii) (a) in case of any Restricted Payment to be made after 150 days from the Original Issue Date, the Trust and Retention Account Agreements are executed; or (b) in the case of any Restricted Payment made on or after the date falling 60 days after the execution of the Trust and Retention Account Agreements by all the Issuers, each of the accounts which are subject to the

Trust and Retention Account Agreements have been duly established and funded as per the terms of the Trust and Retention Account Agreements, or (c) if solely as a result of implementation by scheduled commercial banks and/or payments banks of circulars, notifications, rules or regulations of the RBI in respect of the opening and maintenance of current accounts by Indian companies or any requirements of the Debenture Trustee or the account bank with which the trust and retention accounts are being established, compliance with which is beyond the control of the Issuers, the Trust and Retention Account Agreements cannot be executed within 150 days from the Original Issue Date or the accounts as per the Trust and Retention Account Agreements cannot be established within 60 days of the execution of the Trust and Retention Account Agreements, the Issuers have created a charge by way of hypothecation over their existing accounts in favor of the Debenture Trustee and provided a notice of charge to the relevant banks where such accounts are maintained;

(iv) for the most recent two consecutive semi-annual periods (for which combined financial statements of the Restricted Group are available which, in the case of (a) any semi-annual period ending on September 30 in any year, shall be reviewed or audited, and (b) any annual period ending on March 31 in any year, shall be audited), taken as one annual period, the Interest Service Coverage Ratio is at least 1.3 to 1.0; and

(v) if funded from (x) cash flows from any of the Issuers' power generation business in the ordinary course of business, (y) cash interest payments in respect of on any Parent Guarantor Loan or (z) any RSEPL Subordinated Loans, in each case received after the Original Issue Date, then the Restricted Payment must be in the form of a Parent Guarantor Loan.

The foregoing provision will not be violated by reason of:

(1) the payment of any dividend or the redemption of any Capital Stock within 90 days after the related date of declaration or call for redemption if, at said date of declaration or call for redemption, such payment or redemption would comply with the preceding paragraph;

(2) the making of any Restricted Payment in an aggregate amount not to exceed the amount of net cash proceeds received by the Issuers since the Original Issue Date (other than from any Annual RSEPL Injection Amount) from (i) any capital contribution or sale (other than to another Issuer) of shares of Capital Stock (other than Disqualified Stock) of any of the Issuers (or options, warrants or other rights to acquire such Capital Stock) or Redeemable Preference Shares (other than Disqualified Stock), (ii) any sale (other than to another Issuer) of Subordinated Funding Debt or Subordinated Indebtedness or (iii) any sale (other than to another Issuer) of CCDs of any of the Issuers; provided that such proceeds have not otherwise been used to undertake any Restricted Payment under the first paragraph of this covenant;

(3) dividends by any of the Issuers to fund the redemption, repurchase or other acquisition of Capital Stock of the Parent Guarantor from employees, former employees, directors or former directors of the Parent Guarantor or any of its Subsidiaries (or permitted transferees of such persons), or their authorized representatives upon the death, disability or termination of employment of such employees or directors, in an aggregate amount not to exceed US$1.0 million (or the Dollar Equivalent thereof) in any twelve-month period;

(4) payments of cash, dividends, distributions, advances or other Restricted Payments to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants, (ii) the conversion or exchange of Capital Stock of any such Person, or (iii) stock dividends, splits or business combinations;

(5) repayment of any outstanding amount of Designated Subordinated Working Capital Parent Loans (including any accrued interest) (i) in accordance with the terms of the Trust and Retention Account Agreements and/or (ii) with proceeds from Permitted Refinancing Indebtedness;

(6) Restricted Payments of up to the aggregate amount of the Restricted Payments described under "Use of Proceeds" in the Offering Memorandum;

(7) the making of any other Restricted Payment in an aggregate amount, together with all other Restricted Payments made under this clause (7), not to exceed the amount of the Issuers' cash and Temporary Cash Equivalents as of the Original Issue Date;

(8) the making of any other Restricted Payment in an aggregate amount, together with all other Restricted Payments made under this clause (8), not to exceed the amount of Original Issue Date Receivables which have been settled after the Original Issue Date;

(9) the making of any other Restricted Payment in an aggregate amount, together with all other Restricted Payments made under this clause (9), not to exceed an amount equal to the net reduction in, or returns on, any Investment (other than any Investment made in the form of a Parent Guarantor Loan) that was permitted to be made under the Debenture Trust Deeds;

(10) the making of any Parent Guarantor Loan in an aggregate amount, together with all other Parent Guarantor Loans made under this clause (10), not to exceed an amount equal to the net reduction in any Parent Guarantor Loan that was permitted to be made under the Debenture Trust Deeds; and

(11) the making of any other Restricted Payment in an aggregate amount, together with all other Restricted Payments made under this clause (11), not to exceed US$25.0 million (or the Dollar Equivalent thereof);

provided that, in the case of clauses (2), (7), (8), (9), (10) and (11) above, no Event of Default or Parent Guarantor Cross-Default shall have occurred and be continuing or would occur as a consequence of the actions or payments set forth therein.

The amount of any Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the applicable Issuer pursuant to the Restricted Payment. The value of any assets or securities that are required to be valued by this covenant will be the Fair Market Value. The executive officer's or Board of Directors' determination of the Fair Market Value of a Restricted Payment or any such assets or securities must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm if the Fair Market Value exceeds US$15.0 million (or the Dollar Equivalent thereof).

Incurrence of Indebtedness and Issuance of Preferred Stock

Each of the Issuers will not Incur any Indebtedness; *provided* that the Issuers may Incur each and all of the following ("**Permitted Indebtedness**"):

(1) Indebtedness under the NCDs and the Guarantees;

(2) Indebtedness outstanding on the Original Issue Date (excluding Indebtedness permitted under clause (4) below);

(3) Indebtedness in an aggregate principal amount at any one time outstanding (together with refinancings thereof) not to exceed INR24,000,000,000 (or the rupee equivalent thereof), including any indebtedness in the form of non-convertible debentures issued by the Issuers to the Initial Investor after the Original Issue Date, less the amount of Indebtedness Incurred under clause (1) above;

(4) Indebtedness of any of the Issuers owed to any of the other Issuers; provided that any subsequent transfer of such Indebtedness to a Person other than to another Issuer shall be deemed to constitute an Incurrence of such Indebtedness not permitted by this clause (4) and such Indebtedness must be unsecured and expressly subordinated in right of payment to the NCDs;

(5) Indebtedness ("**Permitted Refinancing Indebtedness**") issued in exchange for, or the net proceeds of which are used to refinance or refund, replace, exchange, renew, repay, redeem, defease, discharge or extend (collectively, "**refinance**" and "**refinances**" and "**refinanced**" shall have a correlative meaning), then outstanding Indebtedness (or Indebtedness that is no longer outstanding but that is refinanced substantially concurrently with but in any case before the incurrence of such Permitted Refinancing Indebtedness) Incurred under clause (1), (2) or (3) above, this clause (5) or clause (11) below and any refinancings thereof in an amount not to exceed the amount so refinanced (plus premiums, accrued interest, fees and expenses); *provided* that:

  (i) the Indebtedness to be refinanced is fully and irrevocably repaid no later than 150 days after the Incurrence of the Permitted Refinancing Indebtedness;

  (ii) Indebtedness the proceeds of which are used to refinance NCDs, or to refinance Indebtedness that is pari passu with, or subordinated in right of payment to, the NCDs (other than Indebtedness Incurred under Third Party Credit Facilities the proceeds of which are used to refinance Indebtedness Incurred under Designated Subordinated Working Capital Parent Loans), will only be permitted under this clause (5) if (x) in case the NCDs are refinanced in part, or the Indebtedness to be refinanced is *pari passu* with the NCDs, such new

Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, ranks pari passu with, or subordinate in right of payment to, the remaining NCDs, or (y) in case the Indebtedness to be refinanced is subordinated in right of payment to the NCDs, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made subordinate in right of payment to the NCDs, at least to the extent that the Indebtedness to be refinanced is subordinated to the NCDs; and

(iii) such new Indebtedness (other than Indebtedness Incurred under Third Party Credit Facilities the proceeds of which are used to refinance Indebtedness Incurred under Designated Subordinated Working Capital Parent Loans), determined as of the date of Incurrence of such new Indebtedness, does not mature prior to the earlier of the Stated Maturity of the Indebtedness to be refinanced and the Stated Maturity of the NCDs, and the Average Life of such new Indebtedness is at least equal to the remaining Average Life of the Indebtedness to be refinanced or the remaining Average Life of the NCDs;

(6) Indebtedness Incurred pursuant to Hedging Obligations entered into for the purpose of protecting any of the Issuers from fluctuations in interest rates, currencies or commodity prices and not for speculation;

(7) Indebtedness constituting reimbursement obligations with respect to workers' compensation claims or self-insurance obligations or bid, performance, surety or appeal bonds or payment obligations in connection with insurance premiums or similar obligations, security deposits and bank overdrafts (and letters of credit in connection with or in lieu of each of the foregoing) in the ordinary course of business (in each case other than for an obligation for borrowed money);

(8) Indebtedness constituting reimbursement obligations with respect to letters of credit or trade guarantees issued in the ordinary course of business to the extent that such letters of credit or trade guarantees are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the 60 days following receipt by such Issuer of a demand for reimbursement;

(9) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price, earn-outs or similar obligations, or from guarantees or letters of credit, surety bonds or performance bonds securing any obligation of any of the Issuers Incurred in connection with the acquisition or disposition of any business or assets (other than guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business or assets for the purpose of financing such acquisition); provided that the maximum aggregate liability of an Issuer in respect of all such Indebtedness Incurred in connection with a disposition shall at no time exceed the gross proceeds actually received by such Issuer from the disposition of such business or assets;

(10) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds; provided that such Indebtedness is extinguished within five (5) Business Days of Incurrence;

(11) Indebtedness Incurred under (x) Third Party Credit Facilities and/or (y) Designated Subordinated Working Capital Parent Loans, in either case for working capital purposes of any of the Issuers; provided that the aggregate principal amount at any time outstanding (together with refinancings thereof) under Third Party Credit Facilities and Designated Subordinated Working Capital Parent Loans does not exceed US$20.0 million (or the Dollar Equivalent thereof);

(12) guarantees by any of the Issuers of Indebtedness of any other Issuer that was permitted to be Incurred by another provision of this covenant; provided that if the Indebtedness being guaranteed is subordinated to or pari passu with the NCDs or a Guarantee, then the guarantee of such Indebtedness shall be subordinated or pari passu, as applicable, to the same extent as the Indebtedness guaranteed; and

(13) Indebtedness Incurred by any of the Issuers to the extent the net cash proceeds thereof are promptly and irrevocably deposited with the Debenture Trustee (or another Person designated by the Debenture Trustee for such purpose) to defease or to satisfy and discharge the NCDs as described under the captions "*—Legal Defeasance and Covenant Defeasance*" and "*—Satisfaction and Discharge*".

For purposes of determining compliance with this covenant, if an item of Indebtedness meets the criteria of more than one type of Permitted Indebtedness, the Issuers, in their sole discretion, shall classify, and from time to time may reclassify, such item of Indebtedness or any portion thereof.

The accrual of interest, the accrual of any redemption premium, the accretion or amortization of original issue discount and the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant.

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that may be Incurred pursuant to this covenant will not be deemed to be exceeded solely as a result of fluctuations in the exchange rates of currencies. For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the Dollar Equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred (or first committed, in the case of revolving credit debt); provided that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency than the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

Transactions with Shareholders and Affiliates

Each of the Issuers will not enter into any transaction or series of related transactions involving aggregate consideration in excess of US$2.0 million (or the Dollar Equivalent thereof) with (a) any holder of 10.0% or more of any class of Capital Stock of any of the Issuers or (b) any Affiliate of any of the Issuers (each, an "**Affiliate Transaction**"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to such Issuer than those that would have been obtained in a comparable arm's-length transaction by such Issuer with a Person that is not such a holder or Affiliate of such Issuer; and

(2) the Parent Guarantor or any of the Issuers delivers to the applicable Debenture Trustee:

  (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of US$5.0 million (or the Dollar Equivalent thereof), a Board Resolution set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with this covenant; and

  (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of US$15.0 million (or the Dollar Equivalent thereof), an opinion issued by an accounting, appraisal or investment banking firm of internationally recognized standing (or a local affiliate thereof) stating that either (a) such Affiliate Transaction is, or series of related Affiliate Transactions are, fair to the applicable Issuer from a financial point of view or (b) the terms of such Affiliate Transaction is, or series of related Affiliate Transactions are, not materially less favorable to such Issuer than those that would have been obtained in a comparable arm's length transaction by such Issuer with a Person that is not such a holder or Affiliate of such Issuer.

The foregoing limitation does not limit, and will not apply to:

(1) directors' fees, indemnification, expense reimbursement and similar arrangements (including the payment of directors and officers insurance premiums), employee salaries, bonuses, employment agreements and arrangements, compensation or employee benefit arrangements, including stock options or legal fees and fees and compensation paid to consultants and agents;

(2) transactions between or among any of the Issuers;

(3) any Restricted Payments permitted or not prohibited by the "*—Certain Covenants—Restricted Payments*" covenant and any Permitted Investments;

(4) any transaction undertaken by any of the Issuers whereby *pro forma* for such transaction, (i) where each of the accounts which are subject to the Trust and Retention Account Agreements have been duly established, there is at least US$1.00 (or the Dollar Equivalent thereof) in each of the Surplus Accounts or (ii) where each of the accounts which are subject to the Trust and Retention Account Agreements have not been duly established, for the most recent two consecutive semi-annual periods (for which combined financial statements of the Restricted Group are available which, in the case of

(a) any semi-annual period ending on September 30 in any year, shall be reviewed or audited, and (b) any annual period ending on March 31 in any year, shall be audited), taken as one annual period, the Interest Service Coverage Ratio is at least 1.3 to 1.0, and in each case, is otherwise permitted under the Debenture Trust Deeds and, to the extent executed, the Trust and Retention Account Agreements;

(5) transactions pursuant to agreements in effect on the Original Issue Date, or any amendment, modification, extension, renewal or replacement thereof, so long as such amendment, modification, extension, renewal or replacement is on terms that are substantially similar to or not more disadvantageous to the applicable Issuer than the original agreement in effect on the Original Issue Date;

(6) transactions with a Person that is an Affiliate solely because the Parent Guarantor, directly or indirectly, owns Capital Stock in, or controls, such Person; provided that no Affiliate of the Parent Guarantor (other than any of the Issuers) owns Capital Stock in such Person;

(7) any payments or other transactions pursuant to tax sharing arrangements between any of the Issuers and any other Person with which such Issuer files a consolidated tax return or with which such Issuer is part of a consolidated group for tax purposes or any tax advantageous group contribution made pursuant to applicable legislation;

(8) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged into any Issuer; provided that such agreement was not entered into in contemplation of such acquisition or merger;

(9) any incurrence of, or amendment to, any Subordinated Funding Debt (so long as in the case of any amendment, such Subordinated Funding Debt continues to satisfy the requirements set forth under the definition "Subordinated Funding Debt" after giving effect thereto);

(10) transactions with customers (including off-takers of power), clients, contractors, purchasers or suppliers of goods (including turbines and other equipment or property) or services (including administrative, cash management, legal and regulatory, engineering, technical, financial, accounting, procurement, marketing, insurance, labor, management, operation and maintenance, power supply and other services) or insurance or lessors or lessees or providers of employees or other labor or property, in each case in the ordinary course of business and that are fair or on terms at least as favorable as arm's length as determined in good faith by the Board of Directors of the relevant Issuer or the Parent Guarantor;

(11) any issuance of Equity Interests (other than Disqualified Stock) of any Issuer; and

(12) loans or advances to, or guarantees of obligations of, directors, promoters, officers or employees of any of the Issuers not to exceed US$1.0 million (or the Dollar Equivalent thereof) in the aggregate at any one time outstanding.

Sale and Leaseback Transactions

Each of the Issuers will not enter into any Sale and Leaseback Transaction; provided that the Issuers may enter into a Sale and Leaseback Transaction if:

(1) the Restricted Group could have Incurred Indebtedness in an amount equal to the Attributable Indebtedness relating to such Sale and Leaseback Transaction under the covenant described under the caption "*—Incurrence of Indebtedness and Issuance of Preferred Stock*", in which case the corresponding Indebtedness will be deemed Incurred pursuant to those provisions;

(2) the gross cash proceeds of such Sale and Leaseback Transaction are at least equal to the Fair Market Value of the property that is the subject of such Sale and Leaseback Transaction; and

(3) the transfer of assets in such Sale and Leaseback Transaction is permitted by, and the Issuers apply the proceeds of such Sale and Leaseback Transaction in compliance with, the covenant described under the caption "*—Asset Sales*".

Asset Sales

Asset Sales Where all NCDs are Initial Investor NCDs

If all NCDs are Initial Investor NCDs:

Each of the Issuers will not consummate any Asset Sale unless:

(1) the consideration received by the applicable Issuer is at least equal to the Fair Market Value of the assets sold or disposed of; and

(2) at least 75.0% of the consideration received from the Asset Sale consists of cash, Temporary Cash Equivalents or Replacement Assets (as defined below), or any combination thereof.

For purposes of this provision, each of the following will be deemed to be cash:

(1) any liabilities, as shown on the most recent combined statement of financial position of the Restricted Group (other than contingent liabilities and liabilities that are by their terms subordinated to Initial Investor NCDs) that are assumed by the transferee of any such assets pursuant to a customary assumption, assignment, novation or similar agreement that irrevocably and unconditionally releases one or more Issuers from further liability; and

(2) any securities, notes or other obligations received by the applicable Issuer from such transferee that are promptly, but in any event within 30 days of closing, converted by the applicable Issuer into cash, to the extent of the cash received in that conversion.

Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, such Net Cash Proceeds may be applied (a) to repay Senior Indebtedness (and if such Indebtedness is revolving credit Indebtedness, to permanently reduce such commitments) of one or more Issuers, (b) to make capital expenditures for a Permitted Business, (c) to acquire properties and assets (other than current assets) that are used or will be used in a Permitted Business, (d) to acquire all, or substantially all, of the assets of a Person, or a line of business, which undertakes or is involved in a Permitted Business, or (e) any combination of the foregoing (clauses (c) and (d), collectively, the "**Replacement Assets**"); *provided* that any such reinvestment in Replacement Assets made pursuant to a definitive binding agreement or a commitment approved by the Board of Directors of the Parent Guarantor that is executed or approved within such time will satisfy this requirement, so long as such reinvestment is consummated within 180 days after such 365th day.

Any Net Cash Proceeds from Asset Sales that are not applied or invested under clauses (a) through (e) above will constitute "**Excess Proceeds**". When the aggregate amount of Excess Proceeds exceeds US$5.0 million (or the Dollar Equivalent thereof), within eighty-five (85) days thereof, any one or more of the Issuers must make an offer (an "**Excess Proceeds Repurchase Offer**") to redeem the applicable series of Initial Investor NCDs and any *pari passu* Indebtedness similarly required to be repaid, redeemed or tendered for in connection with the Asset Sale, at a redemption price which is subject to, and determined in accordance with, the provisions under the caption "*—Additional Redemption Procedures in Relation to Initial Investor NCDs*," and then pay the Proposed Redemption Price, plus accrued and unpaid interest, if any, to the date of purchase, on such Initial Investor NCDs to be redeemed, to (but not including) the applicable Redemption Date; *provided* that should the RBI Approval (if required at the time thereof) not be obtained, the applicable Issuers shall instead deposit the amount of Excess Proceeds in an account to be secured for the benefit of the Initial Investor (the "**Excess Proceeds Account**") and the amount in the Excess Proceeds Account shall only be released upon the Initial Investor obtaining such RBI Approval or whereby no such RBI Approval is required to repatriate the proceeds to the Initial Investor and upon such release, such funds shall be used to make an Excess Proceeds Repurchase Offer. If the aggregate principal amount of all series of Initial Investor NCDs tendered into such Excess Proceeds Repurchase Offer exceeds the amount of Excess Proceeds, such Initial Investor NCDs will be purchased on a *pro rata* basis. Any remaining proceeds after such Excess Proceeds Repurchase Offer may be used for any purpose not otherwise prohibited under the Debenture Trust Deeds. Upon completion of each Excess Proceeds Repurchase Offer, the amount of Excess Proceeds will be reset at zero.

The Issuers will comply with the requirements of any securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the redemption of Initial Investor NCDs as a result of an Asset Sale. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Debenture Trust Deeds, the Issuers will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the Debenture Trust Deeds by virtue of such compliance.

Asset Sales Where no NCDs are Initial Investor NCDs

If no NCDs are Initial Investor NCDs:

Each of the Issuers will not consummate any Asset Sale unless:

(1) the consideration received by the applicable Issuer is at least equal to the Fair Market Value of the assets sold or disposed of; and

(2) at least 75.0% of the consideration received from the Asset Sale consists of cash, Temporary Cash Equivalents or Replacement Assets (as defined below), or any combination thereof.

For purposes of this provision, each of the following will be deemed to be cash:

(1) any liabilities, as shown on the most recent combined statement of financial position of the Restricted Group (other than contingent liabilities and liabilities that are by their terms subordinated to NCDs) that are assumed by the transferee of any such assets pursuant to a customary assumption, assignment, novation or similar agreement that irrevocably and unconditionally releases the applicable Issuer from further liability; and

(2) any securities, notes or other obligations received by the applicable Issuer from such transferee that are promptly, but in any event within 30 days of closing, converted by the applicable Issuer into cash, to the extent of the cash received in that conversion.

Within 365 days after the receipt of any Net Cash Proceeds from an Asset Sale, such Net Cash Proceeds may be applied (a) to repay Senior Indebtedness (and if such Indebtedness is revolving credit Indebtedness, to permanently reduce such commitments) of the applicable Issuer, (b) to make capital expenditures for a Permitted Business, (c) to acquire properties and assets (other than current assets) that are used or will be used in a Permitted Business, (d) to acquire all, or substantially all of the assets of a Person, or a line of business, which undertakes or is involved in a Permitted Business, or (e) any combination of the foregoing ((c) and (d), collectively, the "**Replacement Assets**"); *provided* that any such reinvestment in Replacement Assets made pursuant to a definitive binding agreement or a commitment approved by the Board of Directors of the Parent Guarantor that is executed or approved within such time will satisfy this requirement, so long as such reinvestment is consummated within 180 days after such 365th day.

Any Net Cash Proceeds from Asset Sales that are not applied or invested under clauses (a) through (e) above will constitute "**Excess Proceeds**". When the aggregate amount of Excess Proceeds exceeds US$5.0 million (or the Dollar Equivalent thereof), within ten (10) Business Days thereof, the applicable Issuer must make an offer (an "**Excess Proceeds Repurchase Offer**") to purchase the applicable series of NCDs at 100.0% of the principal amount of such applicable series of NCDs and any *pari passu* Indebtedness similarly required to be repaid, redeemed or tendered for in connection with the Asset Sale, plus accrued and unpaid interest, if any, to the date of purchase; *provided* that should the RBI Approval (if required at the time thereof) not be obtained, the applicable Issuer shall instead deposit the amount of Excess Proceeds in an account to be secured for the benefit of the Holders (the "**Excess Proceeds Account**") and the amount in the Excess Proceeds Account shall only be released upon the Holders obtaining such RBI Approval or whereby no such RBI Approval is required to repatriate the proceeds to the Holders and upon such release, such funds shall be used to make an Excess Proceeds Repurchase Offer. If the aggregate principal amount of all series of NCDs and *pari passu* Indebtedness tendered into such Excess Proceeds Repurchase Offer exceeds the amount of Excess Proceeds, such NCDs and such *pari passu* Indebtedness will be purchased on a *pro rata* basis. Any remaining proceeds after such Excess Proceeds Repurchase Offer may be used for any purpose not otherwise prohibited under the Debenture Trust Deeds. Upon completion of each Excess Proceeds Repurchase Offer, the amount of Excess Proceeds will be reset at zero.

The Issuers will comply with the requirements of any securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the redemption of NCDs as a result of an Asset Sale. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Debenture Trust Deeds, the Issuers will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the Debenture Trust Deeds by virtue of such compliance.

Asset Sales Where Only Some, But Not All, NCDs are Initial Investor NCDs

Where only some, but not all, NCDs are Initial Investor NCDs:

Each of the Issuers will not consummate any Asset Sale unless:

(1) the consideration received by the applicable Issuer is at least equal to the Fair Market Value of the assets sold or disposed of; and

(2) at least 75.0% of the consideration received from the Asset Sale consists of cash, Temporary Cash Equivalents or Replacement Assets (as defined below), or any combination thereof.

For purposes of this provision, each of the following will be deemed to be cash:

(1) any liabilities, as shown on the most recent combined statement of financial position of the Restricted Group (other than contingent liabilities and liabilities that are by their terms subordinated to NCDs) that are assumed by the transferee of any such assets pursuant to a customary assumption, assignment, novation or similar agreement that irrevocably and unconditionally releases one or more of the Issuers from further liability; and

(2) any securities, notes or other obligations received by the applicable Issuer from such transferee that are promptly, but in any event within 30 days of closing, converted by the applicable Issuer into cash, to the extent of the cash received in that conversion.

Within 450 days after the receipt of any Net Cash Proceeds from an Asset Sale, such Net Cash Proceeds must be applied (a) to repay Senior Indebtedness (and if such Indebtedness is revolving credit Indebtedness, to permanently reduce such commitments) of one or more of the Issuers, (b) to make capital expenditures for a Permitted Business, (c) to acquire properties and assets (other than current assets) that are used or will be used in a Permitted Business, (d) to acquire all, or substantially all of the assets of a Person, or a line of business, which undertakes or is involved in a Permitted Business, or (e) any combination of the foregoing (clauses (c) and (d), collectively, the "**Replacement Assets**"); *provided* that any such reinvestment in Replacement Assets made pursuant to a definitive binding agreement or a commitment approved by the Board of Directors of the Parent Guarantor that is executed or approved within such time will satisfy this requirement, so long as such reinvestment is consummated within 180 days after such 450th day.

Merger, Consolidation and Sale of Assets

None of the Issuers will merge or consolidate with or into another Person (other than with or into another Issuer).

The Parent Guarantor shall ensure that none of the Issuers will, and each of the Issuers agree that they will not, sell, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets (as an entirety or substantially an entirety in one transaction or a series of related transactions) unless it is in connection with, and constitutes, a Qualified Asset Sale.

Upon any transaction that is subject to, and that complies with the provisions of, this "*Merger, Consolidation and Sale of Assets*" covenant, the successor Person formed by such consolidation or into or with which the Issuer is merged, shall succeed to, and be substituted for (so that from and after the date of such transaction, the provisions of the applicable Debenture Trust Deed referring to the applicable "Issuer" and the applicable "Guarantor" shall instead include a reference to the successor Person and not to the applicable Issuer or the applicable Guarantor, as the case may be), and may exercise every right and power of the applicable Issuer and the applicable Guarantor, as the case may be, under the applicable Debenture Trust Deed, with the same effect as if such successor Person had been named as the applicable Issuer and the applicable Guarantor, as the case may be, in the applicable Debenture Trust Deed and the applicable Issuer and the applicable Guarantor shall be released from all obligations under the Debenture Trust Deeds and the NCDs.

Parent Guarantor Loans Undertaking

The Parent Guarantor shall (i) ensure that all interest which is due and payable to the Issuers on each interest payment date under any Parent Guarantor Loan is paid to the applicable Issuer by a Person (other than by any of the other Issuers) in full in cash on or prior to such interest payment date and (ii) deliver an Officer's Certificate to the Debenture Trustees, within fifteen (15) Business Days of the applicable interest payment date under each of the Parent Guarantor Loans, confirming that interest which was due and payable to the applicable

Issuer as of the immediately preceding interest payment date in relation to each Parent Guarantor Loan has been paid in full to the applicable Issuer in cash (such undertaking, the "**Parent Guarantor Loans Undertakings**").

IPGL Infusion Undertaking

Should the Initial Investor deliver a notice to the Debenture Trustees by no later than the Initial Investor Put Right Notice Long-Stop Date of its intention to irrevocably exercise its Initial Investor Put Right, then the Parent Guarantor shall ensure that an amount equal to the amount of the Initial Parent Guarantor Loan has been invested in and/or repaid to one or more of the Issuers prior to the Initial Investor Put Right Date by way of (i) repayment of the Initial Parent Guarantor Loan, (ii) a capital contribution and/or (iii) the incurrence by one or more of the Issuers of Subordinated Funding Debt (such undertaking, the "**IPGL Infusion Undertaking**").

RSEPL Cash Flow Undertaking

The Parent Guarantor shall ensure that (i) an amount equal to (such amount, the "**Annual RSEPL Injection Amount**") the greater of (x) US$2.0 million (or the Dollar Equivalent thereof) and (y) all free cash flows accruing after the Original Issue Date from the Rooftop Assets (to the extent that such assets were assets of Renew Solar Energy Private Limited as of March 31 of the relevant year) is invested into one or more Issuers no later than 180 days after March 31 of each year as Equity Interests (any such Equity Interests that are in the form of Subordinated Funding Debt, the "**RSEPL Subordinated Loans**"), *provided* that such Equity Interests must be invested by a Person other than the Issuers and the Parent Guarantor and (ii) to the extent that the Rooftop Assets are assets of Renew Solar Energy Private Limited, Renew Solar Energy Private Limited shall not, directly or indirectly, incur, assume or permit to exist any Liens on any of the Rooftop Assets to secure Indebtedness (*provided* that the sale of any or all of the Rooftop Assets) shall not be a breach or default of this covenant.

Repayment of REC Loan Undertaking

The Parent Guarantor shall ensure that the REC Loan is repaid no later than 60 days after the Original Issue Date.

Co-obligor Loan Undertaking

The Parent Guarantor shall ensure that no later than 60 days after the Original Issue Date (i) the Co-obligor Loan is (x) repaid in full or (y) amended in such a manner that none of the Issuers remains liable thereunder or (ii) an amount equal to the principal amount outstanding as of the Original Issue Date under the Co-obligor Loan is invested into one or more Issuers as Equity Interests; provided that (A) such Equity Interests must be invested by a Person other than any of the Issuers and (B) such amount remains within the Restricted Group until such time as the Co-obligor Loan is either repaid in full or amended in such a manner that none of the Issuers remains liable thereunder.

Business Activities

The Issuers will not engage in any business other than a Permitted Business.

Limitation on Subsidiaries

None of the Issuers shall have any Subsidiaries.

Amendments to Parent Guarantor Loans

The Parent Guarantor and the Issuers agree that no amendments that are adverse to any Issuer and/or to any Holder shall be made to the terms of any of the Parent Guarantor Loans.

Amendments to RSEPL Subordinated Loans

The Parent Guarantor and the Issuers agree that no amendments that are adverse to any Issuer and/or to any Holder shall be made to the terms of any of the RSEPL Subordinated Loans.

Use of Proceeds

The Issuers will not use the net proceeds from the sale of the NCDs issued on the Original Issue Date for any purpose other than (1) in the approximate amounts and for the purposes specified under the section entitled "Use of Proceeds" in the Offering Memorandum, and (2) pending the application of such net proceeds in such manner, to invest the portion of such net proceeds not yet so applied in Temporary Cash Equivalents.

No Payments for Consent

None of the Issuers will directly or indirectly pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the applicable Debenture Trust Deed or applicable series of NCDs unless such consideration is offered to be paid and is paid to all Holders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement. Notwithstanding the foregoing, in any offer or payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of the applicable Debenture Trust Deed or applicable series of NCDs in connection with an exchange offer, the applicable Issuer may exclude (a) in connection with an exchange offer, holders or beneficial owners of the applicable series of NCDs that are not "qualified institutional buyers" as defined in Rule 144A under the Securities Act, and (b) in connection with any consent, waiver or amendment, holders or beneficial owners of the applicable series of NCDs in any jurisdiction where the inclusion of such holders or beneficial owners would require the applicable Issuer to (i) file a registration statement, prospectus or similar document or subject the applicable Issuer to ongoing periodic reporting or similar requirements under any securities laws (including, but not limited to, the United States federal securities laws and the laws of the European Union or its member states), (ii) qualify as a foreign corporation or other entity as a dealer in securities in such jurisdiction if it is not otherwise required to so qualify, (iii) generally consent to service of process in any such jurisdiction, or (iv) subject the applicable Issuer to taxation in any such jurisdiction if it is not otherwise so subject, or the solicitation of such consent, waiver or amendment from, or the granting of such consent or waiver, or the approval of such amendment by, holders or beneficial owners in such jurisdiction would be unlawful, in each case as determined by the applicable Issuer in its sole discretion.

Government Approvals and Licenses; Compliance with Law

Each of the Issuers will (1) obtain and maintain in full force and effect all governmental approvals, authorizations, consents, permits, concessions and licenses as are necessary to engage in the Permitted Businesses; (2) preserve and maintain good and valid title to its properties and assets (including land-use rights); and (3) comply with all laws, regulations, orders, judgments and decrees of any governmental body, except to the extent that failure so to obtain, maintain, preserve and comply would not reasonably be expected to have a material adverse effect on (a) the business, results of operations or prospects of the Restricted Group, taken as a whole, or (b) the ability of the applicable Issuer to perform its obligations under the particular series of NCDs, the Guarantees, the Debenture Trust Deeds or the applicable Collateral Documents.

Anti-Layering

Each of the Issuers will not Incur any Indebtedness if such Indebtedness is contractually subordinated in right of payment to any other Indebtedness of such Issuer unless such Indebtedness is also contractually subordinated in right of payment to the NCDs and the Guarantees, on substantially identical terms. This covenant does not apply to distinctions between categories of Indebtedness that exist by reason of any Liens or guarantee securing or in favor of some but not all of such Indebtedness or by virtue of some Indebtedness being secured on a junior priority basis.

Provision of Financial Statements and Reports

Provided that no Parent Guarantor Release Event has occurred, the Parent Guarantor will provide to the Debenture Trustees and furnish to the Holders upon request, as soon as they are available but in any event not more than ten (10) calendar days after they are filed with the principal international recognized stock exchange on which the Parent Guarantor's Common Stock is at any time listed for trading, true and correct copies of any financial or other report in the English language (and a certified English translation of any financial or other report in any other language) filed with such exchange, provided that if at any time the Common Stock of the Parent Guarantor is not listed for trading on an internationally recognized stock exchange, the Parent Guarantor will file with the Debenture Trustees, in the English language (or accompanied by a certified English translation thereof),

(1) within 120 days after the end of the Parent Guarantor's fiscal year beginning with the first fiscal year ending after the Original Issue Date, an annual report containing the following information: (a) audited consolidated balance sheets of the Parent Guarantor as of the end of the two most recent fiscal years and audited consolidated statements of income and cash flow of the Parent Guarantor for the two most recent fiscal years, including footnotes to the financial statements and an audit report of a member firm of an internationally recognized accounting firm on the financial statements; and (b) an operating and financial review of the audited consolidated financial statements; and

(2) within 90 days after the end of the half-year period in each fiscal year of the Parent Guarantor beginning with the half-year period ending after the Original Issue Date, half-yearly reports containing (a) an unaudited consolidated balance sheet as of the end of such half-yearly period and unaudited condensed statements of income and cash flow for the most recent half-yearly period ending on the unaudited consolidated balance sheet date, and the comparable period in the prior year; and (b) an operating and financial review of the unaudited consolidated financial statements.

The Issuers will provide to the Debenture Trustees the following reports, in the English language (or accompanied by a certified English translation):

(1) within 120 days after the end of the Restricted Group's fiscal year beginning with the first fiscal year ending after the Original Issue Date, an annual report containing the following information: (a) audited combined balance sheets of the Restricted Group as of the end of the two most recent fiscal years and audited combined statements of income and cash flow of the Restricted Group for the two most recent fiscal years, including footnotes to the financial statements and an audit report of a member firm of an internationally recognized accounting firm on the financial statements; and (b) an operating and financial review of the audited combined financial statements; and

(2) within 90 days after the end of the half-year period in each fiscal year of the Restricted Group beginning with the half-year period ending after the Original Issue Date, a half-year report containing (a) a reviewed combined balance sheet of the Restricted Group as of the end of such half-year period and reviewed combined statements of income and cash flow of the Restricted Group for the most recent half-year period ending on the unaudited combined balance sheet date, and the comparable period in the prior year; and (b) an operating and financial review of the reviewed combined financial statements.

The Issuers will provide to the Debenture Trustees (a) within 120 days after the close of each fiscal year, an Officer's Certificate stating the Interest Service Coverage Ratio at the end of such fiscal year and showing in reasonable detail the calculation of such ratio; and (b) as soon as possible and in any event within 10 Business Days after the Parent Guarantor or any of the Issuers becomes aware or should reasonably become aware of the occurrence of a Default or an Event of Default, an Officer's Certificate setting forth the details of the Default or Event of Default, and the action which the Issuers propose to take with respect thereto.

The Parent Guarantor or any of the Issuers shall provide to the Debenture Trustees, within 180 days after the close of each fiscal year of the Restricted Group, an Officer's Certificate stating the Annual RSEPL Injection Amount invested into one or more Issuers in accordance with the covenant "*Certain Covenants—RSEPL Cash Flow Undertaking*".

All financial statements of (i) the Parent Guarantor will be prepared in accordance with Ind-AS as in effect on the date of such report or financial statement and on a consistent basis for the periods presented and (ii) the Restricted Group will be prepared in accordance with Ind-AS as modified by commonly used carve-out principles as in effect on the date of such report or financial statements and on a consistent basis for the periods presented; provided that the financial statements and reports set forth in this covenant may, if applicable financial reporting standards change, present earlier periods on a basis that applied to such periods.

Events of Default and Remedies

Each of the following is an "**Event of Default**" under each series of NCDs:

(1) default in the payment of principal on, or premium, if any, on, any series of NCDs when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise and the continuance of any such failure for 1 Business Day;

(2) default in the payment of interest on any series of NCDs when the same becomes due and payable and the continuance of any such failure for 10 Business Days;

(3) default (i) with the covenant described under the caption "—*Certain Covenants—Merger, Consolidation and Sale of Assets*", (ii) with the covenant described under the caption "—Change of Control Redemptions—Change of Control Redemptions Where all NCDs are Initial Investor NCDs—Change of Control Coupon Step-Up Event" or (iii) by the Parent Guarantor with respect to its obligation to comply with the IPGL Infusion Undertaking or the Parent Guarantor Loans Undertaking;

(4) any other default under any of the Debenture Trust Deeds (other than a default specified in (1), (2) or (3) above) and the continuance of any such default for a period of 60 consecutive days after written notice by the applicable Debenture Trustee or the Holders of 25.0% or more in aggregate principal amount of the applicable series of NCDs is given to the applicable Issuer;

(5) with respect to any Indebtedness of any of the Issuers having an outstanding principal amount of US$10.0 million (or the Dollar Equivalent thereof) or more, (a) an event of default causing the holder thereof to declare such Indebtedness to be due prior to its Stated Maturity and/or (b) the failure to make a principal payment when due (after giving effect to any grace period);

(6) the passage of 60 consecutive days following entry of a final judgment or order against any of the Issuers that causes the aggregate amount for all such final judgments or orders outstanding and not paid, discharged or stayed (once such amounts are due) to exceed US$10.0 million (or the Dollar Equivalent thereof) (exclusive of any amounts for which a solvent (to any of the Issuers' best knowledge) insurance company has acknowledged liability for);

(7) an involuntary case or other proceeding commenced against any of the Issuers or (provided that no Parent Guarantor Release Event has occurred) the Parent Guarantor seeking the appointment of a receiver or trustee and which remains undismissed and unstayed for 60 consecutive days; or an order for relief is entered under any bankruptcy or other similar law with respect to any such entity which remains undismissed and unstayed for 60 consecutive days;

(8) any of the Issuers or (provided that no Parent Guarantor Release Event has occurred) the Parent Guarantor:

    (i) commences a voluntary case under any bankruptcy or other similar law, or consents to the entry of an order for relief in an involuntary case,

    (ii) consents to the appointment of a receiver or trustee, or

    (iii) effects any general assignment for the benefit of creditors;

(9) any of the Guarantors or (provided that no Parent Guarantor Release Event has occurred) the Parent Guarantor denies its obligations under any of their respective Guarantees or any such Guarantee is determined to be unenforceable or invalid or shall for any reason cease to be in full force and effect;

(10) any default by any of the Issuers or the Parent Guarantor in the performance of any of their respective obligations under the applicable Collateral Documents which adversely affects the enforceability, validity, perfection or priority of the applicable Lien on the applicable Collateral or which adversely affects the condition or value of the applicable Collateral, taken as a whole, in any material respect;

(11) the repudiation by any of the Issuers or the Parent Guarantor of any of their respective obligations under the applicable Collateral Documents or any of the Collateral Documents ceases to be or is not in full force or effect, or the Debenture Trustee ceases to have the prescribed priority of security interest in any of the Collateral;

(12) the failure by any Issuer or the Parent Guarantor or any other security provider, as the case may be to create and perfect a security interest over the applicable Collateral, or, where specifically provided, to take commercially reasonable steps to create and perfect a security interest over the applicable Collateral (in each case as specified in Appendix A), for securing the NCDs and the performance of all other obligations of the Issuers in the form and manner and within the time prescribed in Appendix A; or

(13) in the event that (a) only some, but not all, NCDs are Initial Investor NCDs, upon a Change of Control Non-Coupon Step-Up Event effected without the consent of all Holders, or (b) all NCDs are Initial Investor NCDs, upon a Change of Control Non-Coupon Step-Up Event effected without the consent of the Initial Investor.

If an Event of Default (other than an Event of Default specified in clause (7) or (8) above) occurs and is continuing under any of the Debenture Trust Deeds, the applicable Debenture Trustee or the Holders of at least 25.0% in aggregate principal amount of the applicable series of NCDs then outstanding, by written notice to the applicable Issuer (and to the applicable Debenture Trustee if such notice is given by the Holders), may, and such Debenture Trustee at the written direction of such Holders (subject to it being indemnified and/or secured and/or pre-funded to its satisfaction) will, declare the principal of, premium, if any, and accrued and unpaid interest on the applicable series of NCDs to be immediately due and payable. Upon a declaration of acceleration, such principal of, premium, if any, and accrued and unpaid interest will be immediately due and payable. If an Event of Default specified in clause (7) or (8) above occurs, the principal of, premium, if any, and accrued and unpaid interest on each series of NCDs then outstanding will automatically become and be immediately due and payable without any declaration or other act on the part of any of the applicable Debenture Trustees or any Holder.

The Holders of at least a majority in principal amount of each applicable series of outstanding NCDs by written notice to the applicable Issuer and to the applicable Debenture Trustee, may on behalf of all the Holders of such series of the NCDs, waive all past defaults and rescind and annul a declaration of acceleration and its consequences if:

(1) all existing Events of Default, other than the non-payment of the principal of, premium, if any, and interest on the applicable series of the NCDs that have become due solely by such declaration of acceleration, have been cured or waived; and

(2) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

Upon such waiver, the Default will cease to exist, and any Event of Default arising therefrom will be deemed to have been cured in relation to such series of NCDs, but no such waiver will extend to any subsequent or other Default or impair any right or consequence thereon, provided that such waiver will not prejudice any rights which a Holder who has not voted in favor of this waiver, has under law applicable in relation to insolvency or recovery of debt.

If an Event of Default occurs and is continuing, the applicable Debenture Trustee may pursue, in its own name or as trustee of an express trust, any available remedy by proceeding at law or in equity to collect the payment of principal of and interest on the applicable series of the NCDs or to enforce the performance of any provision of such series of the NCDs or the relevant Debenture Trust Deed, including, but not limited to, directing a foreclosure on the Collateral in accordance with the terms of the Collateral Documents and take such further action on behalf of the Holders with respect to the Collateral in accordance with such Holders' instruction and the relevant Collateral Documents. A Debenture Trustee may maintain a proceeding even if it does not possess any of the NCDs or does not produce any of them in the proceeding.

The Holders of at least a majority in aggregate principal amount of the applicable series of the outstanding NCDs may direct the time, method and place of conducting any proceeding for any remedy available to the relevant Debenture Trustee or exercising any trust or power conferred on such Debenture Trustee. However, the Debenture Trustee may refuse to follow any direction that conflicts with law or the applicable Debenture Trust Deed, that may involve the Debenture Trustee in personal liability, or that the Debenture Trustee determines may be unduly prejudicial to the rights of Holders not joining in the giving of such direction and may take any other action it deems proper that is not inconsistent with any such direction received from Holders. In addition, the applicable Debenture Trustee will not be required to expend its own funds in following such direction if it does not believe that reimbursement or satisfactory indemnification and/or security and/or pre-funding is assured to it.

A Holder may not institute any proceeding, judicial or otherwise, with respect to the applicable Debenture Trust Deed or the relevant series of NCDs, or for the appointment of a receiver or the applicable Debenture Trustee, or for any other remedy under the applicable Debenture Trust Deed or the relevant series of NCDs, unless:

(1) the Holder has previously given the relevant Debenture Trustee written notice of a continuing Event of Default;

(2) such Holder or Holders offer the applicable Debenture Trustee indemnity and/or security and/or pre-funding satisfactory to the applicable Debenture Trustee against any fees, costs, liability or expenses to be incurred in compliance with such request; and

(3) the applicable Debenture Trustee does not comply with the request within sixty (60) days after the receipt of the offer of indemnity and/or security and/or pre-funded pursuant to clause (2) above.

However, such limitations do not apply to the contractual right of any Holder of a particular series of NCDs to receive payment of the principal of, premium, if any, or interest on, such series of NCDs, or to bring suit for the enforcement of any such contractual right to payment, on or after the due date expressed in such series of NCDs, which right will not be impaired or affected without the consent of the Holder.

An officer of the Parent Guarantor or any of the Issuers must certify to the Debenture Trustees in writing, on or before a date not more than 120 days after the end of each fiscal year, that a review has been conducted of the activities of the Issuers and of their respective performance under the Debenture Trust Deeds and NCDs, and the Collateral Documents, and that the Issuers have fulfilled all of their respective obligations thereunder, or, if there has been a default in the fulfillment of any such obligation, specifying each such default and the nature and status thereof. The Issuers will also be obligated to notify the Debenture Trustee in writing of any Event of Default, Default or defaults in the performance of any covenants or agreements under the applicable Debenture Trust Deed.

Meeting of Holders

Subject to the provisions set forth under "*—Events of Default and Remedies*," each of the Issuers shall, at its own expense, on the written request of the applicable Debenture Trustee or of the Holders of at least 10% in principal amount of the outstanding series of NCDs, summon a meeting of the Holders of such series for the purpose of such Holders giving directions to the applicable Debenture Trustee in relation to the exercise of its powers. Every meeting summoned in accordance with this paragraph shall be summoned by sending a notice by first class mail to the Holders, specifying the time and place of the meeting, to the address of each Holder as shown in the applicable register not later than 45 days before the date of the proposed meeting. Any such meeting shall be held under the chairmanship of a person nominated by the applicable Issuer or, if no nomination is made within 15 minutes after the time appointed for holding the meeting, the Holders at the meeting. If neither the applicable Issuer nor the Holders appoint a chairman, the applicable Debenture Trustee may appoint one.

Voting by Holders

Each Rs.1 amount of a series of NCDs will afford the Holder thereof one (1) vote in favor of or against any matter to be voted upon by such Holder from time to time. In addition, any Holder of a series of NCDs need not use all of its votes or cast all of the votes to which it is entitled in the same way.

No Personal Liability of Incorporators, Promoters, Directors, Officers, Employees and Stockholders

No incorporator, promoter, director, officer, employee or stockholder of any of the Issuers or the Parent Guarantor, as such, will have any liability for any obligations of any of the Issuers or the Parent Guarantor under the NCDs, the Debenture Trust Deeds, any Guarantee, the Collateral Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder, by accepting an NCD, waives and releases all such liability. The waiver and release are part of the consideration for issuance of the NCDs. The waiver may not be effective to waive liabilities under United States federal securities laws.

Legal Defeasance and Covenant Defeasance

Each of the Issuers may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officer's Certificate, elect to have all of its obligations discharged with respect to the outstanding series of NCDs and all obligations of the Guarantors discharged with respect to the Guarantees in relation to such series of NCDs ("**Legal Defeasance**"), except for:

(1) the rights of Holders to receive payments in respect of the principal of, or interest or premium, if any, on, NCDs when such payments are due from the trust referred to below;

(2) the Issuer's obligations with respect to such series of NCDs concerning issuing temporary NCDs, registration of NCDs, mutilated, destroyed, lost or stolen NCDs and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the applicable Debenture Trustee, and the Issuers' and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance and Covenant Defeasance provisions of the applicable Debenture Trust Deed.

In addition, each of the Issuers may, at its option and at any time, elect to have its obligations and the obligations of the Parent Guarantor and the Guarantors, released with respect to substantially all of the covenants that are described in the applicable Debenture Trust Deed ("**Covenant Defeasance**") and thereafter any omission to comply with those covenants will not constitute a Default or an Event of Default with respect to the series of NCDs. If Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "Events of Default and Remedies" will no longer constitute an Event of Default with respect to the NCDs.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the applicable Issuer must irrevocably deposit with the applicable Debenture Trustee, in trust, for the benefit of the applicable Holders, cash in Indian rupees in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, or interest and premium, if any, on, the outstanding NCDs of the series on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the applicable Issuer must specify whether the NCDs of the series are being defeased to such stated date for payment or to a particular redemption date;

(2) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit and the granting of Liens securing such borrowing);

(3) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the applicable Debenture Trust Deed) to which the applicable Issuer is a party or by which the applicable Issuer is bound;

(4) the Issuer must deliver to the applicable Debenture Trustee an Officer's Certificate stating that the deposit was not made by the applicable Issuer with the intent of preferring the Holders over the other creditors of the applicable Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the applicable Issuer or others; and

(5) the applicable Issuer must deliver to the applicable Debenture Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the applicable Debenture Trust Deed, the NCDs of a series, any Guarantee, the applicable Collateral Document(s) and the applicable Trust and Retention Account Agreement may be amended or supplemented with the consent of the Holders of a majority in aggregate principal amount of the series of NCDs then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, such NCDs), and any existing Default or Event of Default or compliance with any provision of the applicable Debenture Trust Deed, NCDs of a series, any Guarantee, the applicable Collateral Document(s) or the applicable Trust and Retention Account Agreement may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding NCDs of a series (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, such NCDs).

Without the consent of Holders holding at least 90.0% in principal amount of each series of NCDs, an amendment, supplement or waiver may not (with respect to any NCDs held by a non-consenting Holder):

(1) reduce the principal amount of NCDs whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any series of NCDs;

(3) change the place, currency or time of payment of principal of, or premium, if any, or interest on, any series of NCDs;

(4) reduce the rate of or change the currency or change the times for payment of, interest, including default interest, on any series of NCDs;

(5) waive a Default or an Event of Default in the payment of principal of, or interest or premium, if any, on, a series of NCDs (except a rescission of acceleration of NCDs by the Holders of a majority in aggregate principal amount of the then outstanding NCDs of a particular series and a waiver of the payment default that resulted from such acceleration);

(6) reduce the amount payable upon a Mandatory COC Redemption, a Change of Control Non-Coupon Step-Up Event Redemption or an Excess Proceeds Repurchase Offer or change the time or manner a

Mandatory COC Redemption, a Change of Control Non-Coupon Step-Up Event Redemption or an Excess Proceeds Repurchase Offer may be made or by which the NCDs must be redeemed pursuant to a Mandatory COC Redemption, a Change of Control Non-Coupon Step-Up Event Redemption or an Excess Proceeds Repurchase Offer, in each case after the obligation to make such Mandatory COC Redemption, Change of Control Non-Coupon Step-Up Event Redemption or Excess Proceeds Repurchase Offer has arisen;

(7) make any change in the provisions of any of the Debenture Trust Deeds relating to waivers of past Defaults or the rights of Holders to receive payments of principal of, or interest or premium, if any, on, the particular series of NCDs;

(8) waive a redemption payment with respect to any series of NCDs;

(9) release any Guarantor or the Parent Guarantor from any of their respective obligations under its Guarantee or the Debenture Trust Deeds, except as set forth under "Brief Description of the NCDs and the Guarantees—The Guarantees";

(10) release any Collateral from the applicable Lien of the applicable Debenture Trust Deed and the applicable Collateral Document, except as set forth under the caption "—Security" for which no consent of any Holders would be required;

(11) amend, supplement or grant any waiver under any Trust and Retention Account Agreement (i) that would adversely impact the priority of payments with respect to the NCDs and/or the right to receive payments with respect to the NCDs (other than in relation to any Indebtedness, payments in respect of which are proposed to made on a pari passu basis with payments in respect to the NCDs); or (ii) relating to any action or change not permitted by the terms of the Debenture Trust Deeds; or

(12) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any Holder of NCDs of a series, the applicable Issuer, the Parent Guarantor, the Guarantors and the applicable Debenture Trustee may amend or supplement the applicable Debenture Trust Deed, the series of NCDs, any Guarantee, the applicable Collateral Documents or the applicable Trust and Retention Account Agreement:

(1) to cure any ambiguity, defect, omission or inconsistency;

(2) to provide for certificated NCDs of such series in addition to or in place of uncertificated NCDs of such series;

(3) to provide for the assumption of the applicable Issuer's or the Guarantors' obligations to Holders in the case of a merger or consolidation;

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the applicable Debenture Trust Deed of any such Holder;

(5) to conform the text of the applicable Debenture Trust Deed, the NCDs of such series, the Guarantees or the applicable Collateral Documents to any provision of this Description of the NCDs to the extent that such provision in this Description of the NCDs was intended to be a verbatim recitation of a provision thereof;

(6) to effect any changes to the applicable Debenture Trust Deed in a manner necessary to comply with the procedures of the relevant clearing system;

(7) to allow a Guarantor to execute a supplemental debenture trust deed to the applicable Debenture Trust Deed and/or a Guarantee with respect to the NCDs of such series or to release the Parent Guarantor and/or a Guarantor from its Guarantee in accordance with the terms of the applicable Debenture Trust Deed;

(8) to enter into additional or supplemental Collateral Documents or to release Collateral from a Lien of the applicable Debenture Trust Deed or applicable Collateral Document in accordance with the terms of the applicable Debenture Trust Deed or applicable Collateral Document;

(9) to evidence and provide for the acceptance of appointment by a successor Debenture Trustee; or

(10) to enter into any amendment or supplement to, or grant any waiver under, any Trust and Retention Account Agreement in order to account for the Incurrence of any Permitted Indebtedness or for any other action which is permitted under or not restricted by the Debenture Trust Deed.

Notwithstanding the preceding, consent of Holders holding at least 75.0% in aggregate principal amount of NCDs will be required to remove the Debenture Trustee.

Satisfaction and Discharge

The applicable Debenture Trust Deed will be discharged and will cease to be of further effect as to all NCDs issued thereunder when the applicable Issuer has paid or caused to be paid all sums payable by it under the applicable Debenture Trust Deed and the applicable series of NCDs. In addition, the applicable Issuer must deliver an Officer's Certificate and an Opinion of Counsel to the applicable Debenture Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Debenture Trustee

Axis Trustee Services Limited is to be appointed as Debenture Trustee under each of the Debenture Trust Deeds and the Debenture Trustee Agreement.

Except during the continuance of a Default, the applicable Debenture Trustee will not be liable, except for the performance of such duties as are specifically set forth in the applicable Debenture Trust Deed and no implied covenant or obligation shall be read into the applicable Debenture Trust Deed or the applicable series of NCDs against the applicable Debenture Trustee. If an Event of Default has occurred and is continuing, the applicable Debenture Trustee will use the same degree of care and skill in its exercise of the rights and powers vested in it under the applicable Debenture Trust Deed as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

Each Holder, by accepting the NCDs of a series will agree, for the benefit of the applicable Debenture Trustee, that it is solely responsible for its own independent appraisal of and investigation into all risks arising under or in connection with the NCDs of a series and has not relied on and will not at any time rely on the applicable Debenture Trustee in respect of such risks.

If the applicable Debenture Trustee becomes a creditor of any of the applicable Issuer, the applicable Debenture Trust Deed limits the right of the applicable Debenture Trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The applicable Debenture Trustee will be permitted to engage in other transactions and nothing herein shall obligate the Debenture Trustee to account for any profits earned from any business or transactional relationship; provided that, if it acquires any conflicting interest it must eliminate such conflict within 90 days, or resign.

The Holders of a majority in aggregate principal amount of the then outstanding NCDs of a series will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the applicable Debenture Trustee, subject to certain exceptions. Subject to applicable provisions, the applicable Debenture Trustee will be under no obligation to exercise any of its rights or powers under the applicable Debenture Trust Deed at the request of any Holder, unless such Holder has offered to the applicable Debenture Trustee security and/or indemnity and/or pre-funded satisfactory to it against any loss, liability or expense.

The applicable Debenture Trustee shall not be deemed to have knowledge of any Event of Default or Default unless a responsible officer of the applicable Debenture Trustee has received express written notice of such Event of Default or Default. The applicable Debenture Trustee shall be deemed to have knowledge of an Event of Default or a Default unless it has been notified in writing of such an Event of Default or Default.

Additional Information

Any Holder may inspect a copy of any of the Debenture Trust Deeds and, once executed, the Collateral Documents, during regular business hours at the corporate trust office of the Debenture Trustee.

Jumbo Certificate

Each series of the NCDs will be represented by a Jumbo Certificate without interest coupons attached.

Each Issuer shall issue a Jumbo Certificate for the aggregate principal amount of the NCDs being issued by it, which shall be kept with the applicable Debenture Trustee. The NCDs will be issued by the Issuers in dematerialized form and credited to the account of the relevant Holders, held with National Securities Depository

Limited and/or Central Depository Services Limited through their respective depositary participant. Each person that is, for the time being and from time to time, the holder of the NCDs of a particular series and whose name appears in the register of beneficial owners of the NCD of a particular series maintained by National Securities Depository Limited and/or Central Depository Services Limited, shall be considered a Holder of the particular series of NCDs.

Payments on the NCDs

Payments of any amounts owing in respect of the NCDs (including principal, premium, if any, interest and Additional Amounts, if any) will be made by the Issuers to the Holders as of the Record Date without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, except as may be required by law and as described under "*—Additional Amounts*."

Under the terms of the Debenture Trust Deeds, the Issuers and the Debenture Trustees will consider such Holders whose name is appearing in the register of beneficial owners of the National Securities Depository Limited and/or Central Depository Services Limited as of the Record Date for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuers, the Debenture Trustees or any of their respective agents has or will have any responsibility or liability for:

(1) any aspect of the records of National Securities Depository Limited and/or Central Depository Services Limited or any participant or indirect participant relating to or payments made on account of register maintained, or for maintaining, supervising or reviewing any of the records of National Securities Depository Limited and/or Central Depository Services Limited or any participant or indirect participant relating to or payments made on account of entry made in the register of beneficial owners; or

(2) National Securities Depository Limited and/or Central Depository Services Limited or any participant or indirect participant.

Transfers

The NCDs are freely transferrable subject to any restriction imposed by applicable law.

Certain Definitions

Set forth below are certain defined terms used in the Debenture Trust Deeds. Reference is made to the applicable Debenture Trust Deed for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "**control,**" as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "**controlling,**" "**controlled by**" and "**under common control with**" have correlative meanings.

"**Applicable Premium**" means, with respect to an NCD of a series at any redemption date, the greater of (1) 1.00% of the principal amount of such NCD and (2) the excess of (a) the present value at such redemption date of the principal amount of such NCD at [_], plus all required remaining scheduled interest payments due on such NCD through [_] (but excluding accrued and unpaid interest, if any, to (but not including) the applicable redemption date), computed using a discount rate equal to the Treasury Rate plus 50 basis points, over (b) the principal amount of such NCD on such redemption date.

"**Asset Acquisition**" means an acquisition by any of the Issuers of the property and assets of any Person (other than an Issuer) that constitute substantially all of a division or line of business of such Person.

"**Asset Disposition**" means the sale or other disposition by any Issuer (other than to another Issuer) of all or substantially all of the assets that constitute a division or line of business of any Issuer.

"**Asset Sale**" means the sale, lease, conveyance or other disposition of any assets or rights (including by way of merger, consolidation or Sale and Leaseback Transaction) in one transaction or a series of related transactions by any of the Issuers to any Person; *provided* that "Asset Sale" shall not include:

(1) the sale, lease, transfer or other disposition of inventory, products, services, accounts receivable or other current assets in the ordinary course of business (including, for the avoidance of doubt, the sale of power);

(2) Restricted Payments permitted to be made under the covenant described under "*—Certain Covenants– Restricted Payments*" or any Permitted Investment;

(3) sales, transfers or other dispositions of assets with a Fair Market Value not in excess of US$1.0 million (or the Dollar Equivalent thereof);

(4) any sale or other disposition of damaged, worn-out or obsolete or permanently retired assets (including the abandonment or other disposition of property that is no longer economically practicable to maintain or useful in the conduct of the business of any of the Issuers);

(5) a transaction covered by the "*—Certain Covenants—Merger, Consolidation and Sale of Assets*" (other than a Qualified Asset Sale) or "*—Change of Control Redemptions*" (other than a Qualified Asset Sale) covenants;

(6) any sale, transfer or other disposition deemed to occur in connection with creating or granting any Lien;

(7) any sale, transfer or other disposition of any assets by any of the Issuers to any of the other Issuers;

(8) any sale, transfer or other disposition of any national, state or foreign production tax credit, tax grant, renewable energy credit, carbon emission reductions, certified emission reductions or similar credits based on the generation of electricity from renewable resources or investment in renewable generation and related equipment and related costs, or the sale or issuance of Capital Stock entitling the holder thereof to benefit from any such items;

(9) any sale, transfer or other disposition of licenses and sublicenses of software or intellectual property in the ordinary course of business;

(10) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(11) the sale or other disposition of cash or Temporary Cash Equivalents;

(12) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(13) transfers resulting from any casualty or condemnation of property;

(14) dispositions of investments in joint ventures to the extent required by or made pursuant to buy/sell arrangements between the joint parties;

(15) the unwinding of any Hedging Obligation; and

(16) the sale, transfer or other disposition of contract rights, development rights or resource data obtained in connection with the initial development of a project prior to the commencement of commercial operations of such project.

"**Attributable Indebtedness**" means, in respect of a Sale and Leaseback Transaction, the present value, discounted at the interest rate implicit in the Sale and Leaseback Transaction, of the total obligations of the lessee for rental payments during the remaining term of the lease in the Sale and Leaseback Transaction.

"**Average Life**" means, at any date of determination with respect to any Indebtedness, the quotient obtained by dividing (1) the sum of the products of (a) the number of years from such date of determination to the dates of each successive scheduled principal payment of such Indebtedness and (b) the amount of such principal payment by (2) the sum of all such principal payments.

"**Board of Directors**" means:

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function,

including, in each case, any committee thereof or person duly authorized to act on its behalf.

"**Board Resolution**" means any resolution of the Board of Directors taking an action which it is authorized to take and adopted at a meeting duly called and held at which a quorum of disinterested members (if so required) was present and acting throughout or adopted by written resolution executed by the applicable members of the Board of Directors or any circular resolution passed in accordance with the relevant Companies Law of India.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in each of New York, Hong Kong, London, Mauritius, Mumbai, Delhi and Singapore.

"**Capital Stock**" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"**Capitalized Lease Obligations**" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with Ind-AS, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"**CCDs**" means debentures which are compulsorily convertible into Common Stock of any Issuer or the Parent Guarantor.

"**Change of Control**" means any Change of Control Coupon Step-Up Event or any Change of Control Non-Coupon Step-Up Event.

"**Change of Control Offer**" has the meaning assigned to that term in the Debenture Trust Deed.

"**Change of Control Coupon Step-Up Event**" means the occurrence of any of the following events:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent Guarantor and the Restricted Group, taken as a whole, to any "person" (within the meaning of section 13(d) of the Exchange Act), other than to one or more Permitted Holders (for the avoidance of doubt, any sale, transfer, conveyance or other disposition of all or substantially all of the properties or assets of the Parent Guarantor and the Restricted Group, taken as a whole, required by applicable law, rule, regulation or order (other than to one or more Permitted Holders) will constitute a Change of Control Coupon Step-Up Event under this definition);

(2) any "person" or "group" (as such terms are used in sections 13(d) and 14(d), respectively, of the Exchange Act), other than one or more Permitted Holders, is or becomes the "beneficial owner" (as such term is used in Rule 13d-3 of the Exchange Act), directly or indirectly, of more than 50.0% of the total voting power of the Voting Stock of the Parent Guarantor; and

(3) the adoption of a plan relating to the liquidation or dissolution of the Parent Guarantor.

"**Change of Control Non-Coupon Step-Up Event**" means the occurrence of any of the following events:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Restricted Group, taken as a whole, to any "person" (within the meaning of section 13(d) of the Exchange Act), other than to one or more Permitted Holders (for the avoidance of doubt, any sale, transfer, conveyance or other disposition of all or substantially all of the properties or assets of the Restricted Group required by applicable law, rule, regulation or order (other than to one or more Permitted Holders) will constitute a Change of Control Non-Coupon Step-Up Event under this definition);

(2) any of the Issuers consolidates with, or merges with or into, any Person (other than with or into one or more Permitted Holders), or any Person (other than one or more Permitted Holders) consolidates with, or merges with or into, any of the Issuers, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of such Issuer or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of the applicable Issuer outstanding immediately prior to such transaction is converted into or exchanged for (or continues as) Voting Stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance);

(3) the Parent Guarantor (including any entity with or into which the Parent Guarantor is merged or consolidated or liquidated) ceases to own, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of any Issuer, other than (a) where one or more Permitted Holders owns, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of such Issuer or (b) where, immediately post the consummation of an INVIT Offering, the Parent Guarantor and the Permitted Holders collectively own, directly or indirectly, at least 50.1% of the total voting power of the Voting Stock of each of the Issuers; or

(4) the adoption of a plan relating to the liquidation or dissolution of any of the Issuers.

"**Collateral**" means the assets over which a Lien is created pursuant to the Collateral Documents.

"**Collateral Documents**" means the documents described in the second column of the table found in Appendix A.

"**Combined EBITDA**" means, for any period, any Annual RSEPL Injection Amount, *plus* Combined Net Income for such period plus, to the extent such amount was deducted in calculating such Combined Net Income:

(1) any expenses in relation to Hedging Obligations;

(2) Combined Interest Expense and finance costs;

(3) income taxes (other than income taxes attributable to extraordinary gains (or losses) or sales of assets outside the ordinary course of business);

(4) depreciation expense, amortization expense and all other non-cash items (including impairment charges and write-offs) reducing Combined Net Income (other than non-cash items in a period which reflect cash expenses paid or to be paid in another period), less all non-cash items increasing Combined Net Income (other than the accrual of revenues in the ordinary course of business);

(5) any losses arising from the acquisition of any securities or extinguishment, repurchase, cancelation or assignment of Indebtedness, less any gains arising from the same; and

(6) any unrealized losses in respect of Hedging Obligations or other derivative instruments or forward contracts or any ineffectiveness recognized in earnings related to a qualifying hedge transaction or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations, less any unrealized gains in respect of the same;

all as determined on a combined basis in conformity with Ind-AS.

"**Combined Interest Expense**" means, with respect to the Restricted Group for any period, the amount that would be included in gross interest expense on a combined income statement prepared in accordance with Ind-AS for such period of the Restricted Group, plus, to the extent not included in such gross interest expense, and to the extent accrued or payable during such period by the Restricted Group, without duplication, (1) interest expense attributable to Capitalized Lease Obligations, (2) amortization of debt issuance costs, any redemption premium and original issue discount expense and non-cash interest payments in respect of any redemption premium, (3) the interest portion of any deferred payment obligation, (4) all commissions, discounts and other fees and charges with respect to letters of credit or similar instruments issued for financing purposes or in respect of any Indebtedness, (5) the net costs associated with Hedging Obligations with respect to Indebtedness (including the amortization of fees), (6) interest accruing on Indebtedness of any other Person that is guaranteed by, or secured by a Lien on any asset of, the Restricted Group, and (7) any capitalized interest (other than in respect of Subordinated Funding Debt).

"**Combined Net Income**" means, for any period, the aggregate of the net income plus any interest income of the Restricted Group for such period, on a combined basis, as determined in accordance with Ind-AS; *provided* that:

(1) the net income (or loss) of any Person that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the Restricted Group;

(2) the cumulative effect of a change in accounting principles will be excluded; and

(3) any translation gains or losses due solely to fluctuations in currency values and related tax effects will be excluded.

"**Commodity Hedging Agreement**" means any spot, forward, commodity swap, commodity cap, commodity floor or option commodity price protection agreements or other similar agreement or arrangement.

"**Common Stock**" means, with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common stock or ordinary shares, whether or not outstanding on the Original Issue Date, and includes all series and classes of such common stock or ordinary shares.

"**Co-obligor Loan**" means facility availed by Tarun Kiran Bhoomi Private Limited, ReNew Wind Energy (MP Three) Private Limited, ReNew Wind Energy (Rajasthan Four) Private Limited, ReNew Wind Energy (Maharashtra) Private Limited and Bhumi Prakash Private Limited along with four other subsidiaries of ReNew Solar Power Private Limited, as co-borrowers, from IDFC Bank, Tata Cleantech Capital Limited, Union Bank of India pursuant to a loan agreement dated October 28, 2016.

"**Currency Hedging Agreement**" means any currency swap agreement, currency cap agreement, currency floor agreement, currency futures agreement, currency option agreement or any other similar agreement or arrangement.

"**Debenture Trustee**" means Axis Trustee Services Limited.

"**Default**" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"**Designated Subordinated Working Capital Parent Loans**" means any Subordinated Indebtedness Incurred by any of the Issuers owed to the Parent Guarantor or any entity majority owned, directly or indirectly, by the Parent Guarantor which, by its terms or by the terms of any agreement or instrument pursuant to which such Indebtedness is issued or remains outstanding, (i) does not mature or require any amortization and is not required to be repaid, redeemed, repurchased or otherwise retired, pursuant to a sinking fund obligation, event of default or otherwise (including any redemption, retirement or repurchase which is contingent upon events or circumstance), in whole or in part, prior to the earlier of (x) six (6) months after the final Stated Maturity of the NCDs and (y) six (6) months after the first date on which there are no NCDs outstanding, (ii) does not provide for any right to call a default prior to the earlier of (x) six (6) months after the final Stated Maturity of the NCDs and (y) six (6) months after the first date on which there are no NCDs outstanding, (iii) bears interest at a rate which is no more than the rate which is payable under any outstanding Senior Indebtedness (including related hedging costs), (iv) does not require any cash payment of interest (or premium, if any) prior to the earlier of (x) six (6) months after the final Stated Maturity of the NCDs and (y) six (6) months after the first date on which there are no NCDs outstanding, (v) is not secured by a Lien on any assets of any of the Issuers and is not guaranteed by any of the Issuers and (vi) has been designated by the applicable Issuer as a "Designated Subordinated Working Capital Parent Loan" under the applicable Trust and Retention Account Agreement (to the extent that such agreement has been executed and is in effect); *provided* that upon any event or circumstance that results in such Indebtedness ceasing to qualify as "Designated Subordinated Working Capital Parent Loans", such Indebtedness shall constitute either (x) Subordinated Funding Debt if it meets the conditions set forth in the definition thereof or (y) an Incurrence of such Indebtedness by the applicable Issuer. The foregoing limitations shall not be violated by provisions that permit payments of principal, premium or interest on such Indebtedness if such Issuer would be permitted to make such payment under the covenant described under "**—Certain Covenants—Restricted Payments**".

"**Disqualified Stock**" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable at the option of the holder thereof for Indebtedness or Disqualified Stock; or

(3) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the NCDs or (b) the date on which there are no NCDs outstanding; *provided* that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable, or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock, and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the applicable Issuer to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is not prohibited by the covenant described under "*—Certain Covenants—Restricted Payments.*"

"**Dollar Equivalent**" means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the noon buying rate for U.S. dollars in New York City for cable transfers as certified for customs purposes by the Federal Reserve Bank of New York on the date of determination.

"**Equity Interests**" means Capital Stock, all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock), Redeemable Preference Shares, Subordinated Indebtedness and CCDs.

"**Equity Offering**" means a public or private sale of either (1) Equity Interests of the Parent Guarantor by the Parent Guarantor (other than Disqualified Stock and other than to a Subsidiary of the Parent Guarantor) or (2) Equity Interests of any of the Issuers or an affiliate of the Parent Guarantor (other than to the Parent Guarantor or a Subsidiary of the Parent Guarantor), in each case to the extent that the net proceeds therefrom are contributed in the form of Equity Interests in any of the Issuers.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors or an executive officer of the Parent Guarantor (unless otherwise provided in the applicable Debenture Trust Deed), whose determination shall be conclusive if evidenced by a Board Resolution or an Officer's Certificate.

"**Fitch**" means Fitch Inc. and its successors.

"**guarantee**" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge **of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).**

"**Hedging Obligations**" means, with respect to any specified Person, the obligations of such Person pursuant to Commodity Hedging Agreements, Currency Hedging Agreement or Interest Rate Hedging Agreements.

"**Holder**" means the Person in whose name an NCD is registered in the NCD register.

"**Incur**" means, with respect to any Indebtedness or Disqualified Stock, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness or Disqualified Stock; *provided* that the accretion of original issue discount, the accrual of interest, the accrual of dividends, the payment of interest in the form of additional Indebtedness and the payment of dividends on Disqualified Stock in the form of additional shares of Disqualified Stock (to the extent provided for when the Indebtedness or Disqualified Stock on which such interest or dividend is paid was originally issued) will not be considered an Incurrence of Indebtedness. The terms "**Incurrence**," "**Incurred**" and "**Incurring**" have meanings correlative with the foregoing.

"**Ind-AS**" means (a) with respect to the Parent Guarantor, Indian Accounting Standards as in effect as of the Original Issue Date, and (b) with respect to the Restricted Group, Indian Accounting Standards as in effect as of the Original Issue Date, as modified by commonly used carve-out principles as in effect on the date of such report or financial statement; provided that for purposes of compliance with the covenant described under the caption "*—Provision of Financial Statements and Reports*", Ind-AS shall mean Indian Accounting Standards as in effect from time to time.

"**Indebtedness**" means, with respect to any Person at any date of determination (without duplication):

(1) all indebtedness of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments;

(4) all Capitalized Lease Obligations (other than leases which, as of the Original Issue Date, were not Capitalized Lease Obligations (regardless of any amendments to such leases)) and Attributable Indebtedness;

(5) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that the amount of such Indebtedness will be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness;

(6) all Indebtedness of other Persons Guaranteed by such Person to the extent that such Indebtedness is Guaranteed by such Person;

(7) to the extent not otherwise included in this definition, Hedging Obligations; and

(8) all Disqualified Stock issued by such Person valued at the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase or redemption price plus accrued dividends,

if and to the extent any of the preceding items (other than items described in clauses (3), (6) and (8) above) would appear as a liability on the Person's consolidated/combined balance sheet (excluding the footnotes thereto) prepared in accordance with Ind-AS.

The amount of Indebtedness of any Person at any date will be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation; *provided* that:

(1) the amount outstanding at any time of any Indebtedness issued with original issue discount is the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness at such time as determined in conformity with Ind-AS;

(2) money borrowed and set aside at the time of the Incurrence of any Indebtedness in order to prefund the payment of the interest on such Indebtedness will not be deemed to be "Indebtedness" so long as such money is held to secure the payment of such interest; and

(3) the amount of Indebtedness with respect to any Hedging Obligation will be equal to the net amount payable or receivable if the Commodity Hedging Agreement, Currency Hedging Agreement or Interest Rate Hedging Agreement giving rise to such Hedging Obligation were terminated at that time due to default by such Person.

For the avoidance of doubt, Subordinated Funding Debt, Preferred Stock (including Redeemable Preference Shares) and CCDs will not constitute Indebtedness.

"**Initial Investor**" means India Green Energy Holdings and its successors.

"**Initial Investor NCDs**" means, at any time, the NCDs of any series held by the Initial Investor.

"**Initial Parent Guarantor Loan**" means a Parent Guarantor Loan in an amount of US$100,000,000 (or the Dollar Equivalent thereof).

"**Interest Rate Hedging Agreement**" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement.

"**Interest Service**" means, for any period, the sum of (i) all interest payments (other than voluntary or optional payments) paid, payable, accrued or amortized in relation to such period in respect of Indebtedness of any of the Issuers (other than any Indebtedness owed to any other Issuer), (ii) all settlement payments net of receipts on account of gross settlement under Interest Rate Hedging Agreements and Currency Hedging Agreements (excluding (a) any payments for mark-to-market settlement and (b) any prepayment under Interest Rate Hedging Agreements and Currency Hedging Agreements made from non-operating cash flows of the Restricted Group) and (iii) all fees, expenses and other charges paid, payable, accrued or amortized (without double counting) in relation to such period in respect of all such Indebtedness of the Issuers (other than amortized expenses relating to the offering of the NCDs or the Incurrence of other Indebtedness), calculated without duplication for Guarantees with respect to Indebtedness already included in such calculation. For avoidance of doubt, any redemption premium payable will not be included in calculation of Interest Service.

"**Interest Service Coverage Ratio**" means, for any period, the ratio of (x) Combined EBITDA for such period to (y) Interest Service for such period. In making the foregoing calculation:

(1) *pro forma* effect will be given to any Indebtedness Incurred, repaid, repurchased, defeased or redeemed since the beginning of such period in each case as if such Indebtedness had been Incurred, repaid, repurchased, defeased or redeemed on the first day of such period (other than Indebtedness Incurred or repaid under a revolving credit or similar arrangement or any predecessor revolving credit or similar arrangement);

(2) interest expense attributable to interest on any Indebtedness (whether existing or being Incurred) computed on a pro forma basis and bearing a floating interest rate will be computed as if the rate in effect on the date of determination (taking into account any Interest Rate Hedging Agreement applicable to such Indebtedness if such Interest Rate Hedging Agreement has a remaining term in excess of 12 months or, if shorter, at least equal to the remaining term of such Indebtedness) had been the applicable rate for the entire period; and

(3) *pro forma* effect will be given to Asset Dispositions and Asset Acquisitions (including giving *pro forma* effect to the application of proceeds of any Asset Disposition) that occur during such period as if they had occurred and such proceeds had been applied on the first day of such period;

provided that to the extent that clause (3) of this sentence requires that *pro forma* effect be given to an Asset Acquisition or Asset Disposition (or asset acquisition or asset disposition), such pro forma calculation will be based upon the then most recent two semi-annual periods immediately preceding the date of determination of the Person, or division or line of business of the Person, that is acquired or disposed for which financial information is available.

"**Investments**" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), capital contributions, purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with Ind-AS. The acquisition by any of the Issuers of a Person that holds an Investment in a third Person will be deemed to be an Investment by such Issuer in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under "*—Certain Covenants—Restricted Payments*". The amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"**INVIT Offering**" means an offering of the units of an infrastructure investment trust, whether through a private placement or a public offering, with all of the Issuers, the Parent Guarantor or an Affiliate of the Parent Guarantor (including all of their respective assets) or all of the assets of the Issuers, the Parent Guarantor or an Affiliate of the Parent Guarantor, forming all or a part of the assets of such infrastructure investment trust.

"**Jumbo Certificate**" means the debenture certificate duly executed and issued by an Issuer evidencing the issue of the applicable series of the NCDs by it.

"**Lien**" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"**Moody's**" means Moody's Investors Service, Inc.

"**NCDs**" means the rupee denominated non-convertible debentures issued by the Issuers under the respective Debenture Trust Deeds.

"**NCDs Subscription Agreement**" means the subscription agreement to be dated on or about October 20, 2020, by and between each of the Issuers, the Parent Guarantor and the Initial Investor.

"**Net Cash Proceeds**" means with respect to any Asset Sale, the proceeds of such Asset Sale in the form of cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) when received in the form of cash or cash equivalents and proceeds from the conversion of other property received when converted to cash or cash equivalents, net of:

(1) brokerage commissions and other fees and expenses (including fees and expenses of counsel and investment bankers) related to such Asset Sale;

(2) provisions for all taxes (whether or not such taxes will actually be paid or are payable) as a result of such Asset Sale without regard to the combined results of operations of the Restricted Group;

(3) payments made to repay Indebtedness or any other obligation outstanding at the time of such Asset Sale that either (x) is secured by a Lien on the property or assets sold or (y) is required to be paid as a result of such sale; and

(4) appropriate amounts to be provided by such Issuer as a reserve against any liabilities associated with such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale, all as determined in conformity with Ind-AS and reflected in an Officer's Certificate delivered to the applicable Debenture Trustee.

"**Offering Memorandum**" means the offering memorandum of the Issuers dated [•], 2020, in connection with the offering of the NCDs by the Issuers.

"**Officer's Certificate**" means a certificate signed by one of the directors, officers or other duly authorized representatives of the Parent Guarantor, an Issuer or a Guarantor, as applicable.

“**Opinion of Counsel**” means a written opinion from external legal counsel selected by the Parent Guarantor or any of the Issuers.

“**Original Issue Date**” means [_].

“**Original Issue Date Receivables**” means all rights which exist as of the Original Issue Date by any of the Issuers to receive payment arising from generation based incentives, receivables from O&M contractors, EPC contractors, insurance companies, the sale or lease of goods or the performance of services by any of the Issuers pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay to any of the Issuers for goods and services under terms that permit the purchase of such goods and services on credit.

“**Parent Guarantor Cross-Default**” means, provided that no Parent Guarantor Release Event has occurred, with respect to any Indebtedness of the Parent Guarantor having an outstanding principal amount of (i) on or prior to March 5, 2023, US$75.0 million (or the Dollar Equivalent thereof) or more and (ii) thereafter, US$150.0 million (or the Dollar Equivalent thereof) or more, (a) an event of default causing the holder thereof to declare such Indebtedness to be due prior to its Stated Maturity and which Indebtedness remains outstanding for a period of 60 days after such declaration and/or (b) the failure to make a principal payment when due (after giving effect to any grace period).

“**Parent Guarantor Loans**” means any loan (which, for the avoidance of doubt, is non-convertible) made by the Issuers to either (x) the Parent Guarantor or (y) any of the Parent Guarantor’s affiliates, *provided* that any such loan to any such affiliate is guaranteed by the Parent Guarantor; *provided further* that, (i) such loans bear interest at a rate of at least 8.0% per annum and such interest will be payable no less frequently than annually (subject to a five (5) Business Day cure period) and in cash, (ii) the applicable Issuer agrees that it shall not waive any right to any payment of such interest and (iii) such loans are made in accordance with the applicable Trust and Retention Account Agreement (to the extent that such agreement has been executed and is in effect).

“**Permitted Business**” means any business, service or activity engaged in by any of the Issuers on the Original Issue Date and any other businesses, services or activities that are related, complementary, incidental, ancillary or similar to any of the foregoing, or any expansions, extensions or developments thereof, including the ownership, acquisition, development, financing, operation and maintenance of renewable power generation or power transmission or distribution facilities.

“**Permitted Holders**” means any or all of the following:

(1) any shareholder of the Parent Guarantor as of the Original Issue Date;

(2) any spouse or immediate family member of any of the Persons referred to in clause (1) above;

(3) any trust established for the benefit of any of the Persons referred to in clause (1) or (2) above;

(4) any Affiliate of one or more of the Persons (considered, for these purposes, as one Person) referred to in clause (1), (2) or (3) above; and

(5) any Person the majority of the voting power of the Voting Stock of which is “beneficially owned” (as such term is used in Rule 13d-3 of the Exchange Act), directly or indirectly, by one or more of the Persons referred to in clause (1), (2), (3) or (4) above.

“**Permitted Investments**” means:

(1) any Investment in any of the Issuers;

(2) any Investment in Temporary Cash Equivalents;

(3) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the “*—Certain Covenants—Asset Sales*” covenant;

(4) any acquisition of assets (including Equity Interests) solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of any of the Issuers;

(5) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Parent Guarantor or any of the Issuers, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes with Persons who are not Affiliates;

(6) Investments represented by Hedging Obligations;

(7) loans or advances to employees made in the ordinary course of business of any of the Issuers in an aggregate principal amount not to exceed US$1.0 million (or the Dollar Equivalent thereof) at any one time outstanding;

(8) repurchases of NCDs;

(9) pledges or deposits (x) with respect to leases or utilities provided to third parties in the ordinary course of business or (y) otherwise made in connection with creating or granting Liens;

(10) (x) receivables, trade credits or other current assets owing to any of the Issuers if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms, including such concessionary trade terms as such Issuer considers reasonable under the circumstances, and (y) advances or extensions of credit for purchases and acquisitions of assets, supplies, materials or equipment from suppliers or vendors in the ordinary course of business;

(11) Investments existing on the Original Issue Date and any Investment that amends, extends, renews, replaces or refinances such Investment; *provided* that such new Investment is on terms and conditions no less favorable to the applicable Issuer than the Investment being amended, extended, renewed, replaced or refinanced; and

(12) Guarantees to the extent permitted under the covenant described under the caption "*— Certain Covenants – Incurrence of Indebtedness and Issuance of Preferred Stock*".

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"**Preferred Stock**" as applied to the Capital Stock of any Person means Capital Stock of any class or classes that by its term is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"**Qualified Asset Sale**" means the simultaneous sale, conveyance, transfer, lease or other disposition by all of the Issuers of all or substantially all of their properties and assets (computed on a combined basis) to the same Person (or any of such Person's Affiliates) whereby (i) prior to the allocation of the proceeds from such Qualified Asset Sale in accordance with the "*—Certain Covenants—Asset Sales*" covenant, the Initial Investor shall have provided its consent to such Qualified Asset Sale (taking into account the proposed use of the proceeds from such Qualified Asset Sale) and (ii) such Qualified Asset Sale is undertaken in compliance with the "*—Certain Covenants—Asset Sales*" covenant.

"**REC Loan**" means each of the following:

(1) the facility availed by Pugalur Renewable Private Limited from REC Limited pursuant to the facility agreement dated March 29, 2018; and
(2) the facility availed by Bidwal Renewable Private Limited from REC Limited pursuant to the facility agreement dated March 29, 2018.

"**Redeemable Preference Shares**" means Preferred Stock which is redeemable on its maturity date.

"**Restricted Group**" means collectively the Issuers.

"**Rooftop Assets**" means the 55 projects adding up to 38.26 MW of cumulative rooftop capacity directly held by Renew Solar Energy Private Limited as further described under "*Business—Overview of our identified Rooftop Projects*" in the Offering Memorandum.

"**Sale and Leaseback Transaction**" means any direct or indirect arrangement relating to property (whether real, personal or mixed), now owned or hereafter acquired whereby any of the Issuers transfers such property to another Person and any of the Issuers leases it from such Person.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Senior Indebtedness**" means, with respect to any Person, all obligations of such Person, whether outstanding on the Original Issue Date or thereafter created, incurred or assumed, without duplication, consisting of principal and premium, if any, accrued and unpaid interest on, and fees and other amounts relating to, all Indebtedness of such Person, including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such Person, regardless of whether post-filing interest is allowed in such proceeding.

"**S&P**" means Standard & Poor's Ratings Group.

"**Stated Maturity**" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the date it was first Incurred in compliance with the Debenture Trust Deed, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"**Subordinated Funding Debt**" means any indebtedness that is subordinated in right of payment to the NCDs or the Guarantees incurred by any of the Issuers and owed to the Parent Guarantor or any entity majority owned, directly or indirectly, by the Parent Guarantor or owed to any of the Permitted Holders, which, by its terms or by the terms of any agreement or instrument pursuant to which such indebtedness is issued or remains outstanding, (i) does not mature or require any amortization and is not required to be repaid, redeemed, repurchased or otherwise retired, pursuant to a sinking fund obligation, event of default or otherwise (including any redemption, retirement or repurchase which is contingent upon events or circumstance), in whole or in part, prior to the earlier of (x) six (6) months after the final Stated Maturity of the NCDs and (y) six (6) months after the first date on which there are no NCDs outstanding, (ii) does not provide for any right to call a default prior to the earlier of (x) six (6) months after the final Stated Maturity of the NCDs and (y) six (6) months after the first date on which there are no NCDs outstanding, (iii) does not require any cash payment of interest (or premium, if any) prior to the earlier of (x) six (6) months after the final Stated Maturity of the NCDs and (y) six (6) months after the first date on which there are no NCDs outstanding, and (iv) is not secured by a Lien on any assets of any of the Issuers and is not guaranteed by any of the Issuers; *provided* that upon any event or circumstance that results in such indebtedness ceasing to qualify as Subordinated Funding Debt, such indebtedness shall constitute an incurrence of such Indebtedness by the applicable Issuer. Notwithstanding the foregoing, the foregoing limitations shall not be violated by provisions that permit payments of principal, premium or interest on such indebtedness if such Issuer would be permitted to make such payment under the covenant described under the caption "*—Certain Covenants—Restricted Payments*".

"**Subsidiary**" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person, or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"**Surplus Account**" means, in respect of any Issuer, each account which is categorized as the "Surplus Account" under its Trust and Retention Account Agreement(s) and "Surplus Accounts" means all such accounts collectively.

"**Temporary Cash Equivalents**" means any of the following:

(1) United States dollars, Indian rupees, euros or, in the case of any of the Issuers, local currencies held by such Issuer from time to time in the ordinary course of their Permitted Business;

(2) direct obligations of the United States of America, Canada, a member of the European Union or India or, in each case, any agency of either of the foregoing or obligations fully and unconditionally Guaranteed by any of the foregoing or any agency of any of the foregoing, in each case maturing within one year;

(3) demand or time deposit accounts, certificates of deposit and money market deposits maturing within 365 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States of America, the United Kingdom or India and which bank or trust company (x) has capital, surplus and undivided profits aggregating in excess of US$100.0 million

(or the Dollar Equivalent thereof) and (y)(A) has outstanding debt which is rated "A" or such similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in section 3(a)(62) under the Exchange Act) or (B) is organized under the laws of India and has a long term foreign issuer credit rating or senior unsecured debt rating equal to or higher than India's sovereign credit rating by at least one nationally recognized statistical rating organization (as defined in section 3(a)(62) under the Exchange Act), or (C) is a bank owned or controlled by the government of India and organized under the laws of India;

(4) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (2) above entered into with a bank or trust company meeting the qualifications described in clause (3) above;

(5) commercial paper, maturing not more than six months after the date of acquisition thereof, issued by a corporation (other than an Affiliate of the Parent Guarantor) organized and in existence under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of "P-1" (or higher) according to Moody's or "A-1" (or higher) according to S&P or Fitch;

(6) securities with maturities of six (6) months or less from the date of acquisition thereof, issued or fully and unconditionally Guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least "A" by S&P, Moody's or Fitch;

(7) any money market fund that has at least 95.0% of its assets continuously invested in investments of the types described in clauses (1) through (5) above;

(8) any corporate debt securities which, at the date of acquisition, are rated "AAA" (or such similar equivalent rating) or higher by at least one Indian rating organization and having maturities of not more than one year from the date of acquisition; and

(9) demand or time deposit accounts, certificates of deposit and money market deposits with (i) State Bank of India, State Bank of Bikaner & Jaipur, State Bank of Hyderabad, State Bank of Indore, State Bank of Mysore, State Bank of Patiala, State Bank of Saurashtra, State Bank of Travancore, Allahabad Bank, Andhra Bank, Bank of Baroda, Bank of India, Bank of Maharashtra, Canara Bank, Central Bank of India, Corporation Bank, Dena Bank, Indian Bank, Indian Overseas Bank, Oriental Bank of Commerce, Punjab National Bank, Punjab and Sind Bank, Syndicate Bank, UCO Bank, Union Bank of India, United Bank of India, Vijaya Bank, Industrial Development Bank of India Ltd., HDFC Bank Ltd., ICICI Bank Ltd., ING Vysya Bank Ltd., Karur Vysya Bank Ltd., Kotak Mahindra Bank Ltd., and YES Bank Ltd. and (ii) any other bank or trust company organized under the laws of the India whose long-term debt is rated by Moody's, S&P or Fitch as high or higher than any of those banks listed in sub-clause (i) of this paragraph.

"**Third Party Credit Facilities**" means one or more debt or commercial paper facilities, indentures or trust deeds, in each case, with banks or other institutional lenders or other lenders providing for revolving credit loans, term loans, demand loans, debt securities, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, extended, increased, refunded, replaced (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time and in each case with a maturity of one year or less.

"**Treasury Rate**" means, with respect to any redemption date, the yield to maturity as of the earlier of (a) such redemption date or (b) the date on which such NCDs are defeased or satisfied and discharged, of the most recently issued United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two (2) Business Days prior to such date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to [_]; **provided** that if the period from the redemption date to [_] is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. Any such Treasury Rate shall be obtained by the applicable Issuer.

"**Trust and Retention Account Agreements**" means the trust and retention account agreements entered into by each Issuer with inter alia the Debenture Trustee for establishing and maintaining certain accounts, as amended or restated from time to time.

"**Voting Stock**" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"**VRR Investment Amount**" means the amount allocated to the Initial Investor under the VRR Scheme (being the committed portfolio size) pursuant to which the Initial Investor has invested or proposes to invest in the NCDs.

"**VRR Retention Period**" means the committed retention period applicable to the Initial Investor or any other Holder in relation to the investment made by it in the NCDs under the VRR Scheme.

"**VRR Scheme**" means the Voluntary Retention Route scheme introduced and regulated by the RBI from time to time.

APPENDIX A – DESCRIPTION OF THE COLLATERAL

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
Tarun Kiran Bhoomi Private Limited ("**Tarun Kiran**"): 20 MW ("**Alland Project**") – Liens will be created (i) over the assets of Tarun Kiran described in Sr. No. 1, to secure the NCDs and Guarantees issued by Tarun Kiran; and (ii) over the assets and shares of Tarun Kiran described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of Tarun Kiran in connection with the Alland Project located at Alland, Gulbarga, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Tarun Kiran, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Tarun Kiran in respect of the entire land to secure the relevant NCDs.	Tarun Kiran will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Tarun Kiran, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Tarun Kiran in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of Tarun Kiran, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date except in relation to the solar power generation facility (including all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard and all the other assets, buildings/structures, equipments, plants and machinery, facilities and related assets), in respect of which Tarun Kiran will take commercially reasonable steps to create such Lien within 5 months of the Original Issue Date.	Tarun Kiran will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by Tarun Kiran and all other bank accounts of Tarun Kiran whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Tarun Kiran will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of Tarun Kiran under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Alland Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Tarun Kiran will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Pledge of 51.0 per cent. of the equity shares of Tarun Kiran which are held by ReNew Solar Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Solar Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
ReNew Wind Energy (MP Three) Private Limited ("**ReNew MP Three**"): 20 MW ("**Honnali Project**") – Liens will be created (i) over the assets of ReNew MP Three described in Sr. No. 1, to secure the NCDs and Guarantees issued by ReNew MP Three; and (ii) over the assets and shares of ReNew MP Three described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of ReNew MP Three in connection with the Honnali Project located at Honnali, Davanagere, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of ReNew MP Three, receipt of approval for conversion of land use and the receipt of mortgage creation approval by ReNew MP Three in respect of the entire land to secure the relevant NCDs.	ReNew MP Three will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of ReNew MP Three, receipt of approval for conversion of land use and the receipt of mortgage creation approval by ReNew MP Three in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of ReNew MP Three, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date except in relation to the solar power generation facility (including all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard and all the other assets, buildings/structures, equipments, plants and machinery, facilities and related assets), in respect of which ReNew MP Three will take commercially reasonable steps to create such Lien within 5 months of the Original Issue Date.	ReNew MP Three will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by ReNew MP Three and all other bank accounts of ReNew MP Three whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew MP Three will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of ReNew MP Three under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Honnali Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew MP Three will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Pledge of 51.0 per cent. of the equity shares of ReNew MP Three which are held by ReNew Solar Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Solar Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
ReNew Wind Energy (Rajasthan Four) Private Limited ("**ReNew Rajasthan Four**"): 20 MW ("**Turuvekere Project**") – Liens will be created (i) over the assets of ReNew Rajasthan Four described in Sr. No. 1, to secure the NCDs and Guarantees issued by ReNew Rajasthan Four; and (ii) over the assets and shares of ReNew Rajasthan Four described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of ReNew Rajasthan Four in connection with the Turuvekere Project located at Turuvekere, Tumkur, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of ReNew Rajasthan Four, receipt of approval for conversion of land use and the receipt of mortgage creation approval by ReNew Rajasthan Four in respect of the entire land to secure the relevant NCDs.	ReNew Rajasthan Four will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of ReNew Rajasthan Four, receipt of approval for conversion of land use and the receipt of mortgage creation approval by ReNew Rajasthan Four in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of ReNew Rajasthan Four, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date except in relation to the solar power generation facility (including all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard and all the other assets, buildings/structures, equipments, plants and machinery, facilities and related assets), in respect of which ReNew Rajasthan Four will take commercially reasonable steps to create such Lien within 5 months of the Original Issue Date.	ReNew Rajasthan Four will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by ReNew Rajasthan Four and all other bank accounts of ReNew Rajasthan Four whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Rajasthan Four will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of ReNew Rajasthan Four under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Turuvekere Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Rajasthan Four will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Pledge of 51.0 per cent. of the equity shares of ReNew Rajasthan Four which are held by ReNew Solar Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Solar Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
ReNew Wind Energy (Maharashtra) Private Limited ("**ReNew Maharashtra**"): 20 MW ("**Yadgiri Project**") – Liens will be created (i) over the assets of ReNew Maharashtra described in Sr. No. 1, to secure the NCDs and Guarantees issued by ReNew Maharashtra; and (ii) over the assets and shares of ReNew Maharashtra described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of ReNew Maharashtra in connection with the Yadgiri Project located at Yadgiri, Yadgir, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of ReNew Maharashtra, receipt of approval for conversion of land use and the receipt of mortgage creation approval by ReNew Maharashtra in respect of the entire land to secure the relevant NCDs.	ReNew Maharashtra will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of ReNew Maharashtra, receipt of approval for conversion of land use and the receipt of mortgage creation approval by ReNew Maharashtra in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of ReNew Maharashtra, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date except in relation to the solar power generation facility (including all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard and all the other assets, buildings/structures, equipments, plants and machinery, facilities and related assets), in respect of which ReNew Maharashtra will take commercially reasonable steps to create such Lien within 5 months of the Original Issue Date.	ReNew Maharashtra will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by ReNew Maharashtra and all other bank accounts of ReNew Maharashtra whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Maharashtra will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of ReNew Maharashtra under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Yadgiri Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Maharashtra will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Pledge of 51.0 per cent. of the equity shares of ReNew Maharashtra which are held by ReNew Solar Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Solar Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
Bhumi Prakash Private Limited ("**Bhumi Prakash**"): 20 MW ("**Devdurga Project**") – Liens will be created (i) over the assets of Bhumi Prakash described in Sr. No. 1, to secure the NCDs and Guarantees issued by Bhumi Prakash; and (ii) over the assets and shares of Bhumi Prakash described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of Bhumi Prakash in connection with the Devdurga Project located at Devdurga, Raichur, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Bhumi Prakash, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Bhumi Prakash in respect of the entire land to secure the relevant NCDs.	Bhumi Prakash will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Bhumi Prakash, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Bhumi Prakash in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of Bhumi Prakash, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date except in relation to the solar power generation facility (including all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard and all the other assets, buildings/structures, equipments, plants and machinery, facilities and related assets), in respect of which Bhumi Prakash will take commercially reasonable steps to create such Lien within 5 months of the Original Issue Date.	Bhumi Prakash will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by Bhumi Prakash and all other bank accounts of Bhumi Prakash whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Bhumi Prakash will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of Bhumi Prakash under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Devdurga Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Bhumi Prakash will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Pledge of 51.0 per cent. of the equity shares of Bhumi Prakash which are held by ReNew Solar Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Solar Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
ReNew Wind Energy (AP 3) Private Limited (**"ReNew AP 3"**): 26 MW ("**Lahori Project**") and 25.6 MW ("**Rajgarh Project**") – Liens will be created (i) over the assets of ReNew AP 3 described in Sr. No. 1 and 2, to secure the NCDs and Guarantees issued by ReNew AP 3; and (ii) over the assets and shares of ReNew AP 3 described in Sr. Nos. 3 to 6, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of ReNew AP 3 in relation to the: • **Lahori Project**: located at Shajapur district, Madhya Pradesh (other than any revenue land in respect of the Lahori Project); and • **Rajgarh Project**: located at Jaisalmer district Rajasthan.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	• **Lahori Project**: Within 5 months from the Original Issue Date. • **Rajgarh Project**: Within 4 months of the receipt of the consent from the Government of Rajasthan and any sublessor for the creation of such Lien to secure the relevant NCDs.	• **Lahori Project**: ReNew AP 3 will take commercially reasonable steps to create such mortgage within 5 months from the Original Issue Date. • **Rajgarh Project**: ReNew AP 3 will take commercially reasonable steps to create such mortgage within 4 months of the receipt of the consent from the Government of Rajasthan and any sublessor for the creation of such Lien to secure the relevant Guarantees.
2	Provision of a step-in/ substitution letter from the relevant government authority in Madhya Pradesh in relation to the revenue land at Shajapur, Madhya Pradesh in respect of the Lahori Project. No mortgage or charge over such land is being created or assignment of such land is being provided.	Step-in/ substitution agreement to be executed by ReNew AP 3 in favour of the Debenture Trustee and provision of a step-in/ substitution letter in favour of the Debenture Trustee by the relevant government authorities in Mvadhya Pradesh. The step-in/ substitution agreement to be executed by ReNew AP 3 in favour of the Debenture Trustee will be executed after issuance of the step-in/	Within 5 months from the Original Issue Date on a commercially reasonable efforts basis.	Within 5 months from the Original Issue Date on a commercially reasonable efforts basis.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
		substitution letter in favour of the Debenture Trustee by the relevant government authorities in Madhya Pradesh		
3	Charge over all movable (tangible and intangible) assets and current assets of ReNew AP 3, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date except in relation to (a) the wind power generation facility in respect of the Lahori Project (including all units and auxiliaries such as storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line upto the injection point and all the other assets, buildings/ structures, equipment, plant and machinery, facilities and related assets); and (b) the power purchase agreement for the Lahori Project (including related rights and benefits such as receivables, current assets and accounts), in respect of which ReNew AP 3 will take commercially reasonable steps to create such Lien within 9 months of the Original Issue Date.	ReNew AP 3 will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.
4	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by ReNew AP 3 and all other bank accounts of ReNew AP 3, whether in existence at the time of execution of the applicable security document or acquired/opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee		

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Charge over the rights, title, interest, benefits, claims and demands whatsoever of ReNew AP 3 under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Lahori Project and the Rajgarh Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee		
6	Pledge of 51.0 per cent. of the equity shares of ReNew AP 3 which are held by ReNew Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
Shruti Power Projects Private Limited (“**Shruti Power**”): 12 MW (“**Vinjalpur Project**”) – Liens will be created (i) over the assets of Shruti Power described in Sr. No. 1, to secure the NCDs and Guarantees issued by Shruti Power; and (ii) over the assets and shares of Shruti Power described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of Shruti Power in connection with the Vinjalpur Project located at Jamnagar, Gujarat.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the receipt of consent of the Government of Gujarat, the jurisdictional collector and any sub-lessor for the creation of such Lien and the empanelment of the Holders of the relevant NCDs (or, if permitted under the Gujarat Land Revenue Code, 1879 and any applicable rules and regulations thereunder, the Debenture Trustee acting on behalf of such Holders) with the Government of Gujarat.	Shruti Power will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the receipt of consent of the Government of Gujarat, the jurisdictional collector and any sub-lessor for the creation of such Lien and the empanelment of the relevant Holders (or, if permitted under the Gujarat Land Revenue Code, 1879 and any applicable rules and regulations thereunder, the Debenture Trustee

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
				acting on behalf of such Holders) with the Government of Gujarat.
2	Charge over all movable (tangible and intangible) assets and current assets of Shruti Power, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Shruti Power will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by Shruti Power and all other bank accounts of Shruti Power, whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Shruti Power will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of Shruti Power under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Vinjalpur Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Shruti Power will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
5	Pledge of 51.0 per cent. of the equity shares of Shruti Power which are held by ReNew Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
Zemira Renewable Energy Limited (“**Zemira Renewable**”): 50 MW (“**Borampalli Project**”) – Liens will be created (i) over the assets of Zemira Renewable described in Sr. No. 1, to secure the NCDs and Guarantees issued by Zemira Renewable; and (ii) over the assets and shares of Zemira Renewable described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of Zemira Renewable in connection with the Borampalli Project located at Anantpur district, Andhra Pradesh.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within 5 months from the Original Issue Date.	Zemira Renewable will take commercially reasonable steps to create such mortgage within 5 months from the Original Issue Date.
2	Charge over all movable (tangible and intangible) assets and current assets of Zemira Renewable, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Zemira Renewable will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by Zemira Renewable and all other bank accounts of Zemira Renewable, whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Zemira Renewable will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of Zemira Renewable under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Borampalli Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	Zemira Renewable will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
5	Pledge of 51.0 per cent. of the equity shares of Zemira Renewable which are held by ReNew Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.
Pugalur Renewable Private Limited ("**Pugalur Renewable**"): 60 MW ("**Nirlooti Project**") – Liens will be created (i) over the assets of Pugalur Renewable described in Sr. No. 1, to secure the NCDs and Guarantees issued by Pugalur Renewable; and (ii) over the assets and shares of Pugalur Renewable described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of Pugalur Renewable in connection with the Nirlooti Project located at Raichur district, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 9 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Pugalur Renewable, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Pugalur Renewable in respect of the entire land to secure the relevant NCDs.	Pugalur Renewable will take commercially reasonable steps to create such mortgage within the later of (i) 9 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Pugalur Renewable, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Pugalur Renewable in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of Pugalur Renewable, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	Pugalur Renewable will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by Pugalur Renewable and all other bank accounts of Pugalur Renewable,	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	Pugalur Renewable will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
	whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.			
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of Pugalur Renewable under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Nirlooti Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	Pugalur Renewable will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.
5	Pledge of 51.0 per cent. of the equity shares of Pugalur Renewable which are held by ReNew Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	ReNew Power Private Limited will take commercially reasonable steps to create such pledge within 9 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
Bidwal Renewable Private Limited (“**Bidwal Renewable**”): 50 MW (“**Bapuram Project**”) – Liens will be created (i) over the assets of Bidwal Renewable described in Sr. No. 1, to secure the NCDs and Guarantees issued by Bidwal Renewable; and (ii) over the assets and shares of Bidwal Renewable described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of Bidwal Renewable in connection with the Bapuram Project located at Raichur district, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 9 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Bidwal Renewable, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Bidwal Renewable in respect of the entire land to secure the relevant NCDs.	Bidwal Renewable will take commercially reasonable steps to create such mortgage within the later of (i) 9 months from the Original Issue Date; and (ii) 4 months from the date of completion of final mutation of the entire land in the name of Bidwal Renewable, receipt of approval for conversion of land use and the receipt of mortgage creation approval by Bidwal Renewable in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of Bidwal Renewable, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	Bidwal Renewable will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by Bidwal Renewable and all other bank accounts of Bidwal Renewable, whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	Bidwal Renewable will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
	flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments, investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.			
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of Bidwal Renewable under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Bapuram Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	Bidwal Renewable will take commercially reasonable steps to create such charge within 9 months of the Original Issue Date.
5	Pledge of 51.0 per cent. of the equity shares of Bidwal Renewable which are held by ReNew Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 9 months of the Original Issue Date.	ReNew Power Private Limited will take commercially reasonable steps to create such pledge within 9 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
ReNew Wind Energy (AP) Private Limited ("**ReNew AP**"): 18 MW ("**Chikodi Project**") and 40 MW ("**Lingasugur Project**") – Liens will be created (i) over the assets of ReNew AP described in Sr. No. 1, to secure the NCDs and Guarantees issued by ReNew AP; and (ii) over the assets and shares of ReNew AP described in Sr. Nos. 2 to 5, to secure the NCDs issued by all Issuers and the Guarantees issued by all Guarantors.				
1	Mortgage over immovable properties of ReNew AP in connection with the: • **Chikodi Project**: located at Belgaum district, Karnataka; and • **Lingasugur Project**: located at Raichur district, Karnataka.	Equitable mortgage, indenture of mortgage or such other form of mortgage as may be agreed with the Debenture Trustee	Within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of receipt of mortgage creation approval by ReNew AP in respect of the entire land to secure the relevant NCDs.	ReNew AP will take commercially reasonable steps to create such mortgage within the later of (i) 5 months from the Original Issue Date; and (ii) 4 months from the date of receipt of mortgage creation approval by ReNew AP in respect of the entire land to secure the relevant Guarantees.
2	Charge over all movable (tangible and intangible) assets and current assets of ReNew AP, including (without limitation) its cash flows, receivables, book debts, revenues, goodwill, intellectual property rights and uncalled capital, both present and future (other than in respect of certain accounts described below).	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew AP will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
3	Charge over all accounts opened in accordance with the Trust and Retention Account Agreement entered into by ReNew AP and all other bank accounts of ReNew AP, whether in existence at the time of execution of the applicable security document or acquired/ opened thereafter (other than certain accounts described below), together with all cash flows, receivables and other assets and securities which represent all amounts in such accounts and all the moneys, securities, instruments,	Deed of hypothecation or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew AP will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.

Sr. No.	Assets	Collateral Document	Time period for creation of security in respect of the NCDs	Time period for creation of security in respect of the relevant Guarantees
	investments and other properties deposited in, credited to or required to be deposited in or credited to or lying to the credit of such accounts, both present and future.			
4	Charge over the rights, title, interest, benefits, claims and demands whatsoever of ReNew AP under its project documents (including, without limitation the power purchase agreements, EPC contracts, operation and maintenance contracts, insurance contracts (other than third party liability insurances), letters of credit, bonds, guarantees (including bank guarantees and corporate guarantees) and clearances) in respect of the Chikodi Project and the Lingasugur Project, both present and future.	Deed of hypothecation along with a power of attorney or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew AP will take commercially reasonable steps to create such charge within 5 months of the Original Issue Date.
5	Pledge of 51.0 per cent. of the equity shares of ReNew AP which are held by ReNew Power Private Limited, both present and future.	Share pledge agreement or such other security document as may be agreed with the Debenture Trustee	Within 5 months of the Original Issue Date.	ReNew Power Private Limited will take commercially reasonable steps to create such pledge within 5 months of the Original Issue Date.

A first ranking Lien will be created over the assets set out above (except for the accounts listed below) and in respect of ReNew Wind Energy (AP 3) Private Limited, the Lien created over revenue land in Rajasthan will be subject to a first charge of the Government of Rajasthan. An exclusive Lien will be created over:

(a) the debt service account(s) (from which interest, principal and certain other amounts in respect of the NCDs issued by any Co-Issuer will be made) for the benefit of the secured parties in respect of the NCDs issued by all Issuers and the Guarantees issued by all Guarantors, with such Lien ranking *pari passu inter se* such Persons;

(b) the enforcement proceeds account(s) (into which the proceeds from enforcement of the Liens created solely in respect of the Indebtedness described in paragraph (a) above will be deposited) for the benefit of the secured parties in respect of the NCDs issued by all Issuers and the Guarantees issued by all Guarantors, with such Lien ranking *pari passu inter se* such Persons;

(c) the debt service account(s) (from which interest, principal and certain other amounts in respect of any Indebtedness of an Issuer (other than the Indebtedness described in paragraph (a) above) will be made) for the benefit of the Persons extending such Indebtedness (and their trustees and agents) and with separate accounts being created for each such Person extending such Indebtedness, if required;

(d) the debt service reserve account(s) (in which an debt reserve will be maintained in respect of any Indebtedness of an Issuer (other than the Indebtedness described in paragraph (a) above) for the benefit of the Persons extending such Indebtedness (and their trustees and agents) and with separate accounts being created for each such Person extending such Indebtedness, if required; and

(e) the enforcement proceeds account(s) (into which the proceeds from enforcement of the Liens created solely in respect of the Indebtedness of an Issuer (other than the Indebtedness described in paragraph (a) above) will be deposited) for the benefit of the Persons extending such Indebtedness (and their trustees and agents) and with separate accounts being created for each such Person extending such Secured Indebtedness, if required.

Each Issuer and other security provider, as applicable, will take all actions required under applicable law to perfect the security interest over the Collateral for the benefit of the relevant Holders within 30 days from the creation of each such security interest.

Appendix B – Form of Redemption Notice

Date:	[•]
To:	India Green Energy Holdings (the "**Company**")
Attention:	The Directors
Facsimile No.	[•]
From:	[*Name of requesting NCDs Issuer*]
Subject:	Rs.[•] [•]% Senior Secured Non-Convertible Debentures due [_] (the "**NCDs**") **IRREVOCABLE REDEMPTION NOTICE**

Dear Sirs,

Pursuant to section [•] of the debenture trust deed entered into by us on [•] (the "**NCDs Debenture Trust Deed**"), pursuant to which the NCDs were issued on [•], we hereby deliver to you this irrevocable notice (the "**Redemption Notice**").

Terms used but not otherwise defined herein shall have the meaning ascribed to them in the NCDs Debenture Trust Deed.

We hereby:

(1) confirm that we have paid to the Company, in immediately available funds and free of any deductions and costs of any nature whatsoever, the Redemption Request Fee; and

(2) request that you provide a quote to redeem the Redemption Proportion of the series of NCDs on the terms set out below.

The terms related to this particular Redemption Request are as follows:

Redemption Proportion:	[•]
Proposed Redemption Date:	[•]
No Redemption Election or a VRR Permitted Redemption Election	[No Redemption Election]/[VRR Permitted Redemption Election]

By:

[*Insert name of requesting NCDs Issuer*]

Appendix C—Annual O&M Budget

All expenses are excluding taxes. Taxes will be paid as per actuals.

All numbers in INR millions

ReNew Wind Energy (AP) Private Limited—Chikodi Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	28	30	31	33	35	36	38
Insurance & Other Overheads	3	3	3	3	3	3	3
Buffer Expenditure	6	6	6	6	6	6	6

ReNew Wind Energy (AP) Private Limited—Lingasugur Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	53	56	59	62	65	68	72
Insurance & Other Overheads	7	7	7	7	7	7	7
Buffer Expenditure	11	11	12	12	12	12	12

ReNew Wind Energy (AP 3) Private Limited—Lahori Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	20	21	23	24	25	26	27
Insurance & Other Overheads	5	5	5	5	5	5	5
Buffer Expenditure	8	9	9	9	9	9	9

ReNew Wind Energy (AP 3) Private Limited—Rajgarh Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	23	25	26	27	28	30	31
Insurance & Other Overheads	4	4	4	4	4	4	4
Buffer Expenditure	5	5	5	5	5	5	5

Shruti Power Projects Private Limited—Vinjalpur Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	12	13	13	14	15	15	16
Insurance & Other Overheads	1	1	1	1	1	1	1
Buffer Expenditure	5	5	5	5	5	5	5

Zemira Renewables Limited—Borampalli Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	57	59	62	65	68	72	75
Insurance & Other Overheads	1	1	1	1	1	1	1
Buffer Expenditure	11	12	12	12	12	12	12

Pugalur Renewable Private Limited—Nirlooti Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	54	56	58	61	64	68	71
Insurance & Other Overheads	16	16	16	16	16	16	16
Buffer Expenditure	20	20	20	20	20	20	20

Bidwal Renewable Private Limited—Bapuram Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	50	52	54	57	60	63	66
Insurance & Other Overheads	12	12	12	12	12	12	12
Buffer Expenditure	20	20	20	20	20	20	20

ReNew Wind Energy (MP Three) Private Limited—Honnali Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	16	17	17	18	19	20	21
Insurance & Other Overheads	4	4	4	4	4	4	4
Buffer Expenditure	3	3	3	3	3	3	3

ReNew Wind Energy (Rajasthan Four) Private Limited—Turuvekere Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	16	17	17	18	19	20	21
Insurance & Other Overheads	4	4	4	4	4	4	4
Buffer Expenditure	3	3	3	3	3	3	3

Tarun Kiran Bhoomi Private Limited—Alland Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	16	17	17	18	19	20	21
Insurance & Other Overheads	4	4	4	4	4	4	4
Buffer Expenditure	3	3	3	3	3	3	3

Bhumi Prakash Private Limited—Devdurga Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	16	17	17	18	19	20	21
Insurance & Other Overheads	4	4	4	4	4	4	4
Buffer Expenditure	3	3	3	3	3	3	3

ReNew Wind Energy (Maharashtra) Private Limited—Yadgiri Project

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
O&M Charges	16	17	17	18	19	20	21
Insurance & Other Overheads	4	4	4	4	4	4	4
Buffer Expenditure	3	3	3	3	3	3	3

TAXATION

The information provided below does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase the NCDs. In particular, the information does not consider any specific facts of circumstances that may apply to a particular purchaser. Neither these statements nor any other statements in this offering memorandum are to be regarded as advice on the tax position of any holder of the NCDs or of any person acquiring, selling or otherwise dealing with the NCDs or on any tax implications arising from the acquisition, sale or other dealings in respect of the NCDs. The statements do not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the NCDs and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules.

Prospective purchasers of the NCDs are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposal of NCDs, including the effect of any state or local taxes, under the tax laws applicable in India and each country of which they are residents or countries of purchase, holding or disposal of the NCDs. Additionally, in view of the number of jurisdictions where local laws may apply, this offering memorandum does not discuss the local tax consequences to a potential holder, purchaser, seller arising from the acquisition, holding or disposal of the NCDs. Prospective investors must therefore inform themselves as to any tax, exchange control legislation or other laws and regulations in force relating to the subscription, holding or disposal of NCDs at their place of ordinance, and the countries of which they are citizens or countries of purchase, holding or disposal of NCDs.

Indian Taxation

The following is a summary of the existing principal Indian tax consequences for Foreign Portfolio Investors ("FPI") subscribing to the NCDs issued by the Issuers. The summary is based on existing Indian taxation law and practice in force at the date of this offering memorandum and is subject to change, possibly with retroactive effect. The summary does not constitute legal or tax advice and is not intended to represent a complete analysis of the tax consequences under Indian law of the acquisition, ownership or transfer of the NCDs. Prospective investors should, therefore, consult their own tax advisers regarding the Indian tax consequences, as well as the tax consequences under any other applicable taxing jurisdiction, of acquiring, owning and disposing of the NCDs.

Payments through India

Any payments any Issuer makes on the NCDs, including additional amounts, made through India would be subject to the regulations of RBI.

Taxation of Interest

Since the proceeds of the issuance of the NCDs are to be used for the purposes of the business of the Issuers in India, FPI would be liable to pay tax on the interest paid on the NCDs.

As of the date of this offering memorandum, the rate of tax in accordance with the Income Tax Act, 1961 (Income Tax Act) is 5% (plus applicable surcharge and health and education cess), for any interest paid on NCD before July 1, 2023 in accordance with the provisions of Sections 115A read with 194LD of the Income Tax Act, 1961. However, interest paid on NCDs after July 1, 2023 may be subject to tax at the rate of 20% (plus applicable surcharge and health and education cess) under the provisions of Sections 115AD of the Income Tax Act, unless the present concessional scheme of subjecting the interest income to be taxed at the rate of 5% is extended. The rate of tax will stand reduced if the beneficial recipient is a resident of a country with which the Government of India has entered into a double taxation avoidance agreement ("Tax Treaty") which provides for the taxation of interest and capital gains income in India at a rate lower than the rate provided under the Income Tax Act, 1961 provided the conditions prescribed therein are fulfilled.

Withholding tax

Since the interest payable on the NCDs is subject to taxation in India, there is a requirement to withhold tax at the applicable rate i.e. at 5% (plus applicable surcharge and health and education cess), provided the interest payments are made prior to July 1, 2023 and the rate of interest does not exceed the prescribed limits. With regards to the interest payments made after July 1, 2023) tax may be required to be withheld at the rate of

20% (plus applicable surcharge and health and education cess). This rate would be subject to any lower rate of tax provided by an applicable Tax Treaty. FPI could be required to provide certain documents or other information as prescribed by law to apply the beneficial withholding tax rate. Further, a Permanent Account Number ("PAN") from non-resident investor would not be required if the non-resident investor provide documentation including a tax residency certificate, a tax identification number and other details including its name, address, email details and contact number, pursuant to section 206AA(7) of the Income Tax Act, 1961 read with rule 37BC of the Income Tax Rules, 1962.

Pursuant to the terms and conditions of the NCDs, all payments of, or in respect of, principal and interest on the NCDs, will be made free and clear of and without withholding or deduction on account of any present or future taxes within India unless it is required by law or where the laws undergo any amendment, in which case as described under "Description of the NCDs – Additional Amounts", the Issuers will pay additional amounts as may be necessary in order that the net amounts received by the investors after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the NCDs in the absence of the withholding or deduction, subject to certain exceptions.

Taxation of deemed Income

As a measure to prevent laundering of unaccounted income, the Income Tax Act, 1961 provides that any person receiving certain specified assets (including the NCDs) at a price less than their fair market value, shall be subject to income tax in India on the benefit accruing to him. Tax shall be payable at the rates applicable for the regular income. However, it may be noted that this provision would not be applicable if the asset is received from a relative or under a will or by way of inheritance or any other specific instances provided under section 56(2)(x) of the Income Tax Act, 1961.

In the instant case, in case FPI receives NCDs under the above mechanism, the taxability of the same shall also be subject to the provisions of the applicable Tax Treaty, assuming the FPI is entitled to claim benefits of the Tax Treaty.

Taxation of gains arising on redemption transfer of NCDs

Any gains arising to an FPI from the transfer of a capital asset held (or deemed to be held) will be chargeable to income tax in India if such capital asset is regarded as property situated in India. Transfer has inter alia been defined under the Income Tax Act, 1961 to include sale, exchange, relinquishment of a capital asset or extinguishment of any rights therein. In this regard, the term "capital asset" has been defined to include any security held by an FPI in accordance with the Securities and Exchange Board of India Act, 1992. However, potential investors may consult their own tax advisers regarding the Indian tax consequences, as well as the computation of tax liability in India as a result of transfer of the NCDs.

The following consequences will arise upon transfer of an NCD:

(i) an FPI who has held the NCDs for a period of more than 36 months (long-term capital asset) immediately preceding the date of their disposal, would be liable to pay capital gains tax at the rate of 10% of the capital gains (plus applicable surcharge and health and education cess) in accordance with the provisions of the Income Tax Act, 1961. These rates are subject to any lower rate provided for by an applicable Tax Treaty.

(ii) an FPI who has held the NCDs for a period of 36 months or less (short term capital asset) would be liable to pay capital gains tax at rates of 30% (plus applicable surcharge and health and education cess) subject to any lower rate provided for by an applicable Tax Treaty.

As per section 196D of the Income-tax Act, 1961 no tax is required to be withheld on capital gains accruing to an FPI from transfer of securities including the NCDs.

Anti-avoidance provisions

Under the Income Tax Act, 1961 there are both specific as well as generic anti-avoidance provisions relating to tax like transfer pricing provisions and General Anti-Avoidance Rules ("GAAR").

Under the transfer pricing provisions, any income arising from an international transaction between two related parties have to be computed having regard to the arm's length price ("ALP"). In the event that the NCDs are transferred by a non-resident investor to another non-resident investor and such non-resident investors are related parties in accordance with the provisions of the Income Tax Act, 1961, then the transactions would have to be at ALP and necessary compliances are required to be undertaken by the investors.

GAAR provisions have been effective from fiscal year 2017-2018. Under the GAAR, an arrangement whose main purpose is to obtain tax benefits, may be declared as an "impermissible avoidance arrangement". According to Section 96(1) of the Income Tax Act, 1961 "impermissible avoidance arrangement" means an arrangement of which the main purpose is to obtain a tax benefit, and which, inter alia, creates rights, or obligations, which are not ordinarily created between persons dealing at arm's length. Further, an arrangement is presumed, unless proved to the contrary by the taxpayer, to have been entered into, for the main purpose of obtaining a tax benefit.

If GAAR provisions are invoked, it could result in significant implications for the parties to the transaction including inter alia, disregarding, combining or re-characterisation of any step in or part or whole of the impermissible avoidance arrangement, denial of any tax benefit claimed by the taxpayer, or denial of benefit claimed by the non-resident under a Tax Treaty.

Estate Duty

No estate duty is payable at present in India in relation to the NCDs.

Gift Tax

No gift tax is payable at present in India in relation to the NCDs.

Stamp Duty

A transfer of the NCDs outside India will not give rise to any Indian stamp duty liability unless brought into India. Stamp duty would be payable if the NCDs are brought into India for enforcement or for any other purpose. The amount of stamp duty payable would depend on the applicable State Stamp Act and the duty will have to be paid within a period of three months from the date the NCDs are first received in India.

INDIAN GOVERNMENT FILINGS AND APPROVALS

Subscription to the NCDs by the NCD Subscriber

The SEBI FPI Regulations lay down the provisions under which an eligible foreign investor can deal in securities issued by an Indian entity, including listed and unlisted non-convertible debentures issued by an Indian company in the infrastructure sector.

The SEBI FPI Regulations require such foreign portfolio investor ("FPI") to obtain a certificate, for the purposes of dealing in securities issued by an Indian entity, from a designated depository participant on behalf of SEBI. Accordingly, for the purpose of subscription to the NCDs, the NCD Subscriber has obtained a certificate of registration from a designated depository participant on behalf of SEBI under the SEBI FPI Regulations.

The NCDs are proposed to be issued under the VRR, which permits an FPI to invest in debt markets in India without complying with the minimum residual maturity requirement, concentration limit or single/group investor-wise limits otherwise applicable to FPI investment in corporate bonds, subject to the FPI retaining at least 75% of the amount allotted for investment ("Committed Portfolio Size" or "CPS") for a period of not less than 3 years (or such other period as may be notified by the RBI at the time of allotment) which the FPI voluntarily commits, at the time of such allotment, to retain in India ("Retention Period"). The CPS will be allotted to an FPI through auctions or an on-tap window. No FPI (including its related FPIs) will be allotted an investment limit greater than 50% of the amount offered for each allotment by tap or auction in case there is a demand for more than 100% of amount offered. FPIs are further required to invest at least 75% of their respective allocated amount within three months of the date of allotment of the allocated amount.

In the event of liquidation of an FPI investment made under the VRR during its Retention Period, any repatriation of amounts exceeding 25% of the CPS will require the prior approval of the RBI. However, if the whole or any part of such investment is transferred to other FPI(s) (which shall abide by all the terms and conditions applicable to the selling FPI under the VRR), the selling FPI will be able to make an unfettered exit and repatriate the amount received from the purchasing FPI without seeking any approval for repatriation.

Issuance of NCDs

In terms of the Section 42 of the Companies Act, 2013 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 (the "Companies PAS Rules"), every company making a private placement, i.e., an offer of securities or invitation to subscribe or issue securities to a select group of persons (other than by way of public offer), is required to make such private placement through a private placement offer letter (the "Offer Letter"). The Offer Letter shall be prepared in accordance with the requirements prescribed under Rule 14 of the Companies PAS Rules. Further, the company making the offer is required to record the names of the persons to whom the offer is to be made and such persons have to be identified by the board of directors of the company. The Offer Letter, along with an application form, shall be sent by the company making the private placement to the identified persons within 30 days of the recording of their names. Upon receipt of application money, the allotment shall be completed within 60 days, failing which the application money will be returned to the subscribers. The return of allotment of securities is required to be filed with the Registrar of Companies within a period of 15 days of allotment, failing which the company shall not be permitted to utilize the monies raised through such private placement.

Accordingly, each Issuer will be required to prepare an Offer Letter in respect of the NCDs, as required under Section 42 of the Companies Act, 2013, record the names of the identified offerees, issue the Offer Letter within 30 days of such recording and file a return of allotment with the Registrar of Companies within 15 days of the allotment of the NCDs.

Registration of charges

In terms of Section 77 of the Companies Act, 2013 every company creating a charge on its property or assets or any of its undertakings is required to register such charge with the Registrar of Companies within 30 days of creation of the charge. The Registrar of Companies may, on an application filed by the company, allow such registration to be made within a period of 60 days of creation of the charge on payment of additional fees. The Registrar of Companies may, on an application filed by the company allow such registration to be made within a period of: (i) 300 days of creation of the charge on payment of additional fees where the charge was created prior to November 2, 2018 (being the date of commencement of the Companies (Amendment) Ordinance

2018) or within six months from November 2, 2018; and (ii) 60 days of creation of charge on payment of additional fees where the charge was created after November 2, 2018 and if not, the Registrar of Companies may, on application allow the registration to be made in a further period of 60 days on payment of prescribed fees. The particulars of the charge shall be filed in the form prescribed under Rule 3 of the Companies (Registration of Charges) Rules, 2014 with the Registrar of Companies within the aforementioned time period.

Certain documents creating a mortgage over immovable properties are required to be registered under the Registration Act, 1908 with the sub-registrar of assurances within four months of their execution. If a document is not registered within this time period, the registrar of assurances may on an application, permit registration within a further period of 4 months subject to payment of penalties.

In view of COVID-19 pandemic, the GoI has provided the following relaxation in relation to registration of charges, within the period of March 1, 2020 to December 31, 2020, subject to certain conditions:

(a) Where the charge has been created before March 1, 2020 and the time period of registering the charge (as provided under Section 77 of the Companies Act, 2013) has not expired as of March 1, 2020, the time period between March 1, 2020 and December 31, 2020 will not be considered for calculating the time period under Section 77.

(b) If the charge has been created/modified between March 1, 2020 and December 31, 2020, the time period between date of creation/modification of the charge till December 31, 2020 will not be considered for calculating the time period under Section 77.

PLAN OF DISTRIBUTION

India Green Energy Holdings (the “NCD Subscriber”) has, pursuant to a Subscription Agreement dated October 20, 2020 (the “Subscription Agreement”) agreed to subscribe for the NCDs, subject to the provisions of the Subscription Agreement. The issue size, issue price and the interest rate of the NCDs will be determined in accordance with the mechanics provided under the Subscription Agreement. The Subscription Agreement may be terminated in certain circumstances prior to payment of the issue price.

Pursuant to the Subscription Agreement, the Issuers have agreed to indemnify the NCD Subscriber against certain liabilities, including liabilities under the Securities Act.

Each Issuer has agreed that, for a period of 90 days after the closing of this offering, it will not directly or indirectly, offer for sale, sell, or otherwise dispose of (or enter into any transaction or device that is designed to, or would be expected to, result in the disposition by any person at any time in the future of) any of its debt securities (excluding any debt securities offered for sale, sold, or otherwise disposed of, solely within India) substantially similar to the NCDs without the prior written consent of the NCD Subscriber.

New Issue of Securities

The NCDs will constitute a new class of securities with no established trading market. The Issuers do not intend to list the NCDs on any stock exchange. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the NCDs.

Delivery, Payment and Settlement

The Issuers expect that delivery of the NCDs will be made against payment therefor on or about the date specified on the cover page of this offering memorandum, which will be the [●] business day following the date of pricing of the NCDs (this settlement cycle being referred to as “T+[●]”).

Selling Restrictions

General

No action has been or will be taken in any jurisdiction by the Issuers that would permit a public offering of the NCDs or the possession, circulation or distribution of this offering memorandum (in preliminary or final form) or any other material relating to the Issuers or the NCDs in any jurisdiction where action for the purpose is required. Accordingly, the NCDs may not be offered or sold, directly or indirectly, and neither this offering memorandum nor any other offering material or advertisements in connection with the NCDs may be distributed or published, in or from any country or jurisdiction, except in compliance with any applicable rules and regulations of any such country or jurisdiction.

Persons into whose hands this offering memorandum comes are required by the Issuers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the NCDs or have in their possession, distribute or publish this offering memorandum (in preliminary or final form) or any other offering material relating to the NCDs, in all cases at their own expense. This offering memorandum does not constitute an offer to purchase or a solicitation of an offer to sell in any jurisdiction where such offer or solicitation would be unlawful. Persons into whose possession this offering memorandum comes are advised to inform themselves about and to observe any restrictions relating to the offering, the distribution of this offering memorandum and resales of the NCDs. See “*Transfer Restrictions*.”

European Economic Area

The NCDs are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II;

(b) a customer within the meaning of the IMD, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(c) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "Prospectus Directive").

United States

The NCDs have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and in accordance with Rule 903 of Regulation S. Accordingly, no "directed selling efforts" with respect to the NCDs may be made. In addition, until 40 days after the commencement of the offering of the NCDs, an offer or sale of the NCDs within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

United Kingdom

The communication of an invitation or inducement to engage in an investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) in connection with the issue or sale of the NCDs in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers may be made only where it will comply with all applicable provisions of the FSMA with respect to anything done in relation to the NCDs in, from or otherwise involving the United Kingdom.

India

(a) This offering memorandum has not and will not be registered or produced or made available as an offer document as a prospectus in respect of a public offer under the Companies Act or any other applicable Indian laws, with the Registrar of Companies, the Securities and Exchange Board of India or any other statutory or regulatory body of like nature in India, and (b) this offering memorandum or any other offering document or material relating to the NCDs will not be circulated or distributed and have not been circulated or distributed, directly or indirectly, to any person or the public or any member of the public in India or otherwise generally distributed or circulated in India which would constitute an advertisement, invitation, offer, sale or solicitation of an offer to subscribe for or purchase any securities in violation of any Indian laws.

Holders and beneficial owners of the NCDs shall be responsible for compliance with restrictions on the ownership of the NCDs imposed from time to time under the RBI regulations governing the VRR and other applicable laws or by any regulatory authority or otherwise. In this context, holders and beneficial owners of NCDs shall be deemed to have acknowledged, represented and agreed that such holders and beneficial owners are eligible to purchase the NCDs under applicable laws and regulations and are not prohibited under any applicable law or regulation from acquiring, owning or selling the NCDs.

Hong Kong

No offer or sale in Hong Kong, by means of any document, of any NCDs may be made other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "SFO") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "C(WUMP)O") or which do not constitute an offer to the public within the meaning of the C(WUMP)O, and there may be no issue or possession for the purposes of issue, whether in Hong Kong or elsewhere, of any advertisement, invitation or document relating to the NCDs, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to NCDs which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the NCDs may not offered or sold or caused to be made the subject of an invitation for subscription or purchase, and this offering memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the NCDs may not be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in

Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where NCDs are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the NCDs pursuant to an offer made under Section 275 of the SFA, except:

   (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

   (ii) where no consideration is or will be given for the transfer;

   (iii) where the transfer is by operation of law;

   (iv) as specified in Section 276(7) of the SFA; or

   (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Notification under Section 309B(1)(c) of the SFA: *In connection with Section 309B of the SFA and the CMP Regulations 2018, each Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the NCDs are prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).*

TRANSFER RESTRICTIONS

Because of the following restrictions, we encourage you to consult legal counsel prior to making any offer, resale, pledge or other transfer of the NCDs. The NCDs are subject to restrictions on transfer as summarized below. By purchasing the NCDs, you will be deemed to have made the following acknowledgements, representations to, and agreements with, the Issuers:

1. You understand and acknowledge that:
   - the NCDs have not been registered under the Securities Act or any other securities laws;
   - the NCDs are being offered for resale in transactions that do not require registration under the Securities Act or any other securities laws;
   - the NCDs are being offered and sold only outside the United States in "offshore transactions" as defined in, and in reliance on, Rule 903 of Regulation S under the Securities Act; and
   - unless so registered, the NCDs may not be sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws, and, in each case, in compliance with the conditions for transfer set forth in paragraph 4 below.

2. You represent that you are not an affiliate (as defined in Rule 144 under the Securities Act) of the Issuers you are not acting on behalf of any of the Issuers, and you are purchasing the NCDs in an "offshore transaction" as defined in, and in accordance with, Regulation S.

3. You acknowledge that none of the Issuers or any person representing the Issuers have made any representation to you with respect to the Issuers or the offering of the NCDs, other than the information contained in this offering memorandum. You represent that you are relying only on this offering memorandum in making your investment decision with respect to the NCDs. You agree that you have had access to such financial and other information concerning the Issuers and the NCDs as you have deemed necessary in connection with your decision to purchase the NCDs, including an opportunity to ask questions of and request information from the Issuers.

4. You represent that you are purchasing the NCDs for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the NCDs.

5. You acknowledge that the Issuers, the Debenture Trustee, the Transfer Agent and others will rely upon the truth and accuracy of the above acknowledgments, representations and agreements. You agree that if any of the acknowledgments, representations or agreements you are deemed to have made by your purchase of the NCDs is no longer accurate, you will promptly notify the Issuers. If you are purchasing any NCDs as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgments, representations and agreements on behalf of each account.

6. You understand that the NCDs will be transferable to Eligible Investors subject to applicable Indian regulations.

7. By the purchase of the NCDs, each purchaser of the NCDs will be deemed to:
   - agree that it will inform each person to whom it transfers NCDs of any restrictions on transfer of such NCDs;
   - if such purchaser is an FPI, agree that it will be required to comply with all the terms and conditions applicable to the selling FPI under the VRR; and
   - agree that the NCDs will not be offered or sold (including by way of security) to any person who is not an Eligible Investor.

LEGAL MATTERS

Certain legal matters in connection with this offering will be passed upon for the Restricted Group by Latham & Watkins LLP as to matters of U.S. federal securities laws and Cyril Amarchand Mangaldas as to matters of Indian law.

INDUSTRY CONSULTANT

The information contained in the section entitled "*Industry Overview*" was prepared by CRISIL Limited, the Group's advisor with required expertise on the Indian wind and solar industry, in a report titled "*Renewable Power Market in India*" dated July 2020. CRISIL Limited has given and has not withdrawn its written consent to the issue of this offering memorandum with the inclusion herein of its name and all references thereto and to the inclusion of the section entitled "*Industry Overview*" in the form and context in which it appears.

INDEPENDENT AUDITORS

The Group's audited consolidated financial statements as at and for the years ended March 31, 2018, 2019 and 2020, included in this offering memorandum, have been audited by S.R. Batliboi & Co. LLP, and their auditor's reports for such years are included herein.

The Restricted Group's audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 prepared in accordance with recognition, measurement, presentation and disclosure principles specified in Ind AS notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note and other accounting principles generally accepted in India, included in this offering memorandum, have been audited by S.R. Batliboi & Co. LLP, and their auditor's reports for such years are included herein.

The Restricted Group's unaudited special purpose interim combined financial statements as at and for the three months ended June 30, 2019 and 2020 prepared in accordance with recognition and measurement principles of Ind AS 34 notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, (as amended) and the Guidance Note and other accounting principles generally accepted in India, included in this offering memorandum, have been subjected to limited review by S.R. Batliboi & Co. LLP, and their limited review report for such period is included herein.

The Company's audited standalone financial statements as at and for the years ended March 31, 2018, 2019 and 2020, included in this offering memorandum, have been audited by S.R. Batliboi & Co. LLP, and their auditor's reports for such years are included herein.

ENFORCEABILITY OF CIVIL LIABILITIES

The Issuers are incorporated under the laws of India. Substantially all of the Restricted Group's directors and key management personnel are residents of India and all of its assets are located in India. As a result, it may not be possible for investors to effect service of process on the Restricted Group or such persons in jurisdictions outside of India, or to enforce against them judgments obtained in courts outside of India including those predicated upon civil liabilities of the Restricted Group or such directors and key management personnel under laws other than Indian laws, including judgments predicated upon the civil liability provisions of the federal securities laws of the United States.

In addition, India is not a party to any multilateral international treaty in relation to the recognition or enforcement of foreign judgments. The statutory basis for recognition and enforcement of foreign judgments is provided for under Section 13 and Section 44A of the Indian Code of Civil Procedure, 1908 (the "Civil Code"). Section 44A of the Civil Code provides that, where a foreign judgment has been rendered by a superior court in any country or territory outside India which the GoI has by notification declared to be a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, section 44A of the Civil Code is applicable only to monetary decrees other than those being in the nature of any amounts payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty and is not applicable to arbitration awards, even if such awards are enforceable as a decree or judgment.

While each of the United Kingdom, Singapore, Hong Kong and United Arab Emirates has been declared by the GoI to be a reciprocating territory for the purposes of Section 44A of the Civil Code and the High Courts in England as the relevant superior courts, the United States has not been declared by the GoI to be a reciprocating territory for the purposes of Section 44A of the Civil Code. Furthermore, the execution of foreign decree under Section 44A of the Civil Code is also subject to the exception under Section 13 of the Civil Code, as discussed below. Accordingly, a judgment of a superior court in the United Kingdom may be enforceable by proceedings in execution, and a judgment not of a superior court, by a fresh suit resulting in a judgment or order. A judgment of a court in a jurisdiction which is not a reciprocating territory, including that of a court in the United States, may be enforced only by a new suit upon the judgment and not by proceedings in execution. Section 13 of the Civil Code provides that a foreign judgment to which this section applies shall be conclusive as to any matter thereby directly adjudicated upon between the same parties or between parties under whom they or any of them claim to litigate under the same title except: (i) where it has not been pronounced by a court of competent jurisdiction; (ii) where it has not been given on the merits of the case; (iii) where it appears on the face of the proceedings to be founded on an incorrect view of international law or a refusal to recognize the law of India in cases where such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where it has been obtained by fraud; or (vi) where it sustains a claim founded on a breach of any law in force in India. A foreign judgment which is conclusive under Section 13 of the Civil Code may be enforced either by a fresh suit upon judgment or by proceedings in execution. Under the Civil Code, a court in India shall, upon the production of any document purporting to be a certified copy of a foreign judgment, presume that the judgment was pronounced by a court of competent jurisdiction unless the contrary appears on record and such presumption may be displaced by proving, want of jurisdiction. The suit must be brought in India within three years from the date of the judgment in the same manner as any other suit filed to enforce a civil liability in India. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action were brought in India. Furthermore, it is unlikely that an Indian court would enforce a foreign judgment if it viewed the amount of damages awarded as excessive or inconsistent with Indian practice.

A party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI under the Foreign Exchange Management Act, 1999, to execute such a judgment and repatriate outside India any amount recovered pursuant to execution, and any such amount may be subject to income tax in accordance with applicable laws. Any judgment in a foreign currency would be converted into Rupees on the date of the judgment and not on the date of the payment.

The Restricted Group would not be entitled to immunity based on sovereignty from any legal proceedings in India. The Restricted Group cannot predict whether a suit in India will be disposed of in a timely manner or be subject to considerable delay.

DESCRIPTION OF CERTAIN DIFFERENCES BETWEEN IND AS AND IFRS

The Group's audited consolidated financial statements as at and for the years ended March 31, 2018, 2019 and 2020 have been prepared in accordance with Ind AS. Further, the Restricted Group's audited special purpose combined financial statements as at and for the years ended March 31, 2018, 2019 and 2020 wherever referenced in this offering memorandum, have been prepared in accordance with the recognition, measurement, presentation and disclosure principles of Ind AS read with Guidance Note and unaudited special purpose interim combined financial statements as at and for the three months ended June 30, 2019 and 2020 wherever referenced in this offering memorandum have been prepared in accordance with the recognition, and measurement principles of Ind AS 34 read with Guidance Note. The Group's financial information as at and for the year ended March 31, 2018 has been derived from the comparative amounts as presented in the audited consolidated financial statements of the Group as at and for the year ended March 31, 2019.

The following table summarizes certain of the areas in which differences in accounting between Ind AS and IFRS could be significant to the financial position and results of operations of the Group. This summary should not be taken as an exhaustive list of all the differences between Ind AS and IFRS. No attempt has been made to identify all recognition and measurement, presentation or classification differences that would affect the manner in which transactions or events are presented in such financial statements (or notes thereto) of the Group. Management has not quantified all of the effects of the differences discussed below.

Potential investors should consult their own professional advisors for an understanding of the differences between Ind AS and IFRS, and how those differences might affect the financial information disclosed in this offering memorandum.

S No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
1	Ind AS 101	Deemed cost exemption for property, plant and equipment	Ind AS 101 also provides similar deemed cost exemption. In addition, if there is no change in the functional currency at the transition date, Ind AS 101 allows a first-time adopter to continue with the previous GAAP carrying value for all of its PPE as recognized in the previous GAAP financial statements at the transition date. The same is used as deemed cost at that date, after making adjustment for decommissioning liabilities. In Ind AS CFS, the previous GAAP amount of the subsidiary is the amount used in the previous GAAP CFS. If an entity avails the option under this paragraph, no further adjustments to the deemed cost so determined is made. Similar exemption is also available for intangible assets and investment property. Fair value as deemed cost exemption is not allowed for investment property.	IFRS 1 permits a first-time adopter to measure its items of property, plant and equipment (PPE) at deemed cost at the transition date. The deemed cost can be: The fair value of the item at the date of transition A previous GAAP revaluation at or before transition date, if revaluation met certain criteria Similar exemption is also available for intangible assets and investment property measured at cost.
2	Ind AS 101	Additional exemptions relating to composite leases and land lease	Ind AS 101 provides the following additional exemptions: When a lease includes both land and building elements, a first time adopter may assess the classification of each element as finance or operating lease at the date of transition to Ind AS based on the facts and circumstances existing as at that date. If there is any land lease newly classified as finance lease, then the first time adopter may recognise asset and liability at fair value on that date. Any difference between those fair values is recognised in retained earnings.	Under IFRS 1, an entity classifies a lease based on the lease terms that are in force at its date of transition based on the circumstances that existed at the inception of the lease.

S No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
3	Ind AS 101	Exchange differences arising on longterm monetary items	Under the erstwhile Indian GAAP, companies recognized exchange differences arising on restatement of foreign currency monetary items, both long term and short term, in the profit or loss immediately. Alternatively, they were given an irrevocable option to defer/capitalize exchange differences on long-term foreign currency monetary items. For the companies applying second option under the erstwhile Indian GAAP, Ind AS 101 provides an additional option. They may continue to account for exchange differences arising on longterm foreign currency monetary items recognized in the financial statements for the period ending immediately before the beginning of first Ind AS reporting period using the previous GAAP accounting policy. Ind AS 21 does not apply to exchange differences arising on such long term foreign currency monetary items.	IAS 21 requires exchange differences arising on restatement of foreign currency monetary items, both long term and short term, to be recognized in the income statement for the period.
4	Ind AS 101	Additional exemption relating to noncurrent assets held for sale and discontinued operations	Ind AS 101 allows a first-time adopter to use the transition date circumstances to measure the non-current assets held for sale and discontinued operations at the lower of carrying value and fair value less cost to sell.	There is no exemption under IFRS 1 relating to non-current assets held for sale and discontinued operations.
5	Ind AS 1	Current/noncurrent classification on breach of debt covenant	First, Ind AS 1 refers to breach of material provision, instead of any provision. This indicates that breach of immaterial provision may not impact loan classification. Second, under Ind AS 1, waivers granted by the lender or rectification of breach between the end of the reporting period and the date of approval of financial statements for issue are treated as adjusting event. A corresponding change has also been made in Ind AS 10.	If an entity breaches a provision of a long-term loan arrangement on or before the period end with the effect that the liability becoming payable on demand, the loan is classified as current liability. This is the case even if the lender has agreed, after the period end and before the authorisation of the financial statements for issue, not to demand payment as a consequence of the breach. Such waivers granted by the lender or rectification of a breach after the end of the reporting period are considered as non-adjusting event and disclosed.
6	Ind AS 1	Analyses of expenses in the statement of profit and loss	Ind AS 1 requires entities to present an analysis of expenses recognized in profit or loss using a classification based on their nature only. Thus, there is no option to use functional classification for presentation of expenses.	IAS 1 requires an entity to present an analysis of expenses recognized in profit or loss using a classification based on either their nature or their function within the entity, whichever provides the information that is reliable and more relevant.
7	Ind AS 1	Materiality and aggregation	Ind AS 1 modifies these requirement by adding the words 'except when required by law. Hence, if the applicable law requires separate presentation/disclosure of certain items, they are presented separately irrespective of materiality.	IAS 1 requires: each material class of similar items to be presented separately in the financial statements; and items of a dissimilar nature or function to be presented separately unless they are immaterial Also, IAS 1 states that specific disclosure need not be provided if the same is considered immaterial.
8	Ind AS 7	Classification of interest paid and interest and dividend received	Ind AS 7 does not give an option It requires non-financial entities to classify interest paid as part of 'financing activities' and interest and dividend received as 'investing activities'.	For non-financial entities, interest paid and interest and dividends received may be classified as 'operating activities'. Alternatively, interest paid and interest and dividends received may be classified as 'financing activities' and 'investing activities' respectively.

S No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
9	Ind AS 7	Classification of dividend paid	Dividend paid may be classified either as operating or financing cash flows.	Dividend paid is classified as financing cash flows.
10	Ind AS 103	Bargain purchase gains	Ind AS 103 requires bargain purchase gain to be recognized in OCI and accumulated in the equity as capital reserve. However, if there is no clear evidence for the underlying reason for bargain purchase, the gain is directly recognized in equity as capital reserve, without routing the same through OCI. A similar change has also been made with regard to bargain purchase gain arising on investment in associate/JV, accounted for using the acquisition method.	Where consideration transferred for business acquisition is lower than the acquisition date fair value of net assets acquired, the gain is recognized in the income statement after a detailed reassessment.
11	Ind AS 103	Common control business combinations	Ind AS 103 requires business combinations of entities or businesses under common control to be mandatorily accounted using the pooling of interest method. The application of this method requires the following: Assets and liabilities of the combining entities are reflected at their carrying amounts. No adjustments are made to reflect fair values, or recognize any new assets or liabilities. Financial information in respect of prior periods is restated as if business combination has occurred from the beginning of the earliest period presented. The balance of the retained earnings appearing in the financial statements of the transferor is aggregated with the corresponding balance appearing in the financial statements of the transferee; alternatively, it is transferred to general reserves, if any. The identity of the reserves is preserved and appear in the financial statements of the transferee in the same form in which they appeared in the financial statements of the transferor. The difference between the amount recorded as share capital issued plus any additional consideration in cash or other assets and the amount of share capital of the transferor is transferred to capital reserve and presented separately from other capital reserves.	IFRS 3 excludes from its scope common control business combinations.
12	Ind AS 17	Straight-ling of lease rentals in operating leases	Lease payments under an operating lease are recognised as an expense on a straight-line basis over the lease term unless either: Another systematic basis is more representative of the time pattern of the user's benefit, or Payments to the lessor are structured to increase in line with expected general inflation to compensate for the lessor's expected inflationary cost increases. If payments to the lessor vary because of factors other than general inflation, then this condition is not met.	Rental under an operating lease are recognised on a straight-line basis over the lease term unless another systematic basis is more representative of the time pattern of the user's benefit.
13	Ind AS 28	Uniform accounting policies	Ind AS 28 also requires the use of uniform accounting policies. However, an exemption on the grounds of "impracticability" has been granted for associates. This is for the reason that the investor does not have "control" over the associate and it may not be able to influence the associate to prepare additional financial statements or to follow the accounting policies that are followed by the investor.	Compliance with uniform accounting policies is mandatory.

S No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
14	Ind AS 40	Use of the fair value model	Ind AS 40 does not permit the use of fair value model for subsequent measurement of investment property. It however requires the fair value of the investment property to be disclosed in the notes to financial statements. Consequent to the above change, companies are not allowed to use even fair value as deemed cost exemption for IP at the date of transition to Ind AS.	An entity has an option to apply either the cost model or the fair value model for subsequent measurement of its investment property. If the fair value model is used, all investment properties, including investment properties under construction, are measured at fair value and changes in the fair value are recognized in the profit or loss for the period in which it arises. Under the fair value model, the carrying amount is not required to be depreciated. Among other options, companies are allowed to use fair value as deemed cost exemption for IP at the date of transition to IFRS.
15	Ind AS 27	Use of equity method to account for investments in subsidiaries, joint ventures and associates in SFS	Ind AS 27 does not allow the use of equity method to account for investments in subsidiaries, joint ventures and associates in SFS. The reason for the same that Ind AS considers equity method to be a manner of consolidation rather than a measurement basis.	IAS 27 allows an entity to use the equity method to account for its investments in subsidiaries, joint ventures and associates in its SFS. Consequently, an entity is permitted to account for these investments either: At cost In accordance with IFRS 9 Using the equity method This is an accounting policy choice for each category of investment.
16	Ind AS 24	Definition of close members of the family of a person	Definition "close members of the family" under Ind AS 24 is similar. In addition to relations prescribed under IFRS, it includes brother, sister, father and mother in sub-paragraph (a).	As per IAS 24, "close members of the family" of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity. They may include: the person's spouse or domestic partner and children, children of the person's spouse or domestic partner, and dependents of the person or the person's spouse or domestic partner.
17	Ind AS 115	Variable consideration – Penalties	Where the penalty is inherent in determination of transaction price, it will form part of variable consideration. For example, where an entity agrees to transfer control of a good or service in a contact with a customer at the end of 30 days for INR100,000 and if it exceeds 30 days, the entity is entitled to receive only INR95,000, the reduction of INR5,000 will be regarded as variable consideration. In other cases, the transaction price will be considered as fixed.	The amount of consideration, among other things, can vary because of penalties.
18	Ind AS 115	Disclosure of reconciliation between revenue and contracted price	Ind AS 115 contains all the disclosure requirement in IFRS 15. In addition, Ind AS 115 requires presentation of a reconciliation between the amount of revenue recognised in statement of profit or loss and the contracted price showing separately adjustments made to the contracted price, for example, on account of discounts, rebates, refunds, price concessions, incentives, bonus, etc. specifying the nature and amount of each such adjustment separately.	IFRS 15 requires extensive qualitative and quantitative disclosures including those on disaggregated revenue, reconciliation of contract balances, performance obligations and significant judgments.

S No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
19	Ind AS 23	Exchange differences regarded as adjustment to interest costs	In accordance with IAS 23, borrowing cost includes exchange difference arising from foreign currency borrowings to the extent that they are regarded as an adjustment to interest costs. However, it does not provide any specific guidance on measurement of such amounts.	Ind AS 23 is similar to IAS 23. However, Ind AS 23 provides following additional guidance on manner of arriving at this adjustment: The adjustment should be of an amount equivalent to the extent to which the exchange loss does not exceed the difference between the costs of borrowing in functional currency when compared to the costs of borrowing in a foreign currency. If there is an unrealized exchange loss which is treated as an adjustment to interest and subsequently there is a realized or unrealized gain in respect of the settlement or translation of the same borrowing, the gain to the extent of the loss previously recognized as an adjustment should also be recognized as an adjustment to interest.
20	Ind AS 1	Statements of comprehensive income/ Statement of profit and loss	Ind AS 1 allows only the single statement approach and does not permit the two statements approach. For deletion of two statements approach, consequential amendments have been made in other Ind AS also.	With regard to preparation of statement of profit and loss, IFRS provides an option either to follow the single statement approach or to follow the two statement approach. An entity may present a single statement of profit or loss and other comprehensive income, with profit or loss and other comprehensive income presented in two sections; or it may present the profit or loss section in a separate 'statement of profit or loss' which shall immediately precede the 'statement of comprehensive income', which shall begin with profit or loss.
21	Ind AS 1	Frequency of reporting	Ind AS 1 does not permit entities to use a periodicity other than one year to present their financial statements.	In accordance with IAS 1, an entity consistently prepares financial statements for one year period. However, for practical reasons, some entities prefer to report, for example, for a 52-week period. IAS 1 does not preclude this practice.
22	Ind AS 33	Applicability of EPS	This scope requirement has been deleted in the Ind AS as the applicability or exemptions is governed by Companies Act, 2013 and the rules made thereunder. Since there is no exemption from disclosing EPS under the Companies Act, all companies covered under Ind AS need to disclose EPS.	IAS 33 applies only to an entity whose ordinary shares or potential ordinary shares are traded in a public market or that files, or is in the process of filing, its financial statements with a securities commission or other regulatory organization for the purpose of issuing ordinary shares in a public market.
23	Ind AS 33	Presentation of EPS in separate financial statements	Ind AS 33 requires EPS related information to be disclosed both in CFS and SFS. In CFS, such disclosures will be based on consolidated information. In SFS, such disclosures will be based on information given in the SFS.	IAS 33 provides that when an entity presents both consolidated financial statements (CFS) and separate financial statements (SFS), it may give EPS related information in CFS only.
24	Ind AS 108	Applicability of operating segments	This scope requirement has been deleted in the Ind AS as the applicability or exemptions is governed by Companies Act, 2013 and the rules made thereunder. Currently, the Companies Act does not exempt any company (except few government companies in defence sector) from presentation of segment information.	IFRS 8 applies only to an entity whose ordinary shares or potential ordinary shares are traded in a public market or that files, or is in the process of filing, its financial statements with a securities commission or other regulatory organization for the purpose of issuing ordinary shares in a public market.

S No.	Ind AS	Particulars	Treatment as per Ind AS	Treatment as per IFRS
25	Ind AS 24	Aggregation of transactions for disclosure	Ind AS 24 provides an additional guidance whereby items of similar nature may be disclosed in aggregate by type of related party. However, this is not done in such a way as to obscure the importance of significant transactions. Hence, purchases or sales of goods are not aggregated with purchases or sales of fixed assets. Nor a material related party transaction with an individual party is clubbed in an aggregated disclosure.	IFRS does not provide any guidance on the aggregation of transaction for disclosure.
26	Ind AS 101	First-time adoption – Comparative information	The ITFG has clarified that due to the Companies Act notification, a first-time adopter can give Ind AS comparative information only for one year.	IFRS 1 requires comparative information for minimum one year. If an entity elects, it can give comparative information for more than one year.
27	Ind AS 101	First-time adoption – Exemption relating to borrowing cost	There is no such exemption under Ind AS 101, since Indian GAAP requires the borrowing cost relating to qualifying assets to be capitalized if the criteria laid down in AS 16 are fulfilled.	IFRS 1 permits a first time adopter to apply the requirements of IAS 23 from the date of transition or from an earlier date as permitted by the transitional requirements of IAS 23.
28	N/A	Preparation of combined and carve-out financial statements	Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of The Institute of Chartered Accountants of India provides guidance on preparation of combined and carve-out financial statements.	IFRS does not provide any guidance on this matter.

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S.R. BATLIBOI & CO. LLP
Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel: +91 124 681 6000

INDEPENDENT AUDITOR'S REPORT

To the Members of ReNew Power Private Limited

Report on the Audit of the Consolidated Ind AS Financial Statements

Opinion

We have audited the accompanying consolidated Ind AS financial statements of ReNew Power Private Limited (hereinafter referred to as "the Holding Company"), its subsidiaries (the Holding Company and its subsidiaries together referred to as "the Group") its joint controlled entities comprising of the consolidated Balance sheet as at 31 March 2020, the consolidated Statement of Profit and Loss, including other comprehensive income, the consolidated Cash Flow Statement and the consolidated Statement of Changes in Equity for the year then ended, and notes to the consolidated Ind AS financial statements, including a summary of significant accounting policies and other explanatory information (hereinafter referred to as "the consolidated Ind AS financial statements").

In our opinion and to the best of our information and according to the explanations given to us and based on the consideration of reports of other auditors on separate financial statements and on the other financial information of the subsidiaries, the aforesaid consolidated Ind AS financial statements give the information required by the Companies Act, 2013, as amended ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the consolidated state of affairs of the Group, its jointly controlled entities as at 31 March 2020, their consolidated loss including other comprehensive income, their consolidated cash flows and the consolidated statement of changes in equity for the year ended on that date.

Basis for Opinion

We conducted our audit of the consolidated Ind AS financial statements in accordance with the Standards on Auditing (SAs), as specified under section 143(10) of the Act. Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the Consolidated Ind AS Financial Statements' section of our report. We are independent of the Group, jointly controlled entities in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the consolidated Ind AS financial statements.

Emphasis of Matter – Litigation

We draw attention to Note 51 to the Consolidated Financial Statements, related to the recoverability of dues under litigation amounting to Rs. 8,945 million from Southern Power Distribution Company of A.P. Limited by certain subsidiary companies of the Group (the "AP entities"). The AP Entities have filed writ petition and writ appeal before the Hon'ble High Court of Andhra Pradesh related to these matters. Pending the outcome of the cases, which is not presently determinable, no adjustment has been made to the Consolidated Financial Statements. Our opinion is not qualified in respect of this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated Ind AS financial statements for the financial year ended 31 March 2020. These matters were addressed in the context of our audit of the consolidated Ind AS financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

We have determined the matters described below to be the key audit matters to be communicated in our report. We have fulfilled the responsibilities described in the Auditor's responsibilities for the audit of the consolidated Ind AS financial statements section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the consolidated Ind AS financial statements. The results of audit procedures performed by us and by other auditors of components not audited by us, as reported by them in their audit reports furnished to us by the management, including those procedures performed to address the matters below, provide the basis for our audit opinion on the accompanying consolidated Ind AS financial statements.

Key audit matters	**How our audit addressed the key audit matter**
Impairment of Goodwill *(as described in note 6 of the consolidated Ind AS financial statements)*	
The Group's balance sheet includes Rs 11,381 million of goodwill, representing 2% of total Group assets. In accordance with Ind AS, these balances are allocated to Cash Generating Units (CGUs) which are tested annually for impairment using discounted cash-flow models of each CGU's recoverable value compared to the carrying value of the assets. A deficit between the recoverable value and the CGU's net assets would result in impairment. The inputs to the impairment testing model which have the most significant impact on CGU recoverable value include: - Projected revenue; - Projected costs and - Discount rates. The impairment test model includes sensitivity testing of key assumptions, including revenue growth, operating margin and discount rate. Management has factored impact of COVID-19 on these CGU's. The annual impairment testing is considered a significant accounting judgement and estimate and a key audit matter because the assumptions on which the tests are based are highly judgmental and are affected by future performance of the plants which are inherently uncertain, and because of the materiality of the balances to the financial statements as a whole.	Our audit procedures included the following: • Obtained management's assessment for testing of goodwill for impairment and performed test of design and operating effectiveness of controls through inspection of evidence of performance of these controls. • We obtained an understanding of the Group's methodology applied in determining the CGUs to which goodwill is allocated. In making this assessment, we also evaluated the objectivity and independence of Group's internal specialists involved in the process. • We evaluated appropriateness of impairment test model prepared by management and the assumptions used by performing the following procedures: o benchmarking or assessing key market related assumptions used in the impairment models, including discount rates, long term growth rates, risk free rate of return, weighted average cost of capital; o assessing the key drivers of the cash flow forecasts including projected revenue, operation & maintenance cost, management shared service cost, debt equity ratio, cost of debt and equity and salvage value through analysis of actual past performance and comparison to previous forecasts; o assessing the recoverable value headroom by performing sensitivity testing of key assumptions used;

Key audit matters	How our audit addressed the key audit matter
	o testing the arithmetical accuracy of the models. • We read and assessed the adequacy of the related disclosures in the consolidated financial statements.
Debt repayment obligations and liquidity *(as described in note 45(iv) of the consolidated Ind AS financial statements)*	
Borrowings are an integral part of the Group's business model as it is the key source of funds used by the business to fund its projects and operations. Borrowings represent the largest liability on the balance sheet. As at March 31, 2020, the Group's borrowings amount to 73% of the balance sheet total and its Debt is to Equity ratio is 78%. Out of total external borrowings, the following are due for repayment over next 12 months: a. INR 20,010 million is the current maturities of long-term borrowings, and b. Various working capital facilities amounting to INR 12,191 million. We have identified the Group's ability to service the debt repayment obligations and liquidity as a key audit matter because of the subjective elements such as: • estimate of expected future cash flows, • realization of existing and future receivables, • forecasted results and operational performance, and • expectation around refinancing of existing debt. These estimates are based on assumptions, including expectations of future economic and market developments.	Our audit procedures include the following: • We obtained an understanding of the process followed by the management for preparation of cash flow forecast, inputs used in the model to estimate the future cash flows as well as the sensitivity analysis prepared in this context. • We discussed with management and assessed the assumptions and judgements used in the estimate of future cash flows having regards to past performance and current emerging business trends affecting the business and industry. We did this assessment with reference to budgets and the underlying substantiations. • We assessed the maturity profile of the Group's borrowings to test that loans maturing within the next twelve months were classified in current liabilities. • We obtained an understanding of management's assessment for repayment of obligations due over next 12 months. We compared the repayment obligations with that considered in the future cash flows. • We assessed the Group's ability to refinance its obligation based on the past trends, credit ratings, ability to generate steady cash flows over long term contracts and access to capital. • We also assessed the adequacy of the related disclosures in the financial statements.

Other Information

The Holding Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Directors report but does not include the consolidated Ind AS financial statements and our auditor's report thereon.

Our opinion on the consolidated Ind AS financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated Ind AS financial statements, our responsibility is to read the other information and, in doing so, consider whether such other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

The Holding Company's Board of Directors is responsible for the preparation and presentation of these consolidated Ind AS financial statements in terms of the requirements of the Act that give a true and fair view of the consolidated financial position, consolidated financial performance including other comprehensive income, consolidated cash flows and consolidated statement of changes in equity of the Group including its jointly controlled entities in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. The respective Board of Directors of the companies included in the Group and of its jointly controlled entities are responsible for maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Group and of its jointly controlled entities and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the consolidated Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error, which have been used for the purpose of preparation of the consolidated Ind AS financial statements by the Directors of the Holding Company, as aforesaid.

In preparing the consolidated Ind AS financial statements, the respective Board of Directors of the companies included in the Group and of its jointly controlled entities are responsible for assessing the ability of the Group and of its jointly controlled entities to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance of the companies included in the Group and of its jointly controlled entities are also responsible for overseeing the financial reporting process of the Group and of its jointly controlled entities.

Auditor's Responsibilities for the Audit of the Consolidated Ind AS Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated Ind AS financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated Ind AS financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated Ind AS financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Holding Company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the ability of the Group and its jointly controlled entities to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated Ind AS financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group and its jointly controlled entities to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated Ind AS financial statements, including the disclosures, and whether the consolidated Ind AS financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group and its jointly controlled entities of which we are the independent auditors, to express an opinion on the consolidated Ind AS financial statements. We are responsible for the direction, supervision and performance of the audit of the financial statements of such entities included in the consolidated financial statements of which we are the independent auditors. For the other entities included in the consolidated Ind AS financial statements, which have been audited by other auditors, such other auditors remain responsible for the direction, supervision and performance of the audits carried out by them. We remain solely responsible for our audit opinion.

We communicate with those charged with governance of the Holding Company and such other entities included in the consolidated Ind AS financial statements of which we are the independent auditors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated Ind AS financial statements for the financial year ended 31 March 2020 and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Other Matter

We did not audit the financial statements and other financial information, in respect of 72 subsidiaries, whose Ind AS financial statements include total assets of Rs. 79,636 million as at 31 March 2020, and total revenues of Rs. 10,793 million and net cash inflows of Rs. 1,074 million for the year ended on that date. These Ind AS financial statement and other financial information have been audited by other auditors, which financial statements, other financial information and auditor's reports have been furnished to us by the management. Our opinion on the consolidated Ind AS financial statements, in so far as it relates to the amounts and disclosures included in respect of these subsidiaries and our report in terms of sub-sections (3) of Section 143 of the Act, in so far as it relates to the aforesaid subsidiaries is based solely on the report of such other auditors.

Our opinion above on the consolidated Ind AS financial statements, and our report on Other Legal and Regulatory Requirements below, is not modified in respect of the above matters with respect to our reliance on the work done and the reports of the other auditors and the financial statements and other financial information certified by the Management.

Report on Other Legal and Regulatory Requirements

As required by Section 143(3) of the Act, based on our audit and on the consideration of report of the other auditors on separate financial statements and the other financial information of subsidiaries and jointly controlled entities, as noted in the 'other matter' paragraph we report, to the extent applicable, that:

(a) We/the other auditors whose report we have relied upon have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit of the aforesaid consolidated Ind AS financial statements;

(b) In our opinion, proper books of account as required by law relating to preparation of the aforesaid consolidation of the financial statements have been kept so far as it appears from our examination of those books and reports of the other auditors;

(c) The Consolidated Balance Sheet, the Consolidated Statement of Profit and Loss including the Statement of Other Comprehensive Income, the Consolidated Cash Flow Statement and Consolidated Statement of Changes in Equity dealt with by this Report are in agreement with the books of account maintained for the purpose of preparation of the consolidated Ind AS financial statements;

(d) In our opinion, the aforesaid consolidated Ind AS financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Companies (Indian Accounting Standards) Rules, 2015, as amended;

(e) On the basis of the written representations received from the directors of the Holding Company as on 31 March 2020 taken on record by the Board of Directors of the Holding Company and the reports of the statutory auditors who are appointed under Section 139 of the Act, of its subsidiary companies and jointly controlled entities, none of the directors of the Group's companies and jointly controlled entities, incorporated in India, is disqualified as on 31 March 2020 from being appointed as a director in terms of Section 164 (2) of the Act;

(f) With respect to the adequacy and the operating effectiveness of the internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements of the Holding Company, its subsidiary companies and jointly controlled entities incorporated in India, refer to our separate Report in "Annexure" to this report;

(g) In our opinion and based on the consideration of reports of other statutory auditors of the subsidiaries and jointly controlled entities incorporated in India, the managerial remuneration for the year ended 31 March 2020 has been paid / provided by the Holding Company, its subsidiaries and jointly controlled entities incorporated in India to their directors in accordance with the provisions of section 197 read with Schedule V to the Act;

(h) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended, in our opinion and to the best of our information and according to the explanations given to us and based on the consideration of the report of the other auditors on separate financial statements as also the other financial information of the subsidiaries and jointly controlled entities as noted in the 'Other matter' paragraph:

   i. The consolidated Ind AS financial statements disclose the impact of pending litigations on its consolidated financial position of the Group and jointly controlled entities in its consolidated Ind AS financial statements – Refer Note 47(i) to the consolidated Ind AS financial statements;

   ii. Provision has been made in the consolidated Ind AS financial statements, as required under the applicable law or accounting standards, for material foreseeable losses, if any, on long-term contracts including derivative contracts – Refer Note 50 to the consolidated Ind AS financial statements in respect of such items as it relates to the Group and jointly controlled entities;

   iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Holding Company, its subsidiaries and jointly controlled entities incorporated in India during the year ended 31 March 2020.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

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CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:25:40 +05'30'

per Amit Chugh
Partner
Membership Number: 505224
UDIN: 20505224AAAADY5750

Place of Signature: Gurugram
Date: 08 June 2020

Annexure to the Independent Auditor’s Report of even date on the consolidated financial statements of ReNew Power Private Limited

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 (“the Act”)

In conjunction with our audit of the consolidated financial statements of ReNew Power Private Limited as of and for the year ended 31 March 2020, we have audited the internal control financial controls over financial reporting of the ReNew Power Private Limited (hereinafter referred to as the “Holding Company”), its subsidiary companies and jointly controlled entities, which are companies incorporated in India, as of date.

Management’s Responsibility for Internal Financial Controls

The respective Board of Directors of the Holding Company, its subsidiary companies and jointly controlled entities, which are companies incorporated in India, are responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Holding Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India . These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the respective company’s policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Act.

Auditor’s Responsibility

Our responsibility is to express an opinion on the company's internal financial controls over financial reporting with reference to these consolidated financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the “Guidance Note”) and the Standards on Auditing, both, issued by Institute of Chartered Accountants of India, and deemed to be prescribed under section 143(10) of the Act, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these consolidated financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls over financial reporting with reference to these consolidated financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these consolidated financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor’s judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained and the audit evidence obtained by the other auditors in terms of their reports referred to in the Other Matters paragraph below , is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls over financial reporting with reference to these consolidated financial statements.

Meaning of Internal Financial Controls Over Financial Reporting with Reference to these Consolidated Financial Statements

A company's internal financial control over financial reporting with reference to these consolidated financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting with reference to these consolidated financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting with Reference to these Consolidated Financial Statements

Because of the inherent limitations of internal financial controls over financial reporting with reference to these consolidated financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these consolidated financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these consolidated financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Holding Company, its subsidiary companies and jointly controlled entities, which are companies incorporated in India, have, maintained in all material respects, adequate internal financial controls over financial reporting with reference to these consolidated financial statements and such internal financial controls over financial reporting with reference to these consolidated financial statements were operating effectively as at 31 March 2020, based on the internal control over financial reporting criteria established by the Holding Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

Other Matters

Our report under Section 143(3)(i) of the Act on the adequacy and operating effectiveness of the internal financial controls over financial reporting with reference to these consolidated financial statements of the Holding Company, insofar as it relates to these 69 subsidiary companies, which are companies incorporated in India, is based on the corresponding reports of the auditors of such subsidiary incorporated in India.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:25:58 +05'30'

per **Amit Chugh**
Partner
Membership Number: 505224
UDIN: 20505224AAAADY5750

Place of Signature: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Consolidated Balance Sheet as at 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2020	As at 31 March 2019
Assets			
Non-current assets			
Property, plant and equipment	5	301,239	266,239
Capital work in progress	5	17,901	16,273
Goodwill	6	11,381	11,381
Intangible assets	6	24,536	25,677
Intangible assets under development	6	53	6
Right of use assets	6A	4,724	-
Investment in jointly controlled entities	7	524	489
Financial assets			
Investment	8	624	408
Loans	8	126	77
Others	8	142	92
Deferred tax assets (net)	9A	1,418	1,652
Prepayments	10	1,122	3,514
Non-current tax assets (net)		3,620	2,250
Other non-current assets	11	5,662	18,797
Total non-current assets		**373,072**	**346,855**
Current assets			
Inventories	12	609	719
Financial assets			
Derivative instruments	13	8,718	774
Trade receivables	14	26,071	19,276
Cash and cash equivalent	15	13,089	10,115
Bank balances other than cash and cash equivalent	15	31,203	15,385
Loans	8	10	20
Others	8	2,718	2,151
Prepayments	10	846	659
Other current assets	11	1,808	2,068
Total current assets		**85,072**	**51,167**
Total assets		**458,144**	**398,022**
Equity and liabilities			
Equity			
Equity share capital	16A	3,799	3,799
Other equity			
Securities premium	17B	67,165	67,165
Capital reserve	17C	(110)	114
Debenture redemption reserve	17D	2,296	4,177
Hedge reserve	17E	(1,086)	(512)
Share based payment reserve	17F	1,161	1,086
Foreign currency translation reserve	17G	12	(2)
Retained earnings	17H	(5,953)	(3,120)
Equity attributable to owners of the parent		**67,284**	**72,707**
Non-controlling interests		3,810	3,628
Total equity		**71,094**	**76,335**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	18	323,526	253,785
Lease liabilities	19	1,386	-
Deferred government grant	20	810	852
Long-term provisions	21	103	72
Deferred tax liabilities (net)	9B	8,467	5,945
Other non-current liabilities	22	2,952	2,974
Total non-current liabilities		**337,244**	**263,628**

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Consolidated Balance Sheet as at 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2020	As at 31 March 2019
Current liabilities			
Financial liabilities			
Short-term borrowings	23	12,191	20,657
Lease liabilities	19	251	-
Trade payables	24		
Outstanding dues to micro enterprises and small enterprises		52	4
Others		3,638	3,025
Derivative instruments	25	-	895
Other current financial liabilities	26	31,380	31,477
Deferred government grant	20	38	39
Other current liabilities	27	2,055	1,748
Short-term provisions	28	93	67
Current tax liabilities (net)		108	147
Total current liabilities		**49,806**	**58,059**
Total liabilities		**387,050**	**321,687**
Total equity and liabilities		**458,144**	**398,022**
Summary of significant accounting policies	4.1		

The accompanying notes are an integral part of the Consolidated Financial Statements

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH Digitally signed by AMIT CHUGH DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in Location: Gurugram Date: 2020.06.08 23:26:24 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA Digitally signed by SUMANT SINHA Date: 2020.06.08 22:46:29 +05'30'

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI Digitally signed by MUTHUKUMARAN DORAISWAMI Date: 2020.06.08 22:46:48 +05'30'

D Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN Digitally signed by ASHISH JAIN Date: 2020.06.08 22:59:54 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Consolidated Statement of Profit and Loss for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2020	For the year ended 31 March 2019
Income			
Revenue from operations	29	48,415	43,144
Other income	30	4,802	4,758
Total income (i)		**53,217**	**47,902**
Expenses			
Cost of raw material and components consumed	31	530	81
Employee benefits expense	32	951	1,008
Other expenses	33	7,032	5,201
Total expenses (ii)		**8,513**	**6,290**
Earning before interest, tax, depreciation and amortization (i)-(ii)		**44,704**	**41,612**
Depreciation and amortization expense	34	14,819	12,459
Finance costs	35	33,542	26,811
(Loss)/Profit before share of loss of jointly controlled entities and tax		**(3,657)**	**2,342**
Share in loss of jointly controlled entities		(53)	(39)
(Loss)/Profit before tax		**(3,710)**	**2,303**
Tax expense			
Current tax		486	1,186
Deferred tax		872	106
Adjustment of tax relating to earlier years		(42)	(19)
(Loss)/Profit for the year	**(a)**	**(5,026)**	**1,030**
Other comprehensive income			
Items that will be reclassified to profit or loss in subsequent years:			
Net movement on cash flow hedges		1,220	(350)
Income tax effect		(1,856)	92
		(636)	**(258)**
Exchange differences on translation of foreign operations		14	(2)
Income tax effect		-	-
		14	**(2)**
Net other comprehensive income that will be reclassified to profit or loss in subsequent years	**(b)**	**(622)**	**(260)**
Items not to be reclassified to profit or loss in subsequent years:			
Re-measurement (loss) / gain of defined benefit plan		(13)	14
Income tax effect		4	(4)
Net other comprehensive income not to be reclassified to profit or loss in subsequent years	**(c)**	(9)	10
Other comprehensive income for the year, net of taxes	**(d)=(b)+(c)**	**(631)**	**(250)**
Total comprehensive income for the year	**(a)+(d)**	**(5,657)**	**780**
(Loss)/ Profit for the year			
Attributable to:			
Equity holders of the parent		(4,842)	800
Non-controlling interests		(184)	230

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Consolidated Statement of Profit and Loss for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2020	For the year ended 31 March 2019
Total comprehensive income for the year			
Attributable to:			
Equity holders of the parent		(5,411)	567
Non-controlling interests		(246)	213
Earnings per share:			
(face value per share: INR 10)			
(1) Basic attributable to equity shareholders of the parent	36	(10.55)	2.11
(2) Diluted attributable to equity shareholders of the parent	36	(10.55)	2.07
Summary of significant accounting policies	4.1		

The accompanying notes are an integral part of the Consolidated Financial Statements

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:26:42 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:48:05 +05'30'

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:47:52 +05'30'

D Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:00:20 +05'30'

Ashish Jain
(Company Secretary)

Place: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)

Consolidated Statement of Cash Flows for the year ended 31 March 2020

(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
(Loss)/Profit before tax	(3,710)	2,303
Adjustments for:		
Depreciation and amortisation expense	14,819	12,459
Loss on disposal of property plant and equipment and capital work in progress	104	197
Share in loss of jointly controlled entities	53	39
Deferred revenue	(35)	(7)
Government grant- viability gap funding	(37)	(39)
Gain on ineffectiveness on derivative instruments designated as cash flow hedge (net)	-	-
Loss on settlement of derivative instruments designated as cash flow hedge (net)	302	304
Gratuity expense	13	-
Operation and maintenance reserve	11	923
Share based payments	72	183
Amortization of option premium	1,119	-
Provision for doubtful debts	25	1
Unamortised ancillary borrowing cost written off	520	523
Gain on sale of intangibles	(219)	-
Interest income	(2,144)	(1,393)
Interest expense	32,611	25,912
Fair value gain on mutual fund	-	(272)
Operating profit before working capital changes	**43,504**	**41,133**
Movement in working capital		
(Increase)/decrease in trade receivables	(6,820)	(8,748)
(Increase)/decrease in inventories	110	(565)
(Increase)/decrease in other current financial assets	(407)	(4)
(Increase)/decrease in other non-current financial assets	(49)	4
(Increase)/decrease in other current assets	259	(52)
(Increase)/decrease in other non-current assets	224	(23)
(Increase)/decrease in prepayments	(2,247)	(1,959)
Increase/(decrease) in other current financial liabilities	30	(187)
Increase/(decrease) in other current liabilities	274	295
Increase/(decrease) in other non current liabilities	35	16
Increase/(decrease) in trade payables	662	262
Increase/(decrease) in provisions	14	25
Cash generated from operations	**35,589**	**30,197**
Direct taxes paid (net of refunds)	(1,854)	(1,905)
Net cash generated in operating activities	**33,735**	**28,292**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances	(39,209)	(61,117)
Gain on sale of intangibles	219	
Investments of deposits having residual maturity more than 3 months	(15,868)	(2,622)
Investment in mutual funds redeemed/(made)	-	9,540
Purchase consideration paid	(14)	(941)
Interest received	1,932	1,246
Net cash used in investing activities	**(52,940)**	**(53,894)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium)	-	560
Payment for acquisition of subsidiary's interest from non controlling interest	(1,484)	-
Proceeds from sale of subsidiary's interest to non controlling interest	846	-
Payment of lease liabilities (including payment of interest expense on lease liabilities)	(207)	-
Government grant received	54	496
Proceeds from compulsory convertible preference shares	20,903	-
Proceeds from long-term borrowings	98,662	109,135
Repayment of long-term borrowings	(55,429)	(62,134)
Proceeds from short-term borrowings	34,810	32,968
Repayment of short-term borrowings	(44,790)	(32,685)
Interest paid	(31,186)	(26,493)
Net cash generated from financing activities	**22,179**	**21,847**
Net increase/(decrease) in cash and cash equivalents	**2,974**	**(3,755)**
Cash and cash equivalents at the beginning of the year	**10,115**	**13,914**
Cash and cash equivalents at the end of the year	**13,089**	**10,159**

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Consolidated Statement of Cash Flows for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

Components of cash and cash equivalents		
Cash on hand	0	0
Cheque on hand	0	-
Balances with banks:		
- On current accounts	11,699	4,781
- On deposit accounts with original maturity of less than 3 months	1,390	5,334
	13,089	**10,115**
Total cash and cash equivalents (note 15)	**13,089**	**10,115**

Particulars	Opening balance as at 1 April 2019	Cash flows (net)	Other Changes*	Closing balance as at 31 March 2020
Long-term borrowings (including current maturities and net of ancillary borrowings cost incurred)	269,328	64,136	10,072	343,536
Short-term borrowings	20,657	(9,980)	1,514	12,191
Derivative instruments	895	-	(895)	-
Total liabilities from financing activities	**290,880**	**54,156**	**10,691**	**355,727**

Particulars	Opening balance as at 1 April 2018	Cash flows (net)	Other Changes*	Closing balance as at 31 March 2019
Long-term borrowings (including current maturities and net of ancillary borrowings cost incurred)	219,085	47,000	3,244	269,328
Short-term borrowings	19,365	283	1,009	20,657
Derivative instruments	931	-	(37)	895
Total liabilities from financing activities	**239,381**	**47,283**	**4,216**	**290,880**

* Including adjustment for ancillary borrowing cost, unrealised/realised foreign exchange gain/loss.
Refer note 38 for movement in lease liabilities

The cash flow statement has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:27:00 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of ReNew Power Private Limited
(formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:48:27 +05'30'

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:48:42 +05'30'

D Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:00:48 +05'30'

Ashish Jain
(Company Secretary)

Place: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Consolidated Statement of Changes in Equity for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of the Parent										Non-Controlling Interests (NCI)	Total Equity
	Equity share capital	Share application money pending allotment	Reserves and Surplus			Debenture redemption reserve	Items of other comprehensive income (OCI)			Total		
			Securities premium	Share based payment reserve	Retained earnings		Capital reserve	Hedge reserve	Foreign currency translation reserve			
	(refer note 16A)	(refer note 17A)	(refer note 17B)	(refer note 17F)	(refer note 17H)	(refer note 17D)	(refer note 17C)	(refer note 17E)	(refer note 17G)			
At 1 April 2018	**3,772**	**-**	**66,376**	**1,027**	**(2,175)**	**2,422**	**114**	**(271)**	**-**	**71,265**	**3,414**	**74,679**
Profit for the year	-	-	-	-	800	-	-	-	-	800	230	1,030
Other comprehensive income (net of taxes)	-	-	-	-	10	-	-	(241)	**(2)**	(233)	(17)	(250)
Total Comprehensive Income	-	-	-	-	**810**	-	-	**(241)**	(2)	**567**	**213**	**780**
Share-based payments	-	-	-	316	-	-	-	-	-	316	-	316
Share application money received	-	566	-	-	-	-	-	-	-	566	-	566
Amount utilised on exercise of stock options	-	-	257	(257)	-	-	-	-	-	-	-	-
Equity shares issued during the year	27	(566)	539	-	-	-	-	-	-	(0)	1	1
Adjustments for acquisition of interest by NCI in subsidiaries	-	-	-	-	(0)	-	-	-	-	(0)	(0)	(0)
Amount utilized for issue of shares	-	-	(7)	-	-	-	-	-	-	(7)	-	(7)
Debenture redemption reserve	-	-	-	-	(1,755)	1,755	-	-	-	-	-	-
At 31 March 2019	**3,799**	**-**	**67,165**	**1,086**	**(3,120)**	**4,177**	**114**	**(512)**	**(2)**	**72,707**	**3,628**	**76,335**
Loss for the year	-	-	-	-	(4,842)	-	-	-	-	(4,842)	(184)	(5,027)
Other comprehensive income (net of taxes)	-	-	-	-	(9)	-	-	(574)	14	(569)	(62)	(631)
Total Comprehensive Income	-	-	-	-	**(4,851)**	-	-	**(574)**	**14**	**(5,411)**	**(246)**	**(5,657)**
Share-based expense	-	-	-	207	-	-	-	-	-	207	-	207
Adjustment in ESOP reserve on forfeiture of vested options	-	-	-	(132)	132	-	-	-	-	-	-	-
Addition in capital reserve for further acquisition	-	-	-	-	-	-	(224)	-	-	(224)	-	(224)
Adjustments for acquisition of interest by NCI in subsidiaries	-	-	-	-	5	-	-	-	-	5	428	433
Debenture redemption reserve	-	-	-	-	1,881	(1,881)	-	-	-	-	-	-
At 31 March 2020	**3,799**	**-**	**67,165**	**1,161**	**(5,953)**	**2,296**	**(110)**	**(1,086)**	**12**	**67,284**	**3,810**	**71,094**

The accompanying notes are an integral part of the Consolidated Financial Statements

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:27:23 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of ReNew Power Private Limited
(formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:49:19 +05'30'

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:49:01 +05'30'

D Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:01:22 +05'30'

Ashish Jain
(Company Secretary)

Place: Gurugram
Date: 08 June 2020

1 Corporate Information

ReNew Power Private Limited ('the Company') is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 8 Novemeber 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

The registered office of the Company is located at 138, Ansal Chamber - II Bhikaji Cama Place, New Delhi-110066. The consolidated financial statements comprise financial statements of Renew Power Private Limited (the company) and its subsidiaries (collectively, the Group) for the year ended 31 March 2020. The Group is carrying out business activities relating to generation of power through non-conventional and renewable energy sources.

The Consolidated Financial Statements of the Group have been approved for issue by the Group's Board of Directors on 08 June 2020.

2 Basis of preparation

The Consolidated Financial Statements are prepared in accordance with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended. The Consolidated Financial Statements have been prepared on accrual basis and under the historical cost convention issued thereunder and other accounting principles generally accepted in India.

These Consolidated Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of the Companies Act 2013.

The financial statements have been prepared on a historical cost basis, except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments
- Financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

3 Principles of consolidation

The Consolidated Financial Statements comprise the consolidated financial statements of the Group as at 31 March 2020. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if and only if the Group has:

- Power over the investee (i.e. existing rights that give it the current ability to direct the relevant activities of the investee)
- Exposure, or rights, to variable returns from its involvement with the investee, and
- The ability to use its power over the investee to affect its returns

Generally, there is a presumption that a majority of voting rights result in control. To support this presumption and when the Group has less than a majority of the voting or similar rights of an investee, the Group considers all relevant facts and circumstances in assessing whether it has power over an investee, including:

- The contractual arrangement with the other vote holders of the investee
- Rights arising from other contractual arrangements
- The Group's voting rights and potential voting rights
- The size of the Group's holding of voting rights relative to the size and dispersion of the holdings of the other voting rights holders.

The Group re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the Consolidated Financial Statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

The Consolidated Financial Statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. If a member of the Group uses accounting policies other than those adopted in the Consolidated Financial Statements for like transactions and events in similar circumstances, appropriate adjustments are made to that Group member's financial statements in preparing the Consolidated Financial Statements to ensure conformity with the Group's accounting policies.

The financial statements of all entities used for the purpose of consolidation are drawn up to same reporting date as that of ReNew Power Private Limited (Parent Company) i.e., year ended on 31 March 2020. When the end of the reporting period of the parent is different from that of a subsidiary, the subsidiary prepares, for consolidation purposes, additional financial information as of the same date as the financial statements of the parent to enable the parent to consolidate the financial information of the subsidiary, unless it is impracticable to do so.

Consolidation procedure:

- Combine like items of assets, liabilities, equity, income, expenses and cash flows of the parent on line by line basis with those of its subsidiaries. For this purpose, income and expenses of the subsidiary are based on the amounts of the assets and liabilities recognised in the Consolidated Financial Statements at the acquisition date.

- Offset (eliminate) the carrying amount of the parent's investment in each subsidiary and the parent's portion of equity of each subsidiary. Business combinations policy explains how to account for any related goodwill.

- Eliminate in full intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between entities of the Group (profits or losses resulting from intragroup transactions that are recognised in assets, such as inventory and fixed assets, are eliminated in full). Intragroup losses may indicate an impairment that requires recognition in the Consolidated Financial Statements. Ind AS 12 Income Taxes applies to temporary differences that arise from the elimination of profits and losses resulting from intragroup transactions.

Profit or loss and each component of other comprehensive income (OCI) are attributed to the equity holders of the parent of the Group and to the non-controlling interests, even if this results in the non-controlling interests having a deficit balance.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction.
If the Group loses control over a subsidiary, it:

- Derecognises the assets (including goodwill) and liabilities of the subsidiary
- Derecognises the carrying amount of any non-controlling interests
- Derecognises the cumulative translation differences recorded in equity
- Recognises the fair value of the consideration received
- Recognises the fair value of any investment retained
- Recognises any surplus or deficit in profit or loss
- Reclassifies the parent's share of components previously recognised in OCI to profit or loss or retained earnings, as appropriate, as would be required if the Group had directly disposed of the related assets or liabilities.

4.1 Summary of Significant Accounting Policies

a) Business Combinations and goodwill

Business combinations are accounted for using the acquisition method. The cost of an acquisition is measured as the aggregate of the consideration transferred measured at acquisition date fair value and the amount of any non-controlling interests in the acquiree. For each business combination, the Group elects whether to measure the non-controlling interests in the acquiree at fair value or at the proportionate share of the acquiree's identifiable net assets. Acquisition-related costs are expensed as incurred.

At the acquisition date, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired in a business combination are measured at the basis indicated below:

- Deferred tax assets or liabilities and the assets or liabilities related to employee benefit arrangements are recognised and measured in accordance with Ind AS 12 Income Tax and Ind AS 19 Employee Benefits respectively.
- Liabilities or equity instruments related to share based payment arrangements of the acquiree or share – based payments arrangements of the Group entered into to replace share-based payment arrangements of the acquiree are measured in accordance with Ind AS 102 Share-based Payments at the acquisition date.
- Assets (or disposal groups) that are classified as held for sale in accordance with Ind AS 105 Non-current Assets Held for Sale and Discontinued Operations are measured in accordance with that standard.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12

When the Group acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

If the business combination is achieved in stages, any previously held equity interest is re-measured at its acquisition date fair value and any resulting gain or loss is recognised in profit or loss or OCI, as appropriate.

Any contingent consideration to be transferred by the acquirer is recognised at fair value at the acquisition date. Contingent consideration classified as an asset or liability that is a financial instrument and within the scope of Ind AS 109 Financial Instruments, is measured at fair value with changes in fair value recognised in profit or loss. If the contingent consideration is not within the scope of Ind AS 109, it is measured in accordance with the appropriate Ind AS. Contingent consideration that is classified as equity is not re-measured at subsequent reporting dates and subsequent its settlement is accounted for within equity.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred and the amount recognised for non-controlling interests, and any previous interest held, over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Group re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised in OCI and accumulated in equity as capital reserve. However, if there is no clear evidence of bargain purchase, the entity recognises the gain directly in equity as capital reserve, without routing the same through OCI.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Group reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted through goodwill during the measurement period, or additional assets or liabilities are recognised, to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized at that date. These adjustments are called as measurement period adjustments. The measurement period does not exceed one year from the acquisition date.

b) Investments accounted for using the equity method.

An associate is an entity over which the Group has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but is not control or joint control over those policies.

A joint venture is a type of joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint venture. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.

The considerations made in determining whether significant influence or joint control are similar to those necessary to determine control over the subsidiaries

The Group's investments in its associate and joint venture are accounted for using the equity method. Under the equity method, the investment in an associate or a joint venture is initially recognised at cost. The carrying amount of the investment is adjusted to recognise changes in the Group's share of net assets of the associate or joint venture since the acquisition date. Goodwill relating to the associate or joint venture is included in the carrying amount of the investment and is not tested for impairment individually.

The statement of profit and loss reflects the Group's share of the results of operations of the associate or joint venture. Any change in OCI of those investees is presented as part of the Group's OCI. In addition, when there has been a change recognised directly in the equity of the associate or joint venture, the Group recognises its share of any changes, when applicable, in the statement of changes in equity. Unrealised gains and losses resulting from transactions between the Group and the associate or joint venture are eliminated to the extent of the interest in the associate or joint venture.

If an entity's share of losses of an associate or a joint venture equals or exceeds its interest in the associate or joint venture (which includes any long term interest that, in substance, form part of the Group's net investment in the associate or joint venture), the entity discontinues recognising its share of further losses. Additional losses are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture. If the associate or joint venture subsequently reports profits, the entity resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised.

The aggregate of the Group's share of profit or loss of an associate and a joint venture is shown on the face of the consolidated statement of profit and loss.
The financial statements of the associate or joint venture are prepared for the same reporting period as the Group. When necessary, adjustments are made to bring the accounting policies in line with those of the Group.

After application of the equity method, the Group determines whether it is necessary to recognise an impairment loss on its investment in its associate or joint venture. At each reporting date, the Group determines whether there is objective evidence that the investment in the associate or joint venture is impaired. If there is such evidence, the Group calculates the amount of impairment as the difference between the recoverable amount of the associate or joint venture and its carrying value, and then recognises the loss as 'Share of profit of an associate and a joint venture' in the statement of profit and loss.
Upon loss of significant influence over the associate or joint control over the joint venture, the Group measures and recognises any retained investment at its fair value. Any difference between the carrying amount of the associate or joint venture upon loss of significant influence or joint control and the fair value of the retained investment and proceeds from disposal is recognised in profit and loss.

c) Current versus non-current classification

The Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:
- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:
- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.
The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The Group has identified twelve months as their operating cycle for classification of their current assets and liabilities.

d) Fair value measurement

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the consolidated financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

At each reporting date, the management of the Group analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Group.

For assets and liabilities that are recognised in the consolidated financial statements on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:
· Disclosures for significant estimates and assumptions (Refer Note 56)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 44)
· Financial instruments (including those carried at amortised cost) (Refer Note 43 and 44)

e) Revenue recognition

(i) Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. The Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of Power

Income from supply of power is recognised over time on the supply of units generated from plant to the grid as per terms of the Power Purchase Agreement ("PPA") entered into with the customers.

The Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Group considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction Price - Remaining Performance Obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Group expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Group has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity's performance completed to date.

Income from services (management consultancy)

The Company recognises revenue from projects management/technical consultancy over time because the customer simultaneously receives and consumes the benefits provided to them, as per the terms of the agreement entered with the customer

Sale of equipment

Revenue from sale of equipment is recognised at the point in time when control of the asset is transferred to the customer, generally on delivery of the equipment. The Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of equipment, the Group considers the effects of variable consideration, the existence of significant financing components, non-cash consideration, and consideration payable to the customer.

Income from operation and maintenanace services
Revenue from operation and maintenance services are recognised over time as per the terms of agreement.

Revenue from Engineering Procurement and Construction ("EPC") Contracts
Revenue from provision of service is recognized over a period of time on the percentage of completion method. Percentage of completion is determined as a proportion of cost incurred to date to the total estimated contract cost. Profit on contracts is recognized on percentage of completion method and losses are accounted as soon as these are anticipated. However, profit is not recognized unless there is reasonable progress on the contract. In case the total cost of a contract based on technical and other estimates is expected to exceed the corresponding contract value such expected loss is provided for. The revenue on account of extra claims on construction contracts are accounted for at the time of acceptance in principle by the customers due to uncertainties attached.

Contract revenue earned in excess of billing has been reflected under other current assets and billing in excess of contract revenue has been reflected under current liabilities in the balance sheet.

(a) Variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Group provide rebates in invoice if payment is made before the due date. These are adjusted against revenue and are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Group applies the most likely method.

(b) Consideration payable to customers

In some PPAs, Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

(ii) Income from compensation for loss of revenue

Income from compensation for loss of revenue is recognised after certainty of receipt of the same is established.

(iii) Dividend

Dividend income is recognised when the right to receive dividend is established by the reporting date.

(iv) Sale of Reduction Emission Certificates (RECs)

Income from sale of RECs is recognised on sale of these certificates.

Contract balances:

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Group performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Group has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Group transfers goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Group performs under the contract.

(iii) Trade receivables

A receivable represents the Group's right to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (s) Financial instruments – initial recognition and subsequent measurement.

f) Foreign currencies

The Financial Statements are presented in Indian rupees (INR), which is also the functional currency and the currency of the primary economic environment in which the Group operate.

Foreign currency translation

Foreign currency transactions are translated into the appropriate functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the Statement of Profit and loss, except when recognised in other comprehensive income as qualifying cash flow or net investment hedges. Non-monetary assets that are measured at fair value are translated using the exchange rate at the date that the fair value was determined. Translation differences on equities and similar non-monetary items held at fair value through profit and loss are recognised in profit or loss as part of the fair value gain or loss. Translation differences on available-for-sale non-monetary financial assets, such as equity shares, are included in the fair value reserve in equity unless the asset is a hedged item inr constructive oblig

Group companies

The results and financial position of all group entities that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on the acquisition of a foreign entity, are translated into INR at foreign exchange rates ruling at the balance sheet date.

The income and expenses of foreign operations are translated into INR at average exchange rates unless these do not approximate to the foreign exchange rates ruling at the dates of the transactions in which case income and expenses are translated at the dates of the transactions.

Foreign exchange differences arising on the translation of a foreign operation are recognised in other comprehensive income and accumulated in a separate component of equity together with exchange differences arising from the translation of borrowings and other currency instruments designated as hedges of such investments. On disposal or liquidation of a foreign operation, the cumulative amount of exchange differences relating to that foreign operation are reclassified from equity and included in determining the profit or loss arising on disposal or liquidation.

g) Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where Group is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the period in which the temporary differences originate. However, the Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Group will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Group.

h) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be compiled with. When the grant related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission reduction certificates have been recognised as other income.

Generation based Incentive:
Generation based incentive is recognized on the basis of supply of units generated by the Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects".

Subsidy (Viability Gap Funding)
The Group receives Viability Gap Funding (VGF) for setting up of certain solar power projects. The Group records the VGF proceeds on fulfilment of the underlying conditions as deferred government grant. Such deferred grant is recognized over the period of useful life of underlying asset.

i) Property, plant and equipment

On transition date to Ind AS, the Company has elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April, 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Capital work in progress is stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment except freehold land is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent Costs
The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition
An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Statement of Profit and Loss when the asset is derecognised.

Gains or losses arising from de-recognition of fixed assets are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Statement of Profit and Loss when the asset is derecognized.

j) Intangible assets

On transition date to Ind AS, the Company has elected to continue with the carrying value of all of its intangible assets recognised as at 1 April, 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the intangible assets.

Intangible assets acquired separately are measured in initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.

The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with finite life are reviewed at least at the end of each reporting period.

Customer related intangibles are capitalized if they meet the definitions of an intangible asset and the recognition criteria are satisfied. Customer-related intangibles acquired as part of a business combination are valued at fair value and those acquired separately are measured at cost. Such intangibles are amortized over the remaining useful life of the customer relationships or the period of the contractual arrangements.

k) Depreciation/amortization of property, plant and equipment and intangibles

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	**Life (in years)**
Plant and equipment (solar rooftop projects)*	25 years or terms of power purchase agreement, whichever is less (15-25 years)
Plant and equipment (wind & solar power projects)*	18-25
Plant and equipment (others)	5-18
Office equipment	5
Furniture and fixture	10
Computers	3
Computer servers	6
Computer softwares	3-6
Customer contracts	Life of respective power purchase agreements
Development rights	Life of respective power purchase agreements
Leasehold improvements	Over the period of lease
Building (Temporary structure)	3

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial period end and adjusted prospectively, if appropriate.

l) Inventories

Inventories are valued at the lower of cost and net realisable value.
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

m) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

To the extent, group borrows funds for general purpose and uses them for the purpose of obtaining a qualifying asset, the group determine the amount of borrowing costs eligible for capitalisation by applying a capitalisation rate to the expenditures on that asset. The capitalisation rate used is weighted average of the borrowing costs applicable to the borrowings of the group that are outstanding during the period, other than borrowings made specifically for the purpose of obtaining a qualifying asset.

n) Leases

As per Ind AS 17 applicable till period ended 31 March 2019

As a lessee

Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight-line basis over the lease term.

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

As a lessor

Leases in which the Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

As per Ind AS 116 applicable from 1 April 2019

The Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

The Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Group recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets

The Group recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets (leasehold land and leasehold building) are depreciated on a straight-line basis over the lease term.

If ownership of the leased asset transfers to the Group at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.

The right-of-use assets are also subject to impairment. Refer to the accounting policies in section (o) Impairment of non-financial assets.

ii) Lease liabilities

At the commencement date of the lease, the Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including insubstance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Group and payments of penalties for terminating the lease, if the lease term reflects the Group exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses (unless they are incurred to produce inventories) in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Group applies the short-term lease recognition exemption to its short-term leases (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognised as expense on a straight-line basis over the lease term.

As a lessor

Leases in which the Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

o) Impairment of non-financial assets

The Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Group extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the Group estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

p) Share based payments

Company provides additional benefits to certain members of senior management and employees of the Group in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized, together with a corresponding increase in share-based payment reserve in equity, over the period in which the performance and/or service conditions are fulfilled in employee benefit expenses. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the numbers of equity instruments that will ultimately vest. The Statement of Profit and Loss expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee benefit expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other condition attached to an award, but without associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because of non-market performance and/or service conditions have not been met. Where awards include a market or non-market condition, the transaction are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service condition are satisfied.

q) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Group has no obligation, other than the contribution payable to the provident fund. The Group recognize contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Group operates a defined benefit plan in India, viz., gratuity. The cost of providing benefit under this plan is determined on the basis of actuarial valuation at each period-end carried out using the projected unit cost method.

Remeasurements comprising of actuarial gain and losses, the effect of the asset ceiling, excluding amount recognized in the net interest on the defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Group measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Group treats the accumulated leave expected to be carried forward beyond twelve months, as long term employee benefit for measurement purposes. Such long term compensated absences are determined on the basis of actuarial valuation at each period-end carried out using the projected unit cost method. Remeasurements comprising of actuarial gain and losses are recognized in the balance sheet with a corresponding debit or credit to profit or loss in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods. The Group presents the leave as current liability in the balance sheet, to the extent is does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Group has unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

Past service costs are recognised in statement of profit and loss on the earlier of:
- The date of the plan amendment or curtailment, and
- The date that the Group recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Group recognises the following changes in the net defined benefit obligation as an expense in the Consolidated Statement of Profit and Loss:
- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

r) Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Group expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

s) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Group commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A 'debt instrument' is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in other income in the satement of profit and loss. The losses arising from impairment are recognised in the statement of profit and loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A 'debt instrument' is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset's contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the Group recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the P&L. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to P&L. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit or loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as 'accounting mismatch'). The Group has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the statement of profit and loss.

Equity investments

All other equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the Group may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Group makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Group decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:
- The rights to receive cash flows from the asset have expired, or
- The respective Group has transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; And
- Either the Group has transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the companies under the Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Group continues to recognise the transferred asset to the extent of the continuing involvement of Group. In that case, the Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Group has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Group could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the group determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Statement of Profit and Loss (P&L).

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The financial liabilities of the Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement

The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Compulsorily convertible preference shares

Compulsorily convertible preference shares are separated into liability and equity components based on the terms of the contract.
On issuance of the convertible preference shares, the fair value of the liability component is determined using a market rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion or redemption.

The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity since conversion option meets Ind AS 32 criteria for fixed to fixed classification. Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years.

Transaction costs are apportioned between the liability and equity components of the convertible preference shares based on the allocation of proceeds to the liability and equity components when the instruments are initially recognised.

Compound Instruments- Compulsorily Convertible Debentures (CCDs)

Compulsorily Convertible Debentures (CCDs) are separated into liability and equity components based on the terms of the contract

The Group recognises interest, dividends, losses and gains relating to such financial instrument or a component that is a financial liability as income or expense in profit or loss.

The present value of the liability part of the compulsorily convertible debentures classified under financial liabilities and the equity component is calculated by subtracting the liability from the total proceeds of CCDs.

Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, cost of issue of debentures, listing fees) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.

Derecognition
A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit and loss.

Reclassification of financial assets and liabilities
The Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments
Financial assets and financial liabilities are offset and the net amount is reported in the Combined balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

t) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement
The Group uses derivative financial instruments, such as interest rate swaps and call/put options etc., to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:
- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Group's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges
The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Statement of Profit and Loss.

The Group uses interest rate swaps and call/put options etc. as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.

If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

u) Cash and cash-equivalents
Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they are considered an integral part of the Group's cash management.

v) Measurement of EBITDA

The Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

w) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date are adjusted to respective assets and liabilities.

The Group does not adjust the amounts recognised in its consolidated financial statements to reflect non-adjusting events after the reporting period.

The Group makes disclosures in the financial statements in cases of significant events.

x) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

y) Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Group by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Group by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issued at a later date. Dilutive potential equity shares are determined independently for each period presented.

The number of equity shares and potentially dilutive equity shares are adjusted retrospectively for all periods presented for any share splits and bonus shares issues including for changes effected prior to the approval of the consolidated financial statements by the Board of Directors.

'The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share.

4.2 Changes in accounting policy and disclosures- New and amended standards

The Group applied Ind AS 116 for the first time. The nature and effect of the changes as a result of adoption of the new accounting standard are described below.

Several other amendments and interpretations apply for the first time for the year ended 31 March 2020, but do not have an impact on the consolidated financial statements of the Group. The Group has not early adopted any standards or amendments that have been issued but are not yet effective.

a) Ind AS 116 Leases:

Ind AS 116 supersedes Ind AS 17 Leases. The standard sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessee's to recognise most leases on the balance sheet. Lessor accounting under Ind AS 116 is substantially unchanged from Ind AS 17. Lessors will continue to classify leases as either operating or finance leases using similar principles as in Ind AS 17. Therefore, Ind AS 116 does not have an impact for leases where the Group is the lessor.

The Group adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019, the right-of-use assets were recognised based on the amount equal to the lease liabilities, adjusted for any related prepaid and accrued lease payments previously recognised. Lease liabilities were recognised based on the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application. There is no impact on equity on transition to Ind AS 116 as on 1 April 2019.

The Group elected to use the transition practical expedient to not reassess whether a contract is or contains a lease at 1 April 2019. Instead, the Company applied the standard only to contracts that were previously identified as leases applying Ind AS 17 and Appendix C to Ind AS 17 at the date of initial application. Therefore, the comparative information was not restated and continues to be reported under Ind AS 17. The Group also applied the available practical expedients wherein it:

- Used a single discount rate to a portfolio of leases with reasonably similar characteristics
- Relied on its assessment of whether leases are onerous immediately before the date of initial application
- Applied the short-term leases exemptions to leases with lease term that ends within 12 months of the date of initial application
- Excluded the initial direct costs from the measurement of the right-of-use asset at the date of initial application
- Used hindsight in determining the lease term where the contract contained options to extend or terminate the lease

The effect of adopting Ind AS 116 as at 1 April 2019 was, as follows:

Particulars	**Notes**	**(INR in Mn)** **Ind AS 116 impact as at 1 April 2019**
Assets - Increase/(decrease):		
Non-current assets		
Right of use assets	6A	4,268
Prepayments	10	(2,955)
Other non-current assets		
Deferred rent	11	(18)
Current assets		
Prepayments	10	(139)
Other current assets		
Deferred rent	11	(7)
Equity		
Other equity		
Retained earnings	17H	-
Liabilities - (Increase)/decrease:		
Non-current liabilities		
Financial liabilities		
Lease liabilities	38	(997)
Current liabilities		
Financial liabilities		
Trade payables	24	34
Current Lease liabilites	38	(186)

b) Other regulatory changes

Pursuant to the Taxation law (Amendment) Ordinance 2019 (‘Ordinance’) issued by Ministry of Law and Justice on 20 September 2019 with an effective 01 April 2019, domestic companies have the option to pay corporate income tax at 22% plus applicable surcharge and cess subject to certain conditions. Basis the assessment carried out by the Group, 42 group entities have opted for reduced corporate tax rates and accordingly, has recognized current tax and re-measured its deferred taxes as per the provisions of the Ordinance. This has resulted in write-off of MAT credit amounting to INR 938 and reduction in DTA or recognition in DTL amounting to INR 44 on account of re-measurement of deferred tax as at 31 March, 2019. The tax charge for the year has been increased by INR 982.

5 Property, plant and equipment

	Freehold Land #	Plant and equipment	Buildings	Leasehold improvements	Office equipment	Furniture & Fixtures	Computers	Total Property, plant and equipment	Capital work in progress
Cost									
At 1 April 2018	**8,070**	**243,076**	**64**	**35**	**30**	**18**	**32**	251,325	**7,444**
Additions during the year^	333	35,589	-	102	32	35	30	36,121	44,844
Acquisition of a subsidiary (refer note 53)	245	2,954	-	-	0	-	0	3,199	-
Adjustment during the year*	57	(225)	-	-	-	-	-	(168)	(38)
Disposals during the year**	-	(7)	-	(13)	(7)	(5)	(3)	(35)	(221)
Capitalised during the year	-	-	-	-	-	-	-	-	(35,756)
At 31 March 2019	**8,705**	**281,387**	**64**	**124**	**55**	**48**	**59**	**290,442**	**16,273**
Additions during the year^	1,258	47,373	-	6	12	8	26	48,683	49,216
Adjustments during the year*	(73)	(51)	-	-	-	-	-	(124)	(188)
Disposals during the year**	-	(95)	-	-	(1)	-	(4)	(100)	(27)
Capitalised during the year	-	-	-	-	-	-	-	-	(47,373)
At 31 March 2020	**9,890**	**328,614**	**64**	**130**	**66**	**56**	**81**	**338,901**	**17,901**
Accumulated depreciation									
At 1 April 2018	**-**	**12,841**	**11**	**8**	**9**	**0**	**14**	**12,883**	**-**
Charge for the year (refer note 34)	-	11,276	3	25	13	9	15	11,341	-
Adjustments during the year*	-	(4)	-	-	-	-	-	(4)	-
Disposals during the year	-	(1)	-	(8)	(4)	**(1)**	(3)	(17)	-
At 31 March 2019	**-**	**24,112**	**14**	**25**	**18**	**8**	**26**	**24,203**	**-**
Charge for the year (refer note 34)	-	13,394	3	11	7	6	11	13,432	-
Depreciation capitalised during the year	-	2	-	15	6	2	7	32	-
Adjustments during the year*	0	0	-	-	-	-	-	0	-
Disposals during the year	-	(0)	-	-	(1)	-	(4)	(5)	-
At 31 March 2020	**0**	**37,508**	**17**	**51**	**30**	**16**	**40**	**37,662**	**-**
Net book value									
At 31 March 2019	**8,705**	**257,275**	**50**	**99**	**37**	**40**	**33**	**266,239**	**16,273**
At 31 March 2020	**9,890**	**291,106**	**47**	**79**	**36**	**40**	**41**	**301,239**	**17,901**

#The title represented by sale deeds in respect of land amounting to INR 395 (31 March 2019 INR 634) is not yet in the name of the Group. Further, the title of land amounting to INR 510 (31 March 2019 INR 571) is held by way of General Power of Attorney (GPA) and the Group is in the process of getting title transferred in its name.

Mortgage and hypothecation on Property, plant & equipment:

Property, plant & equipment are subject to a pari passu first charge to respective lenders for project term loans, buyer's/suppliers credit, senior secured notes, working capital loan, debentures and acceptances as disclosed in note 18 and note 23.

^ Capitalised borrowing costs

The amount of borrowing costs capitalised in Property, plant and equipment and capital work in progress during the year ended 31 March 2020 was INR 1,928 (31 March 2019 INR .1,433). The rate ranging from 6.40% to 14.85% used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

***Adjustments to Property, Plant & Equipments are as follows**

Freehold land

Adjustment of INR 73 (31 March 2019: INR 57) pertains to actualisation of provisional capitalization.

Plant and equipments

Adjustment of INR 51 (31 March 2019: INR 107) pertains to actualisation of provisional capitalization of supply of goods and services and early closure of letter of credits.

Adjustment of INR Nil (31 March 2019: INR 118) pertains to impact of first time adoption of Ind AS 115 - Revenue from contracts with customers, using modified retrospective approach.

Capital work in progress

Adjustment of INR 188 (31 March 2019: INR 38) during the period pertains to actualisation of provision against capital expenditure.

Depreciation

Adjustment of Nil (31 March 2019: INR 2) pertains to impact taken due to first time adoption of Ind AS 115 - Revenue from contracts with customers.

Adjustment of Nil (31 March 2019: INR 2) pertains to actualisation of provisional capitalization.

**** Disposals in Capital Work in Progress includes following**

Amounting to INR 27 (31 March 2019: INR 152) has been written off to the extent of non-viability of recovery of cost in future.

6 Intangible assets

	Computer software	Customer contracts	Development rights	Total intangibles	Goodwill	Intangible asset under development
Cost						
At 1 April 2018	**116**	**25,197**	**36**	**25,349**	**10,953**	**1,424**
Additions during the year	41	1,459	-	1,500	428	67
Acquisition of a subsidiary (refer note 53)	-	88	-	88	-	-
Capitalised during the year	-	-	-	-	-	(1,485)
Disposals during the year	(1)	-	-	(1)	-	-
At 31 March 2019	**156**	**26,744**	**36**	**26,936**	**11,381**	**6**
Additions during the year	19	-	-	19	-	60
Capitalised during the year	-	-	-	-	-	(13)
At 31 March 2020	**175**	**26,744**	**36**	**26,955**	**11,381**	**53**
Amortisation						
At 1 April 2018	**38**	**102**	**1**	**141**	-	-
Amortisation for the year (refer note 34)	22	1,095	1	1,118	-	-
Disposals during the year	(0)	-	-	(0)		
At 31 March 2019	**60**	**1,197**	**2**	**1,259**	-	-
Amortisation for the year (refer note 34)	30	1,114	1	1,146	-	-
Deprecication capitalised during the year	-	15	-	15		
At 31 March 2020	**90**	**2,326**	**3**	**2,419**	-	-
Net book value						
At 31 March 2019	**96**	**25,547**	**34**	**25,677**	**11,381**	**6**
At 31 March 2020	**85**	**24,418**	**33**	**24,536**	**11,381**	**53**

Impairment of Goodwill:
The Group undertook the impairment testing of Goodwill assigned to each Cash Generating Unit (CGU) as at 31 March 2020 applying value in use approach across all the CGUs i.e. using cash flow projections based on financial budgets covering contracted power sale agreements with procurers (25 years) using a discount rate of 9.90 % (post tax) per annum. The Group has used financial projections upto 25 years as the tariff rates are fixed as per PPA.

Based on the results of the Goodwill impairment test, the estimated value in use of CGU after adjusting the carrying values of property, plant and equipment's and intangible assets was more than carrying value of Goodwill by INR 4,765 and accordingly no impairment loss provision has been recognized in the Statement of Profit and Loss.

The Management believes that any reasonably possible change in the key assumptions on which value in use is based would not cause the aggregate carrying amount of Goodwill to exceed the aggregate value in use of CGU.

As on 31 March 2020, there are no impairment indicator. Management will again perfom impairment testing in 31 March 2021. From last impairemt testing till reporting date there is no change in assumptions and conditions.

The key assumptions used in the value in use calculations for the power cash-generating unit are as follows:

(i) Discount Rate	9.90 % Post-Tax Discount rate has been derived based on current cost of borrowing and equity rate of return based on the current market expectations.
(ii) Plant load factor (PLF)	Plant load factor for future periods are estimated for each CGU based on report from expert.

(iii) Collection of revenue as per power purchase agreement rate and GBI benefit in acquired projects located in Andhra Pradesh state will be realised as per the projections and would not be impacted by the ongoing legal proceedings because management believes that matter will be concluded in favour of Group as mentioned in Note 51.

Breakeven sensitivity:

Plant load factor (PLF)	If reduced by 3.98%
Weighted Average Cost of Capital (WACC):	10.73%

6A Right of use assets

Particulars	Lease land	Building	Total
As at 1 April 2019 on account of adoption of Ind AS 116	3,897	371	4,268
Additions during the period	719	50	769
Deletions during the year	(4)	(3)	(7)
Depreciation charged to profit and loss during the year (refer note 34)	(198)	(43)	(241)
Depreciation captialised during the year	-	(65)	(65)
Balance as on 31 March 2020	**4,414**	**310**	**4,724**

The Group has adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019. Therefore figures of right of use assets for the previous period i.e as at 31 March 2019 is Nil

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7 Investment in jointly controlled entities	**As at 31 March 2020**	**As at 31 March 2019**
Investment in unquoted equity shares of entities under joint control at equity method (refer note 52)		
3,498,744 (31 March 2019: 2,285,850) equity shares of INR10 each fully paid-up Aalok Solarfarms Limited	91	85
6,996,900 (31 March 2019: 4,571,700) equity shares of INR10 each fully paid-up in Heramba Renewables Limited	170	157
3,498,744 (31 March 2019: 2,285,850) equity shares of INR10 each fully paid-up in Abha Solarfarms Limited	89	84
6,997,494 (31 March 2019: 4,571,700) equity shares of INR10 each fully paid-up in Shreyas Solarfarms Limited	174	163
Total	**524**	**489**
Aggregate amount of quoted investments along with market value thereof	-	-
Aggregate amount of unquoted investments	524	489
Aggregate amount of impairment in the value of investments	-	-

8 Financial assets	**As at 31 March 2020**	**As at 31 March 2019**
Non current (unsecured, considered good unless otherwise stated)		
Financial assets at fair value through profit and loss		
Investment in unquoted compulsorily convertible debentures of entities under joint control		
1,040,625 (31 March 2019: 679,875) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Abha Solarfarms Limited	104	68
2,081,250 (31 March 2019: 1,359,750) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Heramba Renewables Limited	208	136
1,040,625 (31 March 2019: 679,875) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Aalok Solarfarms Limited	104	68
2,081,070 (31 March 2019: 1,359,570) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Shreyas Solarfarms Limited	208	136
Total	**624**	**408**
Aggregate amount of quoted investments along with market value thereof	-	-
Aggregate amount of unquoted investments	624	408
Aggregate amount of impairment in the value of investments	-	-
Financial assets at amortised cost		
Loans		
Considered good and secured	-	-
Considered good and unsecured		
Security deposits	126	77
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**126**	**77**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 15)	142	92
Interest accrued	-	-
Total	**142**	**92**
Current (unsecured, considered good unless otherwise stated)		
Financial assets at amortised cost		
Loans		
Considered good and unsecured		
Security deposits	5	15
Loans to related parties (refer note 41)	5	5
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**10**	**20**
Others		
Recoverable from related parties (refer note 41)	15	14
Advances recoverable	233	221
Government grant receivable *		
- viability gap funding	387	447
- generation based incentive receivable	1,362	981
Interest accrued on fixed deposits	607	396
Interest accrued on compulsorily convertible debentures (refer note 41)	61	-
Interest accrued on loans to related parties (refer note 41)	0	0
Others	53	92
Total	**2,718**	**2,151**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants. (refer note 51)

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the Company. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the company either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

9A Deferred tax

Deferred tax assets (net)		**As at 31 March 2020**	**As at 31 March 2019**
Deferred tax related to items recognised in equity:			
Deferred tax assets (gross)			
Compound Financial Instruments		128	129
	(a)	**128**	**129**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Re-measurement losses on defined benefit plans		-	1
Loss on mark to market of derivative instruments		53	162
	(b)	**53**	**163**
Deferred tax liabilities (gross)			
Re-measurement losses on defined benefit plans		0	3
Loss on mark to market of derivative instruments		1,079	21
	(c)	**1,079**	**24**
	(d) = (b)-(c)	**(1,026)**	**139**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		14,055	13,607
Unamortized ancillary borrowing cost		225	165
GBI expenditure		1	2
Derivative instrument		-	19
Compound Financial Instruments		5	-
Others		270	-
	(e)	**14,556**	**13,793**
Deferred tax assets (gross)			
Difference in written down value as per books of account and tax laws		1	-
Losses available for offsetting against future taxable income		15,573	13,274
Unused tax credit (MAT)		639	1,483
Compound financial instruments		11	-
GBI		30	-
Operation and maintenance equalisation		268	304
Others		350	115
	(f)	16,872	15,177
Total	**(g) = (f)-(e)**	**2,316**	**1,384**
Deferred tax assets (net)	**(a)+(d)+(g)**	**1,418**	**1,652**

9B Deferred tax liabilities (net)

Deferred tax relates to the following:			
Deferred tax related to items recognised in Goodwill:			
Difference in written down value as per books of accounts and tax laws	**(h)**	4,729	5,287
		4,729	**5,287**
Deferred tax related to items recognised in equity:			
Deferred tax assets (gross)			
Compound Financial Instruments	**(i)**	-	18
		-	**18**
Deferred tax related to items recognised in OCI:			
Deferred tax liabilities (gross)			
Loss on mark to market of derivative instruments		760	32
	(j)	**760**	**32**
Deferred tax assets (gross)			
Re-measurement losses on defined benefit plans			
Loss on mark to market of derivative instruments		112	36
	(k)	**112**	**36**
	(l) = (h)-(i)+(j)-(k)	**5,377**	**5,265**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		16,513	11,326
Unamortised ancillary borrowing cost		120	66
Derivative instruments		-	12
Others		82	2
	(m)	**16,715**	**11,406**
Deferred tax assets (gross)			
Operation and maintenance		366	150
Unamortised ancillary borrowing cost		6	-
Unused tax credit (MAT)		620	981
Preliminary expenses not written off under tax laws		0	-
Losses available for offsetting against future taxable income		12,361	9,326
Compound Financial Instruments		-	16
Government grant		214	231
Others		58	22
	(n)	13,625	10,726
Total	**(o) = (m) - (n)**	**3,090**	**680**
Deferred tax liabilities (net)	**(l) + (o)**	**8,467**	**5,945**

	31 March 2020	31 March 2019
Accounting profit before income tax	**(3,657)**	**2,342**
Tax at the India's tax rate of 31.2% (31 March 2019 : 34.944%) (refer note 4.2(b))	(1,141)	818
Disallowance u/s 94B of Income Tax Act	1,327	1,516
Compensation for loss of revenue	-	(52)
Interest on compound financial instrument	634	37
Effect of subsidiaries with losses, tax rate differences and other consolidation adjustments	78	(1,031)
Other non deductible expenses	162	4
Imapct of ICDS related to hedge contracts routed through OCI	(1,516)	-
Change in estimates for recoverability of unused tax credits (MAT)	316	-
Absence of reasonable certainty for recoverability of tax losses in certain entities	215	-
Adjustment of tax relating to earlier periods	301	-
On account of adoption of new tax ordinance		
- Mat credit written off	938	-
- Recognition of deferred tax liability	44	-
At the effective income tax rate	**1,358**	**1,292**
Current tax expense reported in the statement of profit and loss	486	1,186
Deferred tax expense reported in the statement of profit and loss*	872	106
	1,358	**1,292**

*** Where deferred tax expense relates to the following :**		
Losses available for offsetting against future taxable Income	(5,333)	(8,886)
Derivative Instrument	-	31
Option premium	(31)	-
Preliminary expenses not written off under tax laws	0	1
Operation and maintenance	(179)	(25)
Unused tax credit (MAT)	1,205	(1,211)
Difference in WDV as per books of accounts and tax laws	5,341	10,680
Government grant	11	(215)
Compound Financial Instruments	26	(14)
Amortisation of ancillary borrowing cost	114	22
Business combination	(262)	(216)
Others	(20)	(60)
	872	**106**

Reconciliation of deferred tax assets (net):

	31 March 2020	31 March 2019
Opening balance of DTA/DTL (net)	**(4,293)**	**(4,384)**
Deferred tax income/(expense) during the year recognised in profit or loss	(872)	(106)
Deferred tax on initial recognition of compound financial instruments through equity (NCI)	(32)	-
Deferred tax income/(expense) during the year due to business combination	-	109
Deferred tax income/(expense) during the year recognised in OCI	(1,852)	88
Closing balance of DTA/DTL (net)	**(7,049)**	**(4,293)**

The Group has unabsorbed depreciation and tax losses which arose in India of INR 110,108 (31 March 2019: INR 95,481). The unabsorbed depreciation and tax losses will be available for offsetting against future taxable profits of the Group.

Out of this, the tax losses that are available for offsetting from five to eight years against future taxable profits of the companies in which the losses arose are INR 3,606 (31 March 2019: 6,639). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 106,386 (31 March 2019: INR 88,842). Unabsorbed depreciation is available for utilisation indefinitly.

The Group has recognised deferred tax asset of INR 27,856 (31 March 2019: INR 22,601) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry year of MAT credit is 10 to 15 years from the date of entitlement and deferred tax has been recognised on MAT credit which are expected to be utilised before the expiry year.

10 Prepayments	**As at 31 March 2020**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	1,122	3,514
Total	**1,122**	**3,514**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	846	659
	846	**659**

11 Other assets	**As at 31 March 2020**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	5,461	18,372
Advances recoverable	95	224
Security deposits	8	28
Deferred rent	-	18
Balances with government authorities	98	155
Total	**5,662**	**18,797**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable (refer note 56)	1,061	1,460
Deferred rent	-	7
Balances with government authorities	722	600
Contract Asset	25	1
Total	**1,808**	**2,068**

12 Inventories (At lower of cost and net realizable value)	**As at 31 March 2020**	**As at 31 March 2019**
Consumables and spares	609	719
Total	**609**	**719**

13 Derivative instruments	**As at 31 March 2020**	**As at 31 March 2019**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	8,718	774
Total	**8,718**	**774**

14 Trade receivables	**As at 31 March 2020**	**As at 31 March 2019**
Unsecured, considered good (refer notes 41,51)	26,048	19,233
Secured, considered good	-	-
Receivables which have significant increase in credit risk	42	49
Receivables - credit impaired	-	-
	26,090	**19,282**
Less: Impairment allowances for bad and doubtfull debts	(19)	(6)
Total	**26,071**	**19,276**

No trade or other receivables are due from directors or other officers of the Company either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days

15 Cash and cash equivalents	**As at 31 March 2020**	**As at 31 March 2019**
Cash and cash equivalents		
Cash and cheque on hand	0	0
Balance with bank		
- On current accounts	11,699	4,781
- Deposits with original maturity of less than 3 months #	1,390	5,334
	13,089	**10,115**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	31,203	15,385
- Remaining maturity for more than twelve months #	142	92
	31,345	**15,477**
Less: amount disclosed under financial assets (others) (Note 8)	(142)	(92)
Total	**31,203**	**15,385**

Fixed deposits of INR 8,282 (31 March 2019: INR 7,456) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 days to 3,652 days and carry an interest rate of 3.50% - 8.50% which is receivable on maturity.

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16 Share capital

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2018	400,000,000	4,000
Increase during the year	100,000,000	1,000
At 31 March 2019	500,000,000	5,000
Increase during the year	-	-
At 31 March 2020	**500,000,000**	**5,000**

Compulsory convertible preference shares of INR 425 each (refer note 18)	**Number of shares**	**Amount**
At 1 April 2018	-	-
Increase during the year	-	-
At 31 March 2019	-	-
Increase during the year	60,000,000	25,500
At 31 March 2020	**60,000,000**	**25,500**

Issued share capital	**Number of shares**	**Amount**
16A Equity shares of INR 10 each issued, subscribed and fully paid up		
At 1 April 2018	377,157,856	3,772
Shares issued during the year	2,766,700	27
At 31 March 2019	**379,924,556**	**3,799**
Shares issued during the year	-	-
At 31 March 2020	**379,924,556**	**3,799**

Terms/rights attached to equity shares

The Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the Group will declare and pay dividends in Indian rupees.
In the event of liquidation of a Group, the holders of equity shares of such Group will be entitled to receive remaining assets of the Group, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the Group.

16B Details of shareholders holding more than 5% shares in the Company	**As at 31 March 2020**		**As at 31 March 2019**	
	Number	**% Holding**	**Number**	**% Holding**
GS Wyvern Holding Ltd	184,709,600	48.62%	184,709,600	48.62%
Canada Pension Plan Investment Board	61,608,099	16.22%	61,608,099	16.22%
Green Rock B 2014 Limited (formerly known as Green Rock A 2014 Limited)	60,487,804	15.92%	60,487,804	15.92%
JERA Power RN B.V.	34,411,682	9.06%	34,411,682	9.06%

As per the records of the Company, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

16C No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

16D **Shares reserved for issue under options**
For details of shares reserved for issue under the share based payment plan of the Group, refer note 39

For details of shares reserved for issue on conversion of Convertible Preference Shares, please refer note 18 related to terms of conversion/ redemption of preference shares.

17 Other equity

17A Share application money pending allotment	
At 1 April 2018	-
Share application money received during the year	566
Equity shares issued during the year	(566)
At 31 March 2019	**-**
Share application money received during the year	-
Equity shares issued during the year	-
At 31 March 2020	**-**

17B Securities premium	
At 1 April 2018	**66,376**
Premium on issue of equity shares during the year	539
Amount transferred from share based payment reserve on conversion	257
Amount utilized against for issue of equity shares	(7)
At 31 March 2019	**67,165**
Premium on issue of equity shares during the year	-
Amount transferred from share based payment reserve on conversion	-
Amount utilized against for issue of equity shares	-
At 31 March 2020	**67,165**

Nature and purpose
Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

17C Capital reserve

At 1 April 2018	**114**
Additions during the year	-
At 31 March 2019	**114**
Additions during the year	(224)
At 31 March 2020	**(110)**

Nature and purpose

Capital reserve represents bargain purchase on business combinations.

17D Debenture redemption reserve

At 1 April 2018	**2,422**
Amount transferred from surplus balance in retained earnings*	1,755
At 31 March 2019	**4,177**
Debenture redemption reserve created during the period*	33
Debenture redemption reserve transferred to retained earnings during the year	(1,914)
At 31 March 2020	**2,296**

Nature and purpose

As per amendments in Companies (Share capital and Debentures) Rules, 2014 the requirement of listed Companies to create Debenture redemption reserve has been removed.

*Due to insufficient profit during the year, DRR has been created only to the extent of available profit. Resultantly, there is a overall shortfall as at 31 March 2020 INR 216 (31 March 2019 INR 1,279).

17E Hedge reserve

At 1 April 2018	**(271)**
Movement in hedge reserve (refer note 50)	(258)
Attributable to non-controlling interests (refer note 50)	17
At 31 March 2019	**(512)**
Movement in hedge reserve (refer note 50)	(636)
Attributable to non-controlling interests (refer note 50)	62
At 31 March 2020	**(1,086)**

Nature and purpose

The Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the Group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the statement of profit or loss when the hedged item affects profit or loss (e.g. interest payments).

17F Share based payment reserve

At 1 April 2018	**1,027**
Expense for the year	316
Amount utilised on exercise of stock options	(257)
At 31 March 2019	**1,086**
Expense for the year	207
Adjustment in ESOP reserve on forfeiture of vested options	(132)
At 31 March 2020	**1,161**

Nature and purpose

The share options based payment reserve is used to recognise the grant date fair value of options issued to employees under employee stock option plan.

17G Foreign currency translation reserve

At 1 April 2018	**-**
Additions during the year	**(2)**
At 31 March 2019	**(2)**
Additions during the year	14
At 31 March 2020	**12**

Nature and purpose

Exchange differences arising on translation of the foreign operations are recognised in other comprehensive income as described in accounting policy and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed-off.

17H Retained earnings

At 1 April 2018	**(2,175)**
Profit for the year	800
Re-measurement losses on defined benefit plans (net of tax)	10
Adjustments for acquisition of interest by NCI in subsidiaries	(0)
Appropriation for debenture redemption reserve	(1,755)
At 31 March 2019	**(3,120)**
Profit for the year	(4,842)
Re-measurement losses on defined benefit plans (net of tax)	(9)
Adjustment in ESOP reserve on forfeiture of vested options	132
Adjustments for acquisition of interest by NCI in subsidiaries	5
Debenture redemption reserve created during the period	(33)
Debenture redemption reserve released on account of repayment of debenture	1,914
At 31 March 2020	**(5,953)**

18 Long-term borrowings

	Nominal interest rate %	Maturity	Non-current As at 31 March 2020	Non-current As at 31 March 2019	Current As at 31 March 2020	Current As at 31 March 2019
Debentures						
- Non convertible debentures (secured)	8.55% - 14.85%	September 2034	38,835	58,893	6,376	4,301
- Compulsorily convertible debentures (unsecured)	8% - 11.00%	September 2036	553	692		-
Term loan from bank (secured)	7.35% - 12.10%	December 2038	43,174	79,584	10,749	5,155
Term loan from financial institutions (secured)	8.67% - 14.45%	February 2041	89,604	47,857	2,885	1,817
Acceptances (secured)	7.76% - 8.75%	March 2022	-	4,904	-	-
Buyer's / Supplier's credit (secured)	2.91% -3.13% 6 months Libor + 45 to 110 BPS	December 2019	-	-	-	4,269
Senior secured notes	6.06% - 10.74%	February 2022 -March 2027	128,160	61,855	-	-
Compulsorily convertible preference shares treated as financial liability as per Ind AS 109	15.02%	June 2022	23,200	-	-	-
Total long-term borrowings #			**323,526**	**253,785**	**20,010**	**15,542**
Amount disclosed under the head 'Other current financial liabilities' (refer note 26)			-	-	(20,010)	(15,542)
Net long-term borrowings			**323,526**	**253,785**	**-**	**-**

# Certain borrowings included above are guaranteed by ReNew Power Private Limited on behalf of the group entities. Further, certain securities held in subsidiary companies are pledged with banks and financial institutions as security for financial facilities obtained by subsidiary companies.

Notes:
Details of security

Non convertible debentures (secured)
The debentures are secured by way of first pari passu charge on the respective Company's immovable properties, movable assets, current assets, cash accruals including but not limited to current assets, receivables, book debts, cash and bank balances, loans and advances etc. present and future.

Listed senior secured notes
Notes are secured by way of exclusive mortgage over immovable properties and exclusive charge by way of hypothecation of tangible and intangible movable assets. Further secured by way of hypothecation over rights and benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the company. Secondary Charge over the account receivables, book debts and cash flows. Creation of charge on immovable properties of INR 800 by way of mortgage and assignment is under proces. The senior secured notes shall be repaid through one bullet payment in March 2024.

Term loan from banks (secured)
Secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the respective Company.

Term loan from financial institutions (secured)
Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective company.

Buyer's/ Supplier's credit (secured)
Secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the respective Company. Creation of charge by way of mortgage and assignment is under process.

Acceptances (secured)
Acceptances are secured by parri passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.

Compulsorily convertible preference shares treated as financial liability as per Ind AS 109
On 27 June 2019, the Company has issued INR 20,903 Compulsory Covertible Preference Shares ('CCPS') - Series A to certain existing shareholders:

Name of Allottee	Number of shares alloted	Face value	Amount received	Balance as at 31 March 2020
GS Wyvern Holding Limited	16,395,294	425	6,968	7,734
Green Rock B 2014 Limited (acting in its capacity as trustee of Green Stone A 2014 Trust)	16,318,729	425	6,935	7,698
Canada Pension Plan Investment Board	16,470,588	425	7,000	7,768
Total	**49,184,611**		**20,903**	**23,200**

Each Series A CCPS are non-cumulative and shall be entitled to a preferred rate of dividend of 0.0001% over the Equity Shares of the Company. These are mandatorily convertible upon the occurrence of the earliest of certain events as enumerated in terms specified in board resolution passed for issuance of CCPS but no later than 3 years from the date of allotment. Conversion shall occur at conversion price which will be computed in the manner as terms specified in board resolution passed for issuance of CCPS on the date of conversion. Series A CCPS do not meet the criteria of conversion into fixed number of equity shares given conversion price is not currently assertainable, accordingly these CCPS have been recorded as financial liability and carried at amortized cost. These CCPS carry a yield of 15.02%.

Compulsorily convertible debentures (unsecured)
Compulsorily Convertible Debentures (CCD) are compulsorily convertible into equity shares in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein. CCD do not carry any voting rights.

Terms of conversion of CCDs

Entity	Tenure (years)	Total Proceeds	Maturity date	Interest coupon rate	Moratorium period
ReNew Mega Solar Private Limited	25	193	22 August 2036 and 20 September 2036	8%	18 months from the date of issue
ReNew Solar Energy (Telangana) Private Limited	20	620	20 September 2036	8%	18 months from the date of issue
ReNew Akshay Urja Private Limited	20	500	17 June 2035	0.01%	18 months from the date of issue
Total		**1,313**			

The details of non convertible debentures (secured) are as below:

Listing status	Debenture Series	Face value per NCD (INR)	Numbers of NCDs outstanding		Outstanding amount		Nominal interest	Earliest redemption date	Last date of repayment	Terms of repayment
			As at 31 March 2020	As at 31 March 2019	As at 31 March 2020	As at 31 March 2019				
Non listed	Not applicable	1,000,000	1,133	1,233	1,133	1,233	9.41%	30-Jun-20	30-Sep-30	Quarterly
Non listed	Not applicable	1,000,000	5,222	5,462	5,222	5,462	9.60%	30-Jun-20	31-Mar-23	Quarterly
Non listed	Series 1	1,000,000	1,850	1,920	1,850	1,920	9.60%-9.95%	30-Jun-20	31-Mar-23	Quarterly
Non listed	Series 2	1,000,000	3,236	3,426	3,236	3,426	9.60%-9.95%	30-Jun-20	31-Mar-23	Quarterly
Non listed	Not applicable	1,000,000	2,955	3,056	2,955	3,056	9.95%	30-Jun-20	31-Mar-23	Quarterly
Listed	Not applicable	1,000,000	3.660	3.930	3,660	3,930	9.75%	30-Sep-20	31-Mar-33	Half yearly
Listed	Series-1	1,000,000	500	700	500	700	8.55%	30-Sep-20	30-Sep-34	Half yearly
Listed	Series-2	1,000,000	2,278	2,395	2,278	2,395	8.65%	30-Sep-20	30-Sep-34	Half yearly
Listed	Series-3	1,000,000	4,075	4,085	4,075	4,085	8.75%	30-Sep-20	30-Sep-34	Half yearly
Non listed	Not applicable	1,000,000	-	1,000	-	1,000	10.25%	29-Nov-19	29-Nov-19	Bullet
Non listed	Not applicable	1,000,000	5,040	8,040	5,040	8,040	14.85%	31-May-21	15-Nov-25	Quarterly
Non listed	Series 3	1,000,000	-	1,000	-	1,000	12.68%	18-Mar-20	18-Mar-20	Bullet
Non listed	Series 6	1,000,000	-	1,000	-	1,000	13.01%	18-Mar-20	18-Mar-20	Bullet
Non listed	Not applicable	1,000,000	2,000	2,835	2,000	2,835	12.50%	27-Oct-22	27-Oct-22	Bullet
Listed	Not applicable	1,000,000	5,060	10,000	5,060	10,000	12.68%	26-Feb-21	26-Feb-21	Bullet
Non listed	Not applicable	1,000,000	-	5,000	-	5,000	10.40%	16-Sep-19	16-Sep-19	Bullet
Non listed	Not applicable	1,000,000	2,000	2,000	2,000	2,000	11.96%	28-Sep-22	28-Sep-22	Bullet
Non listed	Not applicable	1,000,000	2,000	2,000	2,000	2,000	12.41%	31-Oct-22	31-Oct-22	Bullet
Non listed	Not applicable	1,000,000	1,210	1,210	1,210	1,210	9.18%	30-Nov-22	30-Nov-22	Bullet
Non listed	Not applicable	1,000,000	3,210	3,210	3,210	3,210	9.45%	30-Jul-25	30-Jul-25	Bullet
	Total				**45,429**	**63,503**				

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19 Lease liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Non current Lease liabilities (refer note 38)	1,386	-
Current Lease liabilities (refer note 38)	251	-
Total	**1,637**	**-**

20 Deferred government grant	**As at 31 March 2020**	**As at 31 March 2019**
Opening balance	891	930
Received during the year	-	-
Adjustment during the year	(6)	-
Released to the statement of profit and loss	(37)	(39)
Total	**848**	**891**
Current	38	39
Non-current	810	852

21 Long-term provisions	**As at 31 March 2020**	**As at 31 March 2019**
Provision for gratuity (refer note 37)	103	72
Total	**103**	**72**

22 Other non-current liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	2,938	2,961
Security deposit received	2	1
Others	12	12
Total	**2,952**	**2,974**

23 Short term borrowings	**As at 31 March 2020**	**As at 31 March 2019**
Working capital term loan (secured)	5,630	7,807
Loan from bank (secured)	1,229	-
Acceptances (secured)	603	9,016
Buyer's / supplier's credit (secured)	4,496	3,617
Loan from related party (unsecured) (refer note 41)	190	176
Loan from body corporate (unsecured)	43	41
Total #	**12,191**	**20,657**

Working capital term loan (secured)

The term loan from bank carries interest @ 8% to 12% p.a. The same is repayable with a bullet payment at the end of the tenure i.e. 30-365 days. It is secured by first charge by way of hypothecation entire movable properties of the borrower, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, intangible assets, goodwill, uncalled up capital except project assets.

Loan from bank (secured)

The loan carries interest @ 10.35% p.a. The same is repayable with a bullet payment at the end of one year from the date of disbursement. It is secured by first pari-pasu charge over all present and future movable fixed assets and current assets of the project, hypothecation on escrow/trust and retention account in relation to the project, first pari-pasu charge on all project contracts and pledge of 51% of the equity and preferance share capital of the respective borrower

Acceptances (secured)

Acceptances are secured by parri passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.
Discount rate of acceptances ranges from 7.05% to 9%.

Buyer's/Supplier's credit (secured)

Buyer's/Supplier credit carries an interest rate of 12 month Libor 40 bps is secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the Company. Creation of charge by way of mortgage and assignment is under process.

Loan from related party (unsecured)
Unsecured loan from related party is repayable on demand and carries interest at 8.00% p.a.

Loan from body corporates (unsecured)
Unsecured loan from body corporate of INR 47 (31 March 2019 : INR 41), no interest is payable on the loan and shall be repaid as per the terms of respective share purchase agreements.

# Certain borrowings included above are guaranteed by ReNew Power Private Limited on behalf of the group entities. Further, certain securities held in subsidiary companies are pledged with banks and financial institutions as security for financial facilities obtained by subsidiary companies.

24 Trade payables	**As at 31 March 2020**	**As at 31 March 2019**
Current		
Outstanding dues to micro enterprises and small enterprises	52	4
Others (refer note 41)	3,638	3,025
Total	**3,690**	**3,029**

25 Derivative instruments	**As at 31 March 2020**	**As at 31 March 2019**
Financial liabilities at fair value through OCI		
Current		
Cash flow hedges		
Derivative instruments	-	895
Total	**-**	**895**

26 Other current financial liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (refer note 18)	20,010	15,542
Others		
Interest accrued but not due on borrowings	1,692	1,319
Interest accrued but not due on debentures	371	448
Capital creditors	8,926	13,109
Purchase consideration payable	272	1,019
Other payables	109	40
Total	**31,380**	**31,477**

27 Other current liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	435	401
Deferred revenue	1	4
Other payables		
TDS payable	1,272	866
GST payable	331	465
Labour welfare fund payable	1	0
Provident fund payable	15	12
Total	**2,055**	**1,748**

28 Short term provisions	**As at 31 March 2020**	**As at 31 March 2019**
Provision for gratuity (refer note 37)	5	3
Provision for leave encashment	84	64
Others	4	-
Total	**93**	**67**

29 Revenue from operations

	For the year ended 31 March 2020	For the year ended 31 March 2019
Income from contracts with customers		
Sale of power	47,762	42,969
Sale of services - management shared services (refer note 41)	15	27
Income from engineering, procurement and construction service	543	82
Sale of services - operation and maintenance services (refer note 41)	16	-
Income from sale of renewable energy certificates	79	66
Total	**48,415**	**43,144**

30 Other income

	For the year ended 31 March 2020	For the year ended 31 March 2019
Interest income accounted at amortised cost		
- on fixed deposit with banks	2,044	1,393
- on loan to related parties (refer note 41)	0	(0)
- income tax refund	33	4
- on loan to subsidiaries - redeemable non cumulative preference shares (refer note 41)	0	-
- on compulsorily convertible debentures (refer note 41)	67	-
- others	35	7
Government grant		
- generation based incentive	2,098	2,288
- viability gap funding	37	39
Compensation for loss of revenue	-	379
Income from leases	63	175
Gain on sale of intangibles	219	-
Insurance claim	34	41
Fair value change of mutual fund (including realised gain)	-	272
Fair value gain on investment (refer note Notes 53)	-	77
Income from Sale of Emission Reduction Certificates	15	-
Miscellaneous income	157	83
Total	**4,802**	**4,758**

31 Cost of raw material and components consumed

	For the year ended 31 March 2020	For the year ended 31 March 2019
Cost of raw material and components consumed	530	81
Total	**530**	**81**

32 Employee benefits expense

	For the year ended 31 March 2020	For the year ended 31 March 2019
Salaries, wages and bonus	785	728
Contribution to provident and other funds	37	41
Share based payments (refer note 39)	72	183
Gratuity expense (refer note 37)	13	13
Staff welfare expenses	44	43
Total	**951**	**1,008**

33 Other expenses

	For the year ended 31 March 2020	For the year ended 31 March 2019
Legal and professional fees	686	899
Corporate social responsibility (refer note 49)	73	53
Travelling and conveyance	163	151
Rent	24	106
Director's commission	9	15
Printing and stationery	2	2
Rates and taxes	194	159
Payment to auditors *	51	72
Insurance	201	148
Operation and maintenance	3,488	2,667
Repair and maintenance		
- building	-	
- others	65	23
Loss on sale/damage of property plant & equipment and capital work in progress (net)	104	197
Bidding expenses	26	22
Advertising and sales promotion	22	8
Option premium amortisation	1,119	69
Security charges	195	176
Communication costs	31	26
Loss on settlement of derivative instruments designated as cash flow hedge (net)	302	304
Provision for doubtful debts	25	1
Miscellaneous expenses	252	103
Total	**7,032**	**5,201**

***Payment to Auditors**	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
As auditor:		
Audit fee	42	37
In other capacity:		
Certification fees	3	3
Other services *	17	41
Limited review	1	1
Reimbursement of expenses	5	7
	68	89
Less: Other services transferred to unamortised ancillary cost of borrowings	(16)	(16)
Less: Reimbursement of expenses transferred to unamortised ancillary cost of borrowings	(1)	(1)
	51	**72**

* includes services received for capital market transactions.

34 Depreciation and amortization expense	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Depreciation of property, plant and equipment (refer note 5)	13,432	11,341
Amortisation of intangible assets (refer note 6)	1,146	1,118
Depreciation of right of use assets (refer note 6A)	241	-
Total	**14,819**	**12,459**

35 Finance costs	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Interest expense on (accounted at amortised cost)		
- term loans	14,575	12,402
- loan from related party (refer note 41)	15	12
- acceptance	499	667
- buyer's/supplier's credit	420	1,159
- on working capital demand loan	602	331
- non convertible debentures	6,140	6,485
- liability component of compulsorily convertible debentures	59	78
- commercial papers	11	405
- Senior secured notes	7,938	4,357
- lease liabilities	105	-
- compulsory convertible preference shares	2,230	-
- others	17	16
Bank charges	411	376
Unamortised ancillary borrowing cost written off*	520	523
Total	**33,542**	**26,811**

* Represents transaction cost on long term borrowings charged to statement of profit & loss on account of derecognition due to substantial modification.

36 Earnings per share (EPS)		**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
The following reflects the profit and share data used for the basic and diluted EPS computations:			
Profit attributable to equity holders for basic earnings		(4,842)	800
Profit attributable to equity holders of parent for basic EPS		(4,842)	800
Weighted average number of equity shares for calculating basic EPS		459,201,195	379,797,836
Basic earnings per share		(10.55)	2.11
Profit attributable to equity holders of parent for diluted EPS		(4,842)	800
Weighted average number of equity shares for calculating diluted EPS		459,201,195	385,804,858
Diluted earnings per share*		(10.55)	2.07
		No. of shares	**No. of shares**
Weighted average number of equity shares in calculating basic EPS	(a)	379,924,556	379,797,836
Effect of dilution in calculating basic EPS and diluted EPS			
Compulsory convertible preference shares	(b)	79,276,639	-
Weighted average number of equity shares in calculating basic EPS	**(c) =(a)+(b)**	**459,201,195**	**379,797,836**
Effect of dilution in calculating diluted EPS			
Convertible equity for employee stock option plan	(d)	4,866,286	6,007,022
Weighted average number of equity shares in calculating diluted EPS	**(e)= (c)+(d)**	**464,067,481**	**385,804,858**

* Since the effect of conversion of employee stock option plan was anti-dilutive in the current year, it has not been considered for the purpose of computing Diluted EPS

37 Gratuity and other post-employment benefit plans

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Group has no obligation, other than the contribution payable to the provident fund.

The Group has a defined benefit gratuity plan. Gratuity is computed as 15 days salary, for every completed year of service or part thereof in excess of 6 months and is payable on retirement/termination/resignation. The benefit vests on the employees after completion of 5 years of service. The Gratuity liability has not been externally funded. Group makes provision of such gratuity liability in the books of accounts on the basis of actuarial valuation as per the projected unit credit method.

The following tables summarize the components of net benefit expense recognized in the statement of profit and loss and the unfunded status and amounts recognized in the balance sheet for the Gratuity.

Statement of profit and loss

Net employees benefit expense recognised in employee cost	**31 March 2020**	**31 March 2019**
Current service cost	25	25
Interest cost on benefit obligation	6	5
Net benefit expense*	**31**	**30**
Net (expense)/income recognised in other comprehensive income	(13)	14

Balance sheet

Benefit liability	**31 March 2020**	**31 March 2019**
Present value of unfunded obligation	108	75
Net liability	108	75

	31 March 2020	**31 March 2019**
Changes in the present value of the defined benefit obligation		
Opening defined benefit obligation	75	53
Current service cost	25	25
Interest cost	6	5
Benefits paid	(10)	(0)
Liabilities assumed/ (settled)	(1)	
Remeasurements during the year due to:		
- Experience adjustments	2	(14)
- Change in financial assumptions	11	-
- Change in demographic assumptions	0	(0)
Assets extinguished on curtailments/settlements	-	6
Closing defined benefit obligation	108	75

Since the entire amount of plan obligation is unfunded therefore changes in fair value of plan assets, categories of plan assets as a percentage of the fair value of total plan assets and Group’s expected contribution to the plan assets for the next year is not given.

* This amount is inclusive of amount capitalised in different projects.

The principal assumptions used in determining gratuity obligations	**31 March 2020**	**31 March 2019**
Discount rate	6.85%	7.75%
Salary escalation	10.00%	10.00%

The estimates of future salary increases considered in actuarial valuation take account of inflation, total amount of inflation, seniority, promotion and other relevant factors, such as supply and demand in the employment market.

The Group regularly assesses these assumptions with the projected long-term plans and prevalent industry standards. The impact of sensitivity due to changes in the significant actuarial assumptions on the defined benefit obligations is given in the table below:

Particulars	**Change in assumptions**	**31 March 2020**	**31 March 2019**
Discount rate	+ 0.5%	110	66
	- 0.5%	97	76
Salary escalation	+ 0.5%	110	74
	- 0.5%	97	67

The sensitivity analysis above has been determined based on a method that extrapolates the impact on defined benefit obligation as a result of reasonable changes in key assumptions occurring at the end of the year.

Projected plan cash flow:

The table below shows the expected cash flow profile of the benefits to be paid to the current membership of the plan based on past service of the employees as at the valuation date:

Maturity Profile	**31 March 2020**	**31 March 2019**
Within next 12 months	5	2
From 2 to 5 years	27	20
From 6 to 9 years	36	84
10 years and beyond	226	181

The weighted average duration to the payment of these cash flows is 13.32 years (31 March 2019: 10.58 years).

Risk analysis
The Group is exposed to a number of risks in the defined benefit plans. Most significant risks pertaining to defined benefits plans and management estimation of the impact of these risks are as follows:

· Inflation risk: Currently the Group has not funded the defined benefit plans. Therefore, the Group will have to bear the entire increase in liability on account of inflation.

· Longevity risk/life expectancy: The present value of the defined benefit plan liability is calculated by reference to the best estimate of the mortality of plan participants both during and at the end of the employment. An increase in the life expectancy of the plan participants will increase the plan liability.

· Salary growth risk: The present value of the defined benefit plan liability is calculated by reference to the future salaries of plan participants. An increase in the salary of the plan participants will increase the plan liability.

Defined contribution plan:	**31 March 2020**	**31 March 2019**
Contribution to provident fund & other fund charged to statement of profit & loss*	89	70

*This amount is inclusive of amount capitalized in different projects.

38 Leases

As per Ind AS 17 applicable till period ended 31 March 2019

The Group has entered into commercial property lease for its offices. The lease have non-cancellable commitment year which has remaining term of 5 years. The Company has the Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows

Particulars	**31 March 2019**
Within one year	110
After one year but not more than five years	330

As per Ind AS 116 applicable from 1 April 2019

The Group has entered into leases for its offices and leasehold lands. These leases generally have lease terms of 5 to 30 years.
The Group also has certain leases of regional offices and office equipment with lease terms of 12 months or less and lease of office equipments with low value. The Group applies the ‘short-term lease’ and ‘lease of low-value assets’ recognition exemptions for these leases.

The weighted average incremental borrowing rate applied to lease liabilities recognised in the balance sheet at the date of initial application is 10.40%.

Set out below are the carrying amounts of lease liabilities and the movements during the year:

Particulars	**31 March 2020**
As at 1 April 2019 on account of adoption of Ind AS 116	1,183
Additions	514
Accretion of interest	105
Interest capitalised during the year	41
Payments	(207)
Balance as on 31 March 2020	1,637

Refer note 4.2 (a) for approach followed by the Company for transition to Ind AS 116

The lease liabilities as at 1 April 2019 can be reconciled to the operating lease commitments as of 31 March 2019, as follows:

Operating lease commitments as at 31 March 2019	440
Weighted average incremental borrowing rate as at 1 April 2019	10.40%
Discounted operating lease commitments as at 1 April 2019	366
Add: Lease liabilities of lease hold land and regional office not considered in operating lease commitment	817
Lease liabilities as at 1 April 2019	1,183
Current lease liability	186
Non current lease liability	997

a) There are no restrictions or covenants imposed by leases.
b) Refer note 33 for rental expense recorded for short-term leases and low value leases for the year ended 31 March 2020.
c) There are no amounts payable toward variable lease expense recognised for the year ended 31 March 2020.
d) The maturity analysis of lease liabilities are disclosed in note 45.
e) There are no leases which have not yet commenced to which the lessee is committed (if any).

39 Share Based Payment

The Group has five share-based payment schemes for its employees:
2018 Stock Option Plan, 2017 Stock Option Plan, 2016 Stock Option Plan, 2014 Stock Option Plan and 2011 Stock Option Plan ('Group Stock Option Plans') approved by the board. According to the ESOP schemes, the employee selected by the compensation committee from time to time will be entitled to options as per grant letter issued by the committee, subject to satisfaction of prescribed vesting conditions.

The relevant terms of the ESOP schemes are as below:

Plans	**2018 Stock Option Plan Modified**	**2018 Stock Option Plan**	**2017 Stock Option Plan**	**2016 Stock Option Plan**	**2014 Stock Option Plan**	**2011 Stock Option Plan**
Grant Date	16-Aug-19	Multiple	Multiple	Multiple	Multiple	Multiple
Vesting period	Grants will vest in 5 years on quarterly basis which shall commence one year after the date of grant of options	**Time Linked Vesting**: 50 % of grants will vest in 5 years as follows: i) One year from the date of grant, the Options for the first four quarters shall vest immediately. ii) Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant. **2018 Stock Option Plan (modified):** Grants will vest in 5 years on quarterly basis which shall commence one year after the date of grant of options.	**Time Linked Vesting:** 50 % of grants will vest in 5 years as follows: i) One year from the date of grant, the Options for the first four quarters shall vest immediately. ii) Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant.	**Time Linked Vesting:** 5 years on quarterly basis effective from 1 December 2015 on completion of one year from the date of grant, the Options for the first seven quarters shall vest immediately. Thereafter, vesting will continue on quarterly basis for the unvested Options commencing from 1 December 2017. **Performance linked vesting:** The Options shall vest annually and shall be prorated over a period of 3 years from the date of grant and shall be subject to the EBITDA achieved by the Company for the last completed financial year. The vesting of the Options shall take place at the end of the first anniversary of the date of grant ("Vesting Date") and thereafter on 31 March 2018 and 31 March 2019 or at a later date when the audited financial statements of the Company are available.	**Time Linked Vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option	**Time Linked Vesting:** 5 years from the grant date
Exercise period	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting
Exercise price	INR 400	INR 415	INR 340	INR 205	INR 100 or 131	INR 100
Settlement type	Equity Settled	Equity Settled	Equity Settled	Equity Settled	Equity Settled	Equity Settled

The details of options outstanding under the ESOP schemes are summarized below:

Particulars	**Number of options (in million)**	
	2019-20	**2018-19**
Outstanding at the beginning of the period	19	21
Granted during the period	1	1
Forfeited during the period	2	0
Exercised during the period	-	3
Outstanding at the end of the period	18	19
Exercisable at the end of the period	9	9

- The weighted average exercise price of these options outstanding was INR 280 for the year ended 31 March 2020 (31 March 2019: INR 258).
- The weighted average exercise price of these options granted during the year was INR 400 for the year ended 31 March 2020 (31 March 2019: INR 415)
- There are no options exercised during the current period. The weighted average exercise price of options exercised during 31 March 2019: INR 205.
- The weighted average exercise price of these options forfeited during the period was INR 189 for the year ended 31 March 2020 (31 March 2019 INR. 290).
- The weighted average exercise price of excercisable options was INR 206 for the period ended 31 March 2020 (31 March 2019: INR 178).

Particulars	**2019-20**	**2018-19**
Dividend yield (%)	2.9%	1.5%
Expected volatility (%)	23%	15%
Risk–free interest rate (%)	6.53%	7.70% - 8.12%
Weighted average remaining contractual life	6.30 years	6.86 years
Weighted average remaining contractual life of options granted	9.37 years	9.47 years

The fair value of share options granted is estimated at the date of grant using an appropriate valuation model, taking into account the terms and conditions upon which the share options were granted.

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40 The Group, in addition to the Parent Company, comprises of the following entities:

Sl.No	Name of Companies	Holding Company	Country of Incorporation	31 March 2020	31 March 2019
1.	ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited	India	100%	100%
2.	ReNew Solar Power Private Limited^	ReNew Power Private Limited	India	100%	100%
3.	ReNew Wind Energy (MP) Private Limited	ReNew Power Private Limited	India	100%	100%
4.	ReNew Wind Energy (Varekarwadi) Private Limited	ReNew Power Private Limited	India	100%	100%
5.	ReNew Wind Energy Delhi Private Limited	ReNew Power Private Limited	India	100%	100%
6.	ReNew Wind Energy (Jamb) Private Limited	ReNew Power Private Limited	India	100%	100%
7.	ReNew Wind Energy (Devgarh) Private Limited	ReNew Power Private Limited	India	100%	100%
8.	ReNew Wind Energy (AP) Private Limited*	ReNew Power Private Limited	India	66%	67%
9.	Narmada Wind Energy Private Limited	ReNew Power Private Limited	India	100%	100%
10.	ReNew Wind Energy (Sipla) Private Limited	ReNew Power Private Limited	India	100%	100%
11.	ReNew Solar Energy (Jharkhand One) Private Limited^	ReNew Solar Power Private Limited	India	100%	100%
12.	ReNew Solar Energy (Jharkhand Three) Private Limited*	ReNew Solar Power Private Limited	India	51%	100%
13.	ReNew Solar Energy (Jharkhand Four) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
14.	ReNew Solar Energy (Jharkhand Five) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
15.	ReNew Wind Energy (Karnataka Two) Private Limited	ReNew Power Private Limited	India	100%	100%
16.	Abaha Wind Energy Developers Private Limited	ReNew Power Private Limited	India	100%	100%
17.	ReNew Solar Energy Private Limited^	ReNew Power Private Limited	India	100%	100%
18.	ReNew Wind Energy (TN) Private Limited	ReNew Power Private Limited	India	100%	100%
19.	ReNew Wind Energy (Budh 3) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
20.	ReNew Wind Energy (MP One) Private Limited	ReNew Power Private Limited	India	100%	100%
21.	ReNew Solar Energy (Telangana) Private Limited*	ReNew Solar Power Private Limited	India	51%	51%
22.	ReNew Power Services Private Limited^$	ReNew Power Private Limited	India	100%	100%
23.	ReNew Solar Energy (Karnataka Two) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
24.	ReNew Wind Energy (Shivpur) Private Limited	ReNew Power Private Limited	India	100%	100%
25.	ReNew Wind Energy (Karnataka) Private Limited*	ReNew Power Private Limited	India	64%	65%
26.	ReNew Wind Energy (Karnataka 3) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
27.	ReNew Wind Energy (AP Five) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
28.	ReNew Saur Urja Private Limited	ReNew Solar Power Private Limited	India	100%	100%
29.	Bhumi Prakash Private Limited	ReNew Solar Power Private Limited	India	100%	100%
30.	Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited	India	100%	100%
31.	ReNew Saur Shakti Private Limited (Formerly known as Surya Prakash Urja Bhoomi Private Limited)	ReNew Solar Power Private Limited	India	100%	100%
32.	ReNew Agni Power Private Limited (Formerly known as Bhanu Dhara Kiran Private Limited)	ReNew Solar Power Private Limited	India	100%	100%
33.	ReNew Mega Solar Power Private Limited (Formerly known as Sun Season Private Limited)*	ReNew Solar Power Private Limited	India	51%	51%
34.	ReNew Wind Energy (Rajasthan 2) Private Limited	ReNew Power Private Limited	India	100%	100%
35.	ReNew Wind Energy (MP Two) Private Limited	ReNew Power Private Limited	India	100%	100%
36.	ReNew Wind Energy (Jath Three) Private Limited	ReNew Power Private Limited	India	100%	100%
37.	ReNew Wind Energy (Karnataka 4) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
38.	ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
39.	ReNew Wind Energy (MP Four) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
40.	ReNew Wind Energy (AP2) Private Limited	ReNew Power Private Limited	India	100%	100%
41.	ReNew Wind Energy (Orissa) Private Limited	ReNew Power Private Limited	India	100%	100%
42.	ReNew Wind Energy (AP 4) Private Limited	ReNew Power Private Limited	India	100%	100%
43.	ReNew Wind Energy (Jadeswar) Private Limited	ReNew Power Private Limited	India	100%	100%
44.	ReNew Wind Energy (Welturi) Private Limited	ReNew Power Private Limited	India	100%	100%
45.	ReNew Solar Services Private Limited^$ (Formerly known as ReNew Wind Energy (Vaspet 4) Private Limited)	ReNew Solar Energy Private Limited	India	100%	100%
46.	ReNew Solar Energy (Rajasthan) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
47.	ReNew Wind Energy (Vaspet 5) Private Limited	ReNew Power Private Limited	India	100%	100%
48.	ReNew Solar Energy (Karnataka) Private Limited*	ReNew Solar Power Private Limited	India	100%	51%
49.	ReNew Wind Energy (TN 2) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
50.	ReNew Wind Energy (Rajkot) Private Limited	ReNew Power Private Limited	India	100%	100%
51.	ReNew Wind Energy (Rajasthan) Private Limited	ReNew Power Private Limited	India	100%	100%
52.	ReNew Akshay Urja Limited (Formerly known as ReNew Akshay Urja Private Limited)*	ReNew Solar Power Private Limited	India	56%	56%
53.	ReNew Wind Energy (Jath) Limited (Formerly known as ReNew Wind Energy (Jath) Private Limited)	ReNew Power Private Limited	India	100%	100%
54.	ReNew Wind Energy (Rajasthan One) Private Limited	ReNew Power Private Limited	India	100%	100%
55.	ReNew Wind Energy (Rajasthan 3) Private Limited	ReNew Power Private Limited	India	100%	100%
56.	ReNew Solar Energy (TN) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
57.	ReNew Wind Energy (Karnataka Five) Private Limited	ReNew Power Private Limited	India	100%	100%
58.	ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
59.	ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited	India	100%	100%
60.	ReNew Clean Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
61.	ReNew Distributed Solar Energy Private Limited^	ReNew Solar Energy Private Limited	India	100%	100%
62.	ReNew Distributed Solar Services Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
63.	ReNew Distributed Solar Power Private Limited^	ReNew Solar Energy Private Limited	India	100%	100%
64.	ReNew Surya Mitra Private Limited*^	ReNew Solar Energy Private Limited	India	1%	100%
65.	ReNew Surya Prakash Private Limited^	ReNew Solar Energy Private Limited	India	100%	100%
66.	ReNew Saur Vidyut Private Limited^	ReNew Solar Energy Private Limited	India	100%	100%
67.	ReNew Solar Daylight Energy Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
68.	ReNew Solar Sun Flame Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
69.	ReNew Power Singapore Pte. Ltd.	ReNew Power Private Limited	Singapore	100%	100%
70.	Abha Sunlight Private Limited	ReNew Solar Power Private Limited	India	100%	100%

71.	Nokor Solar Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
72.	Izra Solar Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
73.	Zorya Solar Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
74.	Vivasvat Solar Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
75.	Nokor Bhoomi Private Limited	ReNew Solar Power Private Limited	India	100%	100%
76.	Akhilagya Solar Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
77.	Adyah Solar Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
78.	ReNew Transmission Ventures Private Limited	ReNew Power Private Limited	India	100%	100%
79.	Helios Infratech Private Limited	ReNew Power Private Limited	India	100%	100%
80.	Shruti Power Projects Private Limited	ReNew Power Private Limited	India	100%	100%
81.	Lexicon Vanijya Private Limited	ReNew Solar Power Private Limited	India	100%	100%
82.	Symphony Vyapaar Private Limited	ReNew Solar Power Private Limited	India	100%	100%
83.	Star Solar Power Private Limited	ReNew Solar Power Private Limited	India	100%	100%
84.	Sungold Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
85.	ReNew Energy Services Private Limited (formerly known as Sunsource Energy Services Private Limited)	ReNew Solar Energy Private Limited	India	100%	100%
86.	Molagavalli Renewable Private Limited	ReNew Power Private Limited	India	100%	100%
87.	ReNew Vayu Urja Private Limited (Formerly known as KCT Renewable Energy Private Limited)	ReNew Power Private Limited	India	100%	100%
88.	Rajat Renewables Limited	ReNew Power Private Limited	India	100%	100%
89.	Kanak Renewables Limited	ReNew Power Private Limited	India	100%	100%
90.	Bidwal Renewable Private Limited	ReNew Power Private Limited	India	100%	100%
91.	Pugalur Renewable Private Limited	ReNew Power Private Limited	India	100%	100%
92.	Aalok Solarfarms Limited #	Ostro Energy Private Limited	India	75%	49%
93.	Abha Solarfarms Limited #	Ostro Energy Private Limited	India	75%	49%
94.	AVP Powerinfra Private Limited	Ostro Energy Private Limited	India	100%	100%
95.	Badoni Power Private Limited	Ostro Energy Private Limited	India	100%	100%
96.	Heramba Renewables Limited #	Ostro Energy Private Limited	India	75%	49%
97.	Ostro Alpha Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
98.	Ostro Anantapur Private Limited	Ostro Energy Private Limited	India	100%	100%
99.	Ostro Andhra Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
100.	Ostro AP Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
101.	Ostro Bhesada Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
102.	Ostro Dakshin Power Private Limited	Ostro Energy Private Limited	India	100%	100%
103.	Ostro Dhar Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
104.	Ostro Jaisalmer Private Limited	Ostro Energy Private Limited	India	100%	100%
105.	Ostro Kannada Power Private Limited	Ostro Energy Private Limited	India	100%	100%
106.	Ostro Kutch Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
107.	Ostro Madhya Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
108.	Ostro Mahawind Power Private Limited	Ostro Energy Private Limited	India	100%	100%
109.	Ostro Raj Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
110.	Ostro Rann Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
111.	Ostro Renewables Private Limited	Ostro Energy Private Limited	India	100%	100%
112.	Ostro Urja Wind Private Limited	Ostro Energy Private Limited	India	100%	100%
113.	Prathamesh Solarfarms Limited	Ostro Energy Private Limited	India	100%	100%
114.	Shreyas Solarfarms Limited #	Ostro Energy Private Limited	India	75%	49%
115.	Ostro Energy Private Limited	ReNew Power Services Private Limited	India	100%	100%
116.	Zemira Renewable Energy Limited	ReNew Power Private Limited	India	100%	100%
117.	ReNew Americas Inc.	ReNew Power Private Limited	United States of America	100%	100%
118.	Auxo Solar Energy Private Limited	Renew Wind Energy (TN) Private Limited	India	100%	100%
119.	ReNew Power International Limited	ReNew Power Private Limited	United Kingdom	100%	100%
120.	Zorya Distributed Power Services Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
121.	ReNew Cleantech Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
122.	ReNew Sun Ability Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
123.	ReNew Mega Light Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
124.	ReNew Sun Waves Private Limited	ReNew Solar Energy (Jharkhand Four) Private Limited	India	100%	100%
125.	ReNew Sun Flash Private Limited	ReNew Solar Energy Private Limited	India	100%	100%
126.	ReNew Sun Bright Private Limited	ReNew Solar Energy (Jharkhand Four) Private Limited	India	100%	100%
127.	ReNew Sun Energy Private Limited	ReNew Solar Power Private Limited	India	100%	100%
128.	Auxo Sunlight Private Limited^	ReNew Solar Power Private Limited	India	100%	100%
129.	ReNew Services Private Limited	ReNew Power Private Limited	India	100%	NA
130.	ReNew Sun Power Private Limited	ReNew Solar Power Private Limited	India	100%	NA
131.	ReNew Mega Urja Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
132.	ReNew Mega Spark Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
133.	ReNew Mega Green Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
134.	ReNew Green Energy Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
135.	ReNew Green Power Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
136.	Greenyana Sunstream Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
137.	Renew Vyoman Power Private Limited	ReNew Power Private Limited	India	100%	NA
138.	Renew Vyoman Energy Private Limited	ReNew Power Private Limited	India	100%	NA
139.	Renew Vyan Shakti Private Limited	ReNew Power Private Limited	India	100%	NA

140.	Shekhawati Solar Park Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
141.	Renew Green Solutions Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
142.	Renew Surya Roshni Private Limited	ReNew Solar Energy Private Limited	India	100%	NA
143.	Renew Solar Urja Private Limited	ReNew Solar Power Private Limited	India	100%	NA
144.	Renew Surya Ojas Private Limited	ReNew Solar Power Private Limited	India	100%	NA
145.	Renew Surya Vihaan Private Limited	ReNew Solar Power Private Limited	India	100%	NA

All the group companies listed above are engaed in generation of power through non-conventional and renewable energy sources except for ReNew Wind Energy (Jamb) Private Limited which is purely engaged in providing Engineering Procurement and Construction (“EPC”) services and ReNew Services Private Limited which is purely engaged in providing Operation and maintenance services

^ These companies are also engaged in providing Engineering Procurement and Construction (“EPC”) services apart from generation of power through non-conventional and renewable energy sources.

$These companies are engaged in provisding services for operation and management

* The remaining stakeholders in the respective entities have protective rights only. The group has evaluated that it has ability to use its power over the entities which entitile group to exposure/rights to variable returns, hence these have been accounted as subsidiaries in these consolidated financial statements of the group.

# These entities are under joint control and have been accounted for as equity method .

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41 Related party disclosure

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 year and description of relationship as identified by the management are:-

I. Key management personnel or relatives of key management personnel:

Mr. Sumant Sinha, Chairman and Managing Director
Mr. Ravi Seth, Chief Financial Officer (till 2 September 2019)
Mr. D Muthukumaran (from 3 September 2019)
Mr. Ashish Jain, Company Secretary and Compliance Officer
Mr. Parag Sharma, Chief Operating Officer and head of solar business (from 26 April 2018 till 1 November 2019)
Mr. Balram Mehta, President of wind business (till 8 November 2019)
Mr. Ravi Parmeshwar, Chief Human Resource Officer (till 8 November 2019)
Mrs. Vaishali Nigam Sinha, CSR and Communication Officer

II. Enterprise owned or significantly influenced by key management personnel or their relatives:

Cognisa Investment
Wisemore Advisory Private Limited
ReNew Foundation

III. Enterprise under joint control:

Prathamesh Solarfarms Limited (till 30 January 2019)
Heramba Renewables Limited
Aalok Solarfarms Limited
Shreyas Solarfarms Limited
Abha Solarfarms Limited

IV. Remuneration to key managerial personnel (KMP):

	For the year ended	
	31-Mar-20	**31-Mar-19**
Remuneration to key managerial personnel	413	456

Above remuneration includes share based payment of INR 179 (31 March 2019: INR 241) and gratuity and leave encashment expense of INR 15 (31 March 2019: INR 17)

V. Transactions and balances with enterprises under joint control:

Transactions during the year end	**Prathamesh Solarfarms Limited**		**Heramba Renewables Limited**	
	31 March 2020	**31 March 2019**	**31 March 2020**	**31 March 2019**
Unsecured loan received	-	729	-	84
Unsecured loan repaid	-	156	11	15
Interest expense on unsecured loan received	-	10	5	1
Expenses incurred on behalf of the related party	-	3	0	-
Expenses incurred on behalf by the related party	-	0	-	-
Income from management shared services	-	13	5	5
Income from operation & maintenance services			5	-
Interest income on compulsorily convertible debentures	-	-	21	-
'Others (refer note)	-	385	-	-
Bank guarantee released from project lender(s)	-	193	-	-

Transactions during the year end	**Aalok Solarfarms Limited**		**Shreyas Solarfarms Limited**	
	31 March 2020	**31 March 2019**	**31 March 2020**	**31 March 2019**
Unsecured loan given	-	-	-	5
Unsecured loan received	-	42	-	84
Unsecured loan repaid	7	5	12	13
Expenses incurred on behalf of the related party	-	0	0	-
Expenses incurred on behalf by the related party	-	-	-	0
Interest income on unsecured loan given	-	0	0	-
Income from operation & maintenance services	3	-	5	-
Interest expense on unsecured loan received	2	0	5	1
Interest income on compulsorily convertible debentures	12	-	23	-
Income from management shared services	3	2	5	5

Transactions during the year end	**Abha Solarfarms Limited**	
	31 March 2020	**31 March 2019**
Unsecured loan received	43	-
Interest expense on unsecured loan received	3	-
Expenses incurred on behalf of the related party	0	3
Expenses incurred on behalf by the related party	-	0
Income from operation & maintenance services	3	-
Income from management shared services	3	2
Interest income on compulsorily convertible debentures	11	-

Balances as on year end	**Prathamesh Solarfarms Limited**		**Heramba Renewables Limited**	
	31 March 2020	**31 March 2019**	**31 March 2020**	**31 March 2019**
Trade receivable	-	-	11	6
Recoverable from related party	-	-	3	3
Unsecured loan payable	-	-	58	69
Interest expense accrued on unsecured loan payable	-	-	5	1
Unbilled operation & maintenance revenue			6	-
Interest accrued on compulsorily convertible debentures	-	-	19	-
Corporate guarantee outstanding to project lender(s)	-	-	148	148

Balances as on year end	**Aalok Solarfarms Limited**		**Shreyas Solarfarms Limited**	
	31 March 2020	**31 March 2019**	**31 March 2020**	**31 March 2019**
Trade receivable	6	3	12	6
Unsecured loan payable	30	37	59	71
Unsecured loan receivable	-	-	5	5
Unbilled operation & maintenance revenue	3	-	6	-
Interest expense accrued on unsecured loan payable	3	0	5	1
Interest income accrued on unsecured loan receivable	-	-	0	0
Interest accrued on compulsorily convertible debentures	11	-	21	-
Recoverable from related party	3	3	3	2
Corporate guarantee outstanding to project lender(s)	74	74	148	148

Balances as on year end	**Abha Solarfarms Limited**	
	31 March 2020	**31 March 2019**
Trade receivable	6	3
Trade payable	0	0
Unbilled operation & maintenance revenue	3	-
Interest expense accrued on unsecured loan payable	3	-
Unsecured loan payable	43	-
Recoverable from related party	6	6
Interest accrued on compulsorily convertible debentures	10	-
Corporate guarantee outstanding to project lender(s)	74	74

VI. Transactions with other related parties:

Transactions during the year end	**ReNew Foundation**	
	31 March 2020	**31 March 2019**
Contribution for CSR activities	3	0

42 Segment information

The Chairman and Managing Director of ReNew Power Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Group discloses segment information in a manner consistent with internal reporting to Chairman and Managing Director. The Group entities have segments based on type of business operations. The reportable segments of Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The Group entities does not operate in more than one geographical segment. The Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balance for each reportable segment is not reviewed by or provided to the CODM.

Particulars	For the year ended 31 March 2020			For the year ended 31 March 2019		
	Wind Power	Solar Power	Total	Wind Power	Solar Power	Total
Revenue from operations	31,803	16,598	48,401	29,480	13,637	43,117
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**31,803**	**16,598**	**48,401**	**29,480**	**13,637**	**43,117**
Other income (other than interest income)	2,977	594	3,572	3,701	636	4,337
Total	**34,780**	**17,193**	**51,972**	**33,181**	**14,273**	**47,454**
Add: Unallocable income	-	-	1,245	-	-	448
Total Income	**34,780**	**17,193**	**53,217**	**33,181**	**14,273**	**47,902**
Less: Employee benefits and other expenses	4,067	2,889	6,956	3,530	1,140	4,670
Less: Unallocable expenses			1,557	-	-	1,620
Total Expenses	**4,067**	**2,889**	**8,513**	**3,530**	**1,140**	**6,290**
Earning before interest, tax, depreciation and amortization (EBITDA)	**30,713**	**14,304**	**44,704**	**29,652**	**13,134**	**41,612**
Depreciation and amortization expense (net)			14,819			12,459
Finance costs			33,542			26,811
Profit before tax			**(3,657)**			**2,342**

The revenues from four major customers amounts to INR 23,312 (31 March 2019: INR 19,970) each of which contributes more than 10% of the total revenue of the Group. Out of these, revenues from Wind Segment amounts to INR 15,982 (31 March 2019: INR 13,770) and Solar Segment amounts to INR 7,330 (31 March 2019: INR 6,200).

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43 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the group:

	31 March 2020		31 March 2019	
	Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets				
Measured at amortised cost				
Security deposits	131	131	92	92
Bank deposits with remaining maturity for more than twelve months	142	142	92	92
Trade receivables	26,071	26,071	19,276	19,276
Cash and cash equivalent	13,089	13,089	10,115	10,115
Bank balances other than cash and cash equivalent	31,203	31,203	15,385	15,385
Advances recoverable	233	233	221	221
Interest accrued on fixed deposits	607	607	396	396
Government grant receivable	1,749	1,749	1,428	1,428
Loans to related parties	5	5	5	5
Interest accrued on loans to related parties	0	0	0	0
Recoverable from related parties	15	15	14	14
Other current financial assets	53	53	92	92
Measured at FVTPL				
Investments-non current, unquoted debt securities	624	624	408	408
Measured at FVOCI				
Derivative instruments	8,718	8,718	774	774
Financial liabilities				
Measured at amortised cost				
Non Convertible Debentures	45,211	45,211	63,194	63,194
Term loan from bank	53,924	53,924	84,739	84,739
Term loan from financial institutions	92,489	92,489	49,674	49,674
Compulsorily convertible debentures	553	553	692	692
Buyer's / Supplier's credit	-	-	4,269	4,269
Senior secured notes	128,160	128,160	61,855	61,855
Acceptances	-	-	4,904	4,904
Compulsorily convertible preference shares	23,200	23,200	-	-
Interest accrued but not due on borrowings	1,692	1,692	1,319	1,319
Interest accrued but not due on debentures	371	371	448	448
Capital creditors	8,926	8,926	13,109	13,109
Purchase consideration payable	272	272	1,019	1,019
Other payables	109	109	40	40
Short-term borrowings	12,191	12,191	20,657	20,657
Trade payables	3,690	3,690	3,029	3,029
Measured at FVOCI				
Derivative instruments	-	-	895	895

The management of the group assessed that cash and cash equivalents, trade receivables, trade payables, short term borrowings, other current financials liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the fair

i The fair values of the Group’s term loans from financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer’s borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 31 March 2020 was assessed to be insignificant.

ii The fair values of the liability component of compulsory convertible prefrence shares including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 31 March 2020 was assessed to be insignificant.

iii The fair values of the security deposits given are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iv The Group enter into derivative financial instruments with various counterparties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

44 Fair value hierarchy

The Group categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Group’s assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at period end:

		31 March 2020		31 March 2019	
	Level of fair value measurement	**Carrying value**	**Fair value**	**Carrying value**	**Fair value**
Financial assets measured at amortised cost					
Financial Assets (Non Current)					
Security deposits	Level 3	126	126	77	77
Total		**126**	**126**	**77**	**77**
Financial Assets (Current): Others					
Government grant receivable	Level 3	1,749	1,749	1,428	1,428
Loans to related parties	Level 3	5	5	5	5
Recoverable from related parties	Level 3	15	15	14	14
Security deposits	Level 3	5	5	15	15
Total		**1,774**	**1,774**	**1,462**	**1,462**

Measured at fair value through Profit and Loss					
Investments	Level 3	**624**	**624**	**408**	**408**
Measured at fair value through other comprehensive income					
Derivative instruments	Level 2	**8,718**	**8,718**	**774**	**774**
Financial liabilities measured at amortised cost					
Long-term borrowings					
Non convertible debentures	Level 3	45,211	45,211	63,194	63,194
Compulsorily convertible debentures	Level 3	553	553	692	692
Term loan from bank	Level 3	53,924	53,924	84,739	84,739
Term loan from financial institutions	Level 3	92,489	92,489	49,674	49,674
Buyer's / Supplier's credit	Level 3	-	-	4,269	4,269
Acceptances	Level 3	-	-	4,904	4,904
Compulsorily convertible preference shares	Level 3	23,200	23,200	-	-
Senior secured notes	Level 3	128,160	128,160	61,855	61,855
Total		**344,923**	**344,923**	**269,327**	**269,327**
Measured at fair value through Other comprehensive income					
Derivative instruments	Level 2	**-**	**-**	**895**	**895**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at fair value through profit & loss			
Investments	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial assets measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows
Financial assets measured at amortised cost			
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Government grant receivable	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loans to related parties	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Recoverable from related parties	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows
Financial liabilities measured at amortised cost			
Non convertible debentures	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Compulsorily convertible debentures	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from bank	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from financial institutions	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Acceptances	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Buyer's / Supplier's credit (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Senior secured notes	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Compulsorily convertible preference shares	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

45 Financial Risk Management objectives and policies

The financial liabilities comprise loans and borrowings, derivative liabilities, trade payable and other financial liabilities.
The main purpose of these financial liabilities is to finance the Group's operations. The Group's principal financial assets include loans, derivative assets, trade receivables, cash and cash equivalents and other financial assets. The Group is exposed to market risk, credit risk and liquidity risk. The Group's senior management oversees the management of these risks. The Company's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Company. These committees provides assurance to the Company's senior management that the Company's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each of these risks, which are summarised below:

Market Risk

Market risk is the risk that the Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk. Financial instruments affected by market risk include loans and borrowings, deposits and derivative financial instruments.

The sensitivity analyses in the following sections relate to the position as at 31 March 2020 and 31 March 2019. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 31 March 2020.

(i) Interest rate Risk:

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Group believes that the exposure of Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Group also monitors the changes in interest rates and actively re finances its debt obligations to achieve an optimal interest rate exposure.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. floating interest rate borrowings in INR and USD. Interest rate sensitivity has been calculated for borrowings with floating rate of Interest. For borrowings with fixed rate of interest sensitivity disclosure has not been made. With all other variables held constant, the Group's profit before tax is affected through the impact on financial liabilities, as follows:

	31 March 2020		31 March 2019	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+615	+/(-)50	(-)/+499
US dollar	-	-	+/(-)60	(-)/+3

	31 March 2020		31 March 2019	
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+397	+/(-)50	(-)/+228
US dollar	-	-	+/(-)60	(-)/+1

The assumed movement in basis points for the interest rate sensitivity analysis is based on the currently observable market environment. Though there is exposure on account of Interest rate movement as shown above but the Group minimises the foreign currency (US dollar) interest rate exposure through derivatives and INR interest rate exposure through re-financing.

(ii) Foreign Currency Risk:

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Group is exposed to foreign currency risk arising from imports of goods in US dollars. The Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit by using foreign currency swaps and forward contracts. The Group has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives and foreign currency loan. The Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Group does not undertake any speculative transaction.

Foreign currency sensitivity

The following tables demonstrate the sensitivity to a reasonably possible change in USD and INR exchange rates, with all other variables held constant. The impact on the group's profit before tax is due to changes in the fair value of monetary liabilities comprising of buyer's/supplier's credit in US dollars. The impact on the group's pre-tax equity is due to changes in the fair value of cross-currency interest-rate swaps (CCIRS) designated as cash flow hedges. The group's exposure to foreign currency changes for all other currencies is not material.

	31 March 2020		31 March 2019	
Change in USD rate	5%	-5%	5%	-5%
Effect on profit before tax	-	-	(23)	23

(iii) Credit Risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Group is exposed to credit risk from their operating activities (primarily trade receivables) and from its financing activities but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities.

Further the group sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2020 and 31 March 2019 is the carrying amount of all the financial assets.

Trade Receivables

Customer credit risk is managed basis established policies of Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The Group does not hold collateral as security. The group has majorly state utilities/government entities as its customers with high credit worthiness and therefore the group does not see any significant risk related to credit.

The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by Group's treasury department. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the Group, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

(iv) Liquidity Risk

Liquidity risk is the risk that the Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the Group to manage liquidity is to ensure, as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The Group has access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind and solar power plants and related assets. The Group's non-recourse financing is designed to limit default risk and is a combination of fixed and variable interest rate instruments. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of group based on contractual undiscounted payments:

As at 31 March 2020	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings (Other than preference shares)#						
Unlisted redeemable, non cumulative and non convertible debentures*	-	-	-	35,647	18,903	54,550
Compulsorily convertible debentures	-	-	65	261	745	1,071
Term loan from banks*	-	-	-	26,152	52,337	78,489
Loans from financial institutions*	-	-	-	53,874	119,986	173,860
Senior secured notes*	-	-	-	130,525	23,088	153,613
Short term borrowings						
Acceptances (secured)	-	293	310	-	-	603
Loan from related party (unsecured)	190	-	-	-	-	190
Loan from body corporate (unsecured)	43	-	-	-	-	43
Buyer's / Supplier's credit (secured)	-	583	3,927	-	-	4,509
Working capital term loan (secured)	-	5,630	-	-	-	5,630
Loan from bank (secured)	-	1,230	-	-	-	1,230
Lease liabilities		104	148	767	3,312	4,332
Other financial liabilities						
Current maturities of long term borrowings*	-	10,983	37,001	-	-	47,984
Interest accrued but not due on borrowings	-	537	1,156	-	-	1,692
Interest accrued but not due on debentures	-	242	129	-	-	371
Derivative instruments	-	-	-	-	-	-
Capital creditors	-	8,926	-	-	-	8,926
Purchase consideration payable	-	272	-	-	-	272
Trade payables						
Trade payables	-	3,690	-	-	-	3,690

* Including future interest payments.

#The Company has issued Compulsorily convertible preference shares, which are mandatorily convertible into equity shares. These CCPS are excluded from maturity profile of financial liabilities since there is no cash outlow involved.

As at 31 March 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Unlisted redeemable, non cumulative and non convertible debentures*	-	-	-	56,175	24,706	80,881
Compulsorily convertible debentures	-	-	-	-	692	692
Term loan from banks*	-	-	-	54,237	81,868	136,104
Loans from financial institutions*	-	-	-	28,978	70,368	99,345
Senior secured notes*	-	-	-	79,528	-	79,528
Acceptances	-	-	-	4,904	-	4,904
Short term borrowings						
Loans from related party		-	-	-	-	-
Acceptances	-	3,535	5,481	-	-	9,016
Loan from related party (unsecured)	177	-	-	-	-	177
Loan from body corporate	41	-	-	-	-	41
Buyer's / Supplier's credit	-	-	3,625	-	-	3,625
Working capital term loan (secured)	-	3,970	3,846	-	-	7,816
Other financial liabilities						
Current maturities of long term borrowings*	-	9,046	31,609	-	-	40,655
Interest accrued but not due on borrowings	-	776	544	-	-	1,319
Interest accrued but not due on debentures	-	331	116	-	-	448
Derivative instruments	-	895	-	-	-	895
Capital creditors	-	13,109	-	-	-	13,109
Purchase consideration payable	-	1,019	-	-	-	1,019
Trade payables						
Trade payables	-	3,029	-	-	-	3,029

* Including future interest payments.

The Group has estimated its ability to service the debt repayment obligations and maintain adequate liquidity for its operations by considering the estimates around expected future cash flows, realization of existing and future receivables, forecasted results and its operational performance. Further, Group is actively engaged in discussions with various lenders for securing funds for its projects in pipeline and refinancing of its existing debt obligations on maturity. Group basis its assessment is confident of generating adequate inflows for meeting its liabilities maturing over next 12 months.

46 Capital management

For the purpose of the capital management, capital includes issued equity capital, compulsorily convertible debentures, compulsorily convertible preference shares, Securities premium and all other equity reserves attributable to the equity holders of the Group. The primary objective of the Group's management is to maximise the shareholder value.

The Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, the Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The Group includes within net debt, interest bearing loans and borrowings and other payables, less cash and short-term deposits. Group systematically evaluates opportunities for managing its assets including that of buying new assets, partially or entirely sell existing assets and potential new joint ventures. Crystallization of any such opportunity shall help the Group in improving the overall portfolio of assets, cash flow management and shareholder returns.

The policy of the Group is to keep the gearing ratio of the power project to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with the industry standard ratio. The current gearing ratios of the various projects in the Group is between 3:1 to 4:1.

In order to achieve this overall objective, the capital management of the Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements.

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2020.

47 Commitments Liabilities and Contingencies
(to the extent not provided for)

(i) Contingent liabilities

Description	As at 31 March 2020	As at 31 March 2019
Contingent liabilities on account of liquidated damages for delay in project commissioning. The management believes that any amount of liquidated damages to be levied by customer shall be entirely reimbursable from capital vendors of respective projects and from purchase consideration pending to be paid as per the contract clauses, accordingly no amount is provided in consolidated financial statements as of 31 March 2020.	242	-
Contingent liabilities on account of demand received of safeguard duty under custom act for 31 March 2019.	-	327

(ii) Commitments:

Estimated amount of contracts remaining to be executed on capital account and not provided for

At 31 March 2020, the group has capital commitment (net of advances) pertaining to commissioning of wind & solar energy projects of INR 11,955 (31 March 2019: 29,072).

48 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2020	As at 31 March 2019
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year	52	4
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year	Nil	Nil
The amount of interest due and payable for the year of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year; and	2	0
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

49 Corporate social responsibility expenditure

As per Section 135 of the Companies Act, 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on corporate social responsibility (CSR) activities. The areas for CSR activities as follows :-

1) Sanitation & making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para -vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.
7) Sports Training- Sports training camps in community
8) Education facility improvement- Construction of solar power plant in schools

A CSR committee has been formed by the respective Company as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the group during the year is INR 64 (31 March 2019: INR 46).

(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / Acquisition of any asset	-	-	-
Other activities	26	47	73
Total	**26**	**47**	**73**
Previous year*			
Construction / Acquisition of any asset	3	3	6
Other activities	31	16	47
Total	**34**	**19**	**53**

* The amount yet to be paid in previous year has been subsequently paid in current year.

50 Hedging activities and derivatives

Derivatives designated as hedging instruments

The Group uses certain types of derivative financial instruments (viz. forwards contracts, swaps) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction ('Cash flow hedge'). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in Cash flow hedge reserve - a component of Equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the statement of profit and loss within other income / other expenses. The amounts accumulated in Equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in Equity are re-classified to the statement of profit and loss in the years when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the statement of profit and loss within other income / other expenses.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings, buyer's credit and highly probable forecast transactions. Terms of the derivative contracts and their respective impact on OCI and statement of profit and loss is as below:-

-Buyers credit / Suppliers credit (included in long term/short term borrowings)
Pay fixed INR and receive USD and pay fixed interest at 2.27% to 2.51% p.a. and receive a variable interest at 12 month LIBOR plus 0.4% p.a. on the notional amount.

-Loan (included in long term borrowings)
Pay fixed INR and receive USD and pay fixed interest at 8.67% to 10.23% p.a. and receive a variable interest at 3 month LIBOR plus 2.25% to 6 months LIBOR plus 3.05% p.a. on the notional amount.

-Notes (included in long term borrowings)
Pay fixed INR and receive USD and pay fixed interest in INR at 6.06% to 10.74% p.a. and receive a fixed interest in USD at 5.58% p.a to 6.87% p.a on the notional amount.

The cash flow hedges through CCS of USD 301,029,136, COS 1,119,304,936 and Call Spread of USD 299,304,936, Call Option of USD 951,747,401 and forwards of USD 574,549,077 outstanding at the year ended 31 March 2020 were assessed to be highly effective and a mark to market loss of INR 516 (31 March 2019: INR 705) with a deferred tax liability of INR 1675 (31 March 2019: INR 181), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD/CNH.

	31 March 2020		31 March 2019	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Derivative contracts designated as hedging instruments	8,718	-	774	895

Hedge reserve movement	**As at 31 March 2020**	**As at 31 March 2019**
Balance at the beginning (after non controlling interest)	(512)	(271)
Gain/(loss) recognised on cash flow hedges	373	(869)
Gain/(loss) reclassified to profit or loss	8	(5)
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	559	230
Gain/(loss) reclassified to profit or loss as hedged future cash flows are no longer expected to occur	280	295
Income tax relating on cash flow hedges	(1,856)	91
Balance at the end	(1,148)	(529)
Less: Non controlling interest movement	62	17
Balance at the end (after non controlling interest)	(1,086)	(512)

51 Certain subsidiaries companies (the "AP entities") have entered into long-term Power Purchase Agreements ("PPAs") having a cumulative capacity of 777 MWs (wind and solar energy projects) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh ("APDISCOM"). These PPAs have a fixed rate per unit of electricity for the 25-year term. With regard to aforementioned PPAs, certain litigations as described below are currently underway:

1. In terms of the Generation Based Incentive ("GBI") scheme of the Ministry of Renewable Energy ("MNRE"), the AP entities accrue income based on units of power supplied under the aforementioned PPAs. Andhra Pradesh Electricity Regulatory Commission ("APERC") vide its order in July 2018 allowed APDISCOMS to interpret the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulations, 2015 ("Regulations") in a manner to treat GBI as a pass through in the tariff.

The AP entities filed writ petition before the Andhra Pradesh High Court ("AP High Court") challenging the vires of the regulation and the order by APERC and were granted an interim stay order in August 2018. As at 31 March 2020 the cumulative amount recoverable from the APDISCOM pertaining to period from February 2017 till July 2018, included in trade receivables amounts to INR 1,004. The AP entities have filed an interim application in AP High Court seeking payment of amount wrongfully deducted by the APDISCOM.

The management basis legal opinion obtained by it, believes that the GBI benefit is over and above the applicable tariffs and the APERC does not have jurisdiction to interfere with the intent of GBI scheme and therefore the outstanding amount is recoverable and hence no adjustment has been made in the consolidated financial statements in this regard.

2. The Government of Andhra Pradesh (the "GoAP") issued an order (the "GO") dated 1 July 2019 constituting a High-Level Negotiation Committee (the "HLNC") for review and negotiation of tariff for wind and solar energy projects in the state of Andhra Pradesh. Pursuant to the GO, APDISCOM issued letters dated 11 July 2019 and 12 July 2019 to the AP entities, requesting for revision of tariffs entered into in PPAs. The AP entities filed a writ petition on 23 July 2019 before the AP High Court ("AP High Court) challenging the GO and the said letters issued by APDISCOM for renegotiation of tariffs. The AP High Court issued its order dated September 24, 2019 enumerating the following:
a) Writ petition is allowed, and both GO the subsequent letters are set aside.
b) Further, APDISCOM were instructed to honour pending and future bills and pay the same at the interim rate of Rs. 2.44/2.43 per unit.
c) Andhra Pradesh Electricity Regulatory Commission (the "APERC") to dispose off the case within a time frame of six months.

The AP Entities have filed a Writ Appeal before the division bench of the AP High Court challenging the jurisdiction of APERC in entertaining the said matter. Parallelly, the AP Entities have filed another Writ Appeal before the division bench of the AP High Court challenging AP High Court's direction to the APDISCOM to tariff at interim rate.

The AP entities have a net block of INR 49,617 as at March 31, 2020 and have recognised a revenue of INR 6,911 for the year ended 31 March 2020 and have a trade receivable balance of INR 8,945 as on 31 March 2020 from sale of electricity against such PPAs [including an amount of INR 1,004 for GBI receivable as explained in part (1) to the note].

The management basis legal opinion obtained by it, believes that it has strong merits in the case and the final order would be in its favour and hence no adjustment has been made in the consolidated financial statements including provision for expected credit loss and impairment.

52 Break up of investments in entities under joint control is as under -

Name of Companies	Investment as at 31 March 2019	Addition during the year	Share in loss of jointly controlled entity	Investment as at 31 March 2020
Abha Solarfarms Limited				
As at 31 March 2020	84	15	(10)	89
As at 31 March 2019	88	-	(4)	84
Heramba Renewables Limited				
As at 31 March 2020	157	29	(16)	170
As at 31 March 2019	161	-	(5)	157
Aalok Solarfarms Limited				
As at 31 March 2020	85	15	(9)	91
As at 31 March 2019	89	-	(3)	85
Shreyas Solarfarms Limited				
As at 31 March 2020	163	29	(18)	174
As at 31 March 2019	170	-	(7)	163

53 Business combinations

The group have acquired unlisted companies based in India and carrying out business activities relating to generation of power through non-conventional and renewable energy sources, in exchange for cash consideration. The group acquired these entities because management believes that the acquisition would enable the group to strengthen its position in renewable energy sector.

Assets acquired and liabilities assumed
The fair values of the identifiable assets and liabilities as at the date of acquisition were:

Particulars	**For the year ended 31 March 2019**
	Prathamesh Solarfarms Limited
Acquisition date	**30 January 2019**
Segment	**Solar**
Assets	**INR**
Property plant and equipment	3,199
Intangibles (customer contracts)	88
Loans	573
Prepayments - non current	0
Other non-current assets	102
Trade receivables	339
Prepayments - current	1
Cash and cash equivalents	7
Others current financial assets	11
Other current assets	10
Deferred tax assets (net)	51
	4,381
Liabilities	
Long-term borrowings	3,255
Trade payables	30
Other current financial liabilities	221
Other current liabilities	2
	3,508
Total identifiable net assets at fair value	**872**
Goodwill on acquisition	428
Purchase consideration transferred	1,301

Goodwill recognised represents the future economic and synergy benefits arising from assets acquired to strengthen it's position in renewable energy sector. Goodwill is allocated entirely to the solar power plant. None of the goodwill recognised is expected to be deductible for income tax purposes.

The acquisition date fair value of the equity interest held by the Group immediately before the acquisition date was INR 314. The group has recognised INR 77 gain as a result of remeasurment to fair value the equity interest in the entity. The fair value gain has been included in Other income of the group.

From the date of acquisition, acquired entity has contributed in revenue and profit/loss before tax follows:

Particulars	**From the date of acquisition till 31 March 2019**
	Prathamesh Solarfarms Limited
Revenue	168
Profit before tax	27

If the combination had taken place at the beginning of the year, revenue from operations and the loss before tax would have been:

Particulars	**For the year ended 31 March 2019**
	Prathamesh Solarfarms Limited
Revenue	607
Profit before tax	24

Transaction with non-controlling interests

(i) Acquisition of additional interest
On 19 June 2019, the Group acquired an additional 49% interest in the voting shares of ReNew Solar Energy (Karnataka) Private Limited, increasing its ownership interest to 100%. Cash consideration of INR 561 was paid to the non-controlling shareholders.

The carrying value of the net assets of ReNew Solar Energy (Karnataka) Private Limited (excluding goodwill on the original acquisition) was INR 687. The carrying value of the additional interest acquired at the date of acquisition was INR 337.
Following is a schedule of additional interest acquired in ReNew Solar Energy (Karnataka) Private Limited:

Particulars	**ReNew Solar Energy (Karnataka) Private Limited**
Date of transaction with non-controlling interests	**19 June 2019**
Segment	**Solar**
Change in interest (%)	**49.00%**
Assets	**INR**
Carrying value of the additional interest	337
Cash consideration paid to non-controlling shareholders	561
Difference recognised in capital reserve within equity	(224)

(ii) Change in interest without loss of control
On 28th March ,2020, the Group entered into an transaction with GS Engineering & Construction Corp to issue equity equivalent to 49% interest in the voting shares of ReNew Solar Energy (Jharkhand Three) Private Limited, decreasing its ownership interest to 51%. Cash consideration of INR 832 was received from the non-controlling shareholders.

The carrying value of the net assets of ReNew Solar Energy (Jharkhand Three) Private Limited was INR 601.

On 04th March, 2020, the Group entered into an transaction with investors to issue 98.61% interest in the voting shares of ReNew Surya Mitra Private Limited, decreasing its ownership interest to 1.39%. Cash consideration of INR 14 was received from the non-controlling shareholders.

The carrying value of the net assets of ReNew Surya Mitra Private Limited was INR (0).

Following is a schedule of change in interest without loss of control:

Particulars	**ReNew Solar Energy (Jharkhand Three) Private Limited**	**ReNew Surya Mitra Private Limited**
Date of transaction with non-controlling interests	**28 March 2020**	**04 March 2020**
Segment	**Solar**	**Solar**
Change in interest (%)	**(49.00%)**	**(98.61%)**
	INR	**INR**
Carrying value of the interest transferred	1	(0)
Cash consideration received from non-controlling shareholders	832	14
Recognised in non-controlling interests within equity	833	14

54 Additional disclosure as required under Schedule III of Companies Act, 2013:

Name of the entity	As at 31 March 2020		For the year ended 31 March 2020					
	Net Assets		Share in profit or loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount
Parent	**38%**	**71,210**	**51%**	**(2,620)**	**134%**	**(848)**	**61%**	**(3,468)**
Indian subsidiaries								
ReNew Wind Energy (Rajasthan) Private Limited	1%	1,697	(2%)	110	0%	-	(2%)	110
ReNew Wind Energy (Welturi) Private Limited	0%	163	0%	(14)	0%	-	0%	(14)
ReNew Wind Energy (Devgarh) Private Limited	2%	3,265	(5%)	274	37%	(209)	(1%)	64
ReNew Wind Energy (Karnataka) Private Limited	1%	1,471	(0%)	12	0%	-	(0%)	12
ReNew Wind Energy (AP) Private Limited	1%	1,399	(1%)	39	0%	-	(1%)	39
ReNew Wind Energy (Rajkot) Private Limited	1%	1,638	(1%)	46	0%	-	(1%)	46
ReNew Wind Energy (Jath) Limited	1%	1,530	(1%)	55	0%	-	(1%)	55
ReNew Wind Energy (Delhi) Private Limited	0%	866	(2%)	87	0%	-	(2%)	87
ReNew Wind Energy (Shivpur) Private Limited	1%	1,656	6%	(297)	0%	-	5%	(297)
ReNew Wind Energy (Jadeswar) Private Limited	0%	510	(1%)	36	0%	-	(1%)	36
ReNew Wind Energy (Varekarwadi) Private Limited	1%	1,750	1%	(40)	0%	-	1%	(40)
ReNew Wind Energy MP Private Limited	0%	527	(0%)	8	0%	-	(0%)	8
ReNew Wind Energy (AP 3) Private Limited	1%	1,302	(0%)	4	0%	-	(0%)	4
ReNew Wind Energy (MP Two) Private Limited	1%	1,099	(0%)	19	0%	-	(0%)	19
ReNew Wind Energy (Rajasthan One) Private Limited	1%	1,280	0%	(22)	0%	-	0%	(22)
ReNew Wind Energy (Sipla) Private Limited	0%	439	(3%)	168	24%	(137)	(1%)	31
ReNew Wind Energy (Jamb) Private Limited	0%	115	3%	(155)	(1%)	4	3%	(151)
ReNew Wind Energy (Orissa) Private Limited	0%	56	1%	(33)	0%	-	1%	(33)
ReNew Wind Energy (TN) Private Limited	(0%)	(170)	3%	(153)	0%	-	3%	(153)
ReNew Wind Energy (Rajasthan 2) Private Limited	(0%)	(5)	0%	(1)	0%	-	0%	(1)
ReNew Wind Energy (AP 2) Private Limited	3%	4,962	(0%)	5	0%	-	(0%)	5
ReNew Wind Energy (Karnataka Two) Private Limited	(0%)	(12)	0%	(3)	0%	-	0%	(3)
ReNew Wind Energy (Vaspet 5) Private Limited	(0%)	(5)	0%	(0)	0%	-	0%	(0)
ReNew Wind Energy (Jath Three) Private Limited	(0%)	(4)	0%	(0)	0%	-	0%	(0)
ReNew Wind Energy (AP 4) Private Limited	(0%)	(6)	0%	(1)	0%	-	0%	(1)
ReNew Wind Energy (MP One) Private Limited	(0%)	(84)	0%	(5)	0%	-	0%	(5)
ReNew Wind Energy (Karnataka Five) Private Limited	(0%)	(52)	0%	(4)	0%	-	0%	(4)
ReNew Wind Energy (Rajasthan 3) Private Limited	1%	1,773	(4%)	193	67%	(379)	3%	(186)
Narmada Wind Energy Private Limited	0%	677	0%	(2)	0%	-	0%	(2)
Abaha Wind Energy Private Limited	(0%)	(10)	0%	(1)	0%	-	0%	(1)
Helios Infratech Private Limited	0%	721	4%	(221)	16%	(91)	5%	(312)
Shruti Power Private Limited	0%	250	(0%)	18	0%	-	(0%)	18
Molagavalli Renewable Private Limited	0%	677	1%	(52)	0%	-	1%	(52)
KCT Renewable Energy Private Limited	1%	2,216	6%	(310)	0%	-	5%	(310)
Kanak Renewables Limited	(0%)	(101)	1%	(31)	8%	(45)	1%	(76)
Rajat Renewables Limited	(0%)	(33)	0%	(6)	1%	(6)	0%	(12)
Pugalur Renewable Private Limited	1%	979	0%	(11)	0%	-	0%	(11)
Bidwal Renewable Private Limited	0%	844	(0%)	8	0%	-	(0%)	8
Zemira Renewable Energy Limited	0%	48	3%	(177)	0%	-	3%	(177)
ReNew Solar Power Private Limited	8%	15,638	11%	(540)	(55%)	314	4%	(226)
ReNew Solar Energy Private Limited	0%	674	(0%)	15	(0%)	0	(0%)	15
ReNew Solar Energy (Rajasthan) Private Limited	0%	939	1%	(38)	5%	(28)	1%	(67)
ReNew Solar Energy (TN) Private Limited	1%	1,245	(1%)	35	0%	-	(1%)	35
ReNew Solar Energy (Karnataka) Private Limited	0%	886	3%	(129)	0%	-	2%	(129)
ReNew Akshay Urja Limited	1%	1,823	(2%)	88	0%	-	(2%)	88
ReNew Solar Energy (Telangana) Private Limited	1%	1,505	(1%)	74	11%	(65)	(0%)	9
ReNew Saur Urja Private Limited	1%	2,406	(1%)	44	34%	(193)	3%	(149)
ReNew Clean Energy Private Limited	0%	117	1%	(68)	3%	(17)	1%	(84)
ReNew Solar Services Private Limited	0%	52	(0%)	22	0%	-	(0%)	22
ReNew Agni Power Private Limited	0%	26	0%	(8)	(0%)	1	0%	(7)
ReNew Mega Solar Power Private Limited	0%	627	(0%)	18	0%	(1)	(0%)	18
ReNew Saur Shakti Private Limited	1%	1,272	(1%)	74	3%	(15)	(1%)	59
ReNew Solar Energy (Jharkhand One) Private Limited	0%	507	(3%)	131	0%	-	(2%)	131
ReNew Solar Energy (Jharkhand Two) Private Limited	8%	14,459	14%	(722)	0%	(2)	13%	(724)
ReNew Solar Energy (Jharkhand Three) Private Limited	0%	602	(0%)	6	(41%)	235	(4%)	242
ReNew Solar Energy (Jharkhand Four) Private Limited	1%	984	3%	(136)	(4%)	25	2%	(111)
ReNew Solar Energy (Jharkhand Five) Private Limited	0%	443	(0%)	2	(17%)	95	(2%)	97
ReNew Solar Energy (Karnataka Two) Private Limited	0%	560	(0%)	5	0%	-	(0%)	5
ReNew Wind Energy (Karnataka 3) Private Limited	(0%)	(36)	2%	(79)	(1%)	7	1%	(73)
ReNew Wind Energy (MP Four) Private Limited	(0%)	(12)	0%	(2)	(1%)	4	(0%)	2
ReNew Wind Energy (MP Three) Private Limited	(0%)	(49)	1%	(42)	0%	-	1%	(42)
ReNew Wind Energy (Rajasthan Four) Private Limited	(0%)	(29)	0%	(23)	0%	-	0%	(23)
ReNew Wind Energy (Maharashtra) Private Limited	(0%)	(59)	1%	(37)	0%	-	1%	(37)
ReNew Wind Energy (Karnataka 4) Private Limited	(0%)	(24)	(0%)	13	0%	(1)	(0%)	12
Bhumi Prakash Private Limited	(0%)	(5)	0%	(12)	(1%)	7	0%	(6)
Tarun Kiran Bhoomi Private Limited	(0%)	(56)	0%	(16)	(0%)	1	0%	(16)
ReNew Wind Energy (AP Five) Private Limited	(0%)	(8)	0%	(2)	0%	-	0%	(2)
Symphony Vyapaar Private Limited	0%	392	0%	(3)	0%	-	0%	(3)
Lexicon Vanijya Private Limited	0%	388	(0%)	2	0%	-	(0%)	2
Star Solar Power Private Limited	0%	167	(0%)	2	0%	-	(0%)	2
Sungold Energy Private Limited	0%	166	(0%)	1	0%	-	(0%)	1
ReNew Wind Energy (Budh 3) Private Limited	0%	297	3%	(153)	2%	(11)	3%	(165)
ReNew Wind Energy (TN 2) Private Limited	1%	1,654	(1%)	69	7%	(42)	(0%)	28

Name of the entity	Net Assets		Share in profit or loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount
ReNew Distributed Solar Services Private Limited	0%	50	0%	(1)	0%	-	0%	(1)
ReNew Distributed Solar Energy Private Limited	0%	54	0%	(5)	0%	-	0%	(5)
ReNew Distributed Solar Power Private Limited	0%	45	0%	(6)	0%	-	0%	(6)
ReNew Surya Mitra Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
ReNew Surya Prakash Private Limited	0%	58	0%	(3)	0%	-	0%	(3)
ReNew Saur Vidyut Private Limited	0%	109	(0%)	1	0%	-	(0%)	1
SunSource Energy Services Private Limited	0%	44	0%	(1)	0%	-	0%	(1)
ReNew Solar Sun Flame Private Limited	0%	15	0%	(25)	0%	-	0%	(25)
ReNew Solar Daylight Energy Private Limited	(0%)	(1)	0%	(1)	0%	-	0%	(1)
Vivasvat Solar Energy Private Limited	0%	257	0%	(2)	(3%)	19	(0%)	16
Nokor Solar Energy Private Limited	(0%)	(3)	0%	(3)	(3%)	18	(0%)	16
Akhilagya Solar Energy Private Limited	(0%)	(5)	0%	(5)	(3%)	18	(0%)	14
Abha Sunlight Private Limited	(0%)	(2)	0%	(1)	(1%)	3	(0%)	2
Izra Solar Energy Private Limited	(0%)	(4)	0%	(3)	(1%)	4	(0%)	0
Nokor Bhoomi Private Limited	(0%)	(9)	0%	(8)	(1%)	4	0%	(5)
Zorya Solar Energy Private Limited	(0%)	(16)	0%	(15)	(1%)	4	0%	(11)
ReNew Transmission Ventures Private Limited	(0%)	(106)	1%	(64)	0%	-	1%	(64)
Adyah Solar Energy Private Limited	(0%)	(492)	11%	(550)	(8%)	47	9%	(503)
Ostro Energy Private Limited	10%	19,156	(2%)	119	(0%)	0	(2%)	120
Ostro Rann Wind Private Limited	(0%)	(1)	0%	(3)	0%	-	0%	(3)
Ostro Alpha Wind Private Limited	(0%)	(2)	0%	(1)	0%	-	0%	(1)
Ostro Bhesada Wind Private Limited	(0%)	(1)	0%	(0)	0%	-	0%	(0)
Ostro Dakshin Power Private Limited	1%	1,960	(4%)	199	0%	-	(3%)	199
Ostro Dhar Wind Private Limited	(0%)	(3)	0%	(1)	0%	-	0%	(1)
Ostro Kutch Wind Private Limited	1%	1,365	(2%)	118	0%	-	(2%)	118
Ostro Kannada Power Private Limited	(0%)	(3)	0%	(3)	0%	-	0%	(3)
Ostro Raj Wind Private Limited	0%	1	0%	(5)	0%	-	0%	(5)
Ostro Jaisalmer Private Limited	1%	1,482	(2%)	111	0%	-	(2%)	111
Ostro Madhya Wind Private Limited	1%	2,142	(4%)	188	0%	-	(3%)	188
Ostro Mahawind Power Private Limited	0%	638	0%	(11)	0%	-	0%	(11)
Ostro Anantapur Private Limited	1%	1,532	5%	(251)	0%	-	4%	(251)
Ostro Renewables Private Limited	0%	897	(0%)	17	0%	-	(0%)	17
AVP Powerinfra Private Limited	0%	603	(0%)	16	0%	-	(0%)	16
Badoni Power Private Limited	0%	576	0%	(0)	0%	-	0%	(0)
Ostro Andhra Wind Private Limited	1%	1,686	5%	(281)	0%	-	5%	(281)
Ostro AP Wind Private Limited	1%	1,829	5%	(253)	0%	-	4%	(253)
Ostro Urja Wind Private Limited	1%	1,677	(0%)	15	0%	-	(0%)	15
Auxo Solar Energy Private Limited	(0%)	(66)	1%	(65)	0%	-	1%	(65)
Zorya Distributed Power Services Private Limited	(0%)	(1)	0%	(2)	0%	-	0%	(2)
ReNew Cleantech Private Limited	0%	2	(0%)	2	0%	-	(0%)	2
Prathamesh Solarfarms Limited	1%	1,057	(0%)	16	0%	-	(0%)	16
ReNew Mega Light Private Limited	0%	113	0%	(0)	0%	-	0%	(0)
ReNew Sun Waves Private Limited	0%	258	0%	(0)	(45%)	258	(5%)	257
ReNew Sun Flash Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
ReNew Sun Bright Private Limited	0%	252	(0%)	19	(41%)	233	(4%)	251
ReNew Sun Energy Private Limited	0%	110	0%	(3)	(20%)	114	(2%)	110
Auxo Sunlight Private Limited	0%	50	0%	(1)	(9%)	50	(1%)	50
ReNew Sun Ability Private Limited	0%	1	(0%)	1	0%	-	(0%)	1
ReNew Services Private Limited	0%	13	(0%)	13	(0%)	0	(0%)	13
Greenyana Sunstream Private Limited	(0%)	(9)	0%	(8)	0%	-	0%	(8)
Renew Green Solution Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
ReNew Sun Power Private Limited	0%	49	0%	(1)	(9%)	50	(1%)	49
Renew Mega Urja Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
Renew Mega Spark Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
Renew Mega Green Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
ReNew Green Power Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
Renew Green Energy Private Limited	(0%)	(0)	0%	(0)	0%	-	0%	(0)
Renew Solar Urja Private Limited	(0%)	(0)	0%	(0)	0%	-		
Renew Surya Ojas Private Limited	(0%)	(0)	0%	(0)	0%	-		
Renew Vyan Shakti Pvt Ltd	0%	0	0%	(0)	0%	-		
Shekhawati Solar Park Private Limited	(0%)	(0)	0%	-	0%	-		
Renew Vyoman Energy Private Limited	0%	0	0%	(0)	0%	-		
Renew Vyoman Power Private Limited	0%	0	0%	(0)	0%	-		
Renew Surya Vihaan Private Limited	(0%)	(0)	0%	(0)	0%	-		
Renew Surya Roshni Private Limited	(0%)	(0)	0%	(0)	0%	-		
Foreign subsidiaries								
ReNew Power Singapore PTE	(0%)	(3)	0%	(2)	0%	(0)	0%	(2)
ReNew Americas Inc	0%	164	(2%)	100	(1%)	5	(2%)	105
ReNew Power International Limited	0%	101	0%	(2)	(0%)	3	(0%)	0
	100%	**189,806**	**100%**	**(5,140)**	**100%**	**(569)**	**100%**	**(5,708)**

Minority interests in all subsidiaries								
ReNew Wind Energy (Karnataka) Private Limited	-	(91)	-	(107)	-	-	-	(107)
ReNew Wind Energy (AP) Private Limited	-	123	-	15	-	-	-	15
ReNew Solar Energy (Karnataka) Private Limited	-	-	-	-	-	-	-	-
ReNew Akshay Urja Limited	-	1,426	-	69	-	-	-	69
ReNew Solar Energy (Telangana) Private Limited	-	987	-	(170)	-	(64)	-	(234)
ReNew Mega Solar Power Private Limited	-	518	-	18	-	(10)	-	8
Renew Surya Mitra Pvt Ltd	-	14	-	(0)		-		(0)
Renew Solar Energy (Jharkhand Three) Pvt Ltd	-	833	-	(0)		1		1
Entities under joint control								
Prathamesh Solarfarms Limited	-		-		-	-	-	-
Heramba Renewables Limited	-	170	-	(16)	-	-	-	(16)
Aalok Solarfarms Limited	-	91	-	(9)	-	-	-	(9)
Shreyas Solarfarms Limited	-	174	-	(18)	-	-	-	(18)
Abha Solarfarms Limited	-	89	-	(10)	-	-	-	(10)
Adjustments arising out of consolidation	-	(123,047)	-	342	-	11	-	352
Total		**71,094**		**(5,026)**		**(631)**		**(5,657)**

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54 Additional disclosure as required under Schedule III of Companies Act, 2013:

Name of the entity	As at 31 March 2019		For the year ended 31 March 2019					
	Net Assets		Share in profit or loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount
Parent	**43%**	**74,477**	**2%**	**53**	**1%**	**(2)**	**3%**	**52**
Indian subsidiaries								
ReNew Wind Energy (Rajasthan) Private Limited	1%	1,587	8%	179	0%	-	9%	179
ReNew Wind Energy (Welturi) Private Limited	0%	177	0%	7	0%	-	0%	7
ReNew Wind Energy (Devgarh) Private Limited	2%	3,201	(4%)	(93)	(29%)	73	(1%)	(19)
ReNew Wind Energy (Karnataka) Private Limited	1%	1,458	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (AP) Private Limited	1%	1,356	6%	126	0%	-	7%	126
ReNew Wind Energy (Rajkot) Private Limited	1%	1,592	2%	35	0%	-	2%	35
ReNew Wind Energy (Jath) Limited	1%	1,475	5%	105	0%	-	6%	105
ReNew Wind Energy (Delhi) Private Limited	0%	779	3%	60	0%	-	3%	60
ReNew Wind Energy (Shivpur) Private Limited	1%	1,953	1%	23	0%	-	1%	23
ReNew Wind Energy (Jadeswar) Private Limited	0%	474	2%	41	0%	-	2%	41
ReNew Wind Energy (Varekarwadi) Private Limited	1%	1,326	9%	192	0%	-	10%	192
ReNew Wind Energy MP Private Limited	0%	519	(1%)	(13)	0%	-	(1%)	(13)
ReNew Wind Energy (AP 3) Private Limited	1%	1,298	7%	150	0%	-	8%	150
ReNew Wind Energy (MP Two) Private Limited	1%	1,080	4%	77	0%	-	4%	77
ReNew Wind Energy (Rajasthan One) Private Limited	1%	1,302	2%	40	0%	-	2%	40
ReNew Wind Energy (Sipla) Private Limited	0%	408	(8%)	(161)	3%	(7)	(9%)	(168)
ReNew Wind Energy (Jamb) Private Limited	0%	265	(7%)	(144)	0%	(0)	(8%)	(144)
ReNew Wind Energy (Orissa) Private Limited	0%	88	(2%)	(53)	0%	-	(3%)	(53)
ReNew Wind Energy (TN) Private Limited	(0%)	(17)	(1%)	(16)	0%	-	(1%)	(16)
ReNew Wind Energy (Rajasthan 2) Private Limited	(0%)	(4)	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (AP 2) Private Limited	(0%)	(14)	(1%)	(15)	0%	-	(1%)	(15)
ReNew Wind Energy (Karnataka Two) Private Limited	(0%)	(9)	(0%)	(7)	0%	-	(0%)	(7)
ReNew Wind Energy (Vaspet 5) Private Limited	(0%)	(4)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Wind Energy (Jath Three) Private Limited	(0%)	(4)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Wind Energy (AP 4) Private Limited	(0%)	(5)	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (MP One) Private Limited	(0%)	(79)	(3%)	(74)	0%	-	(4%)	(74)
ReNew Wind Energy (Karnataka Five) Private Limited	(0%)	(58)	(2%)	(54)	0%	-	(3%)	(54)
ReNew Wind Energy (Rajasthan 3) Private Limited	1%	1,959	(12%)	(252)	(50%)	124	(7%)	(128)
Narmada Wind Energy Private Limited	0%	679	4%	81	0%	-	4%	81
Abaha Wind Energy Private Limited	(0%)	(9)	(1%)	(15)	0%	-	(1%)	(15)
Helios Infratech Private Limited	1%	1,033	12%	256	36%	(89)	9%	167
Shruti Power Private Limited	0%	231	2%	33	0%	-	2%	33
Molagavalli Renewable Private Limited	0%	729	5%	109	0%	-	6%	109
KCT Renewable Energy Private Limited	1%	2,525	3%	74	0%	-	4%	74
Kanak Renewables Limited	(0%)	(25)	(2%)	(51)	(11%)	26	(1%)	(25)
Rajat Renewables Limited	(0%)	(21)	(1%)	(26)	(2%)	4	(1%)	(22)
Pugalur Renewable Private Limited	1%	990	(3%)	(65)	0%	-	(3%)	(65)
Bidwal Renewable Private Limited	0%	836	(1%)	(28)	0%	-	(1%)	(28)
Zemira Renewable Energy Limited	0%	225	0%	2	0%	-	0%	2
ReNew Solar Power Private Limited	7%	12,700	(18%)	(379)	99%	(247)	(33%)	(626)
ReNew Solar Energy Private Limited	0%	412	1%	23	(0%)	0	1%	23
ReNew Solar Energy (Rajasthan) Private Limited	0%	635	(1%)	(24)	(11%)	28	0%	4
ReNew Solar Energy (TN) Private Limited	1%	1,209	2%	42	0%	-	2%	42
ReNew Solar Energy (Karnataka) Private Limited	0%	599	(0%)	(8)	0%	-	(0%)	(8)
ReNew Akshay Urja Limited	1%	1,735	4%	77	0%	-	4%	77
ReNew Solar Energy (Telangana) Private Limited	1%	1,495	5%	107	9%	(22)	4%	85
ReNew Saur Urja Private Limited	1%	2,555	3%	75	4%	(9)	3%	65
ReNew Clean Energy Private Limited	0%	201	6%	135	(9%)	23	8%	157
ReNew Solar Services Private Limited	0%	30	1%	15	0%	-	1%	15
ReNew Agni Power Private Limited	0%	33	1%	19	(0%)	0	1%	19
ReNew Mega Solar Power Private Limited	0%	610	1%	19	(2%)	4	1%	23
ReNew Saur Shakti Private Limited	1%	1,213	4%	94	(4%)	10	5%	104
ReNew Solar Energy (Jharkhand One) Private Limited	0%	376	0%	7	0%	-	0%	7
ReNew Solar Energy (Jharkhand Two) Private Limited	4%	6,300	2%	44	(0%)	1	2%	45
ReNew Solar Energy (Jharkhand Three) Private Limited	0%	360	0%	4	0%	-	0%	4
ReNew Solar Energy (Jharkhand Four) Private Limited	1%	1,095	(0%)	(7)	10%	(25)	(2%)	(32)
ReNew Solar Energy (Jharkhand Five) Private Limited	0%	345	0%	3	0%	-	0%	3
ReNew Solar Energy (Karnataka Two) Private Limited	0%	555	7%	146	0%	-	8%	146
ReNew Wind Energy (Karnataka 3) Private Limited	0%	37	1%	19	1%	(3)	1%	16
ReNew Wind Energy (MP Four) Private Limited	(0%)	(14)	0%	10	(2%)	5	1%	15
ReNew Wind Energy (MP Three) Private Limited	(0%)	(7)	(2%)	(32)	(3%)	7	(1%)	(25)
ReNew Wind Energy (Rajasthan Four) Private Limited	(0%)	(5)	(1%)	(18)	(8%)	20	0%	2
ReNew Wind Energy (Maharashtra) Private Limited	(0%)	(22)	(1%)	(24)	(0%)	0	(1%)	(24)
ReNew Wind Energy (Karnataka 4) Private Limited	(0%)	(36)	(0%)	(2)	0%	(1)	(0%)	(3)
Bhumi Prakash Private Limited	0%	0	0%	6	(0%)	1	0%	7
Tarun Kiran Bhoomi Private Limited	(0%)	(41)	(0%)	(0)	(1%)	2	0%	2
ReNew Wind Energy (AP Five) Private Limited	(0%)	(6)	(0%)	(2)	0%	-	(0%)	(2)
Symphony Vyapaar Private Limited	0%	395	1%	11	0%	-	1%	11
Lexicon Vanijya Private Limited	0%	386	1%	11	0%	-	1%	11
Star Solar Power Private Limited	0%	165	0%	3	0%	-	0%	3
Sungold Energy Private Limited	0%	164	0%	3	0%	-	0%	3
ReNew Wind Energy (Budh 3) Private Limited	0%	462	(4%)	(91)	(21%)	52	(2%)	(40)
ReNew Wind Energy (TN 2) Private Limited	1%	1,626	0%	9	40%	(99)	(5%)	(90)

Name of the entity	**Net Assets**		**Share in profit or loss**		**Share in other comprehensive income**		**Share in total comprehensive income**	
	As % of consolidated net assets	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**
ReNew Distributed Solar Services Private Limited	0%	51	0%	2	0%	-	0%	2
ReNew Distributed Solar Energy Private Limited	0%	58	(0%)	(7)	0%	-	(0%)	(7)
ReNew Distributed Solar Power Private Limited	(0%)	(0)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Surya Mitra Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Surya Prakash Private Limited	0%	18	0%	10	0%	-	1%	10
ReNew Saur Vidyut Private Limited	0%	99	1%	23	0%	-	1%	23
SunSource Energy Services Private Limited	0%	45	(0%)	(1)	0%	-	(0%)	(1)
ReNew Solar Sun Flame Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Solar Daylight Energy Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
Vivasvat Solar Energy Private Limited	(0%)	(19)	(0%)	(0)	7%	(19)	(1%)	(19)
Nokor Solar Energy Private Limited	(0%)	(19)	(0%)	(0)	7%	(18)	(1%)	(19)
Akhilagya Solar Energy Private Limited	(0%)	(19)	(0%)	(0)	7%	(18)	(1%)	(19)
Abha Sunlight Private Limited	(0%)	(4)	(0%)	(0)	1%	(3)	(0%)	(4)
Izra Solar Energy Private Limited	(0%)	(4)	(0%)	(0)	2%	(4)	(0%)	(4)
Nokor Bhoomi Private Limited	(0%)	(4)	(0%)	(0)	1%	(4)	(0%)	(4)
Zorya Solar Energy Private Limited	(0%)	(4)	(0%)	(0)	2%	(4)	(0%)	(4)
ReNew Transmission Ventures Private Limited	(0%)	(42)	(2%)	(42)	0%	-	(2%)	(42)
Adyah Solar Energy Private Limited	0%	11	3%	58	19%	(47)	1%	11
Ostro Energy Private Limited	10%	18,332	12%	264	4%	(10)	13%	254
Ostro Rann Wind Private Limited	0%	1	(0%)	(2)	0%	-	(0%)	(2)
Ostro Alpha Wind Private Limited	(0%)	(1)	(0%)	(2)	0%	-	(0%)	(2)
Ostro Bhesada Wind Private Limited	(0%)	(1)	(0%)	(0)	0%	-	(0%)	(0)
Ostro Dakshin Power Private Limited	1%	1,761	10%	206	0%	-	11%	206
Ostro Dhar Wind Private Limited	(0%)	(2)	(0%)	(1)	0%	-	(0%)	(1)
Ostro Kutch Wind Private Limited	1%	1,247	1%	31	0%	-	2%	31
Ostro Kannada Power Private Limited	(0%)	(0)	(0%)	(1)	0%	-	(0%)	(1)
Ostro Raj Wind Private Limited	0%	7	(0%)	(1)	0%	-	(0%)	(1)
Ostro Jaisalmer Private Limited	1%	1,371	5%	111	0%	-	6%	111
Ostro Madhya Wind Private Limited	1%	1,954	20%	420	0%	-	22%	420
Ostro Mahawind Power Private Limited	0%	650	1%	26	0%	-	1%	26
Ostro Anantapur Private Limited	1%	1,531	(5%)	(107)	0%	-	(6%)	(107)
Ostro Renewables Private Limited	1%	880	0%	6	0%	-	0%	6
AVP Powerinfra Private Limited	0%	468	4%	82	0%	-	4%	82
Badoni Power Private Limited	0%	457	3%	63	0%	-	3%	63
Ostro Andhra Wind Private Limited	1%	1,967	1%	16	0%	-	1%	16
Ostro AP Wind Private Limited	1%	2,081	5%	102	0%	-	5%	102
Ostro Urja Wind Private Limited	1%	1,392	6%	135	0%	-	7%	135
Auxo Solar Energy Private Limited	(0%)	(1)	(0%)	(1)	0%	-	(0%)	(1)
Zorya Distributed Power Services Private Limited	0%	0	0%	0	0%	-	0%	0
ReNew Cleantech Private Limited	0%	0	(0%)	(0)	0%	-	(0%)	(0)
Prathamesh Solarfarms Limited	1%	1,041	0%	4	0%	-	0%	4
ReNew Mega Light Private Limited	0%	-	0%	-	0%	-	0%	-
ReNew Sun Waves Private Limited	0%	0	0%	-	0%	-	0%	-
ReNew Sun Flash Private Limited	0%	-	0%	-	0%	-	0%	-
ReNew Sun Bright Private Limited	0%	-	0%	-	0%	-	0%	-
ReNew Sun Energy Private Limited	0%	-	0%	-	0%	-	0%	-
Auxo Sunlight Private Limited	0%	-	0%	-	0%	-	0%	-
Foreign subsidiaries								
ReNew Power Singapore PTE	(0%)	(1)	(0%)	(1)	0%	(0)	(0%)	(1)
ReNew Americas Inc	(0%)	(53)	(5%)	(106)	(0%)	1	(6%)	(105)
ReNew Power International Limited	0%	33	(0%)	(1)	(0%)	1	0%	0
	100%	**174,622**	**100%**	**2,142**	**100%**	**(249)**	**100%**	**1,893**
Minority interests in all subsidiaries								
ReNew Wind Energy (Karnataka) Private Limited	-	28	-	(1)	-	-	-	(1)
ReNew Wind Energy (AP) Private Limited	-	110	-	58	-	-	-	58
ReNew Solar Energy (Karnataka) Private Limited	-	413	-	(7)	-	-	-	(7)
ReNew Akshay Urja Limited	-	1,357	-	60	-	-	-	60
ReNew Solar Energy (Telangana) Private Limited	-	1,220	-	102	-	(21)	-	81
ReNew Mega Solar Power Private Limited	-	501	-	18	-	4	-	22
Entities under joint control								
Prathamesh Solarfarms Limited	-	-	-	(20)	-	-	-	(20)
Heramba Renewables Limited	-	157	-	(5)	-	-	-	(5)
Aalok Solarfarms Limited	-	85	-	(3)	-	-	-	(3)
Shreyas Solarfarms Limited	-	163	-	(7)	-	-	-	(7)
Abha Solarfarms Limited	-	84	-	(4)	-	-	-	(4)
Adjustments arising out of consolidation	-	(102,405)	-	(1,303)	-	17	-	(1,286)
Total		**76,335**		**1,030**		**(250)**		**780**

55 Significant accounting judgments, estimates and assumptions

The preparation of consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgments, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Group based their assumptions and estimates on parameters available when the consolidated financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

A) Accounting Judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, Group is depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 44 and 45 for further disclosures.

Related party transactions

Employee benefit costs and other common expenses are incurred by the Group. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate higher than a return expected from 3-year government bond yield.

Impairment of goodwill - The key assumptions used to determine the recoverable amount for the different CGUs are disclosed and further explained in Note 6.

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56 During the year ended 31 March 2019, distribution companies of the state of Karnataka issued demand notices to captive users (customers of certain Group's subsidiaries) and to the respective captive plants hereinafter refer to as the "SPVs". These notices were issued seeking recovery of cross subsidy surcharge and differential between rate of electricity tax applicable to captive users and non-captive users on the ground that these captive users have not consumed the energy in proportion to their respective shareholding in the SPV, thereby violating Rule 3 of the Electricity Rules, 2005. SPVs had deposited a sum of INR 114 under protest towards fulfilment of demand raised by one of the distribution companies. Thereafter, the SPVs had filed a petition before the Karnataka Electricity Regulatory Commission (the "KERC") contesting these demands. KERC had granted interim relief and stayed the demand notice and disconnection by the distribution companies, subject to the deposit of an amount equal to 25% of the total demand amount of INR 340. The aforesaid payment of INR 114 was considered fulfilment of the condition of deposit imposed by the KERC. The amount paid under protest has been accounted for as recoverable and disclosed under head “Other current assets” in these financial statements.

The Group, based on legal advice obtained, believes that there are merits in its position and that the demand raised by distribution companies would be rescinded by KERC and hence no adjustment has been made in the financial statements in this regard.

57 Due to outbreak of COVID-19 in India and globally, the Group has made initial assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Group is in the business of generation of electricity which is having “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 Group will not be significant. The management does not see any risks in the Group’s ability to continue as a going concern and meeting its liabilities as and when they fall due. For under construction projects, though the physical activities have been constrained and partially impacted, however management does not anticipate any delay in meeting the original timelines and expects that overall completion timelines for respective projects shall be achieved as set out in respective power purchase agreements with customers. Further, Ministry of New and Renewable Energy (MNRE) has issued office memorandum dated April 17, 2020 stating the Time-Extension in Scheduled Commissioning date of RE projects for lockdown time and additional thirty days (30 days) for normalization after the end of such lockdown due to COVID- 19 which further negates any potential risk of liquidated damages. The Group is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

58 Absolute amounts less than INR 500,000 are appearing in the Consolidated Financial Statements as "0" due to presentation in millions.

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:27:48 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:51:22 +05'30'

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:51:48 +05'30'

D Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:02:06 +05'30'

Ashish Jain
(Company Secretary)

Place: Gurugram
Date: 08 June 2020

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Balance Sheet as at 31 March 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2019	As at 31 March 2018
Assets			
Non-current assets			
Property, plant and equipment	6	266,239	238,442
Capital work in progress	6	16,273	7,444
Goodwill	7	11,381	10,953
Intangible assets	7	25,677	25,208
Intangible assets under development	7	6	1,424
Investment in jointly controlled entities	8	489	1,000
Financial assets			
Investment	9	408	643
Loans	9	77	62
Others	9	92	2,533
Deferred tax assets (net)	10A	1,652	1,523
Prepayments	11	3,514	1,720
Other non-current assets	12	18,797	5,586
Total non-current assets		**344,605**	**296,538**
Current assets			
Inventories	13	719	153
Financial assets			
Investments	9	-	9,269
Derivative instruments	14	774	75
Trade receivables	15	19,276	6,701
Cash and cash equivalent	16	10,115	13,914
Bank balances other than cash and cash equivalent	16	15,385	10,322
Loans	9	20	34
Others	9	2,151	4,755
Prepayments	11	659	492
Current tax assets		2,250	1,499
Other current assets	12	2,068	2,016
Total current assets		**53,417**	**49,230**
Total assets		**398,022**	**345,768**
Equity and liabilities			
Equity			
Equity share capital	17A	3,799	3,772
Other equity			
Securities premium	18B	67,165	66,376
Capital reserve	18C	114	114
Debenture redemption reserve	18D	4,177	2,422
Hedge reserve	18E	(512)	(271)
Share based payment reserve	18F	1,086	1,027
Foreign currency translation reserve	18G	(2)	-
Retained earnings	18H	(3,120)	(2,175)
Equity attributable to owners of the parent		**72,707**	**71,265**
Non-controlling interests		3,628	3,414
Total equity		**76,335**	**74,679**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	19	253,785	209,288
Deferred government grant	20	852	287
Long-term provisions	21	72	47
Deferred tax liabilities (net)	10B	5,945	5,907
Other non-current liabilities	22	2,974	2,274
Total non-current liabilities		**263,628**	**217,803**

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Balance Sheet as at 31 March 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2019	As at 31 March 2018
Current liabilities			
Financial liabilities			
Short-term borrowings	23	20,657	19,365
Trade payables	24		
Outstanding dues to micro enterprises and small enterprises		4	-
Others		3,025	2,735
Derivative instruments	25	895	931
Other current financial liabilities	26	31,477	28,810
Deferred government grant	20	39	12
Other current liabilities	27	1,748	1,221
Short-term provisions	28	67	67
Current tax liabilities		147	145
Total current liabilities		**58,059**	**53,286**
Total liabilities		**321,687**	**271,088**
Total equity and liabilities		**398,022**	**345,768**
Summary of significant accounting policies	4		

The accompanying notes are an integral part of the Consolidated Financial Statements.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Profit and Loss for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2019	For the year ended 31 March 2018
Income			
Revenue from operations	29	43,144	24,617
Other income	30	4,758	3,178
Total income (i)		**47,902**	**27,795**
Expenses			
Cost of raw material and components consumed	31	81	522
Employee benefits expense	32	1,008	796
Other expenses	33	5,201	3,410
Total expenses (ii)		**6,290**	**4,728**
Earning before interest, tax, depreciation and amortization (i)-(ii)		**41,612**	**23,067**
Depreciation and amortization expense	34	12,459	7,124
Finance costs	35	26,811	15,102
Profit before share of profit of jointly controlled entities and tax		**2,342**	**841**
Share in loss of jointly controlled entities		(39)	0
Profit before tax		**2,303**	**841**
Tax expense			
Current tax		1,186	560
Deferred tax		106	(163)
Adjustment of tax relating to earlier years		(19)	(76)
Profit for the year	**(a)**	**1,030**	**520**
Other comprehensive (loss) / income			
Items that will be reclassified to profit or loss in subsequent years			
Net movement on cash flow hedges		(350)	1,144
Income tax effect		92	(371)
		(258)	773
Exchange differences on translation of foreign operations		(2)	-
Income tax effect		-	-
		(2)	-
Net other comprehensive (loss) / income that will be reclassified to profit or loss in subsequent years	**(b)**	**(260)**	**773**
Items not to be reclassified to profit or loss in subsequent years:			
Re-measurement gain/ (loss) of defined benefit plan		14	(1)
Income tax effect		(4)	0
Net other comprehensive income / (loss) not to be reclassified to profit or loss in subsequent years	**(c)**	10	(1)
Other comprehensive (loss) / income for the year, net of taxes	**(d)=(b)+(c)**	**(250)**	**772**
Total comprehensive income for the year	**(a)+(d)**	**780**	**1,292**

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Profit and Loss for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2019	For the year ended 31 March 2018
Profit for the year			
Attributable to:			
Equity holders of the parent		800	300
Non-controlling interests		230	220
Total comprehensive income for the year			
Attributable to:			
Equity holders of the parent		567	1,007
Non-controlling interests		213	285
Earnings per share:			
(face value per share: INR 10)			
(1) Basic attributable to equity shareholders of the parent	36	2.11	0.89
(2) Diluted attributable to equity shareholders of the parent	36	2.07	0.87
Summary of significant accounting policies	4		

The accompanying notes are an integral part of the Consolidated Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Cash Flows for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Profit before tax	2,303	841
Adjustments for:		
Depreciation and amortisation expense	12,459	7,124
Loss on disposal of property plant and equipment and capital work in progress	197	53
Share in loss of jointly controlled entities	39	-
Deferred revenue	(7)	5
Government grant- viability gap funding	(39)	(25)
Gain on ineffectiveness on derivative instruments designated as cash flow hedge (net)	(44)	-
Loss on settlement of derivative instruments designated as cash flow hedge (net)	304	-
Operation and maintenance reserve	923	644
Share based payments	183	272
Provision for doubtful debts	1	6
Unamortised ancillary borrowing cost written off	523	281
Interest income	(1,393)	(1,152)
Interest expense	25,912	14,418
Fair value gain on mutual fund	(272)	(278)
Operating profit before working capital changes	**41,089**	**22,189**
Movement in working capital		
(Increase)/decrease in trade receivables	(8,748)	(39)
(Increase)/decrease in inventories	(565)	(140)
(Increase)/decrease in other current financial assets	(4)	(1,353)
(Increase)/decrease in other non-current financial assets	4	40
(Increase)/decrease in other current assets	(52)	353
(Increase)/decrease in other non-current assets	(23)	279
(Increase)/decrease in prepayments	(1,959)	(323)
Increase/(decrease) in other current financial liabilities	(187)	(1)
Increase/(decrease) in other current liabilities	295	(148)
Increase/(decrease) in other non current liabilities	16	-
Increase/(decrease) in trade payables	262	280
Increase/(decrease) in provisions	25	(108)
Cash generated from operations	**30,153**	**21,029**
Direct taxes paid (net of refunds)	(1,905)	(1,118)
Net cash generated in operating activities	**28,248**	**19,911**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances	(61,117)	(52,297)
Investments of deposits having residual maturity more than 3 months	(2,622)	(2,821)
Investment in mutual funds redeemed/(made)	9,540	(7,340)
Purchase consideration paid (net of cash acquired)	(941)	(43,128)
Interest received	1,246	1,009
Net cash used in investing activities	**(53,894)**	**(104,577)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium)	560	16,053
Government grant received	496	1
Proceeds from long-term borrowings	109,135	90,781
Repayment of long-term borrowings	(62,134)	(23,061)
Proceeds from short-term borrowings	32,968	4,080
Repayment of short-term borrowings	(32,685)	(1,772)
Interest paid	(26,493)	(14,641)
Net cash generated from financing activities	**21,847**	**71,441**
Net (decrease) in cash and cash equivalents	**(3,799)**	**(13,225)**
Cash and cash equivalents at the beginning of the year	**13,914**	**27,139**
Cash and cash equivalents at the end of the year	**10,115**	**13,914**
Components of cash and cash equivalents		
Cash on hand	0	0
Balances with banks:		
- On current accounts	4,781	5,200
- On deposit accounts with original maturity of less than 3 months	5,334	8,714
Total cash and cash equivalents (note 16)	**10,115**	**13,914**

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Cash Flows for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Particulars	Opening balance as at 1 April 2018	Cash flows (net)	Other Changes*	Closing balance as at 31 March 2019
Long-term borrowings (including current maturities and net of ancillary borrowings cost incurred)	219,085	47,000	3,244	269,328
Short-term borrowings	19,365	283	1,009	20,657
Derivative instruments	931	-	(37)	895
Total liabilities from financing activities	**239,381**	**47,283**	**4,216**	**290,880**

Particulars	Opening balance as at 1 April 2017	Cash flows (net)	Other Changes*	Closing balance as at 31 March 2018
Long-term borrowings (including current maturities and net of ancillary borrowings cost incurred)	104,191	67,720	47,173	219,084
Short-term borrowings	16,575	2,308	481	19,365
Derivative instruments	2,244	-	(1,312)	931
Total liabilities from financing activities	**123,010**	**70,028**	**46,342**	**239,380**

* Including adjustment for ancillary borrowing cost, unrealised/realised foreign exchange gain/loss.

The cash flow statement has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Changes in Equity for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of the Parent										Non-Controlling Interests (NCI)	Total Equity
	Equity share capital	Share application money pending allotment	Reserves and Surplus			Debenture redemption reserve	Items of OCI			Total		
			Securities premium	Share based payment reserve	Retained earnings		Capital reserve	Hedge reserve	Foreign currency translation reserve			
	(refer note 17A)	(refer note 18A)	(refer note 18B)	(refer note 18F)	(refer note 18H)	(refer note 18D)	(refer note 18C)	(refer note 18E)	(refer note 18G)			
At 1 April 2017	**3,384**	**-**	**50,711**	**536**	**(1,117)**	**1,065**	**114**	**(978)**	**-**	**53,715**	**3,126**	**56,841**
Profit for the year	-	-	-	-	300	-	-	-	-	300	220	520
Other comprehensive income (net of taxes)	-	-	-	-	(1)	-	-	707	-	706	65	771
Total Comprehensive Income	**-**	**-**	**-**	**-**	**299**	**-**	**-**	**707**	**-**	**1,006**	**285**	**1,291**
Share-based payments	-	-	-	492	-	-	-	-	-	492	-	492
Share application money received	-	16,093	-	-	-	-	-	-	-	16,093	-	16,093
Amount utilised on exercise of stock options	-	-	1	(1)	-	-	-	-	-	-	-	-
Equity shares issued during the year	388	(16,093)	15,705	-	-	-	-	-	-	-	3	3
Adjustments for acquisition of interest by NCI in subsidiarie	-	-	-	-	(0)	-	-	-	-	(0)	0	-
Amount utilized for issue of shares	-	-	(41)	-	-	-	-	-	-	(41)	-	(41)
Debenture redemption reserve	-	-	-	-	(1,357)	1,357	-	-	-	-	-	-
At 31 March 2018	**3,772**	**-**	**66,376**	**1,027**	**(2,175)**	**2,422**	**114**	**(271)**	**-**	**71,265**	**3,414**	**74,679**
Profit for the year	-	-	-	-	800	-	-	-	-	800	230	1,030
Other comprehensive income (net of taxes)	-	-	-	-	10	-	-	(241)	(2)	(233)	(17)	(250)
Total Comprehensive Income	**-**	**-**	**-**	**-**	**810**	**-**	**-**	**(241)**	**(2)**	**567**	**213**	**780**
Share-based expense	-	-	-	316	-	-	-	-	-	316	-	316
Share application money received	-	566	-	-	-	-	-	-	-	566	-	566
Amount utilised on exercise of stock options	-	-	257	(257)	-	-	-	-	-	-	-	-
Equity shares issued during the year	27	(566)	539	-	-	-	-	-	-	0	1	1
Adjustments for acquisition of interest by NCI in subsidiarie	-	-	-	-	(0)	-	-	-	-	(0)	(0)	(0)
Amount utilized for issue of shares	-	-	(7)	-	-	-	-	-	-	(7)	-	(7)
Debenture redemption reserve	-	-	-	-	(1,755)	1,755	-	-	-	-	-	-
At 31 March 2019	**3,799**	**-**	**67,165**	**1,086**	**(3,120)**	**4,177**	**114**	**(512)**	**(2)**	**72,707**	**3,628**	**76,335**

The accompanying notes are an integral part of the Consolidated Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

1 Corporate Information

ReNew Power Limited (‘the Company’) is a public limited company domiciled in India. The Company was converted into a public company with effect from 17 April 2018 and consequently the name of the Company has changed from ReNew Power Private Limited to ReNew Power Limited.

The registered office of the Company is located at 138, Ansal Chamber - II Bikaji Cama Place, New Delhi-110066. The Parent and its subsidiaries (hereinafter collectively referred to as 'the Group') are carrying out business activities relating to generation of power through non-conventional and renewable energy sources.

The Consolidated Financial Statements of the Group have been authorised for issue by the Group's Board of Directors on 29 May 2019.

2 Basis of preparation

The Consolidated Financial Statements are prepared in accordance with Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended. The Consolidated Financial Statements have been prepared on accrual basis and under the historical cost convention issued thereunder and other accounting principles generally accepted in India.

These Consolidated Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of the Companies Act 2013.

The financial statements have been prepared on a historical cost basis, except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments

- Financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

3 Principles of consolidation

The Consolidated Financial Statements comprise the consolidated financial statements of the Group as at 31 March 2019. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if and only if the Group has:

- Power over the investee (i.e. existing rights that give it the current ability to direct the relevant activities of the investee)
- Exposure, or rights, to variable returns from its involvement with the investee, and
- The ability to use its power over the investee to affect its returns

Generally, there is a presumption that a majority of voting rights result in control. To support this presumption and when the Group has less than a majority of the voting or similar rights of an investee, the Group considers all relevant facts and circumstances in assessing whether it has power over an investee, including:

- The contractual arrangement with the other vote holders of the investee
- Rights arising from other contractual arrangements
- The Group's voting rights and potential voting rights
- The size of the Group's holding of voting rights relative to the size and dispersion of the holdings of the other voting rights holders.

The Group re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the period are included in the Consolidated Financial Statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

The Consolidated Financial Statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. If a member of the Group uses accounting policies other than those adopted in the Consolidated Financial Statements for like transactions and events in similar circumstances, appropriate adjustments are made to that Group member’s financial statements in preparing the Consolidated Financial Statements to ensure conformity with the Group’s accounting policies.

The financial statements of all entities used for the purpose of consolidation are drawn up to same reporting date as that of the parent Company, i.e., year ended on 31 March 2019. When the end of the reporting period of the parent is different from that of a subsidiary, the subsidiary prepares, for consolidation purposes, additional financial information as of the same date as the financial statements of the parent to enable the parent to consolidate the financial information of the subsidiary, unless it is impracticable to do so.

Consolidation procedure:

- Combine like items of assets, liabilities, equity, income, expenses and cash flows of the parent on line by line basis with those of its subsidiaries. For this purpose, income and expenses of the subsidiary are based on the amounts of the assets and liabilities recognised in the Consolidated Financial Statements at the acquisition date.

- Offset (eliminate) the carrying amount of the parent’s investment in each subsidiary and the parent’s portion of equity of each subsidiary. Business combinations policy explains how to account for any related goodwill.

- Eliminate in full intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between entities of the Group (profits or losses resulting from intragroup transactions that are recognised in assets, such as inventory and fixed assets, are eliminated in full). Intragroup losses may indicate an impairment that requires recognition in the Consolidated Financial Statements. Ind AS 12 Income Taxes applies to temporary differences that arise from the elimination of profits and losses resulting from intragroup transactions.

Profit or loss and each component of other comprehensive income (OCI) are attributed to the equity holders of the parent of the Group and to the non-controlling interests, even if this results in the non-controlling interests having a deficit balance.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction.
If the Group loses control over a subsidiary, it:

- Derecognises the assets (including goodwill) and liabilities of the subsidiary
- Derecognises the carrying amount of any non-controlling interests
- Derecognises the cumulative translation differences recorded in equity
- Recognises the fair value of the consideration received
- Recognises the fair value of any investment retained
- Recognises any surplus or deficit in profit or loss
- Reclassifies the parent’s share of components previously recognised in OCI to profit or loss or retained earnings, as appropriate, as would be required if the Group had directly disposed of the related assets or liabilities.

4 Summary of Significant Accounting Policies

a) Business Combinations and goodwill

Business combinations are accounted for using the acquisition method. The cost of an acquisition is measured as the aggregate of the consideration transferred measured at acquisition date fair value and the amount of any non-controlling interests in the acquiree. For each business combination, the Group elects whether to measure the non-controlling interests in the acquiree at fair value or at the proportionate share of the acquiree’s identifiable net assets. Acquisition-related costs are expensed as incurred.

At the acquisition date, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired in a business combination are measured at the basis indicated below:

- Deferred tax assets or liabilities and the assets or liabilities related to employee benefit arrangements are recognised and measured in accordance with Ind AS 12 Income Tax and Ind AS 19 Employee Benefits respectively.
- Liabilities or equity instruments related to share based payment arrangements of the acquiree or share – based payments arrangements of the Group entered into to replace share-based payment arrangements of the acquiree are measured in accordance with Ind AS 102 Share-based Payments at the acquisition date.
- Assets (or disposal groups) that are classified as held for sale in accordance with Ind AS 105 Non-current Assets Held for Sale and Discontinued Operations are measured in accordance with that standard.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.

When the Group acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

If the business combination is achieved in stages, any previously held equity interest is re-measured at its acquisition date fair value and any resulting gain or loss is recognised in profit or loss or OCI, as appropriate.

Any contingent consideration to be transferred by the acquirer is recognised at fair value at the acquisition date. Contingent consideration classified as an asset or liability that is a financial instrument and within the scope of Ind AS 109 Financial Instruments, is measured at fair value with changes in fair value recognised in profit or loss. If the contingent consideration is not within the scope of Ind AS 109, it is measured in accordance with the appropriate Ind AS. Contingent consideration that is classified as equity is not re-measured at subsequent reporting dates and subsequent its settlement is accounted for within equity.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred and the amount recognised for non-controlling interests, and any previous interest held, over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Group re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised in OCI and accumulated in equity as capital reserve. However, if there is no clear evidence of bargain purchase, the entity recognises the gain directly in equity as capital reserve, without routing the same through OCI.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group’s cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Group reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted through goodwill during the measurement period, or additional assets or liabilities are recognised, to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized at that date. These adjustments are called as measurement period adjustments. The measurement period does not exceed one period from the acquisition date.

b) Investments accounted for using the equity method.

An associate is an entity over which the Group has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but is not control or joint control over those policies.

A joint venture is a type of joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint venture. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.

The considerations made in determining whether significant influence or joint control are similar to those necessary to determine control over the subsidiaries

The Group’s investments in its associate and joint venture are accounted for using the equity method. Under the equity method, the investment in an associate or a joint venture is initially recognised at cost. The carrying amount of the investment is adjusted to recognise changes in the Group’s share of net assets of the associate or joint venture since the acquisition date. Goodwill relating to the associate or joint venture is included in the carrying amount of the investment and is not tested for impairment individually.

The statement of profit and loss reflects the Group’s share of the results of operations of the associate or joint venture. Any change in OCI of those investees is presented as part of the Group’s OCI. In addition, when there has been a change recognised directly in the equity of the associate or joint venture, the Group recognises its share of any changes, when applicable, in the statement of changes in equity. Unrealised gains and losses resulting from transactions between the Group and the associate or joint venture are eliminated to the extent of the interest in the associate or joint venture.

If an entity’s share of losses of an associate or a joint venture equals or exceeds its interest in the associate or joint venture (which includes any long term interest that, in substance, form part of the Group’s net investment in the associate or joint venture), the entity discontinues recognising its share of further losses. Additional losses are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture. If the associate or joint venture subsequently reports profits, the entity resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised.

The aggregate of the Group’s share of profit or loss of an associate and a joint venture is shown on the face of the consolidated statement of profit and loss.
The financial statements of the associate or joint venture are prepared for the same reporting period as the Group. When necessary, adjustments are made to bring the accounting policies in line with those of the Group.

After application of the equity method, the Group determines whether it is necessary to recognise an impairment loss on its investment in its associate or joint venture. At each reporting date, the Group determines whether there is objective evidence that the investment in the associate or joint venture is impaired. If there is such evidence, the Group calculates the amount of impairment as the difference between the recoverable amount of the associate or joint venture and its carrying value, and then recognises the loss as ‘Share of profit of an associate and a joint venture’ in the statement of profit or loss.
Upon loss of significant influence over the associate or joint control over the joint venture, the Group measures and recognises any retained investment at its fair value. Any difference between the carrying amount of the associate or joint venture upon loss of significant influence or joint control and the fair value of the retained investment and proceeds from disposal is recognised in profit or loss.

c) Current versus non-current classification

The Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:
- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:
- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.
The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The Group has identified twelve months as their operating cycle for classification of their current assets and liabilities.

d) Fair value measurement

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the consolidated financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 43 and 44)

At each reporting date, the management of the Group analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Group.

For assets and liabilities that are recognised in the consolidated financial statements on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

- · Disclosures for significant estimates and assumptions (Refer Note 56)
- · Quantitative disclosures of fair value measurement hierarchy (Refer Note 44)
- · Financial instruments (including those carried at amortised cost) (Refer Note 43 and 44)

e) Revenue recognition

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. The Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of Power

Income from supply of power is recognized on the supply of units generated from the plant to the grid, as per the terms of the Power Purchase Agreements ("PPA") entered into with the customers.

The Company considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Group considers the effects of variable consideration and consideration payable to the customer (if any).

Income from services (management consultancy)

Revenue from projects management/technical consultancy are recognised as per the terms of agreement on the basis of services rendered.

Sale of equipment

Revenue from sale of equipment is recognised at the point in time when control of the asset is transferred to the customer, generally on delivery of the equipment. The Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of equipment, the Group considers the effects of variable consideration, the existence of significant financing components, non-cash consideration, and consideration payable to the customer.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Group provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Group applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from compensation for loss of revenue

Income from compensation for loss of revenue is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right to receive dividend is established by the reporting date.

Contract balances:

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Group performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Group has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Group transfers goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Group performs under the contract.

(iii) Trade receivables

A receivable represents the Group’s right to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (s) Financial instruments – initial recognition and subsequent measurement.

f) Foreign currencies

The Financial Statements are presented in Indian rupees (INR), which is also the functional currency and the currency of the primary economic environment in which the Group operate.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss with the exception of the following:
- Exchange differences arising on monetary items that are designated as part of the hedge of the Group’s net investment of a foreign operation. These are recognised in OCI until the net investment is disposed of, at which time, the cumulative amount is reclassified to profit or loss.
- Tax charges and credits attributable to exchange differences on those monetary items are also recorded in OCI.

g) Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax liabilities are recognised for all taxable temporary differences.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised. The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where Group is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the period in which the temporary differences originate. However, the Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Group will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Group.

h) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be compiled with. When the grant related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission reduction certificates have been recognised as other income.

Generation based Incentive:

Generation based incentive is recognized on the basis of supply of units generated by the Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects".

Subsidy (Viability Gap Funding)

The Group receives Viability Gap Funding (VGF) for setting up of certain solar power projects. The Group records the VGF proceeds on fulfilment of the underlying conditions as deferred government grant. Such deferred grant is recognized over the period of useful life of underlying asset.

i) Property, plant and equipment

Capital work in progress is stated at cost, net of accumulated impairment loss, if any. Plant and equipment is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent Costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

Gains or losses arising from de-recognition of fixed assets are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Statement of Profit and Loss when the asset is derecognized.

j) Intangible assets

Intangible assets acquired separately are measured in initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.

The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with finite life are reviewed at least at the end of each reporting period.

Customer related intangibles are capitalized if they meet the definitions of an intangible asset and the recognition criteria are satisfied. Customer-related intangibles acquired as part of a business combination are valued at fair value and those acquired separately are measured at cost. Such intangibles are amortized over the remaining useful life of the customer relationships or the period of the contractual arrangements.

k) Depreciation/amortization of PPE and intangibles

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	Life
Plant and equipment (solar rooftop projects)*	25 years or terms of power purchase agreement, whichever is less (15-25 years)
Plant and equipment (wind & solar power projects)*	18-25
Plant and equipment (others)	5-18
Office equipment	5
Furniture and fixture	10
Computers	3
Computer servers	6
Computer softwares	3-6
Customer contracts	25
Leasehold improvements	Over the period of lease (5 years)

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial period end and adjusted prospectively, if appropriate.

l) Inventories

Inventories are valued at the lower of cost and net realisable value.
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

m) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit or Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

To the extent, group borrows funds for general purpose and uses them for the purpose of obtaining a qualifying asset, the group determine the amount of borrowing costs eligible for capitalisation by applying a capitalisation rate to the expenditures on that asset. The capitalisation rate used is weighted average of the borrowing costs applicable to the borrowings of the group that are outstanding during the period, other than borrowings made specifically for the purpose of obtaining a qualifying asset.

n) Leases

As a lessee

Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight-line basis over the lease term.

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

As a lessor

Leases in which the Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

o) Impairment of non-financial assets

The Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Group extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the Group estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit or Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

p) Share based payments

Company provides additional benefits to certain members of senior management and employees of the Company and a subsidiary in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized, together with a corresponding increase in share-based payment reserve in equity, over the period in which the performance and/or service conditions are fulfilled in employee benefit expenses. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the numbers of equity instruments that will ultimately vest. The Statement of Profit and Loss expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee benefit expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other condition attached to an award, but without associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because of non-market performance and/or service conditions have not been met. Where awards include a market or non-market condition, the transaction are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service condition are satisfied.

Share based payment cost, to the extent pertaining to the employees of subsidiary, is reduced from employee benefit expenses of the Company and is considered as deemed investment in the form of capital contribution in the subsidiary.

q) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Group has no obligation, other than the contribution payable to the provident fund. The Group recognize contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Group operates a defined benefit plan in India, viz., gratuity. The cost of providing benefit under this plan is determined on the basis of actuarial valuation at each period-end carried out using the projected unit cost method.

Remeasurements comprising of actuarial gain and losses, the effect of the asset ceiling, excluding amount recognized in the net interest on the defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Group measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Group treats the accumulated leave expected to be carried forward beyond twelve months, as long term employee benefit for measurement purposes. Such long term compensated absences are determined on the basis of actuarial valuation at each period-end carried out using the projected unit cost method. Remeasurements comprising of actuarial gain and losses are recognized in the balance sheet with a corresponding debit or credit to profit or loss in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods. The Group presents the leave as current liability in the balance sheet, to the extent is does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Group has unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

Past service costs are recognised in statement of profit or loss on the earlier of:
- The date of the plan amendment or curtailment, and
- The date that the Group recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Group recognises the following changes in the net defined benefit obligation as an expense in the Consolidated Statement of Profit and Loss:
- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

r) Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Group expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

s) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Group commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and

b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in other income in the profit or loss. The losses arising from impairment are recognised in the statement of profit or loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:

a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the Group recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the P&L. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to P&L. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit or loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The Group has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the statement of profit or loss.

Equity investments

All other equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the Group may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Group makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Group decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:

- The rights to receive cash flows from the asset have expired, or
- The respective Group has transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a ‘pass-through’ arrangement; And
- Either the Group has transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the companies under the Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Group continues to recognise the transferred asset to the extent of the continuing involvement of Group. In that case, the Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Group has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Group could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.

The Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the group determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Statement of Profit and Loss (P&L).

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The financial liabilities of the Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement

The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Compound Instruments- Compulsorily Convertible Debentures (CCDs)

Compulsorily Convertible Debentures (CCDs) are separated into liability and equity components based on the terms of the contract

Basis the terms of these compound financial instruments the distributions to holders of an equity instrument are being recognised by the entity directly in equity. Transaction costs of an equity transaction are being accounted for as a reduction from equity.

The Group recognises interest, dividends, losses and gains relating to such financial instrument or a component that is a financial liability as income or expense in profit or loss.

The present value of the liability part of the compulsorily convertible debentures classified under financial liabilities and the equity component is calculated by subtracting the liability from the total proceeds of CCDs.

Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, cost of issue of debentures, listing fees) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Reclassification of financial assets and liabilities

The Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the Combined balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

t) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

The Group uses derivative financial instruments, such as interest rate swaps and call options, to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:

- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment

- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment

- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Group’s risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument’s fair value in offsetting the exposure to changes in the hedged item’s fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Statement of Profit and Loss.

The Group uses interest rate swaps and call options as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.

If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

u) Cash and cash-equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the Group's cash management.

v) Measurement of EBITDA

The Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

w) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date are adjusted to respective assets and liabilities.

The Group does not adjust the amounts recognised in its consolidated financial statements to reflect non-adjusting events after the reporting period.

The Group makes disclosures in the consolidated financial statements in cases of significant events.

x) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

y) Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Group by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Group by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issue data later date. Dilutive potential equity shares are determined independently for each period presented.

The number of equity shares and potentially dilutive equity shares are adjusted retrospectively for all periods presented for any share splits and bonus shares issues including for changes effected prior to the approval of the consolidated financial statements by the Board of Directors.

'The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share.

5 Changes in accounting policy and disclosures- New and amended standards

The Group applied Ind AS 115 for the first time. The nature and effect of the changes as a result of adoption of the new accounting standard are described below.
Several other amendments and interpretations apply for the first time in March 2019, but do not have an impact on the consolidated financial statements of the Group. The Group has not early adopted any standards or amendments that have been issued but are not yet effective.

a) Ind AS 115 Revenue from Contracts with Customers

Ind AS 115 was issued on 28 March 2018 and supersedes Ind AS 11 Construction Contracts and Ind AS 18 Revenue and it applies, with limited exceptions, to all revenue arising from contracts with its customers. Ind AS 115 establishes a five-step model to account for revenue arising from contracts with customers and requires that revenue be recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer.

Ind AS 115 requires entities to exercise judgement, taking into consideration all of the relevant facts and circumstances when applying each step of the model to contracts with their customers. The standard also specifies the accounting for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract. In addition, the standard requires extensive disclosures.

The Group adopted Ind AS 115 using the modified retrospective method of adoption with the date of initial application of 1 April 2018. Under this method, the standard can be applied either to all contracts at the date of initial application or only to contracts that are not completed at this date. The Group elected to apply the standard to all contracts that are not completed as at 1 April 2018.

The cumulative effect of initially applying Ind AS 115 is recognised at the date of initial application as an adjustment to the opening balance of retained earnings. Therefore, the comparative information was not restated and continues to be reported under Ind AS 11, Ind AS 18 and related Interpretations.

The effect of adopting Ind AS 115 as at 1 April 2018 was, as follows:

Particulars	Notes	Reference	(INR in Mn) Ind AS 115 impact as at 1 April 2018
Assets			
Non-current assets			
Property, plant and equipment	6	(a)	(118)
Other non-current assets	12	(a)	113
Current assets			
Other current assets	12	(a)	5
Equity			
Other equity			
Retained earnings	18H	(a)	-

Set out below, are the amounts by which each consolidated financial statements line item is affected as at and for the period ended 31 March 2019 as a result of the adoption of Ind AS 115. The adoption of Ind AS 115 did not have a material impact on OCI or the Company's operating, investing and financing cash flows. The first column shows amounts prepared under Ind AS 115 and the second column shows what the amounts would have been had Ind AS 115 not been adopted:

Statement of profit or loss
Consolidated Statement of Profit and Loss for the year ended 31 March 2019

(INR in Mn)

Particulars	Reference	Ind AS 115	Ind AS 18	Increase/ (decrease)
Revenue from contracts with customers	(a)	43,144	43,152	(8)
Depreciation and amortization expense	(a)	12,459	12,467	(8)

Reconciliation of equity as at 31 March 2019 (INR in Mn)

Particulars	Reference	Ind AS 115	Ind AS 18	Increase/ (decrease)
Non-current assets				
Property, plant and equipment	(a)	266,239	266,410	(171)
Prepayments	(a)	3,514	3,351	163
Current assets				
Prepayments	(a)	659	652	7
Other current financial assets				
Unbilled revenue	9	-	3,489	(3,489)
Trade receivables				
Trade receivables	15	19,276	15,787	3,489

(a) Ind AS 115 impact - Consideration payable to customer
As per Power Purchase Agreement, there was an amount which was required to be paid to the customer in case of delay in commercial operation date. Such amount paid was capitalised as part of project cost before the application of Ind AS 115.

Amount paid to customer is in preview of guidance given under Consideration payable to customer under Ind AS 115, accordingly any amount paid to customer is to be reduced from the transaction price and, therefore, of revenue. As the Power Purchase agreement is for 25 years the said amount paid to the customer is to be regarded as deferred expenditure and subsequently needs to be adjusted with revenue over the period of agreement.

b) Standards issued but not yet effective
Ind AS 116 Leases:

Ind AS 116 Leases was notified in March, 2019 and it replaces Ind AS 17 Leases, including appendices thereto. Ind AS 116 is effective for annual periods beginning on or after 1 April, 2019. Ind AS 116 sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to account for all leases under a single on-balance sheet model similar to the accounting for finance leases under Ind AS 17. The standard includes two recognition exemptions for lessees – leases of 'low-value' assets (e.g., personal computers) and short-term leases (i.e., leases with a lease term of 12 months or less). At the commencement date of a lease, a lessee will recognise a liability to make lease payments (i.e., the lease liability) and an asset representing the right to use the underlying asset during the lease term (i.e., the right-of-use asset). Lessees will be required to separately recognise the interest expense on the lease liability and the depreciation expense on the right-of-use asset.

Lessees will be also required to remeasure the lease liability upon the occurrence of certain events (e.g., a change in the lease term, a change in future lease payments resulting from a change in an index or rate used to determine those payments). The lessee will generally recognise the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset.

Lessor accounting under Ind AS 116 is substantially unchanged from today's accounting under Ind AS 17. Lessors will continue to classify all leases using the same classification principle as in Ind AS 17 and distinguish between two types of leases: operating and finance leases.

The Company has identified amortisation of leasehold land, rent expense and employee car lease expense as the area having potential impact.

The Company is evaluating the requirements of the new standard and the effect on the financial statements is being evaluated, thus impact is not known.

6 Property, plant and equipment	Freehold Land #	Plant and equipment	Buildings	Leasehold improvements	Office equipment	Furniture & Fixtures	Computers	Total Property, plant and equipment	Capital work in progress
Cost									
At 1 April 2017	**4,815**	**128,477**	**64**	**55**	**17**	**2**	**24**	**133,454**	**19,095**
Additions during the year^	1,649	60,002	-	1	10	11	6	61,679	43,405
Acquisition of a subsidiary (refer note 54)	1,570	54,784	-	6	3	5	4	56,372	5,232
Adjustment during the year*	51	(166)	-	(3)	-	-	-	(118)	(101)
Disposals during the year**	(15)	(21)	-	(24)	(0)	-	(2)	(62)	(185)
Capitalised during the year	-	-	-	-	-	-	-	-	(60,002)
At 31 March 2018	**8,070**	**243,076**	**64**	**35**	**30**	**18**	**32**	**251,325**	**7,444**
Additions during the year^	333	35,589	-	102	32	35	30	36,121	44,844
Acquisition of a subsidiary (refer note 54)	245	2,954	-	-	0	-	0	3,199	-
Adjustments during the year*	57	(225)	-	-	-	-	-	(168)	(38)
Disposals during the year**	-	(7)	-	(13)	(7)	(5)	(3)	(35)	(221)
Capitalised during the year	-	-	-	-	-	-	-	-	(35,756)
At 31 March 2019	**8,705**	**281,387**	**64**	**124**	**55**	**48**	**59**	**290,442**	**16,273**
Accumulated depreciation									
At 1 April 2017	**-**	**5,845**	**8**	**10**	**5**	**0**	**8**	**5,876**	**-**
Charge for the year (refer note 34)	-	6,996	3	6	4	0	8	7,017	-
Disposals during the year	-	(0)	-	(8)	(0)	-	(2)	(10)	-
At 31 March 2018	**-**	**12,841**	**11**	**8**	**9**	**0**	**14**	**12,883**	**-**
Charge for the year (refer note 34)	-	11,276	3	25	13	9	15	11,341	-
Adjustments during the year*	-	(4)	-	-	-	-	-	(4)	-
Disposals during the year	-	(1)	-	(8)	(4)	(1)	(3)	(17)	-
At 31 March 2019	**-**	**24,112**	**14**	**25**	**18**	**8**	**26**	**24,203**	**-**
Net book value									
At 31 March 2018	**8,070**	**230,235**	**53**	**27**	**21**	**18**	**18**	**238,442**	**7,444**
At 31 March 2019	**8,705**	**257,275**	**50**	**99**	**37**	**40**	**33**	**266,239**	**16,273**

#The title represented by sale deeds in respect of land amounting to INR 634 (31 March 2018 INR 1,401) is not yet in the name of the Group. Further, the title of land amounting to INR 571 (31 March 2018 INR 1,344) is held by way of General Power of Attorney (GPA) and the Group is in the process of getting title transferred in its name.

Mortgage and hypothecation on Property, plant & equipment:

Property, plant & equipment are subject to a pari passu first charge to respective lenders for project term loans, buyer's/suppliers credit, senior secured notes, working capital loan, debentures and acceptances as disclosed in note 19 and note 23.

^ Capitalised borrowing costs
The amount of borrowing costs capitalised in Property, plant and equipment and capital work in progress during the year ended 31 March 2019 was INR 1,433 (31 March 2018 INR 505). The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

***Adjustments to Property, Plant & Equipments during the year are as follows**

Freehold land
Adjustment of INR 57 (31 March 2018: INR 51) pertains to actualisation of provisional capitalization.

Plant and equipments
Adjustment of INR Nil (31 March 2018: INR 45) pertains to revision of agreement and discount received from vendor.
Adjustment of INR 107 (31 March 2018: INR 121) pertains to actualisation of provisional capitalization of supply of goods and services and early closure of letter of credits.
Adjustment of INR 118 (31 March 2018: INR Nil) pertains to impact of first time adoption of Ind AS 115 - Revenue from contracts with customers, using modified retrospective approach. (refer note 5(a))

Capital work in progress
Capital work in progress amounting to INR Nil (31 March 2018: INR 83) has been written off to the extent of non-viability of recovery of cost in future.
Adjustment of INR 38 (31 March 2018: INR 14) during the year pertains to actualisation of provisional capitalization.

Depreciation
Adjustment of INR 2 (31 March 2018: INR Nil) pertains to impact taken due to first time adoption of Ind AS 115 - Revenue from contracts with customers.
Adjustment of INR 2 (31 March 2018: INR Nil) pertains to actualisation of provisional capitalization.

**** Disposals in Capital Work in Progress includes following**
Amounting to INR 152 (31 March 2018: INR Nil) has been written off to the extent of non-viability of recovery of cost in future.
During the year ended 31 March 2018 persuant to downsizing of the contract with vendor for Mandsaur project, Group has sold back project specific wind power plant related equipment lying in CWIP for INR 181 to the vendor.

7 Intangible assets

	Computer software	Customer Contracts	Development rights	Total Intangibles	Goodwill	Intangible asset under development
Cost						
At 1 April 2017	**74**	**1,099**	**36**	**1,209**	**293**	**-**
Additions during the year	41	-	-	41	10,660	8
Acquisition of a subsidiary (refer note 54)	1	24,098	-	24,099	-	1,416
Capitalised during the year	-	-	-	-	-	-
At 31 March 2018	**116**	**25,197**	**36**	**25,349**	**10,953**	**1,424**
Additions during the year	41	1,459	-	1,500	428	67
Acquisition of a subsidiary (refer note 54)	-	88	-	88	-	-
Capitalised during the year	-	-	-	-	-	(1,485)
Disposals during the year	(1)	-	-	(1)	-	-
At 31 March 2019	**156**	**26,744**	**36**	**26,936**	**11,381**	**6**
Amortisation						
At 1 April 2017	**21**	**13**	**0**	**34**	**-**	**-**
Amortisation for the year (refer note 34)	17	89	1	107	-	-
At 31 March 2018	**38**	**102**	**1**	**141**	**-**	**-**
Amortisation for the year (refer note 34)	22	1,095	1	1,118	-	-
Disposals during the year	(0)	-	-	(0)	-	-
At 31 March 2019	**60**	**1,197**	**2**	**1,259**	**-**	**-**
Net book value						
At 31 March 2018	**78**	**25,095**	**35**	**25,208**	**10,953**	**1,424**
At 31 March 2019	**96**	**25,547**	**34**	**25,677**	**11,381**	**6**

Impairment of Goodwill:

The Group undertook the impairment testing of Goodwill assigned to each Cash Generating Unit (CGU) as at 31 March 2019 applying value in use approach across all the CGUs i.e. using cash flow projections based on financial budgets covering contracted power sale agreements with procurers (25 years) using a discount rate of 9.68 % per annum. The Group has used financial projections upto 25 years as the tariff rates are fixed as per PPA.

Based on the results of the Goodwill impairment test, the estimated value in use of CGU after adjusting the carrying values of property, plant and equipment's and intangible assets was more than carrying value of Goodwill by INR 6,992 and accordingly no impairment loss provision has been recognized in the Statement of Profit and Loss.

The Management believes that any reasonably possible change in the key assumptions on which value in use is based would not cause the aggregate carrying amount of Goodwill to exceed the aggregate value in use of CGU.

The key assumptions used in the value in use calculations for the power cash-generating unit are as follows:

(i) Discount Rate	9.68 % Post-Tax Discount rate has been derived based on current cost of borrowing and equity rate of return based on the current market expectations.
(ii) Plant load factor (PLF)	Plant load factor for future periods are estimated for each CGU based on report from expert.

(iii) GBI benefit in acquired projects located in Andhra Pradesh state will be realised as per the projections and would not be impacted by the ongoing legal proceedings as mentioned in Note 52.

Breakeven sensitivity:

Plant load factor (PLF)	If reduced by 6.987%
Weighted Average Cost of Capital (WACC):	10.64%

8 Investment in jointly controlled entities	**As at 31 March 2019**	**As at 31 March 2018**
Investment in unquoted equity shares of entities under joint control at equity method (refer note 53)		
Nil (31 March 2018: 8,958,150) equity shares of INR10 each fully paid-up in Prathamesh Solarfarms Limited	-	492
2,285,850 (31 March 2018: 2,285,850) equity shares of INR10 each fully paid-up Aalok Solarfarms Limited	85	89
4,571,700 (31 March 2018: 4,571,700) equity shares of INR10 each fully paid-up in Heramba Renewables Limited	157	161
2,285,850 (31 March 2018: 2,285,850) equity shares of INR10 each fully paid-up in Abha Solarfarms Limited	84	88
4,571,700 (31 March 2018: 4,571,700) equity shares of INR10 each fully paid-up in Shreyas Solarfarms Limited	163	170
Total	**489**	**1,000**

9 Financial assets	**As at 31 March 2019**	**As at 31 March 2018**
Non current (unsecured, considered good unless otherwise stated)		
Financial assets at fair value through profit and loss		
Investment in unquoted compulsorily convertible debentures of entities under joint control		
Nil (31 March 2018: 2,349,550) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Prathamesh Solarfarms Limited	-	235
679,875 (31 March 2018: 679,875) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Abha Solarfarms Limited	68	68
1,359,750 (31 March 2018: 1,359,750) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Heramba Renewables Limited	136	136
679,875 (31 March 2018: 679,875) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Aalok Solarfarms Limited	68	68
1,359,570 (31 March 2018: 1,359,570) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Shreyas Solarfarms Limited	136	136
Total	**408**	**643**
Financial assets at amortised cost		
Loans		
Considered good and secured	-	-
Considered good and unsecured		
Security deposits	77	62
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**77**	**62**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 16)	92	2,533
Total	**92**	**2,533**
Current (unsecured, considered good unless otherwise stated)		
Financial assets at fair value through profit and loss		
Investments		
Quoted mutual funds:		
L&T Liquid Fund- Growth - Nil units (31 March 2018 : 236,090 units)	-	563
DHFL Pramerica Low Duration Fund - Nil units (31 March 2018 : 209,009 units)	-	5
Aditya Birla Sun Life Cash Plus - Growth Direct Plan - Nil units (31 March 2018 : 10,839,072 units)	-	3,028
HDFC Liquid fund - Direct Plan - Growth Option - Nil units (31 March 2018 : 253,943 units)	-	869
ICICI Prudential Liquid - Direct Plan - Growth Fund - Nil units (31 March 2018 : 5,912,432 units)	-	1,520
SBI Dynamic Bond Fund - Regular Plan - Growth - Nil units (31 March 2018 : 3,140,283 units)	-	88
Tata Money Market Fund - Growth - Direct plan - Nil units (31 March 2018: 81,736 units)	-	224
Reliance Liquid Fund - Growth - Treasury plan - Nil units (31 March 2018: 92,941 units)	-	394
Reliance Money Manager Fund - Growth - Direct plan - Nil units (31 March 2018: 23,896 units)	-	58
Birla Sun Life Cash Manager Fund - Growth - Direct plan - Nil units (31 March 2018: 378,315 units)	-	108
Franklin India Treasury Fund - Growth - Direct plan - Nil units (31 March 2018: 115,600 units)	-	300
UTI Money Market Fund - Growth - Direct plan - Nil units (31 March 2018: 154,101 units)	-	300
Axis Treasury Advantage Fund - Growth - Direct plan - Nil units (31 March 2018: 9,185 units)	-	18
Axis Liquid Fund - Growth - Direct plan - Nil units (31 March 2018: 134,996 units)	-	371
Kotak Floater Short Term Fund - Growth - Direct plan - Nil units (31 March 2018: 81,716 units;)	-	233
SBI Magnum Insta Cash Fund - Growth - Direct plan - Nil units (31 March 2018: 78,193 units)	-	301
LIC Liquid Fund - Growth - Direct plan - Nil units (31 March 2018: 84,025 units)	-	265
IDFC Ultra Short Term Fund - Growth - Direct Plan - Nil units (31 March 2018: 4,278,820 units)	-	106
IDFC Cash Fund - Growth - Direct Plan - Nil units (31 March 2018: 135,451 units)	-	286
DSP Blackrock Liquidity Fund - Direct Plan Growth - Nil units (31 March 2018: 93,354 units)	-	232
Total	**-**	**9,269**
Aggregate book value of quoted investments	-	9,269
Aggregate market value of quoted investments	-	9,269

Financial assets at amortised cost

Loans		
Considered good and unsecured		
Security deposits	15	34
Loans to related parties (refer note 41)	5	(0)
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**20**	**34**

Others		
Recoverable from related parties (refer note 41)	14	0
Advances recoverable	221	586
Unbilled revenue #	-	2,950
Government grant receivable		
- viability gap funding	447	312
- generation based incentive receivable *	981	628
Interest accrued on fixed deposits	396	248
Interest accrued on loans to related parties (refer note 41)	0	-
Others	92	31
Total	**2,151**	**4,755**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

# With effect from 1 April 2018, unbilled income has been classified under head Trade receivables on account of application of Ind AS 115 using modified retrospective approach. Refer note 5.a new and amended standards for detailed explanation.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the Company. The carrying value may be affected by changes in the credit risk of the counterparties.

Investments at fair value through profit & loss reflects investment in quoted mutual funds. Refer note 43 for determination of fair value.

10A Deferred tax

Deferred tax assets (net)		**As at 31 March 2019**	**As at 31 March 2018**
Deferred tax related to items recognised in equity:			
Deferred tax assets (gross)			
Compound Financial Instruments		129	131
	(a)	**129**	**131**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Re-measurement losses on defined benefit plans		1	3
Loss on mark to market of derivative instruments		162	61
	(b)	**163**	**64**
Deferred tax liabilities (gross)			
Re-measurement losses on defined benefit plans		3	-
Loss on mark to market of derivative instruments		21	14
	(c)	**24**	**14**
	(d) = (b)-(c)	**139**	**50**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		13,607	8,078
Unamortized ancillary borrowing cost		165	138
GBI expenditure		2	-
Derivative instrument		19	-
Change in fair value of investments		-	14
	(e)	**13,793**	**8,230**
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		13,274	8,395
Unused tax credit (MAT)		1,483	805
Compound financial instruments		-	26
Operation and maintenance equalisation		304	314
Lease equalisation		11	11
Provision for gratuity		25	9
Provision for leave encashment		22	10
Others		58	2
	(f)	15,177	9,572
Total	**(g) = (f)-(e)**	**1,384**	**1,342**
Deferred tax assets (net)	**(a)+(d)+(g)**	**1,652**	**1,523**

10B Deferred tax liabilities (net)

Deferred tax relates to the following:			
Deferred tax related to items recognised in Goodwill:			
Difference in written down value as per books of accounts and tax laws	**(h)**	5,287	5,403
		5,287	5,403
Deferred tax related to items recognised in equity:			
Deferred tax assets (gross)			
Compound Financial Instruments	**(i)**	18	-
		18	**-**
Deferred tax related to items recognised in OCI:			
Deferred tax liabilities (gross)			
Loss on mark to market of derivative instruments		32	7
	(j)	**32**	**7**
Deferred tax assets (gross)			
Loss on mark to market of derivative instruments		36	53
	(k)	**36**	**53**
	(l) = (h)-(i)+(j)-(k)	**5,265**	**5,357**

Deferred tax related to items recognised in statement of profit and loss:

Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		11,326	5,595
Unamortised ancillary borrowing cost		66	67
Change in fair value of investments		-	176
Derivative instruments		12	-
Business combination		-	-
Others		2	-
	(m)	**11,406**	**5,838**
Deferred tax assets (gross)			
Operation and maintenance		150	106
Unused tax credit (MAT)		981	438
Preliminary expenses not written off under tax laws			1
Losses available for offsetting against future taxable income		9,326	4,742
Compound Financial Instruments		16	-
Government grant		231	
Others		22	1
	(n)	10,726	5,288
Total	**(o) = (m) - (n)**	**680**	**550**
Deferred tax liabilities (net)	**(l) + (o)**	**5,945**	**5,907**

a) **At India's applicable statutory income tax rate i.e. Minimum Alternate Tax / Corporate Income Tax plus applicable Surcharge rate (7% to 12%) and cess (4%) for 31 March 2019 and 31 March 2018:**

	31 March 2019	31 March 2018
Accounting profit before income tax	**2,342**	**841**
Tax at the India's tax rate of 34.944% (31 March 2018 : 34.608%)	818	291
Disallowance u/s 94B of Income Tax Act	1,516	196
Compensation for loss of revenue	(52)	-
Interest on compound financial instrument	37	(7)
Acquisition related cost	-	74
Effect of subsidiaries with losses, tax rate differences and other consolidation adjustments	(1,031)	(156)
Other non deductible expenses	4	(2)
At the effective income tax rate	**1,292**	**397**
Current tax expense reported in the statement of profit and loss	1,186	560
Deferred tax expense reported in the statement of profit and loss*	106	(163)
	1,292	**397**
*** Where deferred tax expense relates to the following :**		
Losses available for offsetting against future taxable Income	(8,886)	(11,022)
Derivative Instrument	31	-
Preliminary expenses not written off under tax laws	1	-
Operation and maintenance	(25)	(208)
Unused tax credit (MAT)	(1,211)	(391)
Difference in WDV as per books of accounts and tax laws	10,680	11,407
Government grant	(215)	-
Compound Financial Instruments	(14)	(11)
Amortisation of ancillary borrowing cost	22	64
Lease Equalisation Reserve	-	(11)
Business Combination	(216)	-
Others	(60)	10
	106	**(163)**

Reconciliation of deferred tax assets (net):

	31 March 2019	31 March 2018
Opening balance of DTA/DTL (net)	**(4,384)**	**983**
Deferred tax income/(expense) during the year recognised in profit or loss	(106)	163
Deferred tax on initial recognition of compound financial instruments (netted through equity)	-	-
Deferred tax income/(expense) during the year due to business combination	109	(5,159)
Deferred tax income/(expense) during the year recognised in OCI	88	(371)
Closing balance of DTA/DTL (net)	**(4,293)**	**(4,384)**

The Group has unabsorbed depreciation and tax losses which arose in India of INR 95,481 (31 March 2018: INR 59,936). The unabsorbed depreciation and tax losses will be available for offsetting against future taxable profits of the Group.

Out of this, the tax losses that are available for offsetting from five to eight years against future taxable profits of the companies in which the losses arose are INR 6,639 (31 March 2018: 5,922). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 88,842 (31 March 2018: INR 54,015). Unabsorbed depreciation is available for utilisation indefinitly.

The Group has recognised deferred tax asset of INR 22,601 (31 March 2018: INR 13,096) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry year of MAT credit is 10 to 15 years from the date of entitlement and deferred tax has been recognised on MAT credit which are expected to be utilised before the expiry year

11 Prepayments	**As at 31 March 2019**	**As at 31 March 2018**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	3,514	1,720
Total	**3,514**	**1,720**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	659	492
	659	**492**

12 Other assets	**As at 31 March 2019**	**As at 31 March 2018**
Non-current (unsecured, considered good unless otherwise stated)		
Capital advance	18,372	5,285
Advances recoverable	224	167
Security deposits	28	29
Deferred rent	18	25
Balances with government authorities	155	80
Total	**18,797**	**5,586**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable (refer note 58)	1,460	1,622
Deferred rent	7	7
Balances with government authorities	600	338
Others	1	49
Total	**2,068**	**2,016**

13 Inventories (At lower of cost and net realizable value)	**As at 31 March 2019**	**As at 31 March 2018**
Consumables and spares	136	153
Traded goods	583	-
Total	**719**	**153**

14 Derivative instruments	**As at 31 March 2019**	**As at 31 March 2018**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	774	75
Total	**774**	**75**

15 Trade receivables	**As at 31 March 2019**	**As at 31 March 2018**
Unsecured, considered good (refer note 52)	19,233	6,701
Secured, considered good	-	-
Receivables which have significant increase in credit risk	49	6
Receivables - credit impaired	-	-
	19,282	**6,707**
Less: Provision for doubtful debts	(6)	(6)
Total	**19,276**	**6,701**

No trade or other receivables are due from directors or other officers of the Company either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days
With effect from 1 April 2018, unbilled income has been classified under head Trade receivables on account of application of Ind AS 115 using modified retrospective approach. Refer note 5.a new and amended standards for detailed explanation.

16 Cash and cash equivalents	**As at 31 March 2019**	**As at 31 March 2018**
Cash and cash equivalents		
Cash and cheque on hand	0	0
Balance with bank		
- On current accounts	4,781	5,200
- Deposits with original maturity of less than 3 months #	5,334	8,714
	10,115	**13,914**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	15,385	10,322
- Remaining maturity for more than twelve months #	92	2,533
	15,477	**12,855**
Less: amount disclosed under financial assets (others) (Note 9)	(92)	(2,533)
Total	**15,385**	**10,322**

Fixed deposits of INR 7,456 (31 March 2018: INR 6,396) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 days to 3,652 days and carry an interest rate of 3.50% - 8.66% which is receivable on maturity.

17 Share capital

Authorised share capital	Number of shares	Amount
Equity shares of INR 10 each		
At 1 April 2017	370,000,000	3,700
Increase during the year	30,000,000	300
At 31 March 2018	400,000,000	4,000
Increase during the year	100,000,000	1,000
At 31 March 2019	**500,000,000**	**5,000**

Issued share capital	Number of shares	Amount
17A Equity shares of INR 10 each issued, subscribed and fully paid up		
At 1 April 2017	338,361,672	3,384
Shares issued during the year	38,796,184	388
At 31 March 2018	**377,157,856**	**3,772**
Shares issued during the year	2,766,700	27
At 31 March 2019	**379,924,556**	**3,799**

Terms/rights attached to equity shares

The Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the Group will declare and pay dividends in Indian rupees.
In the event of liquidation of a Group, the holders of equity shares of such Group will be entitled to receive remaining assets of the Group, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the Group.

17B Details of shareholders holding more than 5% shares in the Company	As at 31 March 2019		As at 31 March 2018	
	Number	% Holding	Number	% Holding
GS Wyvern Holding Ltd	184,709,600	48.62%	184,709,600	48.97%
Canada Pension Plan Investment Board	61,608,099	16.22%	61,608,099	16.33%
Green Rock B 2014 Limited (formerly known as Green Rock A 2014 Limited)	60,487,804	15.92%	60,487,804	16.04%
JERA Power RN B.V.	34,411,682	9.06%	34,411,682	9.12%

As per the records of the Company, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

17C No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

17D Shares reserved for issue under options

For details of shares reserved for issue under the share based payment plan of the Group, refer note 39.

18 Other equity

18A Share application money pending allotment	
At 1 April 2017	-
Share application money received during the year	16,093
Equity shares issued during the year	(16,093)
At 31 March 2018	-
Share application money received during the year	566
Equity shares issued during the year	(566)
At 31 March 2019	-

18B Securities premium	
At 1 April 2017	**50,711**
Premium on issue of equity shares during the year	15,705
Amount transferred from share based payment reserve on conversion	1
Amount utilized against for issue of equity shares	(41)
At 31 March 2018	**66,376**
Premium on issue of equity shares during the year	539
Amount transferred from share based payment reserve on conversion	257
Amount utilized against for issue of equity shares	(7)
At 31 March 2019	**67,165**

Nature and purpose
Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

18C Capital reserve

At 1 April 2017	**114**
Additions during the year	-
At 31 March 2018	**114**
Additions during the year	-
At 31 March 2019	**114**

Nature and purpose

Capital reserve represents bargain purchase on business combinations.

18D Debenture redemption reserve

At 1 April 2017	**1,065**
Amount transferred from surplus balance in retained earnings*	1,357
At 31 March 2018	**2,422**
Amount transferred from surplus balance in retained earnings*	1,755
At 31 March 2019	**4,177**

Nature and purpose

Debenture redemption reserve represents amount transferred from retained earnings as per the requirements of Companies (Share capital and Debentures) Rules, 2014 (as amended).

*Due to insufficient profit during the year, DRR has been created only to the extent of available profit. Resultantly, there is a overall shortfall as at 31 March 2019 INR 1,279 (31 March 2018 INR 241).

18E Hedge reserve

At 1 April 2017	**(978)**
Movement in hedge reserve (refer note 51)	773
Attributable to non-controlling interests	(66)
At 31 March 2018	**(271)**
Movement in hedge reserve (refer note 51)	(258)
Attributable to non-controlling interests	17
At 31 March 2019	**(512)**

Nature and purpose

The Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the Group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the statement of profit or loss when the hedged item affects profit or loss (e.g. interest payments).

18F Share based payment reserve

At 1 April 2017	**536**
Expense for the year	492
Amount utilised on exercise of stock options	(1)
At 31 March 2018	**1,027**
Expense for the year	316
Amount utilised on exercise of stock options	(257)
At 31 March 2019	**1,086**

Nature and purpose

The share options based payment reserve is used to recognise the grant date fair value of options issued to employees under employee stock option plan.

18G Foreign currency translation reserve

At 1 April 2017	**-**
Additions during the year	-
At 31 March 2018	**-**
Additions during the year	(2)
At 31 March 2019	**(2)**

Nature and purpose

Exchange differences arising on translation of the foreign operations are recognised in other comprehensive income as described in accounting policy and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed-off.

18H Retained earnings

At 1 April 2017	**(1,117)**
Profit for the year	300
Re-measurement losses on defined benefit plans (net of tax)	(1)
Adjustments for acquisition of interest by NCI in subsidiaries	(0)
Appropriation for debenture redemption reserve	(1,357)
At 31 March 2018	**(2,175)**
Profit for the year	800
Re-measurement losses on defined benefit plans (net of tax)	10
Adjustments for acquisition of interest by NCI in subsidiaries	(0)
Appropriation for debenture redemption reserve	(1,755)
At 31 March 2019	**(3,120)**

19 Long-term borrowings	**Nominal interest rate %**	**Maturity**	**Non-current**		**Current**	
			As at 31 March 2019	**As at 31 March 2018**	**As at 31 March 2019**	**As at 31 March 2018**
Debentures						
- Non convertible debentures (secured)	9.18% - 13.01%	September 2034	58,893	62,127	4,301	1,059
- Compulsorily convertible debentures (unsecured)	8.00% - 11.00%	September 2036	692	638	-	-
Term loan from bank (secured)	8.20% - 11.70%	December 2038	79,584	44,361	5,155	1,153
Term loan from financial institutions (secured)	9.85% - 11.80%	July 2040	47,857	61,944	1,817	2,076
Acceptances (unsecured)	7.76% - 8.75%	March 2022	4,904		-	
Buyer's / Supplier's credit (secured)	2.91% -3.13% 6 months Libor + 45 to 110 BPS	December 2019	-	8,452	4,269	5,509
Senior secured notes	6.67% - 10.63%	February 2022 - March 2024	61,855	31,766	-	-
Total long-term borrowings #			**253,785**	**209,288**	**15,542**	**9,797**
Amount disclosed under the head 'Other current financial liabilities' (refer note 26)			-	-	(15,542)	(9,797)
Net long-term borrowings			**253,785**	**209,288**	**-**	**-**

# Certain borrowings included above are guaranteed by ReNew Power Limited on behalf of the group entities. Further, certain securities held in subsidiary companies are pledged with banks and financial institutions as security for financial facilities obtained by subsidiary companies.

Notes:
Details of security

Non convertible debentures (secured)
The debentures are secured by way of first pari passu charge on the respective Company's immovable properties, movable assets, current assets, cash accruals including but not limited to current assets, receivables, book debts, cash and bank balances, loans and advances etc. present and future.

Senior secured notes (secured)
Senior Secured notes are secured by way of exclusive mortgage over immovable properties and exclusive charge by way of hypothecation of tangible. Further secured by way of hypothecation over rights and benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the company. Secondary Charge over the account receivables ,book debts and cash flows.
Creation of charge on immovable properties of INR 29,463 by way of mortgage and assignment is under process.

Term loan in Indian rupees from banks (secured)
Secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the respective Company.

Term loan in Indian rupees from financial institutions (secured)
Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective company.

Buyer's/ Supplier's credit (secured)
Secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the respective Company. Creation of charge by way of mortgage and assignment is under process.

Acceptances (secured)
Acceptances are secured by parri passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.

Compulsorily convertible debentures (unsecured)
Compulsorily Convertible Debentures (CCD) are compulsorily convertible into equity shares in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein. CCD do not carry any voting rights.

Terms of conversion of CCDs

Entity	Tenure (years)	Total Proceeds	Maturity date	Interest coupon rate	Moratorium period
ReNew Mega Solar Private Limited	25	193	22 August 2036 and 20 September 2036	8%	18 months from the date of issue
ReNew Solar Energy (Telangana) Private Limited	25	620	22 August 2036	8%	18 months from the date of issue
ReNew Solar Energy (Karnataka) Private Limited	25	179	03 July 2035	11%	18 months from the date of issue
ReNew Akshay Urja Private Limited	25	500	17 June 2035	0.01%	18 months from the date of issue

The details of non convertible debentures (secured) are as below:

Debenture Series	Face value per NCD (INR)	Numbers of NCDs outstanding		Outstanding amount		Nominal interest	Earliest redemption date	Terms of repayment
		As at 31 March 2019	As at 31 March 2018	As at 31 March 2019	As at 31 March 2018			
Series 1	1,000,000	-	500	-	500	12.68%	NA	Bullet
Series 2	1,000,000	-	500	-	500	12.68%	NA	Bullet
Series 4	1,000,000	-	500	-	500	13.01%	NA	Bullet
Series 5	1,000,000	-	500	-	500	13.01%	NA	Bullet
Not applicable	1,000,000	1,233	1,327	1,233	1,327	9.41%	30-Jun-19	Quarterly
Not applicable	1,000,000	5,462	5,691	5,462	5,691	9.60%	30-Jun-19	Quarterly
Series 1	1,000,000	1,920	-	1,920	-	9.95%	30-Jun-19	Quarterly
Series 2	1,000,000	3,426	3,602	3,426	3,602	9.60%	30-Jun-19	Quarterly
Not applicable	1,000,000	3,056	-	3,056	-	9.95%	30-Jun-19	Quarterly
Not applicable	1,000,000	3,930	4,150	3,930	4,150	9.75%	30-Sep-19	Half yearly
Series-1	1,000,000	700	900	700	900	8.55%	30-Sep-19	Half yearly
Series-2	1,000,000	2,395	2,475	2,395	2,475	8.65%	30-Sep-19	Half yearly
Series-3	1,000,000	4,085	4,095	4,085	4,095	8.75%	30-Sep-19	Half yearly
Not applicable	1,000,000	1,000	1,000	1,000	1,000	10.25%	28-Nov-19	Bullet
Not applicable	1,000,000	8,040	8,040	8,040	8,040	10.15%	29-Feb-20	Quarterly
Series 3	1,000,000	1,000	1,000	1,000	1,000	12.68%	23-Mar-20	Bullet
Series 6	1,000,000	1,000	1,000	1,000	1,000	13.01%	23-Mar-20	Bullet
Not applicable	1,000,000	2,835	2,835	2,835	2,835	11.00%	9-Sep-20	Bullet
Not applicable	1,000,000	10,000	10,000	10,000	10,000	9.60%	26-Feb-21	Bullet
Not applicable	1,000,000	5,000	5,000	5,000	5,000	10.40%	30-Jul-21	Bullet
Not applicable	1,000,000	2,000	2,000	2,000	2,000	10.30%	28-Sep-22	Bullet
Not applicable	1,000,000	2,000	2,000	2,000	2,000	11.35%	31-Oct-22	Bullet
Not applicable	1,000,000	1,210	1,210	1,210	1,210	9.18%	30-Nov-22	Bullet
Not applicable	1,000,000	3,210	3,210	3,210	3,210	9.45%	30-Jul-25	Bullet
Total				**63,503**	**61,534**			

20 Deferred government grant	**As at 31 March 2019**	**As at 31 March 2018**
Received	930	311
Released to the statement of profit and loss	(39)	(12)
Total	**891**	**299**
Current	39	12
Non-current	852	287

21 Long-term provisions	**As at 31 March 2019**	**As at 31 March 2018**
Provision for gratuity (net of planned assets) (refer note 37)	72	47
Total	**72**	**47**

22 Other non-current liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Provision for operation and maintenance equalisation	2,961	2,269
Security deposit received	1	-
Others	12	5
Total	**2,974**	**2,274**

23 Short term borrowings	**As at 31 March 2019**	**As at 31 March 2018**
Working capital term loan (secured)	7,807	2,980
Acceptances (secured)	9,016	7,294
Buyer's / supplier's credit (secured)	3,617	3,843
Commercial papers (unsecured)	-	5,165
Loan from related party (unsecured) (refer note 41)	176	-
Loan from body corporate (unsecured)	41	83
Total #	**20,657**	**19,365**

Working capital term loan (secured)

The term loan from bank carries interest @ 8.55% to 11.50% p.a. The same is repayable with a bullet payment at the end of the tenure i.e. 31-365 days. It is secured by first charge by way of hypothecation entire movable properties of the borrower, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, uncalled up capital except project assets.

Acceptances (secured)

Acceptances are secured by parri passu charge over all present and future current assets and movable fixed assets of the respective Company of respective projects for which such acceptances are taken.
Discount rate of acceptances ranges from 7.76% to 9.36%.

Buyer's/Supplier's credit (secured)

Buyer's/Supplier credit carries an interest rate of 1 month Libor 80 bps to 6 month Libor 110 bps is secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the respective Company.

Commercial papers (unsecured)

Secured Commercial papers are issued at a discount rate on commercial paper of 7.85% - 9.42% per annum.

Loan from related party (unsecured)

Unsecured loan from related party is repayable on demand and carries interest at 8.00% p.a.

Loan from body corporates (unsecured)

Unsecured loan from body corporate of INR 41 (31 March 2018 : INR 83), no interest is payable on the loan and shall be repaid as per the terms of respective share purchase agreements.

# Certain borrowings included above are guaranteed by ReNew Power Limited on behalf of the group entities. Further, certain securities held in subsidiary companies are pledged with banks and financial institutions as security for financial facilities obtained by subsidiary companies.

24 Trade payables	**As at 31 March 2019**	**As at 31 March 2018**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 48)	4	-
Others	3,025	2,735
Total	**3,029**	**2,735**

25 Derivative instruments	**As at 31 March 2019**	**As at 31 March 2018**
Financial liabilities at fair value through OCI		
Current		
Cash flow hedges		
Derivative instruments	895	931
Total	**895**	**931**

26 Other current financial liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (refer note 19)	15,542	9,797
Others		
Interest accrued but not due on borrowings	1,319	1,080
Interest accrued but not due on debentures	448	440
Capital creditors	13,109	15,616
Purchase consideration payable	1,019	1,877
Other payables	40	-
Total	**31,477**	**28,810**

27 Other current liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Advance from customers	0	1
Provision for operation and maintenance equalisation	401	171
Deferred revenue	4	-
Other payables		
TDS payable	866	825
GST payable	465	215
Provident fund payable	12	9
Total	**1,748**	**1,221**

28 Short term provisions	**As at 31 March 2019**	**As at 31 March 2018**
Provision for gratuity (net of planned assets) (refer note 37)	3	7
Provision for leave encashment	64	60
Total	**67**	**67**

29 Revenue from operations	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Income from contracts with customers		
Sale of power	42,969	23,907
Sale of services - management shared services (refer note 41)	27	-
Income from engineering, procurement and construction service	82	554
Income from sale of renewable energy certificates	66	156
Total	**43,144**	**24,617**

30 Other income	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Interest income accounted at amortised cost		
- on fixed deposit with banks	1,393	1,019
- income tax refund	4	10
- others	7	123
Government grant		
- generation based incentive	2,288	1,271
- viability gap funding	39	25
Compensation for loss of revenue (refer note 59)	379	338
Income from leases	175	-
Insurance claim	41	31
Gain on ineffectiveness on derivative instruments designated as cash flow hedge (net)	44	-
Fair value change of mutual fund (including realised gain)	272	278
Early commissioning incentive	-	20
Fair value gain on investment (refer note 54)	77	-
Miscellaneous income	39	63
Total	**4,758**	**3,178**

31 Cost of raw material and components consumed	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Cost of raw material and components consumed	81	522
Total	**81**	**522**

32 Employee benefits expense	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Salaries, wages and bonus	728	455
Contribution to provident and other funds	41	24
Share based payments (refer note 39)	183	272
Gratuity expense (refer note 37)	13	10
Staff welfare expenses	43	35
Total	**1,008**	**796**

33 Other expenses	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Legal and professional fees	899	703
Corporate social responsibility (refer note 50)	53	49
Travelling and conveyance	151	166
Rent	106	95
Director's commission	15	10
Printing and stationery	2	2
Rates and taxes	159	208
Payment to auditors *	72	31
Insurance	148	119
Operation and maintenance	2,667	1,600
Repair and maintenance		
- others	23	17
Loss on sale of property plant & equipment and capital work in progress (net)	197	53
Bidding expenses	22	34
Advertising and sales promotion	8	47
Option premium amortisation	69	-
Security charges	176	123
Communication costs	26	27
Loss on settlement of derivative instruments designated as cash flow hedge (net)	304	14
Loss on ineffectiveness on derivative instruments designated as cash flow hedge (net)	-	29
Provision for doubtful debts	1	6
Miscellaneous expenses	103	77
Total	**5,201**	**3,410**

***Payment to Auditors**	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
As auditor:		
Audit fee	37	23
In other capacity:		
Certification fees	3	2
Other services *	41	32
Limited review	1	-
Reimbursement of expenses	7	5
	89	62
Less: IPO expenses transferred to other assets	-	(31)
Less: Other services transferred to unamortised ancillary cost of borrowings	(16)	0
Less: Reimbursement of expenses transferred to unamortised ancillary cost of borrowings	(1)	-
	72	**31**

* includes services received for capital market transactions.

34 Depreciation and amortization expense	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Depreciation of property, plant & equipment (refer note 6)	11,341	7,017
Amortisation of intangible assets (refer note 7)	1,118	107
Total	**12,459**	**7,124**

35 Finance costs	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Interest expense on		
- term loans	12,402	5,023
- loan from related party (refer note 41)	12	-
- acceptance	667	467
- buyer's/supplier's credit	1,159	1,019
- on working capital demand loan	331	49
- debentures	6,485	3,531
- liability component of compulsorily convertible debentures	78	60
- commercial papers	405	43
- notes	4,357	4,222
- others	16	5
Bank charges	376	402
Unamortised ancillary borrowing cost written off*	523	281
Total	**26,811**	**15,102**

* Represents transaction cost on long term borrowings charged to statement of profit & loss on account of derecognition due to substantial modification.

36 Earnings per share (EPS)	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
The following reflects the profit and share data used for the basic and diluted EPS computations:		
Profit attributable to equity holders of parent for basic EPS	800	300
Weighted average number of equity shares for calculating basic EPS	379,797,836	339,327,176
Basic earnings per share	2.11	0.89
Profit attributable to equity holders of parent for diluted EPS	800	300
Weighted average number of equity shares for calculating diluted EPS	385,804,858	346,071,290
Diluted earnings per share	2.07	0.87

	No. of shares	**No. of shares**
Weighted average number of equity shares in calculating basic EPS	379,797,836	339,327,176
Effect of dilution		
Convertible equity for employee stock option plan	6,007,022	6,744,114
Weighted average number of equity shares in calculating diluted EPS	385,804,858	346,071,290

37 Gratuity and other post-employment benefit plans

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Group has no obligation, other than the contribution payable to the provident fund.

The Group has a defined benefit gratuity plan. Gratuity is computed as 15 days salary, for every completed year of service or part thereof in excess of 6 months and is payable on retirement/termination/resignation. The benefit vests on the employees after completion of 5 years of service. The Gratuity liability has not been externally funded. Group makes provision of such gratuity liability in the books of accounts on the basis of actuarial valuation as per the projected unit credit method.

The following tables summarize the components of net benefit expense recognized in the statement of profit and loss and the unfunded status and amounts recognized in the balance sheet for the Gratuity.

Statement of profit and loss

Net employees benefit expense recognised in employee cost	**31 March 2019**	**31 March 2018**
Current service cost	25	21
Interest cost on benefit obligation	5	2
Net benefit expense*	**30**	**23**
Net expense/(income) recognised in other comprehensive income	14	(1)

Balance sheet

Benefit liability	**31 March 2019**	**31 March 2018**
Present value of unfunded obligation	75	53
Net liability	75	53

	31 March 2019	**31 March 2018**
Changes in the present value of the defined benefit obligation		
Opening defined benefit obligation	53	26
Current service cost	25	21
Interest cost	5	2
Benefits paid	(0)	(1)
Remeasurements during the year due to:		
- Experience adjustments	(14)	2
- Change in financial assumptions	-	(2)
- Change in demographic assumptions	(0)	-
Liabilities net of planned assets assumed under business combination	-	5
Assets extinguished on curtailments/settlements	6	-
Closing defined benefit obligation	75	53

Since the entire amount of plan obligation is unfunded therefore changes in fair value of plan assets, categories of plan assets as a percentage of the fair value of total plan assets and Group's expected contribution to the plan assets for the next year is not given.

* This amount is inclusive of amount capitalised in different projects.

The principal assumptions used in determining gratuity obligations	**31 March 2019**	**31 March 2018**
Discount rate	7.75%	7.75%
Salary escalation	10.00%	10.00%

The estimates of future salary increases considered in actuarial valuation take account of inflation, total amount of inflation, seniority, promotion and other relevant factors, such as supply and demand in the employment market.

The Group regularly assesses these assumptions with the projected long-term plans and prevalent industry standards. The impact of sensitivity due to changes in the significant actuarial assumptions on the defined benefit obligations is given in the table below:

Particulars	**Change in assumptions**	**31 March 2019**	**31 March 2018**
Discount rate	+ 0.5%	66	45
	- 0.5%	76	51
Salary escalation	+ 0.5%	74	50
	- 0.5%	67	46

The sensitivity analysis above has been determined based on a method that extrapolates the impact on defined benefit obligation as a result of reasonable changes in key assumptions occurring at the end of the reporting period.

Projected plan cash flow:

The table below shows the expected cash flow profile of the benefits to be paid to the current membership of the plan based on past service of the employees as at the valuation

Maturity Profile	**31 March 2019**	**31 March 2018**
Within next 12 months	2	2
From 2 to 5 years	20	14
From 6 to 9 years	84	34
10 years and beyond	181	128

The weighted average duration to the payment of these cash flows is 10.58 years (31 March 2018: 10.90 years).

Risk analysis
The Group is exposed to a number of risks in the defined benefit plans. Most significant risks pertaining to defined benefits plans and management estimation of the impact of these risks are as follows:

· Inflation risk: Currently the Group has not funded the defined benefit plans. Therefore, the Group will have to bear the entire increase in liability on account of inflation.

· Longevity risk/life expectancy: The present value of the defined benefit plan liability is calculated by reference to the best estimate of the mortality of plan participants both during and at the end of the employment. An increase in the life expectancy of the plan participants will increase the plan liability.

· Salary growth risk: The present value of the defined benefit plan liability is calculated by reference to the future salaries of plan participants. An increase in the salary of the plan participants will increase the plan liability.

Defined contribution plan:	**31 March 2019**	**31 March 2018**
Contribution to provident fund & other fund charged to statement of profit & loss*	70	52

*This amount is inclusive of amount capitalized in different projects.

38 Operating lease commitments

The Group has entered into commercial property lease for its offices. The lease have non-cancellable commitment year which has remaining term of 5 years. The Company has the option, under some of its leases, to lease the assets for additional terms of upto three years.

Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows

Particulars	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Within one year	110	110
After one year but not more than five years	330	441

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39 Share Based Payment

The Group has five share-based payment schemes for its employees:
2018 Stock Option Plan, 2017 Stock Option Plan, 2016 Stock Option Plan, 2014 Stock Option Plan and 2011 Stock Option Plan ('Group Stock Option Plans') approved by the board. According to the ESOP schemes, the employee selected by the compensation committee from time to time will be entitled to options as per grant letter issued by the committee, subject to satisfaction of prescribed vesting conditions.

The relevant terms of the ESOP schemes are as below:

Plans	**2018 Stock Option Plan**	**2017 Stock Option Plan**	**2016 Stock Option Plan**	**2014 Stock Option Plan**	**2011 Stock Option Plan**
Grant Date	Multiple	Multiple	Multiple	Multiple	Multiple
Vesting period	**Time Linked Vesting**: 50 % of grants will vest in 5 years as follows: i) One year from the date of grant, the Options for the first four quarters shall vest immediately. ii) Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant.	**Time Linked Vesting:** 50 % of grants will vest in 5 years as follows: i) One year from the date of grant, the Options for the first four quarters shall vest immediately. ii) Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant.	**Time Linked Vesting:** 5 years on quarterly basis effective from December 1, 2015 on completion of one year from the date of grant, the Options for the first seven quarters shall vest immediately. Thereafter, vesting will continue on quarterly basis for the unvested Options commencing from December 1, 2017. **Performance linked vesting:** The Options shall vest annually and shall be prorated over a period of 3 years from the date of grant and shall be subject to the EBITDA achieved by the Company for the last completed financial year. The vesting of the Options shall take place at the end of the first anniversary of the date of grant ("Vesting Date") and thereafter on March 31, 2018 and March 31, 2019 or at a later date when the audited financial statements of the Company are available.	**Time Linked Vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option	**Time Linked Vesting:** 5 years from the grant date
Exercise period	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting
Exercise price	INR 415	INR 340	INR 205	INR 100 or 131	INR 100
Settlement type	Equity Settled	Equity Settled	Equity Settled	Equity Settled	Equity Settled

The details of options outstanding under the ESOP schemes are summarized below:

Particulars	**Number of options (in million)**	
	2018-19	**2017-18**
Outstanding at the beginning of the year	21	11
Granted during the year*	1	10
Forfeited during the year	0	0
Repurchase during the year	-	0
Exercised during the year	3	0
Outstanding at the end of the year	19	21
Exercisable at the end of the year	9	18

- The weighted average exercise price of these options outstanding was INR 258 for the period ended 31 March 2019 (31 March 2018: INR 246).
- The weighted average exercise price of these options granted during the year was INR 415 for the period ended 31 March 2019 (31 March 2018: INR 340)
- The weighted average exercise price of these options exercised during the period was INR 205 for the period ended 31 March 2019 (31 March 2018: INR 100).
- The weighted average exercise price of these options forfeited/repurchased during the period was INR 290 for the period ended 31 March 2019 (31 March 2018 INR. 226).

Particulars	**2018-19**	**2017-18**
Dividend yield (%)	1.5%	1.5%
Expected volatility (%)	15%	15%
Risk–free interest rate (%)	7.70% - 8.12%	6.64% - 6.96%
Weighted average remaining contractual life	6.86 years	7.85 years

The fair value of share options granted is estimated at the date of grant using an appropriate valuation model, taking into account the terms and conditions upon which the share options were granted.

40 The Group, in addition to the Parent Company, comprises of the following entities:

Sl.No	Name of Companies	Holding Company	31 March 2019	31 March 2018
1.	ReNew Wind Energy (AP 3) Private Limited	ReNew Power Limited	100%	100%
2.	ReNew Solar Power Private Limited	ReNew Power Limited	100%	100%
3.	ReNew Wind Energy (MP) Private Limited	ReNew Power Limited	100%	100%
4.	ReNew Wind Energy (Varekarwadi) Private Limited	ReNew Power Limited	100%	100%
5.	ReNew Wind Energy Delhi Private Limited	ReNew Power Limited	100%	100%
6.	ReNew Wind Energy (Jamb) Private Limited	ReNew Power Limited	100%	100%
7.	ReNew Wind Energy (Devgarh) Private Limited	ReNew Power Limited	100%	100%
8.	ReNew Wind Energy (AP) Private Limited	ReNew Power Limited	67%	68%
9.	Narmada Wind Energy Private Limited	ReNew Power Limited	100%	100%
10.	ReNew Wind Energy (Sipla) Private Limited	ReNew Power Limited	100%	100%
11.	ReNew Solar Energy (Jharkhand One) Private Limited	ReNew Solar Power Private Limited	100%	100%
12.	ReNew Solar Energy (Jharkhand Three) Private Limited	ReNew Solar Power Private Limited	100%	100%
13.	ReNew Solar Energy (Jharkhand Four) Private Limited	ReNew Solar Power Private Limited	100%	100%
14.	ReNew Solar Energy (Jharkhand Five) Private Limited	ReNew Solar Power Private Limited	100%	100%
15.	ReNew Wind Energy (Karnataka Two) Private Limited	ReNew Power Limited	100%	100%
16.	Abaha Wind Energy Developers Private Limited	ReNew Power Limited	100%	100%
17.	ReNew Solar Energy Private Limited	ReNew Power Limited	100%	100%
18.	ReNew Wind Energy (TN) Private Limited	ReNew Power Limited	100%	100%
19.	ReNew Wind Energy (Budh 3) Private Limited	ReNew Solar Power Private Limited	100%	100%
20.	ReNew Wind Energy (MP One) Private Limited	ReNew Power Limited	100%	100%
21.	ReNew Solar Energy (Telangana) Private Limited*	ReNew Solar Power Private Limited	51%	51%
22.	ReNew Power Services Private Limited	ReNew Power Limited	100%	100%
23.	ReNew Solar Energy (Karnataka Two) Private Limited	ReNew Solar Power Private Limited	100%	100%
24.	ReNew Wind Energy (Shivpur) Private Limited	ReNew Power Limited	100%	100%
25.	ReNew Wind Energy (Karnataka) Private Limited	ReNew Power Limited	65%	66%
26.	ReNew Wind Energy (Karnataka 3) Private Limited	ReNew Solar Power Private Limited	100%	100%
27.	ReNew Wind Energy (AP Five) Private Limited	ReNew Solar Power Private Limited	100%	100%
28.	ReNew Saur Urja Private Limited	ReNew Solar Power Private Limited	100%	100%
29.	Bhumi Prakash Private Limited	ReNew Solar Power Private Limited	100%	100%
30.	Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited	100%	100%
31.	ReNew Saur Shakti Private Limited (Formerly known as Surya Prakash Urja Bhoomi Private Limited)	ReNew Solar Power Private Limited	100%	100%
32.	ReNew Agni Power Private Limited (Formerly known as Bhanu Dhara Kiran Private Limited)	ReNew Solar Power Private Limited	100%	100%
33.	ReNew Mega Solar Power Private Limited (Formerly known as Sun Season Private Limited)*	ReNew Solar Power Private Limited	51%	51%
34.	ReNew Wind Energy (Rajasthan 2) Private Limited	ReNew Power Limited	100%	100%
35.	ReNew Wind Energy (MP Two) Private Limited	ReNew Power Limited	100%	100%
36.	ReNew Wind Energy (Jath Three) Private Limited	ReNew Power Limited	100%	100%
37.	ReNew Wind Energy (Karnataka 4) Private Limited	ReNew Solar Power Private Limited	100%	100%
38.	ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited	100%	100%
39.	ReNew Wind Energy (MP Four) Private Limited	ReNew Solar Power Private Limited	100%	100%
40.	ReNew Wind Energy (AP2) Private Limited	ReNew Power Limited	100%	100%
41.	ReNew Wind Energy (Orissa) Private Limited	ReNew Power Limited	100%	100%
42.	ReNew Wind Energy (AP 4) Private Limited	ReNew Power Limited	100%	100%
43.	ReNew Wind Energy (Jadeswar) Private Limited	ReNew Power Limited	100%	100%
44.	ReNew Wind Energy (Welturi) Private Limited	ReNew Power Limited	100%	100%
45.	ReNew Solar Services Private Limited (Formerly known as ReNew Wind Energy (Vaspet 4) Private Limited)	ReNew Solar Energy Private Limited	100%	100%
46.	ReNew Solar Energy (Rajasthan) Private Limited	ReNew Solar Power Private Limited	100%	100%
47.	ReNew Wind Energy (Vaspet 5) Private Limited	ReNew Power Limited	100%	100%
48.	ReNew Solar Energy (Karnataka) Private Limited*	ReNew Solar Power Private Limited	51%	51%
49.	ReNew Wind Energy (TN 2) Private Limited	ReNew Solar Power Private Limited	100%	100%
50.	ReNew Wind Energy (Rajkot) Private Limited	ReNew Power Limited	100%	100%
51.	ReNew Wind Energy (Rajasthan) Private Limited	ReNew Power Limited	100%	100%
52.	ReNew Akshay Urja Limited (Formerly known as ReNew Akshay Urja Private Limited)*	ReNew Solar Power Private Limited	56%	56%
53.	ReNew Wind Energy (Jath) Limited (Formerly known as ReNew Wind Energy (Jath) Private Limited)	ReNew Power Limited	100%	100%
54.	ReNew Wind Energy (Rajasthan One) Private Limited	ReNew Power Limited	100%	100%
55.	ReNew Wind Energy (Rajasthan 3) Private Limited	ReNew Power Limited	100%	100%
56.	ReNew Solar Energy (TN) Private Limited	ReNew Solar Power Private Limited	100%	100%
57.	ReNew Wind Energy (Karnataka Five) Private Limited	ReNew Power Limited	100%	100%

40 The Group, in addition to the Parent Company, comprises of the following entities:

Sl.No	Name of Companies	Holding Company	31 March 2019	31 March 2018
58.	ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited	100%	100%
59.	ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited	100%	100%
60.	ReNew Clean Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
61.	ReNew Distributed Solar Energy Private Limited	ReNew Solar Energy Private Limited	100%	100%
62.	ReNew Distributed Solar Services Private Limited	ReNew Solar Energy Private Limited	100%	100%
63.	ReNew Distributed Solar Power Private Limited	ReNew Solar Energy Private Limited	100%	100%
64.	ReNew Surya Mitra Private Limited	ReNew Solar Energy Private Limited	100%	100%
65.	ReNew Surya Prakash Private Limited	ReNew Solar Energy Private Limited	100%	100%
66.	ReNew Saur Vidyut Private Limited	ReNew Solar Energy Private Limited	100%	100%
67.	ReNew Solar Daylight Energy Private Limited	ReNew Solar Energy Private Limited	100%	100%
68.	ReNew Solar Sun Flame Private Limited	ReNew Solar Energy Private Limited	100%	100%
69.	ReNew Power Singapore Pte. Ltd.	ReNew Power Limited	100%	100%
70.	Abha Sunlight Private Limited	ReNew Solar Power Private Limited	100%	100%
71.	Nokor Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
72.	Izra Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
73.	Zorya Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
74.	Vivasvat Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
75.	Nokor Bhoomi Private Limited	ReNew Solar Power Private Limited	100%	100%
76.	Akhilagya Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
77.	Adyah Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
78.	ReNew Transmission Ventures Private Limited	ReNew Power Limited	100%	100%
79.	Helios Infratech Private Limited	ReNew Power Limited	100%	100%
80.	Shruti Power Projects Private Limited	ReNew Power Limited	100%	100%
81.	Lexicon Vanijya Private Limited	ReNew Solar Power Private Limited	100%	100%
82.	Symphony Vyapaar Private Limited	ReNew Solar Power Private Limited	100%	100%
83.	Star Solar Power Private Limited	ReNew Solar Power Private Limited	100%	100%
84.	Sungold Energy Private Limited	ReNew Solar Power Private Limited	100%	100%
85.	Sunsource Energy Services Private Limited	ReNew Solar Energy Private Limited	100%	100%
86.	Molagavalli Renewable Private Limited	ReNew Power Limited	100%	100%
87.	ReNew Vayu Urja Private Limited (Formerly known as KCT Renewable Energy Private Limited)	ReNew Power Limited	100%	100%
88.	Rajat Renewables Limited	ReNew Power Limited	100%	100%
89.	Kanak Renewables Limited	ReNew Power Limited	100%	100%
90.	Bidwal Renewable Private Limited	ReNew Power Limited	100%	100%
91.	Pugalur Renewable Private Limited	ReNew Power Limited	100%	100%
92.	Aalok Solarfarms Limited #	Ostro Energy Private Limited	49%	49%
93.	Abha Solarfarms Limited #	Ostro Energy Private Limited	49%	49%
94.	AVP Powerinfra Private Limited	Ostro Energy Private Limited	100%	100%
95.	Badoni Power Private Limited	Ostro Energy Private Limited	100%	100%
96.	Heramba Renewables Limited #	Ostro Energy Private Limited	49%	49%
97.	Ostro Alpha Wind Private Limited	Ostro Energy Private Limited	100%	100%
98.	Ostro Anantapur Private Limited	Ostro Energy Private Limited	100%	100%
99.	Ostro Andhra Wind Private Limited	Ostro Energy Private Limited	100%	100%
100.	Ostro AP Wind Private Limited	Ostro Energy Private Limited	100%	100%
101.	Ostro Bhesada Wind Private Limited	Ostro Energy Private Limited	100%	100%
102.	Ostro Dakshin Power Private Limited	Ostro Energy Private Limited	100%	100%
103.	Ostro Dhar Wind Private Limited	Ostro Energy Private Limited	100%	100%
104.	Ostro Jaisalmer Private Limited	Ostro Energy Private Limited	100%	100%
105.	Ostro Kannada Power Private Limited	Ostro Energy Private Limited	100%	100%
106.	Ostro Kutch Wind Private Limited	Ostro Energy Private Limited	100%	100%
107.	Ostro Madhya Wind Private Limited	Ostro Energy Private Limited	100%	100%
108.	Ostro Mahawind Power Private Limited	Ostro Energy Private Limited	100%	100%
109.	Ostro Raj Wind Private Limited	Ostro Energy Private Limited	100%	100%
110.	Ostro Rann Wind Private Limited	Ostro Energy Private Limited	100%	100%
111.	Ostro Renewables Private Limited	Ostro Energy Private Limited	100%	100%
112.	Ostro Urja Wind Private Limited	Ostro Energy Private Limited	100%	100%
113.	Prathamesh Solarfarms Limited	Ostro Energy Private Limited	100%	49%
114.	Shreyas Solarfarms Limited #	Ostro Energy Private Limited	49%	49%
115.	Ostro Energy Private Limited	ReNew Power Services Private Limited	100%	100%
116.	Zemira Renewable Energy Limited	ReNew Power Limited	100%	100%
117.	ReNew Americas Inc.	ReNew Power Limited	100%	NA
118.	Auxo Solar Energy Private Limited	ReNew Solar Power Private Limited	100%	NA
119.	ReNew Power International Limited	ReNew Power Limited	100%	NA
120.	Zorya Distributed Power Services Private Limited	ReNew Solar Energy Private Limited	100%	NA
121.	ReNew Cleantech Private Limited	ReNew Solar Energy Private Limited	100%	NA
122.	ReNew Sun Ability Private Limited	ReNew Solar Energy Private Limited	100%	NA
123.	ReNew Mega Light Private Limited	ReNew Solar Energy Private Limited	100%	NA
124.	ReNew Sun Waves Private Limited	ReNew Solar Energy Private Limited	100%	NA
125.	ReNew Sun Flash Private Limited	ReNew Solar Energy (Jharkhand Four) Private Limited	100%	NA
126.	ReNew Sun Bright Private Limited	ReNew Solar Energy (Jharkhand Four) Private Limited	100%	NA
127.	ReNew Sun Energy Private Limited	ReNew Solar Power Private Limited	100%	NA
128.	Auxo Sunlight Private Limited	ReNew Solar Power Private Limited	100%	NA

* The remaining stakeholders in the respective entities have protective rights only. The group has evaluated that it has ability to use its power over the entities which entitile group to exposure/rights to variable returns, hence these have been accounted as subsidiaries in these consolidated financial statements of the group.

# These entities are under joint control and have been accounted for as equity method .

41 Related party disclosure

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 year and description of relationship as identified by the management are:-

I. Holding Company

GS Wyvern Holdings Limited (upto 22 March 2018)

II. Key management personnel or relatives of key management personnel:

Mr. Sumant Sinha, Chairman and Managing Director
Mr. Ravi Seth, Chief Financial Officer
Mr. Parag Sharma, Chief Operating Officer and head of solar business
Mr. Balram Mehta, President of wind business
Mr. Ravi Parmeshwar, Chief Human Resource Officer
Mr. Ashish Jain, Company Secretary and Compliance Officer
Mrs. Vaishali Nigam Sinha, CSR and Communication Officer

III. Enterprise owned or significantly influenced by key management personnel or their relatives:

Cognisa Investment
Wisemore Advisory Private Limited
ReNew Foundation

IV. Enterprise under joint control:

Prathamesh Solarfarms Limited (upto 30 January 2019)
Heramba Renewables Limited
Aalok Solarfarms Limited
Shreyas Solarfarms Limited
Abha Solarfarms Limited

V. Remuneration to key managerial personnel (KMP):

	For the year ended	
	31-Mar-19	**31-Mar-18**
Mr. Sumant Sinha	302	415
Mr. Ravi Seth (designated as KMP on 26 April 2018)	42	-
Mr. Parag Sharma (designated as KMP on 16 July 2018)	37	-
Mr. Balram Mehta (designated as KMP on 16 July 2018)	37	-
Mr. Ravi Parmeshwar (designated as KMP on 16 July 2018)	19	-
Mr. Ashish Jain (designated as KMP on 16 July 2018)	6	-

Above remuneration includes share based payment of INR 241 (31 March 2018: INR 403) and gratuity and leave encashment expense of INR 17 (31 March 2018: INR 16)

VI. Remuneration to the relatives of key managerial personnel (KMP):

	For the year ended	
	31-Mar-19	**31-Mar-18**
Mrs. Vaishali Nigam Sinha (designated as KMP on 24 April 2018)	13	-

Above remuneration includes share based payment of INR 2 (31 March 2018: INR Nil) and gratuity expense of INR 1 (31 March 2018: INR Nil)

VII. Transactions and balances with enterprises under joint control:

Transactions during the year end	Prathamesh Solarfarms Limited		Heramba Renewables Limited	
	Upto 30 January 2019*	31 March 2018	31 March 2019	31 March 2018
Investment in equity shares	-	-	-	46
Investment in compulsorily convertible debentures	-	-	-	136
Unsecured loan received	729	-	84	-
Unsecured loan repaid	156	-	15	-
Interest expense on unsecured loan received	10	-	1	-
Expenses incurred on behalf of the related party	3	-	-	-
Expenses incurred on behalf by the related party	0	-	-	-
Income from management shared services	13	1	5	0
Corporate guarantee issued to project lender(s)	-	385	-	148
Corporate guarantee released from project lender(s)	385	-	-	-
Bank guarantee released from project lender(s)	193	-	-	-

Transactions during the year end	Aalok Solarfarms Limited		Shreyas Solarfarms Limited	
	31 March 2019	31 March 2018	31 March 2019	31 March 2018
Investment in equity shares	-	23	-	46
Investment in compulsorily convertible debentures	-	68	-	136
Unsecured loan given	-	-	5	-
Unsecured loan received	42	-	84	-
Unsecured loan repaid	5	-	13	-
Expenses incurred on behalf of the related party	0	-	-	-
Expenses incurred on behalf by the related party	-	-	0	-
Interest income on unsecured loan given	0	-	-	-
Interest expense on unsecured loan received	0	-	1	-
Income from management shared services	2	0	5	0
Corporate guarantee issued to project lender(s)	-	74	-	148

Transactions during the year end	Abha Solarfarms Limited		ReNew Foundation	
	31 March 2019	31 March 2018	31 March 2019	31 March 2018
Investment in equity shares	-	23	-	-
Investment in compulsorily convertible debentures	-	68	-	-
Expenses incurred on behalf of the related party	3	-	-	-
Expenses incurred on behalf by the related party	0	-	-	-
Income from management shared services	2	0	-	-
Corporate guarantee issued to project lender(s)	-	74	-	-
Donation made	-	-	0	-

Balances as on year end	**Prathamesh Solarfarms Limited**		**Heramba Renewables Limited**	
	31 March 2019*	**31 March 2018**	**31 March 2019**	**31 March 2018**
Trade receivable	-	3	6	1
Recoverable from related party	-	7	3	3
Unsecured loan payable	-	-	69	-
Interest expense accrued on unsecured loan payable	-	-	1	-
Corporate guarantee outstanding to project lender(s)	-	385	148	148
Bank guarantee issued to project lender(s)	-	193	-	-

*Prathamesh Solarfarms Limited has become 100% subsidiary of ReNew Power Limited on 30 January 2019, hence transaction upto 30 January 2019 has been presented above.

Balances as on year end	**Aalok Solarfarms Limited**		**Shreyas Solarfarms Limited**	
	31 March 2019	**31 March 2018**	**31 March 2019**	**31 March 2018**
Trade receivable	3	0	6	1
Unsecured loan payable	37	-	71	-
Unsecured loan receivable	-	-	5	-
Interest expense accrued on unsecured loan payable	0	-	1	-
Interest income accrued on unsecured loan receivable	-	-	0	-
Recoverable from related party	3	3	2	3
Corporate guarantee outstanding to project lender(s)	74	74	148	148

Balances as on year end	**Abha Solarfarms Limited**	
	31 March 2019	**31 March 2018**
Trade receivable	3	0
Trade payable	0	-
Recoverable from related party	6	3
Corporate guarantee outstanding to project lender(s)	74	74

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42 Segment information

The Chairman and Managing Director of ReNew Power Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Group discloses segment information in a manner consistent with internal reporting to group's CEO. The Group entities have segments based on type of business operations. The reportable segments of Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The Group entities does not operate in more than one geographical segment. The Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balance for each reportable segment is not reviewed by or provided to the CODM.

	For the year ended 31 March 2019			For the year ended 31 March 2018		
Particulars	**Wind Power**	**Solar Power**	**Total**	**Wind Power**	**Solar Power**	**Total**
Revenue from operations	29,480	13,637	43,117	15,255	8,809	24,064
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**29,480**	**13,637**	**43,117**	**15,255**	**8,809**	**24,064**
Other income (other than interest income)	3,701	636	4,337	1,677	51	1,728
Total	**33,181**	**14,273**	**47,454**	**16,932**	**8,861**	**25,792**
Add: Unallocable income	-	-	448	-	-	2,002
Total Income	**33,181**	**14,273**	**47,902**	**16,932**	**8,861**	**27,795**
Less: Employee benefits and other expenses	3,530	1,140	4,670	2,423	1,343	3,766
Less: Unallocable expenses	-	-	1,620	-	-	962
Total Expenses	**3,530**	**1,140**	**6,290**	**2,423**	**1,343**	**4,728**
Earning before interest, tax, depreciation and amortization (EBITDA)	**29,652**	**13,134**	**41,612**	**14,510**	**7,518**	**23,067**
Depreciation and amortization expense (net)			12,459			7,124
Finance costs			26,811			15,101
Profit before tax			**2,342**			**841**

The revenues from three major customers amounts to INR 19,970 (31 March 2018: INR 12,169) each of which contributes more than 10% of the total revenue of the Group. Out of these, revenues from Wind Segment amounts to INR 13,770 (31 March 2018: INR 7,722) and Solar Segment amounts to INR 6,200 (31 March 2018: INR 4,747).

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43 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the group, other than those with carrying amounts that are reasonable approximations of fair values:

	31 March 2019		31 March 2018	
	Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets				
Security deposits	92	92	96	96
Bank deposits with remaining maturity for more than twelve months	92	92	2,533	2,533
Investments-non current, unquoted debt securities	408	408	643	643
Investments-current, quoted mutual funds	-	-	9,269	9,269
Derivative instruments	774	774	75	75
Trade receivables	19,276	19,276	6,701	6,701
Cash and cash equivalent	10,115	10,115	13,914	13,914
Bank balances other than cash and cash equivalent	15,385	15,385	10,322	10,322
Advances recoverable	221	221	586	586
Unbilled revenue	-	-	2,950	2,950
Interest accrued on fixed deposits	396	396	248	248
Government grant receivable	1,428	1,428	940	940
Loans to related parties	5	5	(0)	(0)
Recoverable from related parties	14	14	0	0
Other current financial assets	92	92	31	31
Financial liabilities				
Non Convertible Debentures	63,194	63,194	63,186	63,186
Term loan from bank	84,739	84,739	45,514	45,514
Term loan from financial institutions	49,674	49,674	64,020	64,020
Compulsorily convertible debentures	692	692	638	638
Acceptances	4,904	4,904	-	-
Buyer's / Supplier's credit	4,269	4,269	13,961	13,961
Senior secured notes	61,855	61,855	31,766	31,766
Derivative instruments	895	895	931	931
Interest accrued but not due on borrowings	1,319	1,319	1,080	1,080
Interest accrued but not due on debentures	448	448	440	440
Capital creditors	13,109	13,109	15,616	15,616
Purchase consideration payable	1,019	1,019	1,877	1,877
Other payables	40	40	-	-
Short-term borrowings	20,657	20,657	19,365	19,365
Trade payables	3,029	3,029	2,735	2,735

The management of the group assessed that current investments, cash and cash equivalents, trade receivables, trade payables, short term borrowings, other current financials liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the fair

i The fair values of the group’s term loans from banks and financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer’s borrowing rate as at the end of the reporting year. The own non-performance risk as at 31 March 2019 was assessed to be insignificant.

ii The fair value of unquoted instruments, such as liability component of compulsorily convertible debentures, senior secured notes and unlisted non convertible debentures are estimated by discounting future cash flows using effective interest rate, credit risk and remaining maturity.

iii The Group enter into derivative financial instruments with various counterparties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

44 Fair value hierarchy

The Group categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Group’s assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

		31 March 2019		31 March 2018	
	Level of fair value measurement	Carrying value	Fair value	Carrying value	Fair value
Financial assets measured at fair value through profit & loss					
Financial Assets (Current)					
Investments	Level 1	-	-	**9,269**	**9,269**
Financial assets measured at amortised cost					
Financial Assets (Non Current)					
Security deposits	Level 2	77	77	62	62
Bank deposits with remaining maturity for more than twelve months	Level 2	92	92	2,533	2,533
Total		**169**	**169**	**2,595**	**2,595**
Financial Assets (Current): Others					
Advances recoverable in cash	Level 2	221	221	586	586
Unbilled revenue	Level 2	-	-	2,950	2,950
Interest accrued on fixed deposits	Level 2	396	396	248	248
Government grant receivable	Level 2	1,428	1,428	940	940
Loans to related parties	Level 2	5	5	(0)	(0)
Recoverable from related parties	Level 2	14	14	0	0
Security deposits	Level 2	15	15	34	34
Other current financials assets	Level 2	92	92	31	31
Total		**2,171**	**2,171**	**4,789**	**4,789**
Trade receivables	Level 2	**19,276**	**19,276**	**6,701**	**6,701**
Cash and bank balances					
Cash and cash equivalent	Level 2	10,115	10,115	13,914	13,914
Bank balances other than cash and cash equivalent	Level 2	15,385	15,385	10,322	10,322
Total		**25,500**	**25,500**	**24,236**	**24,236**

Measured at fair value through Profit and Loss					
Investments	Level 1	**408**	**408**	**643**	**643**
Measured at fair value through other comprehensive income					
Derivative instruments	Level 2	**774**	**774**	**75**	**75**
Financial liabilities measured at amortised cost					
Long-term borrowings					
Non convertible debentures	Level 2	63,194	63,194	63,186	63,186
Compulsorily convertible debentures	Level 2	692	692	638	638
Term loan from bank	Level 2	84,739	84,739	45,514	45,514
Term loan from financial institutions	Level 2	49,674	49,674	64,020	64,020
Buyer's / Supplier's credit	Level 2	4,269	4,269	13,961	13,961
Acceptances	Level 2	4,904	4,904	-	-
Senior secured notes	Level 2	61,855	61,855	31,766	31,766
Total		**269,327**	**269,327**	**219,085**	**219,084**
Short-term borrowings	Level 2	**20,657**	**20,657**	**19,365**	**19,365**
Trade payables	Level 2	**3,029**	**3,029**	**2,735**	**2,735**
Financial liabilities (Current): Others					
Interest accrued but not due on borrowings	Level 2	1,319	1,319	1,080	1,080
Interest accrued but not due on debentures	Level 2	448	448	440	440
Capital creditors	Level 2	13,109	13,109	15,616	15,616
Other payables	Level 2	40	40	-	-
Purchase consideration payable	Level 2	1,019	1,019	1,877	1,877
Total		**15,935**	**15,935**	**19,013**	**19,013**
Measured at fair value through Other comprehensive income					
Derivative instruments	Level 2	**895**	**895**	**931**	**931**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at fair value through profit & loss			
Investments	Level 1	Quoted price	Quoted market price of mutual funds
Financial assets measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows
Financial assets measured at amortised cost			
Security deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade receivables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank balances other than cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Unbilled revenue	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on fixed deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loans to related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Recoverable from related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows
Financial liabilities measured at amortised cost			
Non convertible debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Compulsorily convertible debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from bank	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from financial institutions	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Acceptances	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Buyer's / Supplier's credit (secured)	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Senior secured notes	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Security deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Short-term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued and due on borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Capital creditors	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Purchase consideration payable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Other payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

45 Financial Risk Management objectives and policies

The financial liabilities comprise loans and borrowings, derivative liabilities, trade payable and other financial liabilities.
The main purpose of these financial liabilities is to finance the Group's operations. The Group's principal financial assets include loans, derivative assets, trade receivables, cash and cash equivalents and other financial assets. The Group is exposed to market risk, credit risk and liquidity risk. The Group's senior management oversees the management of these risks. The Company's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Company. These committees provides assurance to the Company's senior management that the Company's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each of these risks, which are summarised below:

Market Risk

Market risk is the risk that the Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk. Financial instruments affected by market risk include loans and borrowings, deposits and derivative financial instruments.

The sensitivity analyses in the following sections relate to the position as at 31 March 2019 and 31 March 2018. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 31 March 2019.

Interest rate Risk:

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Group believes that the exposure of Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Group also monitors the changes in interest rates and actively re finances its debt obligations to achieve an optimal interest rate exposure.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. floating interest rate borrowings in INR and USD. Interest rate sensitivity has been calculated for borrowings with floating rate of Interest. For borrowings with fixed rate of interest sensitivity disclosure has not been made. With all other variables held constant, the Group's profit before tax is affected through the impact on financial liabilities, as follows:

	31 March 2019		**31 March 2018**	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+499	+/(-)50	(-)/+196.24
US dollar	+/(-)60	(-)/+3	+/(-)60	(-)/+2.00

	31 March 2019		**31 March 2018**	
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+228	+/(-)50	(-)/+156.37
US dollar	+/(-)60	(-)/+1	+/(-)60	(-)/+2.00

The assumed movement in basis points for the interest rate sensitivity analysis is based on the currently observable market environment. Though there is exposure on account of Interest rate movement as shown above but the Group minimises the foreign currency (US dollar) interest rate exposure through derivatives and INR interest rate exposure through re-financing.

Foreign Currency Risk:

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Group is exposed to foreign currency risk arising from imports of goods in US dollars. The Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit by using foreign currency swaps and forward contracts. The Group has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Group does not undertake any speculative transaction.

Foreign currency sensitivity

The following tables demonstrate the sensitivity to a reasonably possible change in USD and INR exchange rates, with all other variables held constant. The impact on the group’s profit before tax is due to changes in the fair value of monetary liabilities comprising of buyer's/supplier's credit in US dollars. The impact on the group's pre-tax equity is due to changes in the fair value of cross-currency interest-rate swaps (CCIRS) designated as cash flow hedges. The group’s exposure to foreign currency changes for all other currencies is not material.

		31 March 2019		**31 March 2018**
Change in USD rate	5%	-5%	5%	-5%
Effect on profit before tax	(23)	23	(22)	22

Credit Risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Group is exposed to credit risk from their operating activities (primarily trade receivables) and from its financing activities but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities. The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2019, 31 March 2018 is the carrying amount of all the financial assets.

Further the group sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2019 and 31 March 2018 is the carrying amount of all the financial assets.

Trade Receivables

Customer credit risk is managed basis established policies of Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The Group does not hold collateral as security. The group has majorly state utilities/government entities as its customers with high credit worthiness and therefore the group does not see any significant risk related to credit.

The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by Group's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the Group, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity Risk

Liquidity risk is the risk that the Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the Group to manage liquidity is to ensure, as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The Group has access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind and solar power plants and related assets. The Group's non-recourse financing is designed to limit default risk and is a combination of fixed and variable interest rate instruments. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of group based on contractual undiscounted payments:

Year ended 31 March 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Unlisted redeemable, non cumulative and non convertible debentures*	-	-	-	56,175	24,706	80,881
Compulsorily convertible debentures	-	-	-	-	692	692
Term loan from banks*	-	-	-	54,237	81,868	136,104
Loans from financial institutions*	-	-	-	28,978	70,368	99,345
Senior secured notes*	-	-	-	79,528	-	79,528
Acceptances	-	-	-	4,904	-	4,904
Short term borrowings						
Acceptances	-	3,535	5,481	-	-	9,016
Loan from related party (unsecured)	177	-	-	-	-	177
Loan from body corporate	41	-	-	-	-	41
Buyer's / Supplier's credit	-	-	3,625	-	-	3,625
Working capital term loan (secured)	-	3,970	3,846	-	-	7,816
Other financial liabilities						
Current maturities of long term borrowings*	-	9,046	31,609	-	-	40,655
Interest accrued but not due on borrowings	-	776	544	-	-	1,319
Interest accrued but not due on debentures	-	331	116	-	-	448
Derivative instruments	-	895	-	-	-	895
Capital creditors	-	13,109	-	-	-	13,109
Purchase consideration payable	-	1,019	-	-	-	1,019
Trade payables						
Trade payables	-	3,029	-	-	-	3,029

* Including future interest payments.

Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2018	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings						
Unlisted redeemable, non cumulative and non convertible debentures*	-	-	-	64,455	29,148	93,603
Compulsorily convertible debentures	-	-	-	-	638	638
Term loan from banks and financial institutions*	-	-	-	75,225	114,883	190,108
Buyer's credit	-	-	-	8,452	-	8,452
Senior secured notes*	-	-	-	43,719	-	43,719
Short term borrowings						
Acceptances	-	7,294	-	-	-	7,294
Commercial papers (unsecured)	-	5,165	-	-	-	5,165
Loan from body corporate	-	83				83
Buyer's / Supplier's credit	-	3,174	669	-	-	3,843
Working capital demand loans	-	-	2,980	-	-	2,980
Other financial liabilities						
Current maturities of long term borrowings*	-	42,125	25,607	-	-	67,733
Interest accrued but not due on borrowings	-	648	432	-	-	1,080
Interest accrued but not due on debentures	-	440	-	-	-	440
Derivative instruments	-	931	-	-	-	931
Capital creditors	-	15,616	-	-	-	15,616
Purchase consideration payable	-	1,877	-	-	-	1,877
Trade payables						
Trade payables	-	2,735	-	-	-	2,735

*including future interest payments.

46 Capital management

For the purpose of the capital management, capital includes issued equity capital, compulsorily convertible debentures, notes share premium and all other equity reserves attributable to the equity holders of the Group. The primary objective of the Group's management is to maximise the shareholder value.

The Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, the Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The group includes within net debt, interest bearing loans and borrowings and other payables, less cash and short-term deposits.

The policy of the Group is to keep the gearing ratio of the power project to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with the industry standard ratio. The current gearing ratios of the various projects in the Group is between 3:1 to 4:1.

In order to achieve this overall objective, the capital management of the Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current period.

No changes were made in the objectives, policies or processes for managing capital during the period ended 31 March 2019.

47 Commitments Liabilities and Contingencies
(to the extent not provided for)

(i) Contingent liabilities

The Group has contingent liability of INR 327 (31 March 2018: 255) on account of demand received of safeguard duty under custom act (which is under litigalion).

(ii) Commitments:

Estimated amount of contracts remaining to be executed on capital account and not provided for

At 31 March 2019, the group has capital commitment (net of advances) pertaining to commissioning of wind & solar energy projects of INR 29,072 (31 March 2018: 26,112).

48 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2019	As at 31 March 2018
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	4	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/year	Nil	Nil
The amount of interest due and payable for the year of delay in making payment (which have been paid but beyond the appointed day during the year/year) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/year; and	0	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

49 Reconciling the amount of income recognised in the statement of profit and loss with the contracted price

Particulars	For the year ended 31 March 2019
Revenue as per contracted price	43,805
Adjustments	
Discounts and rebates	(323)
Operating charges	(330)
Consideration payable to customers	(8)
Revenue from contract with customers	**43,144**

50 Corporate social responsibility expenditure

As per Section 135 of the Companies Act, 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on corporate social responsibility (CSR) activities. The areas for CSR activities as follows :-

1) Sanitation & making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para -vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.
7) Sports Training- Sports training camps in community
8) Education facility improvement- Construction of solar power plant in schools

A CSR committee has been formed by the respective Company as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the group during the year is INR 46 (31 March 2018: INR 28).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / Acquisition of any asset	3	3	6
Other activities	31	16	47
Total	**34**	**19**	**53**
Previous year*			
Construction / Acquisition of any asset	-	-	-
Other activities	37	12	49
Total	**37**	**12**	**49**

* The amount yet to be paid in previous year has been subsequently paid in current year.

51 Hedging activities and derivatives

Derivatives designated as hedging instruments

The Group uses certain types of derivative financial instruments (viz. forwards contracts, swaps, call options, call spreads) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction (‘Cash flow hedge’). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in Cash flow hedge reserve - a component of Equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the statement of profit and loss within other income / other expenses. The amounts accumulated in Equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in Equity are re-classified to the statement of profit and loss in the periods when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the statement of profit and loss within other income / other expenses.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings, buyer’s credit, foreign letter of credits and highly probable forecast transactions. Terms of the derivative contracts and their respective impact on OCI and statement of profit and loss is as below:-

-Buyers credit
Pay fixed INR and receive USD and pay fixed interest at 6.55% to 7.85% p.a. and receive a variable interest at 1 month LIBOR plus 0.50% p.a. to 6 month LIBOR plus 1.11% p.a. on the notional amount.

-Loan
Pay fixed INR and receive USD and pay fixed interest at 8.67% to 10.23% p.a. and receive a variable interest at 3 month LIBOR plus 2.25% to 6 months LIBOR plus 3.05% p.a. on the notional amount.

-Notes
Pay fixed INR and receive USD and pay fixed interest in INR at 6.62% to 10.74% p.a. and receive a fixed interest in USD at 6.06% to 6.87% on the notional amount.

The cash flow hedges through CCS of USD 366,451,398, IRS of USD 17,830,203, Call Spread and COS of USD 299,304,936, Call Option of USD 96,496,003 and forwards of USD 500,769,043 and CNH 835,651,253 outstanding at the year ended 31 March 2019 were assessed to be highly effective and a mark to market loss of INR 705 (31 March 2018: INR 355) with a deferred tax asset of INR 181 (31 March 2018: INR 90), is included in OCI.

Foreign currency and Interest rate risk
Forward contracts, swaps, call option and call spread measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD/CNH.

	31 March 2019		31 March 2018	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Derivative contracts designated as hedging instruments	774	895	75	931

Hedge reserve movement	**As at 31 March 2019**	**As at 31 March 2018**
Balance at the beginning (after non controlling interest)	(271)	(978)
Gain/(loss) recognised on cash flow hedges	(869)	(612)
Income tax relating to gain/loss recognized on cash flow hedges	226	104
Gain/(loss) reclassified to profit or loss	(5)	405
Income tax relating to gain/loss reclassified to profit or loss	1	(111)
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	230	1,178
Income tax relating to gain/loss reclassified to non financial assets or liabilities as basis adjustment	(60)	(311)
Gain/(loss) reclassified to profit or loss as hedged future cash flows are no longer expected to occur	295	173
Income tax relating to gain/loss reclassified to profit or loss as hedged future cash flows are no longer expected to occur	(76)	(52)
Balance at the end	(528)	(205)
Less: Non controlling interest movement	17	(66)
Balance at the end (after non controlling interest)	(512)	(271)

52 Certain subsidiaries has entered into various Power Purchase Agreements (PPAs) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh (“APDISCOMS”). In terms of the Generation Based Incentive (“GBI”) scheme of the Ministry of Renewable Energy (“MNRE”), the Group accrues the income based on units of power supplied under the aforementioned PPAs. Andhra Pradesh Electricity Regulatory Commission (“APERC”) vide its order in July 2018 allowed APDISCOMS to interpret the Andhra Pradesh Electricity Regulatory Commission (Terms and Conditions for Tariff Determination for Wind Power Projects) Regulations, 2015 (“Regulations”) in a manner to treat GBI as a pass through in the tariff.

The respective Companies has filed a writ petition before the Andhra Pradesh High Court (“AP High Court”) challenging the vires of the regulation and the order passed by the APERC. Interim stay against the order of APERC has been granted by AP High Court in August 2018.

As at 31 March 2019 the cumulative amount on the above matter recoverable from the APDISCOMs against the said PPAs included in trade receivables amounts to INR 1,435. The management basis legal opinion obtained by it, believes that the GBI benefit is over and above the applicable tariffs and the APERC does not have jurisdiction to interfere with the intent of GBI scheme and therefore the outstanding amount is recoverable and hence no adjustment has been made in the financial statements in this regard.

53 Break up of investments in entities under control is as under -

Name of Companies	**Cost of acquisition**	**Fair value upliftment on account of business combination**	**Share in other comprehensive income of entities with joint control post acquisition**	**Carrying cost of investments**
Abha Solarfarms Limited				
As at 31 March 2019	89	64	(3)	85
As at 31 March 2018	*89*	*64*	*0*	*89*
Heramba Renewables Limited				
As at 31 March 2019	161	116	(4)	157
As at 31 March 2018	*161*	*116*	*0*	*161*
Aalok Solarfarms Limited				
As at 31 March 2019	88	64	(4)	84
As at 31 March 2018	*88*	*64*	*0*	*88*
Shreyas Solarfarms Limited				
As at 31 March 2019	170	123	(7)	163
As at 31 March 2018	*170*	*123*	*0*	*170*

54 Business combinations

The group have acquired unlisted companies based in India and carrying out business activities relating to generation of power through non-conventional and ReNewable energy sources, in exchange for cash consideration. The group acquired these entities because management believes that the acquisition would enable the group to strengthen its position in renewable energy sector.

Assets acquired and liabilities assumed
The fair values of the identifiable assets and liabilities as at the date of acquisition were:

Particulars	**For the year ended 31 March 2019**
	Prathamesh Solarfarms Limited
Acquisition date	**30 January 2019**
Segment	**Solar**
Assets	**INR**
Property plant and equipment	3,199
Intangibles (customer contracts)	88
Loans	573
Prepayments - non current	0
Other non-current assets	102
Trade receivables	339
Prepayments - current	1
Cash and cash equivalents	7
Others current financial assets	11
Other current assets	10
Deferred tax assets (net)	51
	4,382
Liabilities	
Long-term borrowings	3,255
Trade payables	30
Other current financial liabilities	221
Other current liabilities	2
	3,508
Total identifiable net assets at fair value	**873**
Goodwill on acquisition	428
Purchase consideration transferred	1,301

Goodwill recognised represents the future economic and synergy benefits arising from assets acquired to strengthen it's position in renewable energy sector. Goodwill is allocated entirely to the solar power plant. None of the goodwill recognised is expected to be deductible for income tax purposes.

The acquisition date fair value of the equity interest held by the Group immediately before the acquisition date was INR 314. The group has recognised INR 77 gain as a result of remeasurment to fair value the equity interest in the entity. The fair value gain has been included in Other income of the group. (refer note 30)

From the date of acquisition, acquired entity has contributed in revenue and profit/loss before tax follows:

Particulars	**From the date of acquisition till 31 March 2019**
	Prathamesh Solarfarms Limited
Revenue	168
Profit before tax	27

If the combination had taken place at the beginning of the year, revenue from operations and the loss before tax would have been:

Particulars	**For the year ended 31 March 2019**
	Prathamesh Solarfarms Limited
Revenue	607
Profit before tax	24

Particulars	**For the year ended 31 March 2018**		
	Zemira Renewable Private Limited	**Ostro Energy Private Limited**	**KCT Renewable Energy Private Limited**
Acquisition date	**31 March 2018**	**28 March 2018**	**15 November 2017**
Segment	**Wind**	**Wind & Solar**	**Wind**
Assets	**INR**	**INR**	**INR**
Property plant and equipment	3,562	45,796	7,018
Intangible assets	457	21,529	2,113
Intangible assets under development	-	1,416	-
Capital work in progress	-	5,232	-
Loans	-	-	-
Deferred tax assets (net)	1	315	-
Prepayments - Non Current	-	696	-
Non-current investments	-	1,644	-
Other non-current financial assets	-	80	-
Other non-current assets	-	1,243	0
Current investments	-	4,332	193
Trade receivables	-	960	867
Prepayments - Current	-	204	10
Cash and cash equivalents	0	3,480	108
Bank balances other than cash and cash equivalent	-	970	-
Others current financial assets	4	416	19
Other current assets	-	209	29
	4,024	**88,522**	**10,357**
Liabilities			
Long-term borrowings	-	45,171	-
Short-term borrowings	2	480	-
Deferred tax liabilities (net)	-	4,997	478
Other non current liabilities	-	735	-
Trade payables	0	58	0
Other current financial liabilities	4,024	4,278	6,137
Other current liabilities	0	249	2
Short term Provisions	-	124	43
Long term Provisions	-	0	-
	4,025	**56,090**	**6,660**
Total identifiable net assets at fair value	**(2)**	**32,432**	**3,697**
Goodwill/(Bargain purchase) on acquisition	2	9,902	755
Purchase consideration transferred *	1	42,334	4,452

The deferred tax liability mainly comprises the tax effect of the accelerated depreciation for tax purposes of Property plant and equipment and Intangible Assets. Goodwill recognised represents the future economic and synergy benefits arising from assets acquired to strengthen it's position in renewable energy sector. Goodwill is allocated entirely to the wind and solar power plant. None of the goodwill recognised is expected to be deductible for income tax purposes.

* Purchase consideration related to Ostro Energy Private Limited acquisition includes contingent consideration amounting to INR 421, subject to realisation of outstanding trade receivables as on the date of acquisition and INR 1,300 subject to capitalisation of Kutch project. As on 31 March 2019, purchase consideration payable include INR 238 which are contingent on realisation of outstanding trade receivables. Management has estimated 100 % realisation of outstanding receivables. Hence, complete amount has been recognised as purchase consideration.

From the date of acquisition, acquired entitles have contributed in revenue and profit/loss before tax follows:

Particulars	**From the date of acquisition till 31 March 2018**		
	Zemira Renewable Private Limited	**Ostro Energy Private Limited**	**KCT Renewable Energy Private Limited**
Revenue	0	44	278
Profit/(loss) before tax	(0)	(7)	(106)

If the combination had taken place at the beginning of the year, revenue from operations and the loss before tax would have been:

Particulars	**For the year ended 31 March 2018**		
	Zemira Renewable Private Limited	**Ostro Energy Private Limited**	**KCT Renewable Energy Private Limited**
Revenue	5	6,358	1,228
Profit/(loss) before tax	(3)	29	339

55 Additional disclosure as required under Schedule III of Companies Act, 2013:

Name of the entity	As at 31 March 2019		For the year ended 31 March 2019					
	Net Assets		Share in profit or loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount
Parent	**43%**	**74,477**	**2%**	**53**	**1%**	**(2)**	**3%**	**52**
Indian subsidiaries								
ReNew Wind Energy (Rajasthan) Private Limited	1%	1,587	8%	179	0%	-	9%	179
ReNew Wind Energy (Welturi) Private Limited	0%	177	0%	7	0%	-	0%	7
ReNew Wind Energy (Devgarh) Private Limited	2%	3,201	(4%)	(93)	(29%)	73	(1%)	(19)
ReNew Wind Energy (Karnataka) Private Limited	1%	1,458	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (AP) Private Limited	1%	1,356	6%	126	0%	-	7%	126
ReNew Wind Energy (Rajkot) Private Limited	1%	1,592	2%	35	0%	-	2%	35
ReNew Wind Energy (Jath) Limited	1%	1,475	5%	105	0%	-	6%	105
ReNew Wind Energy (Delhi) Private Limited	0%	779	3%	60	0%	-	3%	60
ReNew Wind Energy (Shivpur) Private Limited	1%	1,953	1%	23	0%	-	1%	23
ReNew Wind Energy (Jadeswar) Private Limited	0%	474	2%	41	0%	-	2%	41
ReNew Wind Energy (Varekarwadi) Private Limited	1%	1,326	9%	192	0%	-	10%	192
ReNew Wind Energy MP Private Limited	0%	519	(1%)	(13)	0%	-	(1%)	(13)
ReNew Wind Energy (AP 3) Private Limited	1%	1,298	7%	150	0%	-	8%	150
ReNew Wind Energy (MP Two) Private Limited	1%	1,080	4%	77	0%	-	4%	77
ReNew Wind Energy (Rajasthan One) Private Limited	1%	1,302	2%	40	0%	-	2%	40
ReNew Wind Energy (Sipla) Private Limited	0%	408	(8%)	(161)	3%	(7)	(9%)	(168)
ReNew Wind Energy (Jamb) Private Limited	0%	265	(7%)	(144)	0%	(0)	(8%)	(144)
ReNew Wind Energy (Orissa) Private Limited	0%	88	(2%)	(53)	0%	-	(3%)	(53)
ReNew Wind Energy (TN) Private Limited	(0%)	(17)	(1%)	(16)	0%	-	(1%)	(16)
ReNew Wind Energy (Rajasthan 2) Private Limited	(0%)	(4)	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (AP 2) Private Limited	(0%)	(14)	(1%)	(15)	0%	-	(1%)	(15)
ReNew Wind Energy (Karnataka Two) Private Limited	(0%)	(9)	(0%)	(7)	0%	-	(0%)	(7)
ReNew Wind Energy (Vaspet 5) Private Limited	(0%)	(4)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Wind Energy (Jath Three) Private Limited	(0%)	(4)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Wind Energy (AP 4) Private Limited	(0%)	(5)	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (MP One) Private Limited	(0%)	(79)	(3%)	(74)	0%	-	(4%)	(74)
ReNew Wind Energy (Karnataka Five) Private Limited	(0%)	(58)	(2%)	(54)	0%	-	(3%)	(54)
ReNew Wind Energy (Rajasthan 3) Private Limited	1%	1,959	(12%)	(252)	(50%)	124	(7%)	(128)
Narmada Wind Energy Private Limited	0%	679	4%	81	0%	-	4%	81
Abaha Wind Energy Private Limited	(0%)	(9)	(1%)	(15)	0%	-	(1%)	(15)
Helios Infratech Private Limited	1%	1,033	12%	256	36%	(89)	9%	167
Shruti Power Private Limited	0%	231	2%	33	0%	-	2%	33
Molagavalli Renewable Private Limited	0%	729	5%	109	0%	-	6%	109
KCT Renewable Energy Private Limited	1%	2,525	3%	74	0%	-	4%	74
Kanak Renewables Limited	(0%)	(25)	(2%)	(51)	(11%)	26	(1%)	(25)
Rajat Renewables Limited	(0%)	(21)	(1%)	(26)	(2%)	4	(1%)	(22)
Pugalur Renewable Private Limited	1%	990	(3%)	(65)	0%	-	(3%)	(65)
Bidwal Renewable Private Limited	0%	836	(1%)	(28)	0%	-	(1%)	(28)
Zemira Renewable Energy Limited	0%	225	0%	2	0%	-	0%	2
ReNew Solar Power Private Limited	7%	12,700	(18%)	(379)	99%	(247)	(33%)	(626)
ReNew Solar Energy Private Limited	0%	412	1%	23	(0%)	0	1%	23
ReNew Solar Energy (Rajasthan) Private Limited	0%	635	(1%)	(24)	(11%)	28	0%	4
ReNew Solar Energy (TN) Private Limited	1%	1,209	2%	42	0%	-	2%	42
ReNew Solar Energy (Karnataka) Private Limited	0%	599	(0%)	(8)	0%	-	(0%)	(8)
ReNew Akshay Urja Limited	1%	1,735	4%	77	0%	-	4%	77
ReNew Solar Energy (Telangana) Private Limited	1%	1,495	5%	107	9%	(22)	4%	85
ReNew Saur Urja Private Limited	1%	2,555	3%	75	4%	(9)	3%	65
ReNew Clean Energy Private Limited	0%	201	6%	135	(9%)	23	8%	157
ReNew Solar Services Private Limited	0%	30	1%	15	0%	-	1%	15
ReNew Agni Power Private Limited	0%	33	1%	19	(0%)	0	1%	19
ReNew Mega Solar Power Private Limited	0%	610	1%	19	(2%)	4	1%	23
ReNew Saur Shakti Private Limited	1%	1,213	4%	94	(4%)	10	5%	104
ReNew Sol Energy (Jharkhand One) Private Limited	0%	376	0%	7	0%	-	0%	7
ReNew Sol Energy (Jharkhand Two) Private Limited	4%	6,300	2%	44	(0%)	1	2%	45
ReNew Sol Energy (Jharkhand Three) Private Limited	0%	360	0%	4	0%	-	0%	4
ReNew Sol Energy (Jharkhand Four) Private Limited	1%	1,095	(0%)	(7)	10%	(25)	(2%)	(32)
ReNew Sol Energy (Jharkhand Five) Private Limited	0%	345	0%	3	0%	-	0%	3
ReNew Solar Energy (Karnataka Two) Private Limited	0%	555	7%	146	0%	-	8%	146
ReNew Wind Energy (Karnataka 3) Private Limited	0%	37	1%	19	1%	(3)	1%	16
ReNew Wind Energy (MP Four) Private Limited	(0%)	(14)	0%	10	(2%)	5	1%	15
ReNew Wind Energy (MP Three) Private Limited	(0%)	(7)	(2%)	(32)	(3%)	7	(1%)	(25)
ReNew Wind Energy (Rajasthan Four) Private Limited	(0%)	(5)	(1%)	(18)	(8%)	20	0%	2
ReNew Wind Energy (Maharashtra) Private Limited	(0%)	(22)	(1%)	(24)	(0%)	0	(1%)	(24)
ReNew Wind Energy (Karnataka 4) Private Limited	(0%)	(36)	(0%)	(2)	0%	(1)	(0%)	(3)
Bhumi Prakash Private Limited	0%	0	0%	6	(0%)	1	0%	7
Tarun Kiran Bhoomi Private Limited	(0%)	(41)	(0%)	(0)	(1%)	2	0%	2
ReNew Wind Energy (AP Five) Private Limited	(0%)	(6)	(0%)	(2)	0%	-	(0%)	(2)
Symphony Vyapaar Private Limited	0%	395	1%	11	0%	-	1%	11
Lexicon Vanijya Private Limited	0%	386	1%	11	0%	-	1%	11
Star Solar Power Private Limited	0%	165	0%	3	0%	-	0%	3
Sungold Energy Private Limited	0%	164	0%	3	0%	-	0%	3
ReNew Wind Energy (Budh 3) Private Limited	0%	462	(4%)	(91)	(21%)	52	(2%)	(40)
ReNew Wind Energy (TN 2) Private Limited	1%	1,626	0%	9	40%	(99)	(5%)	(90)

Name of the entity	Net Assets		Share in profit or loss		Share in other comprehensive income		Share in total comprehensive income	
	As % of consolidated net assets	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount	As % of consolidated profit or loss	Amount
ReNew Distributed Solar Services Private Limited	0%	51	0%	2	0%	-	0%	2
ReNew Distributed Solar Energy Private Limited	0%	58	(0%)	(7)	0%	-	(0%)	(7)
ReNew Distributed Solar Power Private Limited	(0%)	(0)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Surya Mitra Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Surya Prakash Private Limited	0%	18	0%	10	0%	-	1%	10
ReNew Saur Vidyut Private Limited	0%	99	1%	23	0%	-	1%	23
SunSource Energy Services Private Limited	0%	45	(0%)	(1)	0%	-	(0%)	(1)
ReNew Solar Sun Flame Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Solar Daylight Energy Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
Vivasvat Solar Energy Private Limited	(0%)	(19)	(0%)	(0)	7%	(19)	(1%)	(19)
Nokor Solar Energy Private Limited	(0%)	(19)	(0%)	(0)	7%	(18)	(1%)	(19)
Akhilagya Solar Energy Private Limited	(0%)	(19)	(0%)	(0)	7%	(18)	(1%)	(19)
Abha Sunlight Private Limited	(0%)	(4)	(0%)	(0)	1%	(3)	(0%)	(4)
Izra Solar Energy Private Limited	(0%)	(4)	(0%)	(0)	2%	(4)	(0%)	(4)
Nokor Bhoomi Private Limited	(0%)	(4)	(0%)	(0)	1%	(4)	(0%)	(4)
Zorya Solar Energy Private Limited	(0%)	(4)	(0%)	(0)	2%	(4)	(0%)	(4)
ReNew Transmission Ventures Private Limited	(0%)	(42)	(2%)	(42)	0%	-	(2%)	(42)
Adyah Solar Energy Private Limited	0%	11	3%	58	19%	(47)	1%	11
Ostro Energy Private Limited	10%	18,332	12%	264	4%	(10)	13%	254
Ostro Rann Wind Private Limited	0%	1	(0%)	(2)	0%	-	(0%)	(2)
Ostro Alpha Wind Private Limited	(0%)	(1)	(0%)	(2)	0%	-	(0%)	(2)
Ostro Bhesada Wind Private Limited	(0%)	(1)	(0%)	(0)	0%	-	(0%)	(0)
Ostro Dakshin Power Private Limited	1%	1,761	10%	206	0%	-	11%	206
Ostro Dhar Wind Private Limited	(0%)	(2)	(0%)	(1)	0%	-	(0%)	(1)
Ostro Kutch Wind Private Limited	1%	1,247	1%	31	0%	-	2%	31
Ostro Kannada Power Private Limited	(0%)	(0)	(0%)	(1)	0%	-	(0%)	(1)
Ostro Raj Wind Private Limited	0%	7	(0%)	(1)	0%	-	(0%)	(1)
Ostro Jaisalmer Private Limited	1%	1,371	5%	111	0%	-	6%	111
Ostro Madhya Wind Private Limited	1%	1,954	20%	420	0%	-	22%	420
Ostro Mahawind Power Private Limited	0%	650	1%	26	0%	-	1%	26
Ostro Anantapur Private Limited	1%	1,531	(5%)	(107)	0%	-	(6%)	(107)
Ostro Renewables Private Limited	1%	880	0%	6	0%	-	0%	6
AVP Powerinfra Private Limited	0%	468	4%	82	0%	-	4%	82
Badoni Power Private Limited	0%	457	3%	63	0%	-	3%	63
Ostro Andhra Wind Private Limited	1%	1,967	1%	16	0%	-	1%	16
Ostro AP Wind Private Limited	1%	2,081	5%	102	0%	-	5%	102
Ostro Urja Wind Private Limited	1%	1,392	6%	135	0%	-	7%	135
Auxo Solar Energy Private Limited	(0%)	(1)	(0%)	(1)	0%	-	(0%)	(1)
Zorya Distributed Power Services Private Limited	0%	0	0%	0	0%	-	0%	0
ReNew Cleantech Private Limited	0%	0	(0%)	(0)	0%	-	(0%)	(0)
Prathamesh Solarfarms Limited	1%	1,041	0%	4	0%	-	0%	4
ReNew Mega Light Private Limited	0%	-	0%	-	0%	-	0%	-
ReNew Sun Waves Private Limited	0%	0	0%	-	0%	-	0%	-
ReNew Sun Flash Private Limited	0%	-	0%	-	0%	-	0%	-
ReNew Sun Bright Private Limited	0%	-	0%	-	0%	-	0%	-
ReNew Sun Energy Private Limited	0%	-	0%	-	0%	-	0%	-
Auxo Sunlight Private Limited	0%	-	0%	-	0%	-	0%	-
Foreign subsidiaries								
ReNew Power Singapore PTE	(0%)	(1)	(0%)	(1)	0%	(0)	(0%)	(1)
ReNew Americas Inc	(0%)	(53)	(5%)	(106)	(0%)	1	(6%)	(105)
ReNew Power International Limited	0%	33	(0%)	(1)	(0%)	1	0%	0
	100%	**174,622**	**100%**	**2,142**	**100%**	**(249)**	**100%**	**1,893**
Minority interests in all subsidiaries								
ReNew Wind Energy (Karnataka) Private Limited	-	28	-	(1)	-	-	-	(1)
ReNew Wind Energy (AP) Private Limited	-	110	-	58	-	-	-	58
ReNew Solar Energy (Karnataka) Private Limited	-	413	-	(7)	-	-	-	(7)
ReNew Akshay Urja Limited	-	1,357	-	60	-	-	-	60
ReNew Solar Energy (Telangana) Private Limited	-	1,220	-	102	-	(21)	-	81
ReNew Mega Solar Power Private Limited	-	501	-	18	-	4	-	22
Entities under joint control								
Prathamesh Solarfarms Limited	-	-	-	(20)	-	-	-	(20)
Heramba Renewables Limited	-	157	-	(5)	-	-	-	(5)
Aalok Solarfarms Limited	-	85	-	(3)	-	-	-	(3)
Shreyas Solarfarms Limited	-	163	-	(7)	-	-	-	(7)
Abha Solarfarms Limited	-	84	-	(4)	-	-	-	(4)
Adjustments arising out of consolidation	-	(102,404)	-	(1,303)	-	17	-	(1,286)
Total		**76,335**		**1,030**		**(250)**		**780**

Additional disclosure as required under Schedule III of Companies Act, 2013:

Name of the entity	**As at 31 March 2018**		**For the year ended 31 March 2018**					
	Net Assets		**Share in profit or loss**		**Share in other comprehensive income**		**Share in total comprehensive income**	
	As % of consolidated net assets	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**
Parent	**49%**	**73,539**	**23%**	**532**	**(0%)**	**(1)**	20%	**531**
Subsidiaries								
ReNew Wind Energy (Rajasthan) Private Limited	1%	1,408	3%	59	0%	-	2%	59
ReNew Wind Energy (Welturi) Private Limited	0%	170	0%	11	0%	-	0%	11
ReNew Wind Energy (Devgarh) Private Limited	0%	523	4%	94	(11%)	(41)	2%	53
ReNew Wind Energy (Karnataka) Private Limited	1%	1,487	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (AP) Private Limited	1%	1,282	5%	108	0%	-	4%	108
ReNew Wind Energy (Rajkot) Private Limited	1%	1,557	6%	140	0%	-	5%	140
ReNew Wind Energy (Jath) Limited	1%	1,369	9%	209	0%	-	8%	209
ReNew Wind Energy (Delhi) Private Limited	0%	719	1%	32	0%	-	1%	32
ReNew Wind Energy (Shivpur) Private Limited	1%	1,930	5%	105	0%	-	4%	105
ReNew Wind Energy (Jadeswar) Private Limited	0%	432	2%	40	0%	-	2%	40
ReNew Wind Energy (Varekarwadi) Private Limited	1%	1,135	5%	118	0%	-	4%	118
ReNew Wind Energy MP Private Limited	0%	532	(2%)	(39)	0%	-	(1%)	(39)
ReNew Wind Energy (AP 3) Private Limited	1%	1,148	0%	2	0%	-	0%	2
ReNew Wind Energy (MP Two) Private Limited	1%	1,003	(1%)	(20)	0%	-	(1%)	(20)
ReNew Wind Energy (Rajasthan One) Private Limited	1%	1,262	5%	125	0%	-	5%	125
ReNew Wind Energy (Sipla) Private Limited	0%	576	6%	142	(14%)	(51)	3%	91
ReNew Wind Energy (Jamb) Private Limited	0%	410	(2%)	(53)	(0%)	(1)	(2%)	(55)
ReNew Wind Energy (Orissa) Private Limited	0%	141	(1%)	(23)	0%	-	(1%)	(23)
ReNew Wind Energy (TN) Private Limited	(0%)	(1)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Wind Energy (Rajasthan 2) Private Limited	(0%)	(2)	(0%)	(1)	0%	-	(0%)	(1)
ReNew Wind Energy (AP 2) Private Limited	0%	2	0%	3	0%	-	0%	3
ReNew Wind Energy (Karnataka Two) Private Limited	(0%)	(2)	(0%)	(2)	0%	-	(0%)	(2)
ReNew Wind Energy (Vaspet 5) Private Limited	(0%)	(1)	(0%)	(1)	0%	-	(0%)	(1)
ReNew Wind Energy (Jath Three) Private Limited	(0%)	(1)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Wind Energy (AP 4) Private Limited	(0%)	(4)	(0%)	(1)	0%	-	(0%)	(1)
ReNew Wind Energy (MP One) Private Limited	(0%)	(5)	(0%)	(4)	0%	-	(0%)	(4)
ReNew Wind Energy (Karnataka Five) Private Limited	(0%)	(4)	(0%)	(3)	0%	-	(0%)	(3)
ReNew Wind Energy (Rajasthan 3) Private Limited	1%	2,090	3%	67	(13%)	(50)	1%	17
Narmada Wind Energy Private Limited	0%	597	(2%)	(54)	0%	-	(2%)	(54)
Abaha Wind Energy Private Limited	0%	6	(0%)	(1)	0%	-	(0%)	(1)
Helios Infratech Private Limited	1%	867	(3%)	(62)	0%	-	(2%)	(62)
Shruti Power Private Limited	0%	198	0%	8	0%	-	0%	8
Molagavalli Renewable Private Limited	0%	619	4%	87	0%	-	3%	87
KCT Renewable Energy Private Limited	2%	2,451	15%	335	0%	-	13%	335
Kanak Renewables Limited	(0%)	(1)	0%	-	0%	-	0%	-
Rajat Renewables Limited	(0%)	(0)	0%	-	0%	-	0%	-
Pugalur Renewable Private Limited	(0%)	(4)	0%	-	0%	-	0%	-
Bidwal Renewable Private Limited	(0%)	(4)	0%	-	0%	-	0%	-
Zemira Renewable Energy Limited	(0%)	(2)	0%	-	0%	-	0%	-
ReNew Solar Power Private Limited	8%	11,717	(6%)	(129)	3%	10	(4%)	(119)
ReNew Solar Energy Private Limited	0%	375	5%	114	17%	65	7%	180
ReNew Solar Energy (Rajasthan) Private Limited	0%	238	(0%)	(8)	(4%)	(15)	(1%)	(23)
ReNew Solar Energy (TN) Private Limited	1%	1,167	6%	144	0%	0	5%	144
ReNew Solar Energy (Karnataka) Private Limited	1%	1,027	(5%)	(119)	0%	-	(4%)	(119)
ReNew Akshay Urja Limited	2%	2,955	9%	217	29%	110	12%	326
ReNew Solar Energy (Telangana) Private Limited	2%	2,549	6%	142	(5%)	(18)	5%	124
ReNew Saur Urja Private Limited	1%	1,291	(0%)	(10)	11%	42	1%	32
ReNew Clean Energy Private Limited	0%	44	0%	11	33%	125	5%	136
ReNew Solar Services Private Limited	0%	15	0%	0	0%	-	0%	0
ReNew Agni Power Private Limited	0%	14	0%	4	(3%)	(12)	(0%)	(8)
ReNew Mega Solar Power Private Limited	1%	1,066	4%	82	(5%)	(17)	2%	64
ReNew Saur Shakti Private Limited	1%	1,109	5%	123	(3%)	(13)	4%	110
ReNew Sol Energy (Jharkhand One) Private Limited	0%	369	1%	14	0%	-	1%	14
ReNew Sol Energy (Jharkhand Two) Private Limited	4%	5,475	2%	53	2%	8	2%	61
ReNew Sol Energy (Jharkhand Three) Private Limited	0%	356	1%	14	0%	-	1%	14
ReNew Sol Energy (Jharkhand Four) Private Limited	0%	357	1%	15	0%	-	1%	15
ReNew Sol Energy (Jharkhand Five) Private Limited	0%	342	1%	12	0%	-	0%	12
ReNew Solar Energy (Karnataka Two) Private Limited	0%	229	(2%)	(54)	0%	-	(2%)	(54)
ReNew Wind Energy (Karnataka 3) Private Limited	0%	20	(5%)	(109)	(3%)	(10)	(4%)	(119)
ReNew Wind Energy (MP Four) Private Limited	(0%)	(29)	(1%)	(17)	(2%)	(6)	(1%)	(23)
ReNew Wind Energy (MP Three) Private Limited	0%	18	0%	4	13%	50	2%	54
ReNew Wind Energy (Rajasthan Four) Private Limited	(0%)	(7)	0%	1	3%	10	0%	11
ReNew Wind Energy (Maharashtra) Private Limited	0%	2	0%	6	12%	45	2%	51
ReNew Wind Energy (Karnataka 4) Private Limited	(0%)	(33)	(1%)	(25)	(2%)	(6)	(1%)	(31)
Bhumi Prakash Private Limited	(0%)	(6)	(0%)	(5)	8%	31	1%	26
Tarun Kiran Bhoomi Private Limited	(0%)	(43)	(1%)	(25)	(3%)	(11)	(1%)	(36)
ReNew Wind Energy (AP Five) Private Limited	(0%)	(3)	(0%)	(2)	0%	-	(0%)	(2)
Symphony Vyapaar Private Limited	0%	384	(0%)	(0)	0%	-	(0%)	(0)
Lexicon Vanijya Private Limited	0%	375	0%	2	0%	-	0%	2
Star Solar Power Private Limited	0%	162	0%	1	0%	-	0%	1
Sungold Energy Private Limited	0%	161	(0%)	(0)	0%	-	(0%)	(0)
ReNew Wind Energy (Budh 3) Private Limited	0%	501	0%	3	(5%)	(19)	(1%)	(16)
ReNew Wind Energy (TN 2) Private Limited	1%	1,716	(5%)	(123)	41%	152	1%	29

Name of the entity	**Net Assets**		**Share in profit or loss**		**Share in other comprehensive income**		**Share in total comprehensive income**	
	As % of consolidated net assets	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**
ReNew Distributed Solar Services Private Limited	0%	35	0%	1	0%	-	0%	1
ReNew Distributed Solar Energy Private Limited	0%	64	(0%)	(1)	0%	-	(0%)	(1)
ReNew Distributed Solar Power Private Limited	0%	3	(0%)	(1)	0%	-	(0%)	(1)
ReNew Surya Mitra Private Limited	(0%)	(0)	(0%)	(0)	0%	-	(0%)	(0)
ReNew Surya Prakash Private Limited	0%	9	0%	3	0%	-	0%	3
ReNew Saur Vidyut Private Limited	0%	76	0%	4	0%	-	0%	4
SunSource Energy Services Private Limited	0%	46	(0%)	(2)	0%	-	(0%)	(2)
ReNew Solar Sun Flame Private Limited	0%	0	(0%)	(0)	0%	-	(0%)	(0)
ReNew Solar Daylight Energy Private Limited	0%	0	(0%)	(0)	0%	-	(0%)	(0)
Vivasvat Solar Energy Private Limited	0%	0	0%	-	0%	-	0%	-
Nokor Solar Energy Private Limited	0%	0	0%	-	0%	-	0%	-
Akhilagya Solar Energy Private Limited	0%	0	0%	-	0%	-	0%	-
Abha Sunlight Private Limited	0%	0	0%	-	0%	-	0%	-
Izra Solar Energy Private Limited	0%	0	0%	-	0%	-	0%	-
Nokor Bhoomi Private Limited	0%	0	0%	-	0%	-	0%	-
Zorya Solar Energy Private Limited	0%	0	0%	-	0%	-	0%	-
ReNew Transmission Ventures Private Limited	0%	0	0%	-	0%	-	0%	-
Adyah Solar Energy Private Limited	0%	0	0%	-	0%	-	0%	-
Ostro Energy Private Limited	0%	403	0%	-	0%	-	0%	-
Ostro Rann Wind Private Limited	0%	4	0%	-	0%	-	0%	-
Ostro Alpha Wind Private Limited	0%	5	0%	-	0%	-	0%	-
Ostro Bhesada Wind Private Limited	0%	0	0%	-	0%	-	0%	-
Ostro Dakshin Power Private Limited	1%	1,988	0%	-	0%	-	0%	-
Ostro Dhar Wind Private Limited	0%	0	0%	-	0%	-	0%	-
Ostro Kutch Wind Private Limited	2%	3,076	0%	-	0%	-	0%	-
Ostro Kannada Power Private Limited	0%	2	0%	-	0%	-	0%	-
Ostro Raj Wind Private Limited	0%	8	0%	-	0%	-	0%	-
Ostro Jaisalmer Private Limited	1%	889	0%	-	0%	-	0%	-
Ostro Madhya Wind Private Limited	1%	1,523	0%	-	0%	-	0%	-
Ostro Mahawind Power Private Limited	1%	1,501	0%	-	0%	-	0%	-
Ostro Anantapur Private Limited	1%	1,890	0%	-	0%	-	0%	-
Ostro Renewables Private Limited	0%	498	0%	-	0%	-	0%	-
AVP Powerinfra Private Limited	0%	506	0%	-	0%	-	0%	-
Badoni Power Private Limited	0%	513	0%	-	0%	-	0%	-
Ostro Andhra Wind Private Limited	1%	1,948	0%	-	0%	-	0%	-
Ostro AP Wind Private Limited	1%	1,977	0%	-	0%	-	0%	-
Ostro Urja Wind Private Limited	1%	1,528	0%	-	0%	-	0%	-
ReNew Power Singapore PTE	0%	-	0%	-	0%	-	0%	-
	100%	**149,829**	**100%**	**2,293**	**100%**	**375**	**100%**	**2,668**
Minority Interests in all subsidiaries								
ReNew Wind Energy (Karnataka) Private Limited	-	28	-	(1)	-	-	-	(1)
ReNew Wind Energy (AP) Private Limited	-	51	-	34	-	-	-	34
ReNew Solar Energy (TN) Private Limited	-	1	-	0	-	-	-	0
ReNew Solar Energy (Karnataka) Private Limited	-	420	-	(58)	-	-	-	(58)
ReNew Akshay Urja Limited	-	1,297	-	95	-	(48)	-	47
ReNew Solar Energy (Telangana) Private Limited	-	1,138	-	69	-	9	-	78
ReNew Mega Solar Power Private Limited	-	479	-	40	-	8	-	48
Adjustments arising out of consolidation	-	(78,564)	-	(1,953)	-	428	-	(1,525)
Total		**74,679**		**520**		**772**		**1,292**

56 Significant accounting judgments, estimates and assumptions

The preparation of consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgments, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Group based their assumptions and estimates on parameters available when the consolidated financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

A) Accounting Judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, Group is depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 43 and 44 for further disclosures.

Related party transactions

Employee benefit costs and other common expenses are incurred by the Group. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate higher than a return expected from 3-year government bond yield.

Impairment of goodwill - The key assumptions used to determine the recoverable amount for the different CGUs are disclosed and further explained in Note 7.

57 The Company has received a show cause notice from Competition Commission of India (the “CCI”) dated 28 February 2019 under regulation 48 of the Competition Commission of India (General) Regulations, 2009 read with section 43A of the Competition Act, 2002 in relation to ReNew Power Group’s acquisition of Ostro Energy Private Limited in terms of regulation 8 of the Competition Commission of India (Procedure in regard to the transaction of business in relation to combinations) Regulations, 2011 (Combination Regulations).

The Company has filed a petition before CCI submitting that the acquisition was not required to be reported based on exemption available in act for “small target exemption”.

The Company believes that it has merits in its submission and impact if any, of the above mentioned show-cause notice is not likely to be material. Accordingly, no adjustment has been made to these Consolidated Financial Statements.

58 During the year, distribution companies of the state of Karnataka have issued demand notices to captive users (customers of the Group's subsidiaries) and to the respective captive plants hereinafter refer to as the "SPVs". These notice was issued seeking recovery of cross subsidy surcharge and differential between rate of electricity tax applicable to captive users and non-captive users on the ground that these captive users have not consumed the energy in proportion to their respective shareholding in the SPV, thereby violating Rule 3 of the Electricity Rules, 2005. The SPVs have filed a petition before the Karnataka Electricity Regulatory Commission (the "KERC") contesting these demands. KERC has granted interim relief and stayed the demand notice and disconnection by the distribution companies. The SPVSs have deposited a sum of INR 114, as per KERC order, against the total demand raised of INR 340 under protest on behalf of certain captive users. The amount thus paid under protest has been accounted for as recoverable and disclosed under head "Other current assets" in these financial statements.
The Group, based on legal advice obtained, believes that there are merits in its position and that the demand raised by distribution companies would be rescinded by KERC and hence no adjustment has been made in the financial statements in this regard.

59 During the year, certain subsidiaries reached settlement with some of their suppliers/contractors for compensation for loss of revenue on account of delay in commissioning of power projects. Resultantly, an amount of INR 379 (31 March 2018 : INR 338) towards Liquidated Damages ('LDs') has been recognized in the statement of profit and loss.

Since, the said LDs are directly linked to delay in creating profit making apparatus, the same has been considered as capital receipt and thus has not been included in Book Profit under section 115JB of the Income Tax Act, 1961. The same has also been supported by the opinion of the advisors of the group.

60 Absolute amounts less than INR 500,000 are appearing in the Consolidated Financial Statements as "0" due to presentation in millions.

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

S.R. BATLIBOI & CO. LLP
Chartered Accountants

[illegible]
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel : +91 124 464 4000

Independent Auditor's Report

To the Members of ReNew Power Limited (formerly known as ReNew Power Ventures Limited and ReNew Power Ventures Private Limited)

Report on the Consolidated Ind AS Financial Statements

We have audited the accompanying consolidated Ind AS financial statements of ReNew Power Limited (hereinafter referred to as "the Holding Company"), its subsidiaries (the Holding Company and its subsidiaries together referred to as "the Group") and jointly controlled entities, comprising of the consolidated Balance Sheet as at 31 March 2018, the consolidated Statement of Profit and Loss including other comprehensive income, the consolidated Cash Flow Statement, the consolidated Statement of Changes in Equity for the year then ended, and a summary of significant accounting policies and other explanatory information (hereinafter referred to as "the consolidated Ind AS financial statements").

Management's responsibility for the Consolidated Ind AS Financial Statements

The Holding Company's Board of Directors is responsible for the preparation of these consolidated Ind AS financial statements in terms of the requirement of the Companies Act, 2013 ("the Act") that give a true and fair view of the consolidated financial position, consolidated financial performance including other comprehensive income, consolidated cash flows and consolidated statement of changes in equity of the Group including Jointly controlled entities in accordance with accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under Section 133 of the Act, read with the Companies (Indian Accounting Standard) Rules, 2015, as amended. The respective Board of Directors of the companies included in the Group and of its jointly controlled entities are responsible for maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Group and of its jointly controlled entities and for preventing and detecting frauds and other irregularities; the selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error, which have been used for the purpose of preparation of the consolidated Ind AS financial statements by the Directors of the Holding Company, as aforesaid.

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated Ind AS financial statements based on our audit. While conducting the audit, we have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act and the Rules made thereunder. We conducted our audit in accordance with the Standards on Auditing, issued by the Institute of Chartered Accountants of India, as specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Holding Company's preparation of the consolidated Ind AS financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by the Holding Company's Board of Directors, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence obtained by us and the audit evidence obtained by the other auditors in terms of their reports referred to in sub-paragraph (a) of the Other Matters paragraph below, is sufficient and appropriate to provide a basis for our audit opinion on the consolidated Ind AS financial statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us and based on the consideration of reports of other auditors on separate financial statements and on the other financial information of the subsidiaries, the aforesaid consolidated Ind AS financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India of the consolidated state of affairs of the Group and jointly controlled entities as at 31 March 2018, their consolidated profit including other comprehensive income, their consolidated cash flows and consolidated statement of changes in equity for the year ended on that date.

Other Matter

We did not audit the financial statements and other financial information, in respect of 66 subsidiaries whose Ind AS financial statements include total assets of Rs 111,197 million and net assets of Rs 13,136 million as at 31 March 2018, and total revenues of Rs 19,396 million and net cash inflows of Rs 1,736 million for the year ended on that date. These financial statement and other financial information have been audited by other auditors, which financial statements, other financial information and auditor's reports have been furnished to us by the management. Our opinion on the consolidated Ind AS financial statements, in so far as it relates to the amounts and disclosures included in respect of these subsidiaries and our report in terms of sub-sections (3) of Section 143 of the Act, in so far as it relates to the aforesaid subsidiaries is based solely on the reports of such other auditors.

Our opinion above on the consolidated Ind AS financial statements, and our report on other legal and regulatory requirements below, is not modified in respect of the above matter with respect to our reliance on the work done and the reports of the other auditors and the financial statements and other financial information certified by the Management.

Report on other legal and regulatory requirements

As required by section 143 (3) of the Act, based on our audit and on the consideration of report of the other auditors on separate financial statements and the other financial information of subsidiaries as noted in the 'other matter' paragraph, we report, to the extent applicable, that:

(a) We / the other auditors whose reports we have relied upon have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit of the aforesaid consolidated Ind AS financial statements;

(b) In our opinion proper books of account as required by law relating to preparation of the aforesaid consolidation of the financial statements have been kept so far as it appears from our examination of those books and reports of the other auditors;

(c) The consolidated Balance Sheet, consolidated Statement of Profit and Loss including the Statement of Other Comprehensive Income, the consolidated Cash Flow Statement and consolidated

Statement of Changes in Equity dealt with by this Report are in agreement with the books of account maintained for the purpose of preparation of the consolidated Ind AS financial statements;

(d) In our opinion, the aforesaid consolidated Ind AS financial statements comply with the Indian Accounting Standards specified under section 133 of the Act, read with Companies (Indian Accounting Standard) Rules, 2015, as amended;

(e) On the basis of the written representations received from the directors of the Holding Company as on 31 March 2018 taken on record by the Board of Directors of the Holding Company and the reports of the statutory auditors who are appointed under Section 139 of the Act, of its subsidiary companies and jointly controlled companies entities incorporated in India, none of the directors of the Group's companies and jointly controlled companies incorporated in India is disqualified as on 31 March 2018 from being appointed as a director in terms of Section 164 (2) of the Act;

(f) With respect to the adequacy and the operating effectiveness of the internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements of the Holding Company, its subsidiary companies and jointly controlled entities incorporated in India, refer to our separate report in "Annexure 1" to this report;

(g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended, in our opinion and to the best of our information and according to the explanations given to us and based on the consideration of the report of the other auditors on separate financial statements as also the other financial information of the subsidiaries , as noted in the 'Other matter' paragraph:

i. The consolidated Ind AS financial statements disclose the impact of pending litigations on its consolidated financial position of the Group and jointly controlled entities – Refer Note 46 to the consolidated Ind AS financial statements;

ii. Provision has been made in the consolidated Ind AS financial statements, as required under the applicable law or accounting standards, for material foreseeable losses, if any, on long-term contracts including derivative contracts – Refer Note 50 to the consolidated Ind AS financial statements in respect of such items as it relates to the Group and jointly controlled entities;

iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Holding Company, its subsidiaries and jointly controlled entities incorporated in India during the year ended 31 March 2018.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per **Amit Chugh**
Partner
Membership Number: 505224

Place of Signature: Gurugram
Date: 16 July 2018

Annexure to the Independent Auditor's Report of even date on the Consolidated Ind AS Financial Statements of ReNew Power Limited

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

In conjunction with our audit of the consolidated Ind AS financial statements of ReNew Power Limited as of and for the year ended 31 March 2018, we have audited the internal financial controls over financial reporting of ReNew Power Limited (hereinafter referred to as the "Holding Company"), its subsidiary companies and jointly controlled entities, which are companies incorporated in India, as of that date.

Management's responsibility for Internal Financial Controls

The respective Board of Directors of the Holding Company, its subsidiary companies and jointly controlled entities, which are companies incorporated in India, are responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Holding Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the respective company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Act.

Auditor's responsibility

Our responsibility is to express an opinion on the company's internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, both, issued by Institute of Chartered Accountants of India, and deemed to be prescribed under section 143(10) of the Act, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained and the audit evidence obtained by the other auditors in terms of their reports referred to in the Other Matters paragraph below, is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements.

Meaning of Internal Financial Controls over Financial Reporting with reference to these Consolidated Ind AS Financial Statements

A company's internal financial control over financial reporting with reference to these consolidated Ind AS financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting with reference to these consolidated Ind AS financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent limitations of Internal Financial Controls over Financial Reporting with Reference to these Consolidated Ind AS Financial Statements

Because of the inherent limitations of internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these consolidated Ind AS financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Holding Company, its subsidiary companies and jointly controlled entities, which are companies incorporated in India, have, maintained in all material respects, adequate internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements and such internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements were operating effectively as at 31 March 2018, based on the internal control over financial reporting criteria established by the Holding Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

Other Matters

Our report under Section 143(3)(i) of the Act on the adequacy and operating effectiveness of the internal financial controls over financial reporting with reference to these consolidated Ind AS financial statements of the Holding Company, insofar as it relates to these 65 subsidiary companies, which are companies incorporated in India, is based on the corresponding reports of the auditors of such subsidiary incorporated in India.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per **Anil Chugh**
Partner
Membership Number: 505224

Place of Signature: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Balance Sheet as at 31 March 2018
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2018	As at 31 March 2017
Assets			
Non-current assets			
Property, plant and equipment	5	238,442.05	127,576.80
Capital work in progress	5	7,444.43	19,095.22
Goodwill	6	10,952.87	292.72
Intangible assets	6	25,206.54	1,174.78
Intangible assets under development	6	1,423.67	-
Investment in jointly controlled entities	7	1,000.90	-
Financial assets			
Investment	8	642.88	-
Loans	8	61.80	21.87
Others	8	2,532.89	30.73
Deferred tax assets (net)	9A	1,523.16	1,342.21
Prepayments	10	1,720.31	769.59
Other non-current assets	11	7,085.52	9,570.72
Total non-current assets		**298,037.02**	**159,874.64**
Current assets			
Inventories	12	153.43	13.64
Financial assets			
Investments	8	9,268.18	6.18
Derivative instruments	13	74.82	-
Trade receivables	14	6,700.97	4,840.72
Cash and cash equivalent	15	13,913.90	27,139.00
Bank balances other than cash and cash equivalent	15	10,322.33	4,507.46
Loans	8	34.28	0.12
Others	8	4,755.09	2,541.94
Prepayments	10	492.34	210.29
Other current assets	11	2,015.64	2,131.12
Total current assets		**47,730.98**	**41,390.47**
Total assets		**345,768.00**	**201,265.11**
Equity and liabilities			
Equity			
Equity share capital	16A	3,771.58	3,383.62
Other equity			
Share premium	17.2	66,376.25	50,711.06
Capital reserve	17.3	113.98	113.98
Debenture redemption reserve	17.4	2,422.21	1,065.34
Hedging reserve	17.5	(270.83)	(978.18)
Share based payment reserve	17.6	1,026.77	536.13
Retained earnings	17.7	(2,174.03)	(1,116.63)
Equity attributable to owners of the parent		**71,265.93**	**53,715.32**
Non-controlling interests		3,414.30	3,126.32
Total equity		**74,680.23**	**56,841.64**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	18	209,286.87	102,445.87
Deferred government grant	19	287.03	11.70
Long-term provisions	20	46.54	24.68
Deferred tax liabilities (net)	9B	5,907.76	359.51
Other non-current liabilities	21	2,273.69	967.88
Total non-current liabilities		**217,801.89**	**103,809.64**

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Balance Sheet as at 31 March 2018
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2018	As at 31 March 2017
Current liabilities			
Financial liabilities			
Short-term borrowings	22	19,365.19	16,575.83
Trade payables	23	2,734.82	2,396.20
Derivative instruments	24	931.43	2,243.60
Other current financial liabilities	25	28,810.08	18,279.63
Deferred government grant	19	12.46	0.09
Other current liabilities	26	1,220.57	1,039.25
Short-term provisions	27	211.33	79.23
Total current liabilities		**53,285.88**	**40,613.83**
Total liabilities		**271,087.77**	**144,423.47**
Total equity and liabilities		**345,768.00**	**201,265.11**

Summary of significant accounting policies 4

The accompanying notes are an integral part of the Consolidated Financial Statements.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 16 July 2018

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Profit and Loss for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2018	For the year ended 31 March 2017
Income:			
Revenue from operations	28	24,616.93	13,072.96
Other income	29	3,177.77	2,434.33
Total income		**27,794.70**	**15,507.29**
Expenses:			
Cost of raw material and components consumed	30	522.15	3.94
Employee benefits expense	31	795.80	512.46
Other expenses	32	3,410.19	1,887.00
Total expenses		**4,728.14**	**2,403.40**
Earning before interest, tax, depreciation and amortization (EBITDA)		**23,066.56**	**13,103.89**
Depreciation and amortization expense	33	7,125.35	3,827.81
Finance costs	34	15,100.50	8,258.41
Profit before share of profit of jointly controlled entitles and tax		**840.71**	**1,017.67**
Share of profit of jointly controlled entities		0.12	-
Profit before tax		**840.83**	**1,017.67**
Tax expense			
Current tax		559.71	440.58
Deferred tax		(162.79)	67.73
Adjustment of tax relating to earlier periods		(76.07)	-
Profit for the year	**(a)**	**519.98**	**509.36**
Other comprehensive income (OCI)			
Items that will be reclassified to profit or loss in subsequent periods			
Net movement on cash flow hedges		1,144.24	(1,310.58)
Income tax effect		(371.34)	407.73
Net other comprehensive income that will be reclassified to profit or loss in subsequent periods	**(b)**	**772.90**	**(902.85)**
Other comprehensive income not to be reclassified to profit or loss in subsequent periods:			
Re-measurement loss of defined benefit plan		(0.69)	(4.99)
Income tax effect		0.18	1.65
		(0.51)	(3.34)
Capital reserve on acquisition of subsidiaries (refer note 52)		-	113.98
Net other comprehensive income not to be reclassified to profit or loss in subsequent periods	**(c)**	**(0.51)**	**110.64**
Other comprehensive income for the year, net of taxes	**(d)=(b)+(c)**	**772.39**	**(792.21)**
Total comprehensive income for the year	**(a)+(d)**	**1,292.37**	**(282.85)**

Profit for the year		**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Attributable to:			
Equity holders of the parent		300.43	338.24
Non-controlling interests		219.55	171.12
Total comprehensive income for the year			
Attributable to:			
Equity holders of the parent		1,007.27	(397.44)
Non-controlling interests		285.10	114.59
Earnings per share:			
(face value per share: INR 10)			
(1) Basic	35	0.89	1.20
(2) Diluted		0.87	1.13
Summary of significant accounting policies	4		

The accompanying notes are an integral part of the Consolidated financial statements

As per our report of even date

For S.R. Batliboi & Co. LLP

ICAI Firm Registration No.: 301003E/E300005

Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited
(formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 16 July 2018

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Cash Flows for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

Particulars	For the year ended 31 March 2018	For the year ended 31 March 2017
Profit before tax	840.71	1,017.67
Adjustments for:		
Depreciation/amortisation	7,125.35	3,827.82
Loss/(profit) on sale of Property plant & equipment	14.07	1.67
Loss/(profit) on sale of Investment	-	(9.64)
Capital work in progress written off	39.22	72.63
Deferred revenue	5.11	-
SECI subsidy	-	-
Government grant- viability gap funding	(24.85)	-
Loss on ineffectiveness on derivative instruments designated as cash flow hedge (net)	-	(9.95)
Operation and maintenance reserve	644.45	340.70
Share based payments	271.60	184.82
Amortization of option premium	-	15.68
Provision for doubtful debts	5.53	-
Unamortised ancillary borrowing cost written off	281.11	429.26
Interest income	(1,152.29)	(1,027.31)
Interest expense	14,417.64	7,639.86
Profit on sale of Mutual fund	(278.21)	-
Operating profit/(loss) before working capital changes	**22,189.44**	**12,483.21**
Movement in working capital		
(Increase)/decrease in trade receivables	(39.10)	(1,638.60)
(Increase)/decrease in inventories	(139.79)	(13.64)
(Increase)/decrease in other current financial assets	(1,352.52)	(1,211.49)
(Increase)/decrease in other non-current financial assets	40.13	5.23
(Increase)/decrease in other current assets	353.46	(1,680.21)
(Increase)/decrease in other non-current assets	279.00	(181.58)
(Increase)/decrease in prepayments	(323.18)	(842.92)
Increase/(decrease) in other current financial liabilities	(1.20)	(1.31)
Increase/(decrease) in other current liabilities	(148.06)	818.04
Increase/(decrease) in other non current liabilities	-	-
Increase/(decrease) in trade payables	279.99	2,033.80
Increase/(decrease) in provisions	(108.39)	27.14
Cash generated from operations	**21,029.78**	**9,797.67**
Direct taxes paid (net of refunds)	(1,118.01)	(803.72)
Net cash generated/(used) in operating activities	**19,911.77**	**8,993.95**
Cash flow from investing activities		
Purchase of Property, Plant and Equipment including cwip and capital advances	(52,297.23)	(67,838.92)
Investments of deposits having residual maturity more than 3 months (net)	(2,821.42)	7,877.97
Investment in mutual funds (made)/redeemed (net)	(7,340.16)	104.71
Purchase consideration paid (net of cash acquired)	(43,128.18)	(1,243.12)
Interest received	1,008.97	1,182.83
Net cash used in investing activities	**(104,578.02)**	**(59,916.53)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	16,053.37	19,876.76
Receipt/(payment) of share application money pending for refund	-	2.20
Government grant received	0.63	12.11
Proceeds from long-term borrowings	90,780.65	80,238.85
Repayment of long-term borrowings	(23,060.52)	(30,573.30)
Proceeds from short-term borrowings	4,080.14	11,568.37
Repayment of short-term borrowings	(1,771.96)	-
Interest paid	(14,641.16)	(6,694.78)
Net cash generated from financing activities	**71,441.15**	**74,430.21**
Net (decrease) / increase in cash and cash equivalents	**(13,225.10)**	**23,507.63**
Cash and cash equivalents at the beginning of the year	**27,139.00**	**3,631.37**
Cash and cash equivalents at the end of the year	**13,913.90**	**27,139.00**

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Cash Flows for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

Particulars	For the year ended 31 March 2018	For the year ended 31 March 2017
Components of cash and cash equivalents		
Cash on hand	0.16	0.02
Cheque on hand	-	0.20
Balances with banks:		
- On current accounts	5,199.76	8,169.97
- On deposit accounts with original maturity of less than	8,713.98	18,968.81
Total cash and cash equivalents (note 15)	**13,913.90**	**27,139.00**

Particulars	Opening balance as at 1 April 2017	Cash flows (net)	Other Changes*	Closing balance as at 31 March 2018
Long-term borrowings (including current maturities and net of ancilliary borrowings cost incurred)	104,190.55	67,720.12	47,172.95	219,083.62
Short-term borrowings	16,575.83	2,308.18	481.18	19,365.19
Derivative instruments	2,243.60	-	(1,312.17)	931.43
Total liabilities from financing activities	**123,009.98**	**70,028.30**	**46,341.96**	**239,380.24**

* Including adjustement for ancillary borrowing cost, unrealised/realised foreign exchange gain/loss.

1. The cash flow statement has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005

Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 16 July 2018

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Consolidated Statement of Changes in Equity for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of the Parent										Non-Controlling Interests (NCI)	Total Equity
	Equity share capital	Equity component of compulsorily convertible debentures	Share application money pending allotment	Reserves and Surplus			Debenture redemption reserve	Items of OCI		Total		
				Share premium	Share based payment reserve	Retained earnings		Capital reserve on business combination	Hedging Reserve			
	(refer note 16A)	(refer note 16B)	(refer note 17.1)	(refer note 17.2)	(refer note 17.6)	(refer note 17.7)	(refer note 17.4)	(refer note 17.3)	(refer note 17.5)			
At 1 April 2016	**2,608.45**	**147.12**	-	**31,243.67**	**1,397.24**	**(747.61)**	**370.32**	-	**(130.86)**	**34,888.33**	**1,665.01**	**36,553.34**
Profit for the year	-	-	-	-	-	338.24	-	-	-	338.24	171.12	509.36
Other comprehensive income (net of taxes)	-	-	-	-	-	(3.34)	-	113.98	(847.32)	(736.68)	(56.53)	(793.21)
Total comprehensive income	-	-	-	-	-	**334.90**	-	**113.98**	**(847.32)**	**(398.44)**	**114.59**	**(283.85)**
Share application money received	-	-	18,817.34	-	-	-	-	-	-	18,817.34	-	18,817.34
Equity shares issued during the year	775.17	-	(18,815.14)	18,187.73	-	-	-	-	-	147.76	826.66	973.62
Amount utilised on exercise of stock options	-	-	-	1,309.04	(1,309.04)	-	-	-	-	-	-	-
Debentures converted into equity shares during the year	-	(147.12)	-	-	-	-	-	-	-	(147.12)	-	(147.12)
Issue of compulsory convertible debentures	-	511.16	-	-	-	-	-	-	-	511.16	-	511.16
Amount utilized for issue of shares	-	-	-	(29.38)	-	-	-	-	-	(29.38)	-	(29.38)
Share application money refundable at year end	-	-	(2.20)	-	-	-	-	-	-	(2.20)	-	(2.20)
Adjustments for acquisition of interest by NCI in subsidiaries	-	-	-	-	-	(8.90)	-	-	-	(8.90)	8.90	-
Share-based payments	-	-	-	-	447.93	-	-	-	-	447.93	-	447.93
Equity component of compulsorily convertible debentures attributable to NCI	-	(511.16)	-	-	-	-	-	-	-	(511.16)	511.16	-
Debenture redemption reserve	-	-	-	-	-	(695.02)	695.02		-	-	-	-
At 31 March 2017	**3,383.62**	-	-	**50,711.06**	**536.13**	**(1,116.63)**	**1,065.34**	**113.98**	**(978.18)**	**53,715.32**	**3,126.32**	**56,841.64**
Profit for the year	-	-	-	-	-	300.43	-	-	-	300.43	219.55	519.98
Other comprehensive income (net of taxes)	-	-	-	-	-	(0.51)	-	-	707.35	706.84	65.55	772.39
Total Comprehensive Income	-	-	-	-	-	**299.92**	-	-	**707.35**	**1,007.27**	**285.10**	**1,292.36**
Share-based payments	-	-	-	-	491.87	-	-	-	-	491.87	-	491.87
Share application money received	-	-	16,092.51	-	-	-	-	-	-	16,092.51	-	16,092.51
Amount utilised on exercise of stock options	-	-	-	1.23	(1.23)	-	-	-	-	-	-	-
Equity shares issued during the year	387.96	-	(16,092.51)	15,704.55	-	-	-	-	-	-	2.42	2.42
Adjustments for acquisition of interest by NCI in subsidiaries	-	-	-	-	-	(0.45)	-	-	-	(0.45)	0.45	-
Amount utilized for issue of shares	-	-	-	(40.59)	-	-	-	-	-	(40.59)	-	(40.59)
Debenture redemption reserve	-	-	-	-	-	(1,356.87)	1,356.87	-	-	-	-	-
At 31 March 2018	**3,771.58**	-	-	**66,376.25**	**1,026.77**	**(2,174.03)**	**2,422.21**	**113.98**	**(270.83)**	**71,265.93**	**3,414.30**	**74,680.23**

The accompanying notes are an integral part of the Consolidated Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited
(formerly known as ReNew Power Private Limited and
ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 16 July 2018

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

1 General information

ReNew Power Limited (‘the Company’) (Formerly known as 'ReNew Power Private Limited' and 'ReNew Power Ventures Private Limited') is a public limited company domiciled in India. The Company was converted into a public company with effect from 17 April 2018 and consequently the name of the Company has changed from ReNew Power Private Limited to ReNew Power Limited.

The registered office of the Company is located at 138, Ansal Chamber - II Bikaji Cama Place, New Delhi-110066. The Parent and its subsidiaries (hereinafter collectively referred to as 'the Group') are carrying out business activities relating to generation of power through non-conventional and renewable energy sources.

The Consolidated Financial Statements of the Group were authorised for issue by the Group's Board of Directors on 16 July 2018.

2 Basis of preparation

The Consolidated Financial Statements are prepared in accordance with Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended. The Consolidated Financial Statements have been prepared on accrual basis and under the historical cost convention issued thereunder and other accounting principles generally accepted in India.

These Consolidated Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of the Companies Act 2013.

The financial statements have been prepared on a historical cost basis, except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments
- Financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

3 Principles of consolidation

The Consolidated Financial Statements comprise the financial statements of the Group as at 31 March 2018. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if and only if the Group has:

- Power over the investee (i.e. existing rights that give it the current ability to direct the relevant activities of the investee)
- Exposure, or rights, to variable returns from its involvement with the investee, and
- The ability to use its power over the investee to affect its returns

Generally, there is a presumption that a majority of voting rights result in control. To support this presumption and when the Group has less than a majority of the voting or similar rights of an investee, the Group considers all relevant facts and circumstances in assessing whether it has power over an investee, including:

- The contractual arrangement with the other vote holders of the investee
- Rights arising from other contractual arrangements
- The Group's voting rights and potential voting rights
- The size of the Group's holding of voting rights relative to the size and dispersion of the holdings of the other voting rights holders.

The Group re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the Consolidated Financial Statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

Consolidated Financial Statements are prepared using uniform accounting policies for like transactions and other events in similar circumstances. If a member of the Group uses accounting policies other than those adopted in the Consolidated Financial Statements for like transactions and events in similar circumstances, appropriate adjustments are made to that Group member’s financial statements in preparing the Consolidated Financial Statements to ensure conformity with the Group’s accounting policies.

The financial statements of all entities used for the purpose of consolidation are drawn up to same reporting date as that of the parent Company, i.e., year ended on 31st March 2018. When the end of the reporting period of the parent is different from that of a subsidiary, the subsidiary prepares, for consolidation purposes, additional financial information as of the same date as the financial statements of the parent to enable the parent to consolidate the financial information of the subsidiary, unless it is impracticable to do so.

Consolidation procedure:

- Combine like items of assets, liabilities, equity, income, expenses and cash flows of the parent on line by line basis with those of its subsidiaries. For this purpose, income and expenses of the subsidiary are based on the amounts of the assets and liabilities recognised in the Consolidated Financial Statements at the acquisition date.

- Offset (eliminate) the carrying amount of the parent’s investment in each subsidiary and the parent’s portion of equity of each subsidiary. Business combinations policy explains how to account for any related goodwill.

- Eliminate in full intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between entities of the Group (profits or losses resulting from intragroup transactions that are recognised in assets, such as inventory and fixed assets, are eliminated in full). Intragroup losses may indicate an impairment that requires recognition in the Consolidated Financial Statements. Ind AS 12 Income Taxes applies to temporary differences that arise from the elimination of profits and losses resulting from intragroup transactions.

Profit or loss and each component of other comprehensive income (OCI) are attributed to the equity holders of the parent of the Group and to the non-controlling interests, even if this results in the non-controlling interests having a deficit balance.

A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction.
If the Group loses control over a subsidiary, it:

- Derecognises the assets (including goodwill) and liabilities of the subsidiary
- Derecognises the carrying amount of any non-controlling interests
- Derecognises the cumulative translation differences recorded in equity
- Recognises the fair value of the consideration received
- Recognises the fair value of any investment retained
- Recognises any surplus or deficit in profit or loss
- Reclassifies the parent's share of components previously recognised in OCI to profit or loss or retained earnings, as appropriate, as would be required if the Group had directly disposed of the related assets or liabilities.

Investments accounted for using the equity method.
An associate is an entity over which the Group has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but is not control or joint control over those policies.

A joint venture is a type of joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint venture. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.

The considerations made in determining whether significant influence or joint control are similar to those necessary to determine control over the subsidiaries

The Group's investments in its associate and joint venture are accounted for using the equity method. Under the equity method, the investment in an associate or a joint venture is initially recognised at cost. The carrying amount of the investment is adjusted to recognise changes in the Group's share of net assets of the associate or joint venture since the acquisition date. Goodwill relating to the associate or joint venture is included in the carrying amount of the investment and is not tested for impairment individually.

The statement of profit and loss reflects the Group's share of the results of operations of the associate or joint venture. Any change in OCI of those investees is presented as part of the Group's OCI. In addition, when there has been a change recognised directly in the equity of the associate or joint venture, the Group recognises its share of any changes, when applicable, in the statement of changes in equity. Unrealised gains and losses resulting from transactions between the Group and the associate or joint venture are eliminated to the extent of the interest in the associate or joint venture.

If an entity's share of losses of an associate or a joint venture equals or exceeds its interest in the associate or joint venture (which includes any long term interest that, in substance, form part of the Group's net investment in the associate or joint venture), the entity discontinues recognising its share of further losses. Additional losses are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture. If the associate or joint venture subsequently reports profits, the entity resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised.

The aggregate of the Group's share of profit or loss of an associate and a joint venture is shown on the face of the statement of profit and loss.
The financial statements of the associate or joint venture are prepared for the same reporting period as the Group. When necessary, adjustments are made to bring the accounting policies in line with those of the Group.

After application of the equity method, the Group determines whether it is necessary to recognise an impairment loss on its investment in its associate or joint venture. At each reporting date, the Group determines whether there is objective evidence that the investment in the associate or joint venture is impaired. If there is such evidence, the Group calculates the amount of impairment as the difference between the recoverable amount of the associate or joint venture and its carrying value, and then recognises the loss as 'Share of profit of an associate and a joint venture' in the statement of profit or loss.
Upon loss of significant influence over the associate or joint control over the joint venture, the Group measures and recognises any retained investment at its fair value. Any difference between the carrying amount of the associate or joint venture upon loss of significant influence or joint control and the fair value of the retained investment and proceeds from disposal is recognised in profit or loss

4 Summary of Significant Accounting Policies

a) Business Combinations and goodwill

Business combinations are accounted for using the acquisition method. The cost of an acquisition is measured as the aggregate of the consideration transferred measured at acquisition date fair value and the amount of any non-controlling interests in the acquiree. For each business combination, the Group elects whether to measure the non-controlling interests in the acquiree at fair value or at the proportionate share of the acquiree's identifiable net assets. Acquisition-related costs are expensed as incurred.

At the acquisition date, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired in a business combination are measured at the basis indicated below:

- Deferred tax assets or liabilities and the assets or liabilities related to employee benefit arrangements are recognised and measured in accordance with Ind AS 12 Income Tax and Ind AS 19 Employee Benefits respectively.
- Liabilities or equity instruments related to share based payment arrangements of the acquiree or share – based payments arrangements of the Group entered into to replace share-based payment arrangements of the acquiree are measured in accordance with Ind AS 102 Share-based Payments at the acquisition date.
- Assets (or disposal groups) that are classified as held for sale in accordance with Ind AS 105 Non-current Assets Held for Sale and Discontinued Operations are measured in accordance with that standard.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.

When the Group acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

If the business combination is achieved in stages, any previously held equity interest is re-measured at its acquisition date fair value and any resulting gain or loss is recognised in profit or loss or OCI, as appropriate.

Any contingent consideration to be transferred by the acquirer is recognised at fair value at the acquisition date. Contingent consideration classified as an asset or liability that is a financial instrument and within the scope of Ind AS 109 Financial Instruments, is measured at fair value with changes in fair value recognised in profit or loss. If the contingent consideration is not within the scope of Ind AS 109, it is measured in accordance with the appropriate Ind AS. Contingent consideration that is classified as equity is not re-measured at subsequent reporting dates and subsequent its settlement is accounted for within equity.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred and the amount recognised for non-controlling interests, and any previous interest held, over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Group re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised in OCI and accumulated in equity as capital reserve. However, if there is no clear evidence of bargain purchase, the entity recognises the gain directly in equity as capital reserve, without routing the same through OCI.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group’s cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

If the initial accounting for a business combination is incomplete by the end of the reporting period in which the combination occurs, the Group reports provisional amounts for the items for which the accounting is incomplete. Those provisional amounts are adjusted through goodwill during the measurement period, or additional assets or liabilities are recognised, to reflect new information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the amounts recognized at that date. These adjustments are called as measurement period adjustments. The measurement period does not exceed one year from the acquisition date.

b) Current versus non-current classification

The Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.
The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The Group has identified twelve months as their operating cycle for classification of their current assets and liabilities.

c) Customer contracts

Customer related intangibles are capitalized if they meet the definitions of an intangible asset and the recognition criteria are satisfied. Customer-related intangibles acquired as part of a business combination are valued at fair value and those acquired separately are measured at cost. Such intangibles are amortized over the remaining useful life of the customer relationships or the period of the contractual arrangements.

d) Fair value measurement

The Group measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant’s ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 42 and 43)

At each reporting date, the management of the Group analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as
· Disclosures for significant estimates and assumptions (Refer Note 54)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 42)
· Financial instruments (including those carried at amortised cost) (Refer Note 42 and 43)

e) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured, regardless of when the payment is being made. The following specific recognition criteria must also be met before revenue is recognised:-

Sale of Power

Income from supply of power is recognized on the supply of units generated from the plant to the grid, as per the terms of the PPA entered into with the state electricity board/ private customers.

Income from Engineering Procurement and Construction ("EPC") Contracts
Revenue from provision of supply under EPC contracts is recognised when all significant risks and rewards of ownership of the EPC contract have been passed to the buyer.

Revenue from provision of service is recognized on the percentage of completion method. Percentage of completion is determined as a proportion of cost incurred to date to the total estimated contract cost. Profit on contracts is recognized on percentage of completion method and losses are accounted as soon as these are anticipated. However, profit is not recognized unless there is reasonable progress on the contract. In case the total cost of a contract based on technical and other estimates is expected to exceed the corresponding contract value such expected loss is provided for. The revenue on account of extra claims on construction contracts are accounted for at the time of acceptance in principle by the customers due to uncertainties attached.

Contract revenue earned in excess of billing has been reflected under other current assets and billing in excess of contract revenue has been reflected under current liabilities in the balance sheet.

Liquidated damages / penalties are provided for based on management's assessment of the estimated liability as per contractual terms and / or acceptances. Possible liquidated damages which can be levied by customers for delay in execution of project are accounted for as and when they are levied by the customer.

Sale of Reduction Emission Certificates (RECs)
Income from sale of RECs is recognised on sale of these certificates.

Income from liquidated damages, compensation for loss of revenue and interest on advances
Income from liquidated damages, compensation for loss of revenue and interest on advance is recognised after certainty of receipt of the same is established.

Dividend
Dividend income is recognised when the right to receive dividend is established by the reporting date.

Interest income
For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortised cost of a financial liability. When calculating the effective interest rate, the Group estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in finance income in the Statement of Profit and Loss.

Income from government grants
Refer note (h) for accounting policy.

f) Foreign currencies

The Consolidated Financial Statements are presented in Indian rupees (INR), which is also the functional currency and the currency of the primary economic environment in which the Group operate.

Transactions and balances
Transactions in foreign currencies are initially recorded by the Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss with the exception of the following:
- Exchange differences arising on monetary items that are designated as part of the hedge of the Group's net investment of a foreign operation. These are recognised in OCI until the net investment is disposed of, at which time, the cumulative amount is reclassified to profit or loss.
- Tax charges and credits attributable to exchange differences on those monetary items are also recorded in OCI.

g) Taxes

Current income tax
Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax liabilities are recognised for all taxable temporary differences.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised. The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where Group is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax
Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Group will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Group.

h) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be compiled with. When the grant related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission reduction certificates have been recognised as other income.

Generation based Incentive:
Generation based incentive is recognized on the basis of supply of units generated by the Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects".

Sale of Emission Reduction Certificates
Income from sale of Emission Reduction Certificates are recognised on actual sale due to uncertainty of market.

Subsidy (Viability Gap Funding)
The Group receives Viability Gap Funding (VGF) for setting up of certain solar power projects. The Group records the VGF proceeds on fulfilment of the underlying conditions as deferred government grant. Such deferred grant is recognized over the period of useful life of underlying asset.

i) Property, plant and equipment

Capital work-in-progress, plant and equipment is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent Costs
The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Special Purpose Interim Statement of Profit and Loss as and when incurred.

As permitted by Ind AS 101 First-time Adoption of Indian Accounting Standards, the Group has continued to apply paragraph 46A of AS 11. The Effects of changes in Foreign Exchange Rates under Indian GAAP.

Accordingly, the Group adjusts exchange differences arising on translation/settlement of long-term foreign currency monetary items recognised in the financial statements for the period ending immediately before the beginning of the first Ind AS financial reporting period pertaining to the acquisition of a depreciable asset to the cost of the asset and depreciates the same over the remaining life of the asset. In accordance with MCA circular dated August 09, 2012, exchange differences adjusted to the cost of fixed assets are total differences, arising on long-term foreign currency monetary items pertaining to the acquisition of a depreciable asset, for the period. In other words, the Group do not differentiate between exchange differences arising from foreign currency borrowings to the extent they are regarded as an adjustment to the interest cost and other exchange difference.

Gains or losses arising from de-recognition of PPE are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Special Purpose Interim Statement of Profit and Loss when the asset is derecognized.

Derecognition
An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised. The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if

j) Intangible assets

Intangible assets acquired separately are measured in initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.

The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with finite life are reviewed at least at the end of each reporting period.

k) Depreciation/amortization of PPE
Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	Years
Plant and equipment (solar rooftop projects)*	25 years or terms of power purchase agreement, whichever is less (15-25 years)
Plant and equipment (wind & solar power projects)*	18-25
Plant and equipment (others)	5-18
Office equipment	5
Furniture and fixture	10
Computers	3
Computer servers	6
Computer softwares	3-6
Leasehold improvements	Over the period of lease

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

l) Exceptional items
Exceptional items refer to items of income or expense within the income statement from ordinary activities which are non-recurring and are of such size, nature or incidence that their separate disclosure is considered necessary to explain the performance of the Group.

m) Borrowing costs
Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit or Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

n) Leases

As a leasee

Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight-line basis over the lease term.

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

o) Impairment of non-financial assets

The Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Group estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Group extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the Group estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit or Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

p) Share based payments

Company provides additional benefits to certain members of senior management and employees of the Company and a subsidiary in the form of share based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized, together with a corresponding increase in share-based payment reserve in equity, over the period in which the performance and/or service conditions are fulfilled in employee benefit expenses. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the numbers of equity instruments that will ultimately vest. The Statement of Profit and Loss expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee benefit expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other condition attached to an award, but without associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because of non-market performance and/or service conditions have not been met. Where awards include a market or non-market condition, the transaction are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service condition are satisfied.

Share based payment cost, to the extent pertaining to the employees of subsidiary, is reduced from employee benefit expenses of the Company and is considered as deemed investment in the form of capital contribution in the subsidiary.

q) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Group has no obligation, other than the contribution payable to the provident fund. The Group recognize contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Group operates a defined benefit plan in India, viz., gratuity. The cost of providing benefit under this plan is determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method.

Remeasurements comprising of actuarial gain and losses, the effect of the asset ceiling, excluding amount recognized in the net interest on the defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.
Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Group measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Group treats the accumulated leave expected to be carried forward beyond twelve months, as long term employee benefit for measurement purposes. Such long term compensated absences are determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method. Remeasurements comprising of actuarial gain and losses are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods. The Group presents the leave as current liability in the balance sheet, to the extent is does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Group has unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

Past service costs are recognised in statement of profit or loss on the earlier of:
- The date of the plan amendment or curtailment, and
- The date that the Group recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Group recognises the following changes in the net defined benefit obligation as an expense in the consolidated Statement of Profit and Loss:
- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

r) Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Group expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

s) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Group commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the statement of profit or loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the Group recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the P&L. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to P&L. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit or loss (FVTPL)
FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as 'accounting mismatch'). The Group has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the statement of profit or loss.

Equity investments
All other equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the Group may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Group makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Group decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

Derecognition
A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:
- The rights to receive cash flows from the asset have expired, or
- The respective Group has transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; And
- Either the Group has transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the companies under the Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Group continues to recognise the transferred asset to the extent of the continuing involvement of Group. In that case, the Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Group has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Group could be required to repay.

Impairment of financial assets
In accordance with Ind AS 109, the Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.

The Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the group determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Statement of Profit and Loss (P&L).

Financial liabilities

Initial recognition and measurement
Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The financial liabilities of the Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement
The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings
After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Compound Instruments- Compulsory Convertible Debentures (CCDs)
Compulsory Convertible Debentures (CCDs) are separated into liability and equity components based on the terms of the contract

Basis the terms of these compound financial instruments the distributions to holders of an equity instrument are being recognised by the entity directly in equity. Transaction costs of an equity transaction are being accounted for as a reduction from equity.

The Group recognises interest, dividends, losses and gains relating to such financial instrument or a component that is a financial liability as income or expense in profit or loss.

The present value of the liability part of the compulsory convertible debentures classified under financial liabilities and the equity component is calculated by subtracting the liability from the total proceeds of CCDs.

Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, cost of issue of debentures, listing fees) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.

Derecognition
A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Reclassification of financial assets and liabilities
The Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments
Financial assets and financial liabilities are offset and the net amount is reported in the Combined balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

t) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement
The Group uses derivative financial instruments, such as interest rate swaps and call options, to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:
- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Group's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Special Purpose Interim Statement of Profit and Loss.

The Group uses interest rate swaps and call options as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Special Purpose Interim Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.

If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

u) Inventories

Inventories are valued at the lower of cost and net realisable value. Cost includes cost of purchases. Cost is determind on weighted averages basis. Net realisable value is the estimated selling price in the ordinary course of business, less estimated selling costs.

v) Cash and cash-equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the Group's cash management.

w) Measurement of EBITDA

The Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

x) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date are adjusted to respective assets and liabilities.

The Group does not adjust the amounts recognised in its financial statements to reflect non-adjusting events after the reporting period.

The Group makes disclosures in the financial statement in cases of significant events.

y) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

z) Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Group by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Group by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issue data later date. Dilutive potential equity shares are determined independently for each period presented.

The number of equity shares and potentially dilutive equity shares are adjusted retrospectively for all periods presented for any share splits and bonus shares issues including for changes effected prior to the approval of the financial statements by the Board of Directors.

'The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share'

aa) Standards issued but not yet effective

In March 2018, the Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) Amendments Rules, 2018, notifying new accounting standard Ind AS 115, ‘Revenue from Contracts with Customers’ and certain amendments to existing standards. The new standard and amendments are applicable to the Group from 1 April 2018.

Ind AS 115 Revenue from Contracts with Customers

Revenue from contracts with Customers outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The standard replaces most current revenue recognition guidance. The core principle of the new standard is for companies to recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the consideration to which the company expects to be entitled in exchange for those goods or services. The new standard also will result in enhanced disclosures about revenue, provide guidance for transactions that were not previously addressed comprehensively including service revenues and contract modifications and improve guidance for multiple-element arrangements. The new Standard will come into effect for the annual reporting periods beginning on or after 1 April 2018.

The Group is evaluating the requirements of the new standard and the effect on the financial statements is being evaluated, thus impact is not known.

Ind AS 12 Recognition of Deferred Tax Assets for Unrealised Losses

The amendments clarify that an entity needs to consider whether tax law restricts the sources of taxable profits against which it may make deductions on the reversal of that deductible temporary difference. Furthermore, the amendments provide guidance on how an entity should determine future taxable profits and explain the circumstances in which taxable profit may include the recovery of some assets for more than their carrying amount.
Entities are required to apply the amendments retrospectively. However, on initial application of the amendments, the change in the opening equity of the earliest comparative period may be recognised in opening retained earnings (or in another component of equity, as appropriate), without allocating the change between opening retained earnings and other components of equity. Entities applying this relief must disclose that fact.
These amendments are effective for annual periods beginning on or after 1 April 2018. However, since the Group’s current practice is in line with the amendment, the Group does not expect any effect on its consolidated financial statements.

Ind AS 21 Foreign Currency Transactions and Advance Consideration

The Appendix clarifies that, in determining the spot exchange rate to use on initial recognition of the related asset, expense or income (or part of it) on the derecognition of a non-monetary asset or non-monetary liability relating to advance consideration, the date of the transaction is the date on which an entity initially recognises the non-monetary asset or non-monetary liability arising from the advance consideration. If there are multiple payments or receipts in advance, then the entity must determine the transaction date for each payment or receipt of advance consideration.
Entities may apply the Appendix requirements on a fully retrospective basis. Alternatively, an entity may apply these requirements prospectively to all assets, expenses and income in its scope that are initially recognised on or after:
(i) The beginning of the reporting period in which the entity first applies the Appendix, or
(ii) The beginning of a prior reporting period presented as comparative information in the financial statements of the reporting period in which the entity first applies the Appendix.
The Appendix is effective for annual periods beginning on or after 1 April 2018. The Group is evaluating the requirements of the new standard and the effect on the financial statements is being evaluated, thus impact is not known.

The Group has disclosed only those new standards or amendments that are expected to have an impact on its financial position, performance and disclosures.

5 Property, plant and equipment	Freehold Land #	Plant and equipment	Buildings	Leasehold improvements	Office equipment	Furniture & Fixtures	Computers	Total Property, plant and equipment	Capital work in progress
Cost									
At 1 April 2016	1,688.80	62,177.57	1.82	51.89	11.20	1.62	10.82	63,943.72	13,371.31
Additions during the year^	3,094.99	64,404.11	-	2.70	6.31	0.59	14.03	67,522.73	69,225.63
Acquisition of a subsidiary (refer note 52)	31.60	1,937.13	62.02	-	-	-	-	2,030.75	3,545.43
Capitalised during the year	-	-	-	-	-	-	-	-	(64,404.11)
Adjustments during the year*	-	(41.10)	-	-	-	-	-	(41.10)	(173.42)
Disposals during the year	-	(0.80)	-	-	(0.87)	-	(0.88)	(2.55)	(2,469.62)
At 31 March 2017	**4,815.39**	**128,476.91**	**63.84**	**54.59**	**16.64**	**2.21**	**23.97**	**133,453.55**	**19,095.22**
Additions during the year^	1,649.18	60,001.52	-	1.44	10.09	10.92	6.13	61,679.28	43,405.14
Acquisition of a subsidiary (refer note 52)	1,570.35	54,783.89	-	6.17	2.94	5.37	4.24	56,372.96	5,231.59
Adjustment*	51.22	(166.17)	-	(2.67)	-	-	-	(117.62)	(101.12)
Disposals**	(15.30)	(20.84)	-	(23.53)	(0.10)	-	(1.62)	(61.39)	(184.88)
Capitalised during the year	-	-	-	-	-	-	-	-	(60,001.52)
At 31 March 2018	**8,070.84**	**243,075.31**	**63.84**	**36.00**	**29.57**	**18.50**	**32.72**	**251,326.78**	**7,444.43**
Depreciation									
At 1 April 2016	-	2,065.53	0.55	3.81	2.38	0.23	3.02	2,075.52	-
Charge for the year (refer note 33)	-	3,779.46	7.78	6.10	3.70	0.20	5.53	3,802.76	-
Disposals during the year	-	-	-	-	(0.73)	-	(0.81)	(1.54)	-
At 31 March 2017	**-**	**5,844.99**	**8.33**	**9.91**	**5.35**	**0.43**	**7.74**	**5,876.75**	**-**
Charge for the year (refer note 33)	-	6,995.59	3.15	6.45	4.25	0.37	8.16	7,017.97	-
Disposals during the year	-	(0.33)	-	(7.78)	(0.03)	-	(1.85)	(9.99)	-
At 31 March 2018	**-**	**12,840.25**	**11.48**	**8.58**	**9.57**	**0.80**	**14.05**	**12,884.73**	**-**
Net book value									
At 31 March 2017	**4,815.39**	**122,631.92**	**55.51**	**44.68**	**11.29**	**1.78**	**16.23**	**127,576.80**	**19,095.22**
At 31 March 2018	**8,070.84**	**230,235.06**	**52.36**	**27.42**	**20.00**	**17.70**	**18.67**	**238,442.05**	**7,444.43**

#The title represented by sale deeds in respect of land amounting to INR 1,400.60 (31 March 2017 INR 515.13) is not yet in the name of the Group. Further, the title of land amounting to INR 1,344.09 (31 March 2017 INR 884.10) is held by way of General Power of Attorney (GPA) and the Group is in the process of getting title transferred in its name.

Mortgage and hypothecation on Property, plant & equipment:

Property, plant & equipment are subject to a pari passu first charge to respective lenders for senior secured bonds, project term loans, buyer's/supplier's credit, working capital loan, debentures and acceptances as disclosed in note 18 and note 22.

^ Capitalised borrowing costs
The amount of borrowing costs capitalised in Property, plant and equipment during the year was INR 504.58 (31 March 2017 INR 1076.23). The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

***Adjustment to Property, Plant & Equipments during the year are as follows**

Freehold Land
Adjustment of INR 51.22 (31 March 2017: Nil) during the year pertains to actualisation of provisional capitalization.

Plant and equipment
Adjustment of INR 45.00 (31 March 2017: INR 20.46) pertains to revision of agreement and discount received from vendor.
Adjustment of INR 121.17 (31 March 2017: INR 20.77) pertains to actualisation of provisional capitalization of supply of goods and services and early closure of letter of credits.

Capital work in progress
Capital work in progress amounting to INR 82.78 (31 March 2017: INR 46.16) has been written off to the extent of non-viability of recovery of cost in future.
Adjustment of INR 14.24 (31 March 2017: INR 131.41) during the year pertains to actualisation of provisional capitalization.

**** Disposals in Capital Work in Progress includes following**
During the year, persuant to downsizing of the contract with vendor for Mandsaur project, Group has sold back project specific wind power plant related equipment lying in CWIP for INR 181 to the vendor.

6 Intangible assets	**Computer software**	**Customer Contracts**	**Development rights**	**Total Intangibles**	**Goodwill**	**Intangible asset under development**
Cost						
At 1 April 2016	50.85	-	-	50.85	22.66	-
Additions during the year	22.69	-	-	22.69	-	-
Acquisition of a subsidiary (refer note 52)	-	1,099.22	36.00	1,135.22	270.06	
Capitalised during the year	-	-	-	-		-
At 31 March 2017	**73.54**	**1,099.22**	**36.00**	**1,208.76**	**292.72**	-
Additions during the year	40.59	-	-	40.59	10,660.15	7.67
Acquisition of a subsidiary (refer note 52)	0.65	24,097.90	-	24,098.55	-	1,416.00
Capitalised during the year	-	-	-	-	-	-
At 31 March 2018	**114.78**	**25,197.12**	**36.00**	**25,347.90**	**10,952.87**	**1,423.67**
Amortisation						
At 1 April 2016	9.00	-	-	9.00	-	-
Amortisation for the year (refer note 33)	11.54	13.43	0.01	24.98	-	-
At 31 March 2017	**20.54**	**13.43**	**0.01**	**33.98**	-	-
Amortisation for the year (refer note 33)	17.37	88.57	1.44	107.38	-	-
At 31 March 2018	**37.91**	**102.00**	**1.45**	**141.36**	-	-
Net book value						
At 31 March 2017	**53.00**	**1,085.79**	**35.99**	**1,174.78**	**292.72**	-
At 31 March 2018	**76.87**	**25,095.12**	**34.55**	**25,206.54**	**10,952.87**	**1,423.67**

Mortgage and hypothecation on Intangible assets:

Intangible assets are subject to a pari passu first charge to respective lenders for senior secured bonds, project term loans, buyer's/supplier's credit, working capital loan, debentures and acceptances as disclosed in note 18 and note 22.

Impairment of Goodwill:

The Company acquired Ostro Energy Private Limited and KCT Renewable Energy Private Limited in FY 2017-18. The exercise of measurement of identifiable assets acquired, liabilities assumed and resultant goodwill has been completed. However, given that the acquisition happened close to the reporting date and measurement of identifiable assets acquired, liabilities assumed and resultant goodwill got completed near the date of finalization of accounts, the allocation of the goodwill to a Cash Generating Unit (CGU) or to group of CGU's could not be completed. Therefore, the goodwill has been left unallocated as at the reporting date.

There are no indicators for the impairment of goodwill on overall level and accordingly, the disclosure required by Ind AS 36 paragraph 96 has not been given.

7 Investment in jointly controlled entities	**As at 31 March 2018**	**As at 31 March 2017**
Investment in unquoted equity shares of entities under joint control at equity method (Refer note 51)		
8,958,150 (31 March 2017: Nil) equity shares of INR10 each fully paid-up in Prathamesh Solarfarms Limited	492.00	-
2,285,850 (31 March 2017: Nil) equity shares of INR10 each fully paid-up Aalok Solarfarms Limited	88.78	-
4,571,700 (31 March 2017: Nil) equity shares of INR10 each fully paid-up in Heramba Renewables Limited	161.48	-
2,285,850 (31 March 2017: Nil) equity shares of INR10 each fully paid-up in Abha Solarfarms Limited	88.32	-
4,571,700 (31 March 2017: Nil) equity shares of INR10 each fully paid-up in Shreyas Solarfarms Limited	170.32	-
Total	**1,000.90**	**-**

8 Financial assets	**As at 31 March 2018**	**As at 31 March 2017**
Non current financial assets		
Investment in unquoted compulsorily convertible debentures of entities under joint control at fair value through Profit and Loss		
2,349,550 (31 March 2017: Nil) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Prathamesh Solarfarms Limited	234.96	-
679,875 (31 March 2017: Nil) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Abha Solarfarms Limited	67.99	-
1,359,750 (31 March 2017: Nil) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Heramba Renewables Limited	135.98	-
679,875 (31 March 2017: Nil) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Aalok Solarfarms Limited	67.99	-
1,359,570 (31 March 2017: Nil) 10.7% unsecured compulsorily convertible debentures of INR 100 each fully paid of Shreyas Solarfarms Limited	135.96	-
Total	**642.88**	**-**
Loans		
Security deposits	61.80	21.87
Total	**61.80**	**21.87**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 15)	2,532.89	30.73
Total	**2,532.89**	**30.73**
Current financial assets		
Financial assets at fair value through Profit and Loss		
Investments		
Quoted mutual funds:		
L&T Liquid Fund- Growth - 236,090 units (31 March 2017 : 621 units)	562.57	1.68
DHFL Pramerica Low Duration Fund - 209,009 units (31 March 2017 : 209,009 units)	4.96	4.50
Aditya Birla Sun Life Cash Plus - Growth Direct Plan - 10,839,072 units (31 March 2017 : Nil units)	3,027.51	-
HDFC Liquid fund - Direct Plan - Growth Option - 253,943 units (31 March 2017 : Nil units)	868.96	-
ICICI Prudential Liquid - Direct Plan - Growth Fund - 5,912,432 units (31 March 2017 : Nil units)	1,519.56	-
SBI Dynamic Bond Fund - Regular Plan - Growth - 3,140,283 units (31 March 2017 : Nil units)	87.71	-
Tata Money market fund - Growth - Direct plan - 81,736 units (31 March 2017: Nil units)	223.82	-
Reliance liquid fund - Growth - Treasury plan - 92,941 units (31 March 2017: Nil units)	394.07	-
Reliance money manager fund - Growth - Direct plan - 23,896 units (31 March 2017: Nil units)	58.27	-
Birla Sun life Cash Manager fund - Growth - Direct plan - 378,315 units (31 March 2017: Nil units)	108.24	-
Franklin India treasury fund - Growth - Direct plan - 115,600 units (31 March 2017: Nil units)	300.27	-
UTI money market fund - Growth - Direct plan - 154,101 units (31 March 2017: Nil units)	300.46	-
Axis treasury advantage fund - Growth - Direct plan - 9,185 units (31 March 2017: Nil units)	18.06	-
Axis liquid fund - Growth - Direct plan - 134,996 units (31 March 2017: Nil units)	371.41	-
Kotak floater short term fund - Growth - Direct plan - 81,716 units (31 March 2017: Nil units;)	233.05	-
SBI Magnum insta cash fund - Growth - Direct plan - 78,193 units (31 March 2017: Nil units)	300.51	-
LIC Liquid Fund - Growth - Direct plan - 84,025 units (31 March 2017: Nil units)	264.81	-
IDFC Ultra Short Term Fund - Growth - Direct Plan - 4,278,820 units (31 March 2017: Nil units)	106.10	-
IDFC Cash Fund - Growth - Direct Plan - 135,451 units (31 March 2017: Nil units)	285.83	-
DSP Blackrock Liquidity fund - Direct Plan Growth - 93,354 units (31 March 2017: Nil units)	232.01	-
Total	**9,268.18**	**6.18**
Aggregate book value of quoted investments	9,268.18	6.18
Aggregate market value of quoted investments	9,268.18	6.18
Loans		
Security Deposits	34.28	0.12
Total	**34.28**	**0.12**

Others		
Advances recoverable in cash	585.51	-
Unbilled revenue	2,950.05	1,883.23
Government grant receivable		
- viability gap funding	311.92	-
- Generation based incentive receivable*	628.36	546.51
Insurance claim receivable	-	7.24
Interest accrued on fixed deposits	248.29	104.96
Others	30.96	-
Total	**4,755.09**	**2,541.94**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the Company. The carrying value may be affected by changes in the credit risk of the counterparties.

Investments at fair value through profit & loss reflects investment in quoted mutual funds. Refer note 42 for determination of fair value.

9A Deferred tax

Deferred tax assets (net)		**As at 31 March 2018**	**As at 31 March 2017**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Re-measurement losses on defined benefit plans		2.89	1.99
Loss on mark to market of derivative instruments		60.78	399.25
	(a)	**63.67**	**401.24**
Deferred tax liabilities (gross)			
Loss on mark to market of derivative instruments		13.85	-
	(b)	**13.85**	-
	(c) = (a)-(b)	**49.82**	**401.24**
Deferred tax related to items recognised in equity:			
Deferred tax assets (gross)			
Compound Financial Instruments		131.45	131.45
	(d)	**131.45**	**131.45**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		8,077.73	545.73
Unamortized ancillary borrowing cost		138.44	7.34
Change in fair value of investments		13.60	-
	(e)	**8,229.77**	**553.07**
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		8,394.92	906.59
Unused tax credit (MAT)		805.49	376.62
Compound Financial Instruments		26.28	15.24
Operation and maintenance equalisation		314.23	43.47
Lease Equalisation Reserve		11.01	-
Provision for Gratuity		8.82	-
Provision for Leave Encashment		10.35	-
Others		0.55	20.67
	(f)	9,571.65	**1,362.59**
	(g) = (f)-(e)	**1,341.88**	**809.52**
Deferred tax assets (net)	**(c)+(d)+(g)**	**1,523.16**	**1,342.21**

9B Deferred tax liabilities (net)

Deferred tax relates to the following:			
Deferred tax related to items recognised in OCI:			
Deferred tax liabilities (gross)			
Loss on mark to market of derivative instruments		6.94	-
	(h)	**6.94**	-
Deferred tax assets (gross)			
Loss on mark to market of derivative instruments		52.88	64.36
	(i)	**52.88**	**64.36**
	(j) = (h)-(i)	**(45.93)**	**(64.36)**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		10,996.72	732.72
Unamortised ancillary borrowing cost		66.81	3.49
Change in fair value of investments		175.52	20.13
	(k)	**11,239.05**	**756.34**
Deferred tax assets (gross)			
Operation and maintenance		106.44	12.01
Unused tax credit (MAT)		437.89	266.00
Preliminary expenses not written off under tax laws		1.08	-
Losses available for offsetting against future taxable income		4,739.19	31.18
Others		0.75	23.28
	(l)	5,285.35	**332.47**
	(m) = (k) - (l)	**5,953.70**	**423.87**
Deferred tax liabilities (net)	**(j) + (m)**	**5,907.76**	**359.51**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	31 March 2018	31 March 2017
Accounting profit before income tax	**840.71**	**1,017.67**
At India's applicable statutory income tax rate i.e. Minimum Alternate Tax (18.50%)/ Income Tax (30%) plus applicable Surcharge rate (7% to 12 %) and Cess (3%)	533.34	444.32
Deferred tax expense reported in the statement of profit and loss*	(162.79)	67.73
Income Chargeable to Tax:		
Increase/(Decrease) in book profit on account of one-fifth of the transition amount adjusted in other equity and OCI items permanently recorded in reserves	(57.58)	(5.05)
Disallowance u/s 94B	196.13	-
Interest income on fixed deposit with banks	-	2.87
Income not chargeable to tax:		
Deduction u/s 80IA	(6.28)	-
Others	(2.34)	(0.88)
Non-deductible expenses for tax purposes:		
Depreciation and amortization expense (net)	(82.51)	0.03
Operating and maintenance expenses equalized	14.83	-
Interest on compound financial instrument	(6.84)	-
Acquisition related Cost	74.30	-
Other non deductible expenses	(1.57)	7.29
Deductible expenses for tax purposes:		
Brought forward losses / unabsorbed depreciation	(101.77)	(8.00)
At the effective income tax rate	**396.92**	**508.31**
Current tax expense reported in the statement of profit and loss	559.71	440.58
Deferred tax expense reported in the statement of profit and loss	(162.79)	67.73
	396.92	**508.31**
*** Where deferred tax expense relates to the following :**		
Losses available for offsetting against future taxable Income	(11,021.67)	(139.03)
Operation and maintenance	(208.10)	(1.91)
Unused tax credit (MAT)	(391.36)	(638.11)
Difference in WDV as per books of accounts and tax laws	11,406.80	834.88
Compound Financial Instruments	(11.29)	(11.65)
Amortisation of ancilliary borrowing cost	64.33	-
Lease Equalisation Reserve	(11.01)	-
Others	9.51	23.55
	(162.79)	**67.73**

Reconciliation of deferred tax assets (net):

	31 March 2018	31 March 2017
Opening balance of DTA/DTL (net)	**983.09**	**579.50**
Deferred tax income/(expense) during the year recognised in profit or loss	162.79	(67.73)
Deferred tax on initial recognition of compound financial instruments (netted through equity)	-	115.53
Deferred tax income/(expense) during the year due to business combination	(5,159.32)	(53.60)
Deferred tax income/(expense) during the year recognised in OCI	(371.16)	409.39
Closing balance of DTA/DTL (net)	**(4,384.60)**	**983.09**

The Group has unabsorbed depreciation which arose in India of INR 59,936.25 (31 March 2017: INR 10,707.00). The unabsorbed depreciation will be available for offsetting against future taxable profits of the Group.

Out of this, the tax losses that are available for offsetting for eight years against future taxable profits of the companies in which the losses arose are 5,921.69 (31 March 2017: 566.00). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 54,014.56 (31 March 2017: INR 10,141.00).

The Group has recognised deferred tax asset of INR 13,095.88 (31 March 2017: INR 938.07) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry period of MAT credit is 15 years from the date of entitlement and deferred tax has been recognised on MAT credit which are expected to be utilised before the expiry period

10 **Prepayments**	As at 31 March 2018	As at 31 March 2017
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	1,720.31	769.59
Total	**1,720.31**	**769.59**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	492.34	210.29
	492.34	**210.29**

11 Other assets	**As at 31 March 2018**	**As at 31 March 2017**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	5,285.40	8,351.97
Advances recoverable	166.96	252.37
Advance income tax (net of income tax provisions)	1,499.49	769.53
Security deposits	28.58	34.41
Deferred rent	24.96	8.19
VAT recoverable	69.92	154.25
Balances with Government authorities	10.21	-
Total	**7,085.52**	**9,570.72**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable in cash or kind	1,621.83	2,084.82
Deferred rent	6.78	1.87
Balances with Government authorities	337.94	44.03
Others	49.09	0.40
Total	**2,015.64**	**2,131.12**

12 Inventories (At lower of cost and net realizable value)	**As at 31 March 2018**	**As at 31 March 2017**
Consumables & Spares	153.43	13.64
Total	**153.43**	**13.64**

13 Derivative instruments	**As at 31 March 2018**	**As at 31 March 2017**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	74.82	-
Total	**74.82**	**-**

14 Trade receivables	**As at 31 March 2018**	**As at 31 March 2017**
Unsecured, considered good unless stated otherwise	6,700.97	4,840.72
Doubtful	5.53	-
	6,706.50	**4,840.72**
Less: Provision for doubtful debts	(5.53)	-
Total	**6,700.97**	**4,840.72**

No trade or other receivables are due from directors or other officers of the Company either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days

15 Cash and cash equivalents	**As at 31 March 2018**	**As at 31 March 2017**
Cash and cash equivalents		
Cash and cheque on hand	0.16	0.02
Cheque on hand	-	0.20
Balance with bank		
- On current accounts	5,199.76	8,169.97
- Deposits with original maturity of less than 3 months #	8,713.98	18,968.81
	13,913.90	**27,139.00**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	10,322.33	4,507.46
- Remaining maturity for more than twelve months #	2,532.89	30.73
	12,855.22	**4,538.19**
Less: amount disclosed under financial assets (others) (Note 8)	(2,532.89)	(30.73)
Total	**10,322.33**	**4,507.46**

Fixed deposits of INR 6,202.56 (31 March 2017: INR 1,192.95) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and fixed deposit of INR 192.83 (31 March 2017: INR 3,032.00) has been given to banks as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 days to 5,390 days and carry an interest rate of 3.50% - 13.24% which is receivable on maturity.

16 Share capital

Authorised share capital	Number of shares	Amount
Equity shares of INR 10 each		
At 1 April 2016	300,000,000	3,000.00
Increase during the year	70,000,000	700.00
At 31 March 2017	370,000,000	3,700.00
Increase during the year	30,000,000	300.00
At 31 March 2018	**400,000,000**	**4,000.00**

	Issued share capital	Number of shares	Amount
16A	**Equity shares of INR 10 each issued, subscribed and paid up**		
	At 1 April 2016	263,738,098	2,608.45
	Shares issued during the year*	74,623,574	775.17
	At 31 March 2017	338,361,672	3,383.62
	Shares issued during the year	38,796,184	387.96
	At 31 March 2018	**377,157,856**	**3,771.58**

* includes INR 28.63 million for equity shares issued during FY 2016-17, against full & final call of INR 7.5 per share.

	Fully paid up shares		Partly paid up shares	
	Number of shares	Amount	Number of shares	Amount
As at 1 April 2016	259,921,304	2,599.21	3,816,794	9.54
As at 31 March 2017	338,361,672	3,383.62	-	-
As at 31 March 2018	377,157,856	3,771.58	-	-

Terms/rights attached to equity shares

The Company have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the Company will declare and pay dividends in Indian rupees.

In the event of liquidation of a Company, the holders of equity shares of such Company will be entitled to receive remaining assets of the respective Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective Company.

16B	**Equity component of compulsory convertible debentures (CCD)**	Number of debentures	Total proceeds	Liability component (refer note 18)	Equity component*
	At 1 April 2016	**20,367,757**	**825.81**	**128.57**	**147.12**
	Debentures issued during the year	7,749,530	813.40	415.48	511.16
	Debentures converter into equity shares	(14,712,000)	(147.12)	-	(147.12)
	Accretion during the year	-	-	42.66	-
	Attributable to Non controlling interests	-	-	-	(511.16)
	At 31 March 2017	**13,405,287**	**1,492.09**	**586.71**	**-**
	Accretion during the year	-	-	69.25	-
	Payment during the year	-	-	(18.34)	-
	At 31 March 2018	**13,405,287**	**1,492.09**	**637.62**	**-**

* Adjusted for deferred tax at inception.

Terms of conversion of CCDs

ReNew Power Limited

Compulsory Convertible Debentures (CCD) are redeemable by compulsory conversion into equity shares based on the service condition which is dependent on the number of months for which the debenture holder is in service at the Company from September 22, 2011 on a pro-rata basis upto maximum of 60 months. Further the conversion is also dependent on performance condition which is based on the enterprise value of the capital contributed. The conversion would happen at earliest of the following three events:

- the end of ten years from the date of issue, viz., September 23, 2011,
- filing of prospectus by the Company with the Registerar of Companies or
- on the decision of the Holding Company 'GS Wyvern Holding Ltd.'.

These CCD carry a non - cumulative interest coupon rate of 0.001% per annum on its face value. These CCD's do not have any voting right and are not entitled to any dividend on the underlying shares as long as they are not converted into equity shares. These CCD have been converted into 8,853,353 shares during financial year end 31 March 2017. Closing balance as on 31 March 2018 is INR Nil (31 March 2017 : INR 147.02).

ReNew Solar Energy (Karnataka) Private Limited

CCDs are compulsorily convertible into equity shares at the end of twenty years from the date of issue, viz., July 03, 2035 in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein.

CCD carry an interest coupon rate of 11% per annum with moratorium of 18 months from the date of issue. CCDs do not carry any voting rights. Closing balance as on 31 March 2018 is INR 178.70 (31 March 2017: INR 178.70)

ReNew Akshay Urja Private Limited

CCDs are compulsorily convertible into equity shares at the end of twenty years from the date of issue, viz., June 17, 2035 or in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein.

CCD carry an interest coupon rate of 0.01% per annum with moratorium of 18 months from the date of issue. CCDs do not carry any voting rights. Closing balance as on 31 March 2018 is INR 499.99 (31 March 2017: INR 499.99)

ReNew Solar Energy (Telangana) Private Limited

CCDs are compulsorily convertible into equity shares at the end of twenty years from the date of issue, viz., August 22, 2036 in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein.
CCD carry an interest coupon rate of 8% per annum with moratorium of 18 months from the date of issue. CCDs do not carry any voting rights. Closing balance as on 31 March 2018 is INR 619.88 (31 March 2017: INR 619.88)

ReNew Mega Solar Private Limited

CCDs are compulsorily convertible into equity shares at the end of twenty years from the date of issue, in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein.
CCD carry an interest coupon rate of 8% per annum with moratorium of 18 months from the date of issue. CCDs do not carry any voting rights. Closing balance as on 31 March 2018 is INR 193.52 (31 March 2017: INR 193.52)

16C Shares held by the holding company and/or their subsidiaries/associates

	31 March 2018		31 March 2017	
	Number of shares	**Amount**	**Number of shares**	**Amount**
GS Wyvern Holding Ltd, the holding company (upto 22 March 2018)	-	-	184,709,600	1,847.10

No shares are held by any subsidiary or associate of the holding company.

16D Details of shareholders holding more than 5% shares in the Company

	31 March 2018		31 March 2017	
	Number	**% Holding**	**Number**	**% Holding**
GS Wyvern Holding Ltd	184,709,600	48.97%	184,709,600	54.59%
Canada Pension Plan Investment Board	61,608,099	16.33%	-	-
Green Rock B 2014 Limited (formerly known as Green Rock A 2014 Limited)	60,487,804	16.04%	60,487,804	17.88%
JERA Power RN B.V.	34,411,682	9.12%	34,411,682	10.17%
Asian Development Bank	-	-	22,837,015	6.75%

As per the records of the Company, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

16E No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

17 Other equity

17.1 Share application money pending allotment

At 1 April 2016	-
Share application money received during the year	18,817.34
Equity shares issued during the year	(18,815.14)
	2.20
Less: amount disclosed under 'other current financial liabilities' (refer note 25)	(2.20)
At 31 March 2017	-
Share application money received during the year	16,092.51
Equity shares issued during the year	(16,092.51)
At 31 March 2018	-

17.2 Share premium

At 1 April 2016	**31,243.67**
Premium on issue of equity shares during the year	18,187.73
Amount transferred from share based payment reserve on conversion	1,309.04
Amount utilized against for issue of equity shares	(29.38)
At 31 March 2017	**50,711.06**
Premium on issue of equity shares during the year	15,704.55
Amount transferred from share based payment reserve on conversion	1.23
Amount utilized against for issue of equity shares	(40.59)
At 31 March 2018	**66,376.25**

17.3 Capital reserve

At 1 April 2016	-
Additions during the year	113.98
At 31 March 2017	**113.98**
Additions during the year	-
At 31 March 2018	**113.98**

17.4 Debenture redemption reserve

At 1 April 2016	**370.32**
Amount transferred from surplus balance in retained earnings	695.02
At 31 March 2017	**1,065.34**
Amount transferred from surplus balance in retained earnings*	1,356.87
At 31 March 2018	**2,422.21**

*Due to insufficient profit during the current year, DRR has been created only to the extent of current year's available profit. Resultantly, there is a overall shortfall as at 31 March 2018 INR 240.51 and 31 March 2017 INR 60.00.

17.5	**Hedging Reserve**	
	At 1 April 2016	**(130.86)**
	Losses arising during the year on CCIRS	(902.85)
	Attributable to Non-controlling interests	55.53
	At 31 March 2017	**(978.18)**
	Gain arising during the year on CCIRS	772.90
	Attributable to Non-controlling interests	(65.55)
	At 31 March 2018	**(270.83)**

17.6	**Share based payment reserve**	
	At 1 April 2016	**1,397.24**
	Expense for the year	447.93
	Amount utilised on exercise of stock options	(1,309.04)
	At 31 March 2017	**536.13**
	Expense for the year	491.87
	Amount utilised on exercise of stock options	(1.23)
	At 31 March 2018	**1,026.77**

17.7	**Retained earnings**	
	At 1 April 2016	**(747.61)**
	Profit for the year	338.24
	Re-measurement losses on defined benefit plans (net of tax)	(3.34)
	Adjustments for acquisition of interest by NCI in subsidiaries	(8.90)
	Appropriation for debenture redemption reserve	(695.02)
	At 31 March 2017	**(1,116.63)**
	Profit for the year	300.43
	Re-measurement losses on defined benefit plans (net of tax)	(0.51)
	Adjustments for acquisition of interest by NCI in subsidiaries	(0.45)
	Appropriation for debenture redemption reserve	(1,356.87)
	At 31 March 2018	**(2,174.03)**

18 Long-term borrowings	**Nominal interest rate %**	**Maturity**	**Non-current**		**Current**	
			31 March 2018	**31 March 2017**	**31 March 2018**	**31 March 2017**
Debentures						
- Non Convertible Debentures (secured)	8.55% - 13.01%	September 2034	62,126.67	20,797.04	1,058.94	152.74
- Compulsory Convertible Debentures (unsecured)	0.01% - 11.53%	September 2036	637.62	587.01	-	-
Term loan from bank (secured)	8.35% - 11.70%	September 2037	44,360.99	15,680.88	1,152.95	412.13
Term loan from financial institutions (secured)	8.87% - 12.75%	January 2040	61,944.46	18,537.39	2,075.68	1,179.81
Buyer's / Supplier's credit (secured)	2.02% -7.85%	December 2019	8,451.53	15,692.50	5,509.19	-
Bonds (Secured)	10.63%	February 2022	31,765.60	31,151.05	-	-
Total long-term borrowings			**209,286.87**	**102,445.87**	**9,796.76**	**1,744.68**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 25)			-	-	(9,796.76)	(1,744.68)
Net long-term borrowings			**209,286.87**	**102,445.87**	-	-

Notes:

Details of Security

Non convertible debentures (secured)

The debentures are secured by way of first pari passu charge on the Company's immovable properties, movable assets, current assets, cash accruals including but not limited to current assets, receivables, book debts, cash and bank balances, loans and advances etc. present and future.

Bonds (secured)

Senior Secured Bonds are secured by way of exclusive mortgage over immovable properties and exclusive charge by way of hypothecation of tangible and intangible movable assets. Further secured by way of hypothecation over rights and benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the company. Secondary Charge over the account receivables ,book debts and cash flows.

Term loan in Indian rupees from banks (secured)

Secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the company.

Term loan in Indian rupees from financial institutions (secured)

Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective company.

Buyer's/ Supplier's credit (secured)

Secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the Company. Creation of charge by way of mortgage and assignment is under process.

Compulsorily convertible debentures (unsecured)

Compulsory Convertible Debentures (CCD) are compulsorily convertible into equity shares in accordance with the terms of the Joint Venture Agreement at conversion ratio defined therein. CCD do not carry any voting rights.

19 Deferred government grant	**As at 31 March 2018**	**As at 31 March 2017**
Received	311.02	12.11
Released to the statement of profit and loss	(11.53)	(0.32)
Total	**299.49**	**11.79**
Current	12.46	0.09
Non-current	287.03	11.70

20 Long-Term Provisions	**As at 31 March 2018**	**As at 31 March 2017**
Provision for gratuity (net of planned assets) (refer note 36)	46.54	24.68
Total	**46.54**	**24.68**

21 Other non-current liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Operation and maintenance equalisation reserve	2,268.58	967.88
Others	5.11	-
Total	**2,273.69**	**967.88**

22 Short term borrowings	**As at 31 March 2018**	**As at 31 March 2017**
Working capital term loan (secured)	2,980.00	-
Acceptances (secured)	7,294.30	13,134.95
Commercial papers (unsecured)	5,164.96	-
Loan from body corporate (unsecured)	82.98	97.42
Buyer's / Supplier's credit (secured)	3,842.95	3,343.46
Total	**19,365.19**	**16,575.83**

Working capital term loan (secured)
The term loan from bank carries interest @ 9.00% to 9.70% p.a. The same is repayable with a bullet payment at the end of the tenure i.e. 180 days. It is secured by first charge by way of hypothecation entire movable properties of the borrower, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, intangible assets, goodwill, uncalled up capital except project assets.

Acceptances (secured)
Acceptances are secured by parri passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.
Discount rate of acceptances ranges from 7.30% to 8.85%.

Buyer's/Supplier's credit (secured)

Secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the Company. Creation of charge by way of mortgage and assignment is under process.

Commercial papers (unsecured)
Secured Commercial papers are issued at a discount rate on commercial paper of 7.45% - 8.11% per annum.

Loan from body corporates (unsecured)
Unsecured loan from body corporate of INR 82.98 (31 March 2017 : INR 97.42), no interest is payable on the loan and shall be repaid as per the terms of respective share purchase agreements.

23 Trade payables	**As at 31 March 2018**	**As at 31 March 2017**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 47)	-	-
Others	2,734.82	2,396.20
Total	**2,734.82**	**2,396.20**

24 Derivative instruments	**As at 31 March 2018**	**As at 31 March 2017**
Financial liabilities at fair value through OCI (current)		
Cash flow hedges		
Derivative instruments	931.43	2,243.60
Total	**931.43**	**2,243.60**

25 Other current financial liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 18)	9,796.76	1,744.68
Others		
Interest accrued but not due on borrowings	1,080.39	910.00
Interest accrued and due on borrowings	-	15.85
Interest accrued but not due on debentures	439.97	217.97
Capital creditors	15,615.87	15,226.55
Purchase consideration payable	1,877.09	162.38
Share application money received and due for refund (refer note 17.1)	-	2.20
Total	**28,810.08**	**18,279.63**

26 Other current liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Advance from customers	0.61	0.73
Operation and maintenance equalisation reserve	170.84	92.54
Other payables		
TDS payable	824.59	764.88
Service tax payable	-	116.37
WCT payable	0.32	22.33
VAT payable	-	35.40
GST payable	215.26	-
Labour welfare fund payable	0.05	0.00
Provident fund payable	8.90	7.00
Total	**1,220.57**	**1,039.25**

27 Short term provisions	**As at 31 March 2018**	**As at 31 March 2017**
Provision for gratuity (net of planned assets) (refer note 36)	6.58	0.89
Provision for leave encashment	59.52	28.69
Provision for income tax (net of advance income tax)	145.23	49.65
Total	**211.33**	**79.23**

28 Revenue from operations

	For the year ended 31 March 2018	For the year ended 31 March 2017
Income from operation		
Sale of power	23,907.71	12,997.13
Sale from engineering, procurement and construction service	553.61	3.70
Income from sale of renewable energy certificates	155.61	72.13
Total	**24,616.93**	**13,072.96**

29 Other income

	For the year ended 31 March 2018	For the year ended 31 March 2017
Interest income		
- on fixed deposit with banks	1,018.74	919.01
- income tax refund	10.17	-
- others	123.38	108.30
Government grant		
- generation based incentive	1,270.87	782.72
- viability gap funding	24.85	-
Compensation for loss of revenue (refer note 49)	337.74	407.01
Profit on sale of investments	-	9.64
Insurance claim	30.82	145.16
Foreign exchange gain (net)	-	42.66
Gain on ineffectiveness on derivative instruments designated as cash flow hedge	-	9.95
Profit on sale of mutual fund	278.21	-
Early commissioning incentive	20.34	-
Miscellaneous income	62.65	9.88
Total	**3,177.77**	**2,434.33**

30 Cost of raw material and components consumed

	For the year ended 31 March 2018	For the year ended 31 March 2017
Cost of raw material and components consumed	522.15	3.94
Total	**522.15**	**3.94**

31 Employee benefits expense

	For the year ended 31 March 2018	For the year ended 31 March 2017
Salaries, wages and bonus	454.98	299.04
Contribution to provident and other funds	24.28	15.42
Share based payments (refer note 38)	271.60	184.82
Gratuity expense (refer note 36)	10.16	0.77
Staff Welfare Expenses	34.78	12.41
Total	**795.80**	**512.46**

32 Other expenses

	For the year ended 31 March 2018	For the year ended 31 March 2017
Legal and professional fees	703.15	372.81
Corporate social responsibility (refer note 48)	48.85	22.74
Travelling and conveyance	166.79	81.97
Rent	95.40	28.04
Director's commission	9.85	3.21
Printing and stationery	2.20	0.99
Rates and taxes	207.99	67.92
Payment to auditors *	30.71	43.93
Insurance	119.23	78.56
Operation and maintenance	1,599.74	967.74
Repair and maintenance		
- others	16.51	13.82
Loss on sale of property plant & equipment (net)	14.07	1.67
Advertising and sales promotion	47.08	8.25
Capital work in progress written off	39.22	67.72
Security charges	123.18	42.85
Communication costs	26.74	7.24
Bidding Expenses	33.97	8.40
Foreign exchange loss (net)	13.63	-
Loss on ineffective portion on hedges (net)	29.30	-
Provision for doubtful debts	5.53	-
Miscellaneous expenses	77.05	69.14
Total	**3,410.19**	**1,887.00**

***Payment to Auditors**	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
As auditor:		
Audit fee	22.97	17.07
In other capacity:		
Certification fees	1.89	1.40
Other services	32.08	21.96
Reimbursement of expenses	4.82	3.50
	61.76	43.93
Less: IPO expenses transferred to other current assets	(31.05)	-
	30.71	**43.93**

33 Depreciation and amortization expense	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Depreciation of property, plant & equipment (refer note 5)	7,017.97	3,802.76
Amortisation of intangible assets (refer note 6)	107.38	25.05
Total	**7,125.35**	**3,827.81**

34 Finance costs	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Interest expense on		
- term loans	5,022.56	4,045.80
- bonds	4,220.65	481.25
- acceptance	467.26	652.69
- buyer's/supplier's credit	1,019.20	448.01
- on working capital demand loan	48.89	121.70
- debentures	3,531.31	1,862.27
- liability component of compulsorily convertible debentures	60.26	22.27
- commercial papers	42.86	-
- others	4.65	5.87
Amortization of Option premium	-	15.68
Bank charges	401.75	173.61
Unamortised ancillary borrowing cost written off*	281.11	429.26
Total	**15,100.50**	**8,258.41**

* Represents carried forward unamortised cost pertaining to existing loan charged to statement of profit & loss on account of refinancing.

35 Earnings per share (EPS)	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
The following reflects the profit and share data used for the basic and diluted EPS computations:		
Profit attributable to equity holders for basic earnings	300.43	338.24
	300.43	338.24
Net profit for calculation of basic EPS	300.43	338.24
Weighted average number of equity shares for calculating basic EPS	339,327,176	281,984,176
Basic earnings per share	0.89	1.20
Net profit for calculation of diluted EPS	300.43	338.24
Weighted average number of equity shares for calculating diluted EPS	346,071,290	300,493,604
Diluted earnings per share	0.87	1.13

	No. of shares	**No. of shares**
Weighted average number of equity shares in calculating basic EPS	339,327,176	281,984,176
Effect of dilution		
Convertible equity for compulsory convertible debentures (CCD)	-	7,806,127
Convertible equity for employee stock option plan	6,744,114	10,703,301
Weighted average number of equity shares in calculating diluted EPS	346,071,290	300,493,604

36 Gratuity and other post-employment benefit plans

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Group has no obligation, other than the contribution payable to the provident fund.

The Group has a defined benefit gratuity plan. Gratuity is computed as 15 days salary, for every completed year of service or part thereof in excess of 6 months and is payable on retirement/termination/resignation. The benefit vests on the employees after completion of 5 years of service. The Gratuity liability has not been externally funded. Group makes provision of such gratuity liability in the books of accounts on the basis of actuarial valuation as per the projected unit credit method.

The following tables summarize the components of net benefit expense recognized in the statement of profit and loss and the unfunded status and amounts recognized in the balance sheet for the Gratuity.

Statement of profit and loss

Net employees benefit expense recognised in employee cost	**31 March 2018**	**31 March 2017**
Current service cost	21.25	6.30
Interest cost on benefit obligation	1.86	1.49
Net benefit expense*	**23.11**	**7.79**

Balance Sheet

Benefit liability	**31 March 2018**	**31 March 2017**
Present value of unfunded obligation	53.12	25.57
Net liability	53.12	25.57

	31 March 2018	**31 March 2017**
Changes in the present value of the defined benefit obligation		
Opening defined benefit obligation	25.57	12.80
Current service cost	21.25	6.30
Interest cost	1.86	0.98
Benefits paid	(0.68)	-
Remeasurements during the year due to:		
- Experience adjustments	2.22	4.09
- Change in financial assumptions	(2.11)	1.40
Liabilities net of planned assets assumed under business combination	5.01	-
Closing defined benefit obligation	53.12	25.57

Since the entire amount of plan obligation is unfunded therefore changes in fair value of plan assets, categories of plan assets as a percentage of the fair value of total plan assets and Group’s expected contribution to the plan assets for the next year is not given.

* This amount is inclusive of amount capitalised in different projects.

The principal assumptions used in determining gratuity obligations	**31 March 2018**	**31 March 2017**
Discount rate	7.75%	7.40%
Salary Escalation	10.00%	10.00%

The estimates of future salary increases considered in actuarial valuation take account of inflation, total amount of inflation, seniority, promotion and other relevant factors, such as supply and demand in the employment market.

The Group regularly assesses these assumptions with the projected long-term plans and prevalent industry standards. The impact of sensitivity due to changes in the significant actuarial assumptions on the defined benefit obligations is given in the table below:

Particulars	**Change in assumptions**	**31 March 2018**	**31 March 2017**
Discount rate	+ 0.5%	45.24	24.06
	- 0.5%	51.18	27.23
Salary escalation	+ 0.5%	50.34	26.64
	- 0.5%	45.90	24.52

The sensitivity analysis above has been determined based on a method that extrapolates the impact on defined benefit obligation as a result of reasonable changes in key assumptions occurring at the end of the reporting period.

Gratuity amounts for current year and previous years	**31 March 2018**	**31 March 2017**	**31 March 2016**	**31 March 2015**	**31 March 2014**
Defined benefit obligation	(53.12)	25.57	12.80	6.95	3.59
Surplus/(Deficit)	53.12	(25.57)	(12.80)	(6.95)	(3.59)
Experience adjustment on plan (gain)/loss	3.22	(4.00)	(0.33)	(0.66)	0.53

Projected plan cash flow:

The table below shows the expected cash flow profile of the benefits to be paid to the current membership of the plan based on past service of the employees as at the valuation date:

Maturity Profile	**31 March 2018**	**31 March 2017**
Within next 12 months	1.61	0.89
Between 2 and 5 years	14.21	6.51
Between 5 and 10 years	33.98	8.49
Beyond 10 years	127.59	63.81

The weighted average duration to the payment of these cash flows is 10.90 years (31 March 2017: 12.39 years).

Risk analysis
The Group is exposed to a number of risks in the defined benefit plans. Most significant risks pertaining to defined benefits plans and management estimation of the impact of these risks are as follows:

· Inflation risk: Currently the Group has not funded the defined benefit plans. Therefore, the Group will have to bear the entire increase in liability on account of inflation.

· Longevity risk/life expectancy: The present value of the defined benefit plan liability is calculated by reference to the best estimate of the mortality of plan participants both during and at the end of the employment. An increase in the life expectancy of the plan participants will increase the plan liability.

· Salary growth risk: The present value of the defined benefit plan liability is calculated by reference to the future salaries of plan participants. An increase in the salary of the plan participants will increase the plan liability.

Defined contribution plan:	**31 March 2018**	**31 March 2017**
Contribution to provident fund & other fund charged to statement of profit & loss*	52.14	36.87

*This amount is inclusive of amount capitalized in different projects.

37 Operating lease commitments

The Group has entered into commercial property lease for its offices. The lease have non-cancellable commitment period which has remaining term of 5 years. The Company has the option, under some of its leases, to lease the assets for additional terms of upto three years.

Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows

Particulars	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Within one year	110.02	44.68
After one year but not more than five years	441.48	29.56

38 Share Based Payment

The Group has four share-based payment schemes for its employees:
2017 Stock Option Plan, 2016 Stock Option Plan, 2014 Stock Option Plan and 2011 Stock Option Plan ('Group Stock Option Plans') approved by the board. According to the ESOP schemes, the employee selected by the compensation committee from time to time will be entitled to options as per grant letter issued by the committee, subject to satisfaction of prescribed vesting conditions.

The relevant terms of the ESOP schemes are as below:

Plans	Group Stock Option Plans
Grant Date	Multiple
Vesting period	**2017 Stock Option Plan** **Time linked vesting:** i) 50 % of grants will vest in 5 years on quarterly basis which shall commence one year after the date of grant of options ii) Remaining 50% will vest at the end of 5 years from the date of grant. **2016 Stock Option Plan** **Time linked vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option **Performance linked vesting:** The Options shall vest annually and shall be prorated over a period of 3 years from the date of Grant and shall be subject to the threshold EBIDTA achieved by the Company for the last completed financial year. **2014 Stock Option Plan** **Time linked vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option **2011 Stock Option Plan** **Time linked vesting:** 5 years from the grant date
Exercise period	Within 10 years from date of grant upon vesting
Exercise price	Rs. 100 to Rs 340
Settlement type	Equity settled

The details of options outstanding under the ESOP schemes are summarized below:

Particulars	**No of options (in Million)**	
	2017-18	**2016-17**
Outstanding at the beginning of the year	11.17	16.71
Granted during the year*	10.13	5.33
Forfeited during the year	0.10	0.02
Repurchase during the year	0.04	-
Exercised during the year	0.03	10.84
Outstanding at the end of the year	21.14	11.17
Exercisable at the end of the year	17.53	4.26

- The weighted average exercise price of these options outstanding was INR 246.00 as on 31 March 2018 (31 March 2017: INR 159.98).
- The weighted average exercise price of these options granted during the year was INR 340.00 (31 March 2017: INR 205.00)
- The weighted average exercise price of these options exercised during the year was INR 100.00 (31 March 2017 128.18).
- The weighted average exercise price of these options forfeited/repurchased during the year was INR 226.00 (31 March 2017 129.00).

Particulars	**2017-18***	**2016-2017**
Dividend yield (%)	1.5%	2%
Expected volatility (%)	15%	34%
Risk–free interest rate (%)	6.64% - 6.96%	6.9% - 8.53%
Weighted average remaining contractual life	7.85 years	6.87 years

* Based on category I merchant banker report.

The fair value of share options granted is estimated at the date of grant using an appropriate valuation model, based on Category I Merchant Banker report, taking into account the terms and conditions upon which the share options were granted.

39 The Group, in addition to the Parent Company, comprises of the following entities incorporated in India:

Sl.No	Name of Companies	Holding Company	Date of incorporation	Date of acquisition	31 March 2018	31 March 2017
1.	ReNew Wind Energy (AP 3) Private Limited	ReNew Power Limited	7 June 2013	Not Applicable	100.00%	100%
2.	ReNew Solar Power Private Limited	ReNew Power Limited	5 June 2012	Not Applicable	100.00%	100%
3.	ReNew Wind Energy (MP) Private Limited	ReNew Power Limited	26 September 2012	Not Applicable	100.00%	100%
4.	ReNew Wind Energy (Varekarwadi) Private Limited	ReNew Power Limited	16 September 2011	Not Applicable	100.00%	100%
5.	ReNew Wind Energy Delhi Private Limited	ReNew Power Limited	8 March 2011	Not Applicable	100.00%	100%
6.	ReNew Wind Energy (Jamb) Private Limited	ReNew Power Limited	25 September 2012	Not Applicable	100.00%	100%
7.	ReNew Wind Energy (Devgarh) Private Limited	ReNew Power Limited	25 May 2012	Not Applicable	100.00%	100%
8.	ReNew Wind Energy (AP) Private Limited	ReNew Power Limited	25 September 2012	Not Applicable	67.54%	68.11%
9.	Narmada Wind Energy Private Limited	ReNew Power Limited	11 February 2008	Not Applicable	100.00%	100%
10.	ReNew Wind Energy (Sipla) Private Limited	ReNew Power Limited	21 May 2012	Not Applicable	100.00%	100%
11.	ReNew Solar Energy (Jharkhand One) Private Limited	ReNew Solar Power Private Limited	9 June 2016	Not Applicable	100.00%	100%
12.	ReNew Solar Energy (Jharkhand Three) Private Limited	ReNew Solar Power Private Limited	14 June 2016	Not Applicable	100.00%	100%
13.	ReNew Solar Energy (Jharkhand Four) Private Limited	ReNew Solar Power Private Limited	13 June 2016	Not Applicable	100.00%	100%
14.	ReNew Solar Energy (Jharkhand Five) Private Limited	ReNew Solar Power Private Limited	9 June 2016	Not Applicable	100.00%	100%
15.	ReNew Wind Energy (Karnataka Two) Private Limited	ReNew Power Limited	5 April 2013	Not Applicable	100.00%	100%
16.	Abaha Wind Energy Developers Private Limited	ReNew Power Limited	16 May 2013	Not Applicable	100.00%	100%
17.	ReNew Solar Energy Private Limited	ReNew Power Limited	1 April 2013	Not Applicable	100.00%	100%
18.	ReNew Wind Energy (TN) Private Limited	ReNew Power Limited	2 April 2013	Not Applicable	100.00%	100%
19.	ReNew Wind Energy (Budh 3) Private Limited	ReNew Solar Power Private Limited	5 April 2013	Not Applicable	100.00%	100%
20.	ReNew Wind Energy (MP One) Private Limited	ReNew Power Limited	23 November 2013	Not Applicable	100.00%	100%
21.	ReNew Solar Energy (Telangana) Private Limited *	ReNew Solar Power Private Limited	25 March 2015	Not Applicable	51.00%	51.00%
22.	ReNew Power Services Private Limited	ReNew Power Limited	15 June 2016	Not Applicable	100.00%	100%
23.	ReNew Solar Energy (Karnataka Two) Private Limited	ReNew Solar Power Private Limited	21 June 2016	Not Applicable	100.00%	100%
24.	ReNew Wind Energy (Shivpur) Private Limited	ReNew Power Limited	12 September 2011	Not Applicable	100.00%	100%
25.	ReNew Wind Energy (Karnataka) Private Limited	ReNew Power Limited	17 May 2012	Not Applicable	65.82%	64.89%
26.	ReNew Wind Energy (Karnataka 3) Private Limited	ReNew Solar Power Private Limited	1 June 2013	Not Applicable	100.00%	100%
27.	ReNew Wind Energy (AP Five) Private Limited	ReNew Solar Power Private Limited	4 March 2015	Not Applicable	100.00%	100%
28.	ReNew Saur Urja Private Limited	ReNew Solar Power Private Limited	20 April 2015	Not Applicable	100.00%	100%
29.	Bhumi Prakash Private Limited	ReNew Solar Power Private Limited	5 October 2015	Not Applicable	100.00%	100%
30.	Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited	5 October 2015	Not Applicable	100.00%	100%
31.	ReNew Saur Shakti Private Limited (Formerly known as Surya Prakash Urja Bhoomi Private Limited)	ReNew Solar Power Private Limited	6 October 2015	Not Applicable	100.00%	100%
32.	ReNew Agni Power Private Limited (Formerly known as Bhanu Dhara Kiran Private Limited)	ReNew Solar Power Private Limited	6 October 2015	Not Applicable	100.00%	100%
33.	ReNew Mega Solar Power Private Limited (Formerly known as Sun Season Private Limited) *	ReNew Solar Power Private Limited	6 October 2015	Not Applicable	51.00%	51%
34.	ReNew Wind Energy (Rajasthan 2) Private Limited	ReNew Power Limited	4 April 2013	Not Applicable	100.00%	100%
35.	ReNew Wind Energy (MP Two) Private Limited	ReNew Power Limited	23 November 2013	Not Applicable	100.00%	100%
36.	ReNew Wind Energy (Jath Three) Private Limited	ReNew Power Limited	30 April 2013	Not Applicable	100.00%	100%
37.	ReNew Wind Energy (Karnataka 4) Private Limited	ReNew Solar Power Private Limited	23 November 2013	Not Applicable	100.00%	100%
38.	ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited	23 November 2013	Not Applicable	100.00%	100%
39.	ReNew Wind Energy (MP Four) Private Limited	ReNew Solar Power Private Limited	5 March 2015	Not Applicable	100.00%	100%
40.	ReNew Wind Energy (AP 2) Private Limited	ReNew Power Limited	5 April 2013	Not Applicable	100.00%	100%
41.	ReNew Wind Energy (Orissa) Private Limited	ReNew Power Limited	25 September 2012	Not Applicable	100.00%	100%
42.	ReNew Wind Energy (AP 4) Private Limited	ReNew Power Limited	17 September 2013	Not Applicable	100.00%	100%
43.	ReNew Wind Energy (Jadeswar) Private Limited	ReNew Power Limited	30 August 2011	Not Applicable	100.00%	100%
44.	ReNew Wind Energy (Welturi) Private Limited	ReNew Power Limited	23 May 2012	Not Applicable	100.00%	100%
45.	ReNew Solar Services Private Limited (formerly known as ReNew Wind Energy (Vaspet 4) Private Limited)	ReNew Solar Energy Private Limited	4 April 2013	Not Applicable	100.00%	100%
46.	ReNew Solar Energy (Rajasthan) Private Limited	ReNew Solar Power Private Limited	4 April 2013	Not Applicable	100.00%	100%
47.	ReNew Wind Energy (Vaspet 5) Private Limited	ReNew Power Limited	26 April 2013	Not Applicable	100.00%	100%
48.	ReNew Solar Energy (Karnataka) Private Limited *	ReNew Solar Power Private Limited	3 June 2013	Not Applicable	51.00%	51%
49.	ReNew Wind Energy (TN 2) Private Limited	ReNew Solar Power Private Limited	12 August 2013	Not Applicable	100.00%	100%
50.	ReNew Wind Energy (Rajkot) Private Limited	ReNew Power Limited	25 August 2011	Not Applicable	100.00%	100%
51.	ReNew Wind Energy (Rajasthan) Private Limited	ReNew Power Limited	16 May 2012	Not Applicable	100.00%	100%
52.	ReNew Akshay Urja Limited (Formerly known as ReNew Akshay Urja Private Limited) *	ReNew Solar Power Private Limited	19 January 2015	Not Applicable	56.00%	56%
53.	ReNew Wind Energy (Jath) Limited (Formerly known as ReNew Wind Energy (Jath) Private Limited)	ReNew Power Limited	21 May 2012	Not Applicable	100.00%	100%
54.	ReNew Wind Energy (Rajasthan One) Private Limited	ReNew Power Limited	23 November 2013	Not Applicable	100.00%	100%
55.	ReNew Wind Energy (Rajasthan 3) Private Limited	ReNew Power Limited	23 November 2013	Not Applicable	100.00%	100%
56.	ReNew Solar Energy (TN) Private Limited	ReNew Solar Power Private Limited	4 June 2013	Not Applicable	99.99%	99.99%

39 The Group, in addition to the Parent Company, comprises of the following entities incorporated in India:

Sl.No	Name of Companies	Holding Company	Date of incorporation	Date of acquisition	31 March 2018	31 March 2017
57.	ReNew Wind Energy (Karnataka Five) Private Limited	ReNew Power Limited	27 November 2013	Not Applicable	100.00%	100%
58.	ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited	4 March 2015	Not Applicable	100.00%	100%
59.	ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited	4 March 2015	Not Applicable	100.00%	100%
60.	ReNew Clean Energy Private Limited	ReNew Solar Power Private Limited	24 March 2015	Not Applicable	100.00%	100%
61.	ReNew Distributed Solar Energy Private Limited	ReNew Solar Energy Private Limited	19 September 2016	Not Applicable	100.00%	100%
62.	ReNew Distributed Solar Services Private Limited	ReNew Solar Energy Private Limited	19 September 2016	Not Applicable	100.00%	100%
63.	ReNew Distributed Solar Power Private Limited	ReNew Solar Energy Private Limited	19 September 2016	Not Applicable	100.00%	100%
64.	ReNew Surya Mitra Private Limited	ReNew Solar Energy Private Limited	4 October 2016	Not Applicable	100.00%	100%
65.	ReNew Surya Prakash Private Limited	ReNew Solar Energy Private Limited	4 October 2016	Not Applicable	100.00%	100%
66.	ReNew Saur Vidyut Private Limited	ReNew Solar Energy Private Limited	6 October 2016	Not Applicable	100.00%	100%
67.	ReNew Solar Daylight Energy Private Limited	ReNew Solar Energy Private Limited	20 January 2017	Not Applicable	100.00%	100%
68.	ReNew Solar Sun Flame Private Limited	ReNew Solar Energy Private Limited	20 January 2017	Not Applicable	100.00%	100%
69.	ReNew Power Singapore PTE Limited	ReNew Power Limited	5 September 2017	Not Applicable	100.00%	-
70.	Abha Sunlight Private Limited	ReNew Solar Power Private Limited	07 March 2018	Not Applicable	100.00%	-
71.	Nokor Solar Energy Private limited	ReNew Solar Power Private Limited	05 March 2018	Not Applicable	100.00%	-
72.	Izra Solar Energy Private Limited	ReNew Solar Power Private Limited	06 March 2018	Not Applicable	100.00%	-
73.	Zorya Solar Energy Private Limited	ReNew Solar Power Private Limited	06 March 2018	Not Applicable	100.00%	-
74.	Vivasvat Solar Energy Private Limited	ReNew Solar Power Private Limited	05 March 2018	Not Applicable	100.00%	-
75.	Nokor Bhoomi Private Limited	ReNew Solar Power Private Limited	06 March 2018	Not Applicable	100.00%	-
76.	Akhilagya Solar Energy Private Limited	ReNew Solar Power Private Limited	05 March 2018	Not Applicable	100.00%	-
77.	Adyah Solar Energy Private Limited	ReNew Solar Power Private Limited	09 March 2018	Not Applicable	100.00%	-
78.	ReNew Transmission Ventures Private Limited	ReNew Power Limited	08 March 2018	Not Applicable	100.00%	-
79.	Helios Infratech Private Limited	ReNew Power Limited	22 February 2010	24 August 2016	100.00%	100%
80.	Shruti Power Projects Private Limited	ReNew Power Limited	6 March 2013	16 September 2016	100.00%	100%
81.	Lexicon Vanijya Private Limited	ReNew Solar Power Private Limited	25 February 2008	02 December 2016	100.00%	100%
82.	Symphony Vyapaar Private Limited	ReNew Solar Power Private Limited	25 February 2008	02 December 2016	100.00%	100%
83.	Star Solar Power Private Limited	ReNew Solar Power Private Limited	28 May 2010	01 December 2016	100.00%	100%
84.	Sungold Energy Private Limited	ReNew Solar Power Private Limited	31 May 2010	01 December 2016	100.00%	100%
85.	SunSource Energy Services Private Limited	ReNew Solar Energy Private Limited	18 April 2013	01 December 2016	100.00%	100%
86.	Molagavalli ReNewable Private Limited	ReNew Power Limited	7 January 2017	25 March 2017	100.00%	100%
87.	KCT Renewable Energy Private Limited	ReNew Power Limited	1 July 2014	15 November 2017	100.00%	-
88.	Rajat Renewables Limited	ReNew Power Limited	08 March 2017	30 January 2018	100.00%	-
89.	Kanak Renewables Limited	ReNew Power Limited	08 March 2017	30 January 2018	100.00%	-
90.	Bidwal Renewable Private Limited	ReNew Power Limited	20 February 2017	09 February 2018	100.00%	-
91.	Pugalur Renewable Private Limited	ReNew Power Limited	20 February 2017	09 February 2018	100.00%	-
92.	Aalok Solarfarms Limited #	Ostro Energy Private Limited	27 March 2015	28 March 2018	49.00%	-
93.	Abha Solarfarms Limited #	Ostro Energy Private Limited	16 March 2015	28 March 2018	49.00%	-
94.	AVP Powerinfra Private Limited	Ostro Energy Private Limited	22 January 2014	28 March 2018	100.00%	-
95.	Badoni Power Private Limited	Ostro Energy Private Limited	22 August 2014	28 March 2018	100.00%	-
96.	Heramba Renewables Limited #	Ostro Energy Private Limited	03 July 2015	28 March 2018	49.00%	-
97.	Ostro Alpha Wind Private Limited	Ostro Energy Private Limited	30 June 2015	28 March 2018	100.00%	-
98.	Ostro Anantapur Private Limited	Ostro Energy Private Limited	12 December 2014	28 March 2018	100.00%	-
99.	Ostro Andhra Wind Private Limited	Ostro Energy Private Limited	24 December 2014	28 March 2018	100.00%	-
100.	Ostro AP Wind Private Limited	Ostro Energy Private Limited	01 July 2015	28 March 2018	100.00%	-
101.	Ostro Bhesada Wind Private Limited	Ostro Energy Private Limited	05 March 2015	28 March 2018	100.00%	-
102.	Ostro Dakshin Power Private Limited	Ostro Energy Private Limited	28 November 2015	28 March 2018	100.00%	-
103.	Ostro Dhar Wind Private Limited	Ostro Energy Private Limited	05 March 2015	28 March 2018	100.00%	-
104.	Ostro Jaisalmer Private Limited	Ostro Energy Private Limited	02 March 2013	28 March 2018	100.00%	-
105.	Ostro Kannada Power Private Limited	Ostro Energy Private Limited	18 February 2016	28 March 2018	100.00%	-
106.	Ostro Kutch Wind Private Limited	Ostro Energy Private Limited	25 June 2015	28 March 2018	100.00%	-
107.	Ostro Madhya Wind Private Limited	Ostro Energy Private Limited	26 December 2014	28 March 2018	100.00%	-
108.	Ostro Mahawind Power Private Limited	Ostro Energy Private Limited	28 November 2015	28 March 2018	100.00%	-
109.	Ostro Raj Wind Private Limited	Ostro Energy Private Limited	24 December 2014	28 March 2018	100.00%	-
110.	Ostro Rann Wind Private Limited	Ostro Energy Private Limited	14 January 2015	28 March 2018	100.00%	-
111.	Ostro Renewables Private Limited	Ostro Energy Private Limited	25 April 2008	28 March 2018	100.00%	-
112.	Ostro Urja Wind Private Limited	Ostro Energy Private Limited	12 December 2014	28 March 2018	100.00%	-
113.	Prathamesh Solarfarms Limited #	Ostro Energy Private Limited	27 March 2015	28 March 2018	49.00%	-
114.	Shreyas Solarfarms Limited #	Ostro Energy Private Limited	27 March 2015	28 March 2018	49.00%	-
115.	Ostro Energy Private Limited	Renew Power Services Private Limited	14 June 2014	28 March 2018	100.00%	-
116.	Zemira Renewable Energy Limited	ReNew Power Limited	26 May 2015	31 March 2018	100.00%	-

* These are joint venture companies, however, the respective joint venture partners have protective rights only. Hence, these have been accounted as subsidiaries in these consolidated financial statements of the group.

# These entities are under joint control and have been accounted for as jointly controlled entities.

40 Related party disclosure

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

GS Wyvern Holdings Limited (Upto 22 March 2018)

II. Key management personnel:

Mr. Sumant Sinha, Chairman and Managing Director
Mr. Ravi Seth, Chief Financial Officer
Mr. Parag Sharma, Chief Operating Officer and head of solar business
Mr. Balram Mehta, President of wind business
Mr. Ravi Parmeshwar, Chief Human Resource Officer
Mr. Ashish Jain, Company Secretary and Compliance Officer

III. Enterprise owned or significantly influenced by key management personnel or their relatives:

Cognisa Investment
Wisemore Advisory Private Limited

IV. Enterprise under joint control:

Prathamesh Solarfarms Limited
Heramba Renewables Limited
Aalok Solarfarms Limited
Shreyas Solarfarms Limited
Abha Solarfarms Limited

V. Remuneration to key managerial personnel (KMP):

	31-Mar-18	31-Mar-17*
Mr. Sumant Sinha	415.24	385.00
Mr. Ravi Seth*	49.95	-
Mr. Parag Sharma*	47.45	-
Mr. Balram Mehta*	43.98	-
Mr. Ravi Parmeshwar*	20.60	-
Mr. Ashish Jain*	5.11	-

Above remuneration includes share based payment of INR 402.79 (31 March 2017: INR 294.75) and gratuity expense of INR 16.07 (31 March 2017: INR 3.28)

* Designated as KMPs in current year, therefore, remuneration details have not been disclosed for previous year.

VI. Transactions and balances with enterprises owned or significantly influenced by key management personnel or their relatives

Transactions during the year	Cognisa Investment	
Particulars	31 March 2018	31 March 2017
Interest on compulsorily convertible debentures	-	0.00

VII. Transactions and balances with enterprises under joint control:

Transactions during the year	Prathamesh Solarfarms Limited		Heramba Renewables Limited	
	31 March 2018	31 March 2017	31 March 2018	31 March 2017
Investment in equity shares	-	241.87	45.72	-
Investment in compulsory convertible debentures	-	234.96	135.98	-
Income from management fees	0.64	-	0.08	-
Corporate guarantee issued to project lender(s)	385.00	-	148.00	-

Transactions during the year	Aalok Solarfarms Limited		Shreyas Solarfarms Limited	
	31 March 2018	31 March 2017	31 March 2018	31 March 2017
Investment in equity shares	22.86	-	45.72	-
Investment in compulsory convertible debentures	67.99	-	135.96	-
Income from management fees	0.04	-	0.08	-
Corporate guarantee issued to project lender(s)	74.00	-	148.00	-

Transactions during the year	Abha Solarfarms Limited	
	31 March 2018	31 March 2017
Investment in equity shares	22.86	-
Investment in compulsory convertible debentures	67.99	-
Income from management fees	0.04	-
Corporate guarantee issued to project lender(s)	74.00	-

Balances as on year end	**Prathamesh Solarfarms Limited**		**Heramba Renewables Limited**	
	31 March 2018	**31 March 2017**	**31 March 2018**	**31 March 2017**
Trade receivable	3.17	-	0.65	-
Advance given	7.26	-	2.79	-
Corporate guarantee outstanding to project lender(s)	385.00	-	148.00	-
Bank guarantee issued to project lender(s)	192.50	192.50	-	-

Balances as on year end	**Aalok Solarfarms Limited**		**Shreyas Solarfarms Limited**	
	31 March 2018	**31 March 2017**	**31 March 2018**	**31 March 2017**
Trade receivable	0.32	-	0.64	-
Advance given	2.75	-	2.75	-
Corporate guarantee outstanding to project lender(s)	74.00	-	148.00	-

Balances as on year end	**Abha Solarfarms Limited**	
	31 March 2018	**31 March 2017**
Trade receivable	0.31	-
Advance given	2.75	-
Corporate guarantee outstanding to project lender(s)	74.00	-

41 Segment Information

The CEO of ReNew Power Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Group discloses segment information in a manner consistent with internal reporting to group's CEO. The Group entities have segments based on type of business operations. The reportable segments of Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The Group entities does not operate in more than one geographical segment. The Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balance for each reportable segment is not reviewed by or provided to the CODM.

	For the year ended 31 March 2018			For the year ended 31 March 2017		
	Wind Power	**Solar Power**	**Total**	**Wind Power**	**Solar Power**	**Total**
Revenue from operations	15,254.93	8,809.27	24,064.19	10,172.16	2,900.80	13,072.96
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**15,254.93**	**8,809.27**	**24,064.19**	**10,172.16**	**2,900.80**	**13,072.96**
Other income (other than interest income)	1,677.27	50.94	1,728.21	1,351.17	50.51	1,401.68
Total	**16,932.20**	**8,860.21**	**25,792.40**	**11,523.33**	**2,951.31**	**14,474.64**
Add: Unallocable income	-	-	2,002.30	-	-	1,032.65
Total Income	**16,932.20**	**8,860.21**	**27,794.70**	**11,523.33**	**2,951.31**	**15,507.29**
Less: Employee benefits and other expenses	2,423.29	1,343.15	3,766.44	1,434.88	572.25	2,007.13
Less: Unallocable expenses			961.71	-	-	396.27
Total Expenses	**2,423.29**	**1,343.15**	**4,728.14**	**1,434.88**	**572.25**	**2,403.40**
Earning before interest, tax, depreciation and amortization (EBITDA)	**14,508.91**	**7,517.06**	**23,066.56**	**10,088.45**	**2,379.06**	**13,103.89**
Depreciation and amortization expense (net)			7,125.35			3,827.81
Finance costs			15,100.50			8,258.41
Profit before tax			**840.71**			**1,017.67**

The Revenues from three major customers amounts to INR 12,169.39 (31 March 2017: INR 8,824.81) each of which contributes more than 10% of the total revenue of the Group. Out of these, revenues from Wind Segment amounts to INR 7,422.47 (31 March 2017: INR 8,038.13) and Solar Segment amounts to INR 4,746.92 (31 March 2017: INR 786.68).

42 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the group, other than those with carrying amounts that are reasonable approximations of fair values:

	31 March 2018		31 March 2017	
	Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets				
Security deposits	96.07	96.07	21.99	21.99
Bank deposits with remaining maturity for more than twelve months	2,532.89	2,532.89	30.73	30.73
Investments-non current, unquoted debt securities	642.88	642.88	-	-
Investments-current, quoted mutual funds	9,268.18	9,268.18	6.18	6.18
Derivative instruments	74.82	74.82	-	-
Trade receivables	6,700.97	6,700.97	4,840.72	4,840.72
Cash and cash equivalent	13,913.90	13,913.90	27,139.00	27,139.00
Bank balances other than cash and cash equivalent	10,322.33	10,322.33	4,507.46	4,507.46
Advances recoverable in cash	585.51	585.51	-	-
Unbilled revenue	2,950.05	2,950.05	1,883.23	1,883.23
Interest accrued on fixed deposits	248.29	248.29	104.96	104.96
Insurance claim receivable	-	-	7.24	7.24
Government grant receivable	940.28	940.28	546.51	546.51
Other current financial assets	30.96	30.96	-	-
Financial liabilities				
Non Convertible Debentures	63,185.62	63,185.62	20,949.78	20,949.78
Term loan in Indian rupees from bank	45,513.94	45,513.94	16,093.02	16,093.02
Term loan in Indian rupees from financial institutions	64,020.14	64,020.14	19,717.21	19,717.21
Compulsory Convertible Debentures	637.62	637.62	587.01	587.01
Buyer's / Supplier's credit	13,960.73	13,960.73	15,692.50	15,692.50
Bonds	31,765.60	31,765.60	31,151.05	-
Derivative instruments	931.43	931.43	2,243.60	2,243.60
Interest accrued but not due on borrowings	1,080.39	1,080.39	910.00	910.00
Interest accrued and due on borrowings	-	-	15.85	15.85
Interest accrued but not due on debentures	439.97	439.97	217.97	217.97
Capital creditors	15,615.87	15,615.87	15,226.55	15,226.55
Purchase consideration payable	1,877.09	1,877.09	162.38	162.38
Share application money received and due for refund	-	-	2.20	2.20
Other payables	-	-	-	-
Short-term borrowings	19,365.19	19,365.19	16,575.83	16,575.83
Trade payables	2,734.82	2,734.82	2,396.20	2,396.20

The management of the group assessed that current investments, cash and cash equivalents, trade receivables, trade payables, short term borrowings, other current financials liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the group’s term loans from banks and financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer’s borrowing rate as at the end of the reporting year. The own non-performance risk as at 31 March 2018 was assessed to be insignificant.

ii The fair value of unquoted instruments, such as liability component of compulsory convertible debentures, senior secured bonds and unlisted non convertible debentures are estimated by discounting future cash flows using effective interest rate, credit risk and remaining maturity.

iii The Group enter into derivative financial instruments with various counterparties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

43 Fair value hierarchy

The Group categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Group’s assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

		31 March 2018		31 March 2017	
	Level of fair value measurement	**Carrying value**	**Fair value**	**Carrying value**	**Fair value**
Financial assets measured at fair value					
Investments	Level 1	9,268.18	9,268.18	6.18	6.18
Financial assets not measured at fair value (at amortised cost)					
Security deposits	Level 2	96.07	96.07	21.99	21.99
Total		**96.07**	**96.07**	**21.99**	**21.99**
Financial Assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 2	2,532.89	2,532.89	30.73	30.73
Total		**2,532.89**	**2,532.89**	**30.73**	**30.73**
Financial Assets (Current): Others					
Advances recoverable in cash	Level 2	585.51	585.51	-	-
Unbilled revenue	Level 2	2,950.05	2,950.05	1,883.23	1,883.23
Interest accrued on fixed deposits	Level 2	248.29	248.29	104.96	104.96
Government grant receivable	Level 2	940.28	940.28	546.51	546.51
Insurance claim receivable	Level 2	-	-	7.24	7.24
Other current financials assets	Level 2	30.96	30.96	-	-
Total		**4,755.08**	**4,755.08**	**2,541.94**	**2,541.94**
Trade receivables	Level 2	6,700.97	6,700.97	4,840.72	4,840.72
Cash and bank balances					
Cash and cash equivalent	Level 2	13,913.90	13,913.90	27,139.00	27,139.00
Bank balances other than cash and cash equivalent	Level 2	10,322.33	10,322.33	4,507.46	4,507.46
Total		**24,236.23**	**24,236.23**	**31,646.46**	**31,646.46**

Measured at fair value through Profit and Loss					
Investments	Level 1	642.88	642.88	-	-
Derivative instruments	Level 2	74.82	74.82	-	-
Total		**717.70**	**717.70**	-	-
Financial liabilities not measured at fair value					
1. Measured at amortised cost					
Long-term borrowings					
Non Convertible Debentures	Level 2	63,185.62	63,185.62	20,949.78	20,949.78
Compulsory Convertible Debentures	Level 2	637.62	637.62	587.01	587.01
Term loan in Indian rupees from banks	Level 2	45,513.94	45,513.94	16,093.02	16,093.02
Term loan in Indian rupees from financial institution	Level 2	64,020.14	64,020.14	19,717.21	19,717.21
Buyer's / Supplier's credit	Level 2	13,960.73	13,960.73	15,692.50	15,692.50
Bonds	Level 2	31,765.60	31,765.60	31,151.05	31,151.05
Total		**219,083.65**	**219,083.65**	**104,190.57**	**104,190.57**
Other non-current liabilities					
Short-term borrowings	Level 2	19,365.19	19,365.19	16,575.83	16,575.83
Trade payables	Level 2	2,734.82	2,734.82	2,396.20	2,396.20
Financial liabilities (Current): Others					
Interest accrued but not due on borrowings	Level 2	1,080.39	1,080.39	910.00	910.00
Interest accrued and due on borrowings	Level 2	-	-	15.85	15.85
Interest accrued but not due on debentures	Level 2	439.97	439.97	217.97	217.97
Capital creditors	Level 2	15,615.87	15,615.87	15,226.55	15,226.55
Purchase consideration payable	Level 2	1,877.09	1,877.09	162.38	162.38
Share application money received and due for refund	Level 2	-	-	2.20	2.20
Other payables	Level 2	-	-	-	-
Total		**19,013.32**	**19,013.32**	**16,534.95**	**16,534.95**
2. Measured at fair value through Profit and Loss					
-Nil-	-	-	-	-	-
3. Measured at fair value through Other comprehensive income					
Derivative instruments	Level 2	931.43	931.43	2,243.60	2,243.60

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at fair value			
Investments	Level 1	Quoted price	Quoted market price of mutual funds
Derivative instruments- Cross currency interest rate swaps	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to
Financial assets not measured at fair value			
Security deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loan to subsidiaries - redeemable non cumulative preference shares	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Share application money pending allotment	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade receivables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Insurance claim receivable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank balances other than cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Recoverable from related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loans to related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Unbilled revenue	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on fixed deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on loans to related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Accrued interest on NSC	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities not measured at fair value			
Non Convertible Debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Compulsory Convertible Debentures (unsecured)	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from banks	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from financial institution	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Buyer's / Supplier's credit (secured)	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bonds	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Security deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Short-term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued and due on borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Capital creditors	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Purchase consideration payable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Share application money received and due for refund	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Current maturities of long term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Other payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

44 Financial Risk Management objectives and policies

The financial liabilities comprise loans and borrowings, derivative liabilities, trade payable and other financial liabilities.
The main purpose of these financial liabilities is to finance the Group's operations. The Group's principal financial assets include loans, derivative assets, trade receivables, cash & cash equivalents and other financial assets. The Group is exposed to market risk, credit risk and liquidity risk. The Group's senior management oversees the management of these risks. The Company's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Company. These committees provides assurance to the Company's senior management that the Company's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each of these risks, which are summarised below:

Market Risk

Market risk is the risk that the Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk. Financial instruments affected by market risk include loans and borrowings, deposits and derivative financial instruments.

The sensitivity analyses in the following sections relate to the position as at 31 March 2018 and 31 March 2017. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 31 March 2018.

Interest rate Risk:

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Group believes that the exposure of Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Group also monitors the changes in interest rates and actively re finances its debt obligations to achieve an optimal interest rate exposure.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. floating interest rate borrowings in INR and USD. Interest rate sensitivity has been calculated for borrowings with floating rate of Interest. For borrowings with fixed rate of interest sensitivity disclosure has not been made. With all other variables held constant, the Group's profit before tax is affected through the impact on financial liabilities, as follows:

	31 March 2018		**31 March 2017**	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+196.24	+/(-)50	(-)/+146.00
US dollar	+/(-)60	(-)/+2.00	+/(-)60	(-)/+3.00

	31 March 2018		**31 March 2017**	
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+156.37	+/(-)50	(-)/+100.89
US dollar	+/(-)60	(-)/+2.00	+/(-)60	(-)/+3.00

The assumed movement in basis points for the interest rate sensitivity analysis is based on the currently observable market environment. Though there is exposure on account of Interest rate movement as shown above but the Group minimises the foreign currency (US dollar) interest rate exposure through derivatives and INR interest rate exposure through re-financing.

Foreign Currency Risk:

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Group is exposed to foreign currency risk arising from imports of goods in US dollars. The Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit by using foreign currency swaps and forward contracts. The Group has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Group does not undertake any speculative transaction.

Foreign currency sensitivity

The following tables demonstrate the sensitivity to a reasonably possible change in USD and INR exchange rates, with all other variables held constant. The impact on the group’s profit before tax is due to changes in the fair value of monetary liabilities comprising of buyer's/supplier's credit in US dollars. The impact on the group's pre-tax equity is due to changes in the fair value of cross-currency interest-rate swaps (CCIRS) designated as cash flow hedges. The group’s exposure to foreign currency changes for all other currencies is not material.

	31 March 2018		**31 March 2017**	
Change in USD rate	5%	-5%	5%	-5%
Effect on profit before tax	(21.84)	21.84	(23.96)	23.96

Credit Risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Group is exposed to credit risk from their operating activities (primarily trade receivables) and from its financing activities but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities. The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2018, 31 March 2017 is the carrying amount of all the financial assets.

Further the group sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2018 and 31 March 2017 is the carrying amount of all the financial assets.

Trade Receivables

Customer credit risk is managed basis established policies of Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The Group does not hold collateral as security. The group has majorly state utilities/government entities as its customers with high credit worthiness and therefore the group does not see any significant risk related to credit.

The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by Group's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the Group, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity Risk

Liquidity risk is the risk that the Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the Group to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The Group has access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind and solar power plants and related assets. The Group's non-recourse financing is designed to limit default risk and is a combination of fixed and variable interest rate instruments. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of group based on contractual undiscounted payments:

Year ended 31 March 2018	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings						
Unlisted redeemable, non cumulative and non convertible debentures*	-	-	-	64,455.35	29,148.11	93,603.46
Compulsory convertible debentures	-	-	-	-	637.62	637.62
Term loan from Banks and financial institutions*	-	-	-	75,225.26	114,883.08	190,108.34
Buyer's credit	-	-	-	8,451.53	-	8,451.53
Bonds*	-	-	-	43,719.39	-	43,719.39
Short term borrowings						
Acceptances	-	7,294.30	-	-	-	7,294.30
Commercial papers (unsecured)	-	5,164.96	-	-	-	5,164.96
Loan from body corporate	-	82.98				82.98
Buyer's / Supplier's credit	-	3,173.82	669.13	-	-	3,842.95
Working capital demand loans	-	-	2,980.00	-	-	2,980.00
Other financial liabilities						
Current maturities of long term borrowings*	-	42,125.26	25,607.22	-	-	67,732.68
Interest accrued but not due on borrowings	-	648.27	432.12	-	-	1,080.39
Interest accrued but not due on debentures	-	439.97	-	-	-	439.97
Mark to market on derivatives	-	931.43	-	-	-	931.43
Capital Creditors	-	15,615.87	-	-	-	15,615.87
Purchase consideration payable	-	1,877.09	-	-	-	1,877.09
Trades payables						
Trades payables	-	2,734.82	-	-	-	2,734.82

*including future interest payments.

Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2017	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from Banks and financial institutions*	-	-	-	23,929.54	37,849.56	61,779.10
Senior Secured Bonds*	-	-	-	44,495.19	-	44,495.19
Buyer's credit	-	-	-	15,692.50	-	15,692.50
Non convertible debentures*	-	-	-	23,196.95	6,702.20	29,899.14
Compulsorily convertible debentures	-	-	-	-	587.01	587.01
Short term borrowings						
Loan from body corporate	97.42	-	-	-	-	97.42
Buyer's/Supplier's credit	-	3,343.46	-	-	-	3,343.46
Acceptances	-	9,142.92	3,992.04	-	-	13,134.95
Other financial liabilities						
Current maturities of long term borrowings*	-	1,651.72	9,174.82	-		10,826.54
Interest accrued but not due on borrowings	-	499.52	410.48	-	-	910.00
Interest accrued and due on borrowings	-	15.85	-	-	-	15.85
Interest accrued but not due on debentures	-	217.97	-	-	-	217.97
Mark to market on derivatives	-	2,243.60	-	-	-	2,243.60
Capital Creditors	-	15,226.55	-	-	-	15,226.55
Purchase consideration payable	-	162.38	-	-	-	162.38
Share application money pending allotment	-	2.20	-	-	-	2.20
Trades payables						
Trades payables	-	2,396.20	-	-	-	2,396.20

* Including future interest payments

45 Capital management

For the purpose of the capital management, capital includes issued equity capital, compulsory convertible debentures, share premium and all other equity reserves attributable to the equity holders of the Group. The primary objective of the Group's management is to maximise the shareholder value.

The Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, the Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The group includes within net debt, interest bearing loans and borrowings and other payables, less cash and short-term deposits.

The policy of the Group is to keep the gearing ratio of the power project to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with the industry standard ratio. The current gearing ratios of the various projects in the Group is between 3:1 to 4:1.

In order to achieve this overall objective, the capital management of the Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current period.

No changes were made in the objectives, policies or processes for managing capital during the period ended 31 March 2018.

46 Commitments Liabilities and Contingencies
(to the extent not provided for)

(i) Contingent liabilities

The Group has contingent liability of INR 255.28 on account of liquidity damages claim (which is under litigation) (31 March 2017: Nil).

(ii) Commitments:

Estimated amount of contracts remaining to be executed on capital account and not provided for

At 31 March 2018, the group has capital commitment (net of advances) pertaining to commissioning of wind & solar energy projects of INR 26,112.01 (31 March 2017: 11,657.11).

47 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2018	As at 31 March 2017
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	Nil	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

48 Corporate social responsibility expenditure

(a) Gross amount required to be spent by the Company during the year is INR 27.87 (31March 2017: INR 20.00).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Construction / Acquisition of any asset	nil	nil	nil
Activities relating to:			
Current year	37.07	11.78	48.85
Previous year	(13.16)	(9.58)	(22.74)

1) Sanitation & making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para –vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.

49 During the year, the Group reached settlement with certain suppliers/contractors for compensation for loss of revenue due on account of delay in commissioning of power projects. Resultantly, an amount of INR 337.74 (31 March 2017 : 407.01) towards Liquidated Damages ('LDs') has been recognized in the statement of profit and loss.

Since, the said LDs are directly linked to delay in creating profit making apparatus, the same has been considered as capital receipt and thus has not been included in Book Profit under section 115JB of the Income Tax Act, 1961. The same has also been supported by the opinion of the advisors of the company.

50 Hedging activities and derivatives

Derivatives designated as hedging instruments

The Group uses certain types of derivative financial instruments (viz. foreign currency forwards, Cross-currency interest rate swap) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entity designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction (‘Cash flow hedge’). The effective portion of changes in the fair value of Derivative financial instruments (or its components) that are designated and qualify as Cash flow hedges, are recognised in the Other comprehensive income and held in Cash flow hedge reserve - a component of Equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the statement of profit and loss within finance income / finance costs. The amounts accumulated in Equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in Equity are re-classified to the statement of profit and loss in the periods when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the statement of profit and loss within finance income / finance costs.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on External commercial borrowings and Buyer’s Credit. Terms of the swaps and their respective impact on OCI and statement of profit and loss is as below:-

- Buyers credit

Pay fixed INR and receive USD and pay fixed interest at 2.02% to 7.85% p.a. and receive a variable interest at 1 month LIBOR plus 0.50% p.a. to 6 month LIBOR plus 1.25% p.a. on the notional amount.

-Loan

Pay fixed INR and receive USD and pay fixed interest at 7.31% to 13.01% p.a. and receive a variable interest at 1 month LIBOR plus 0.50% to 6 months LIBOR plus 3.85% p.a. on the notional amount.

The cash flow hedges through CCS of USD 133,921,267.00, IRS of USD 352,715,932.00 and forward of USD 199,316,488.00 outstanding at the year ended 31 March 2018 were assessed to be highly effective and a mark to market loss of INR 355.83 (31 March 2017: INR 1,500.10) with a deferred tax asset of INR 90.99 (31 March 2017: INR 463.37), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	31-Mar-18		31-Mar-17	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Derivative contracts designated as hedging instruments	74.82	931.43	-	2,243.60

Hedging reserve movement	**As at 31 March 2018**	**As at 31 March 2017**
Balance at the beginning (after non controlling interest)	(978.18)	(133.89)
Gain/(loss) recognised on cash flow hedges	(611.93)	(2953.57)
Income tax relating to gain/loss recognized on cash flow hedges	103.55	912.99
Gain/(loss) reclassified to profit or loss	404.56	260.61
Income tax relating to gain/loss reclassified to profit or loss	(110.59)	(80.54)
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	1,177.62	1191.75
Income tax relating to gain/loss reclassified to non financial assets or liabilities as basis adjustment	(310.85)	(368.25)
Gain/(loss) reclassified to profit or loss as hedged future cash flows are no longer expected to occur	172.99	194.15
Income tax relating to gain/loss reclassified to profit or loss as hedged future cash flows are no longer expected to occur	(52.45)	(59.99)
Balance at the end	(205.28)	(1036.74)
Less: Non controlling interest movement for the year	(65.55)	58.56
Balance at the end (after non controlling interest)	(270.83)	(978.18)

51 Break up of investments in entities under control is as under -

Name of Companies	**Cost of acquisition**	**Goodwill included in cost of acquisition**	**Share in other comprehensive income of entities with joint control post acquisition**	**Carrying cost of investments**
Prathmesh Solarfarms Limited				
As at 31 March 2018	492.00	243.68	0.00	492.00
As at 31 March 2017	-	-	-	-
Abha Solarfarms Limited				
As at 31 March 2018	88.78	63.98	0.00	88.78
As at 31 March 2017	-	-	-	-
Heramba Renewables Limited				
As at 31 March 2018	161.48	116.37	0.00	161.48
As at 31 March 2017	-	-	-	-
Aalok Solarfarms Limited				
As at 31 March 2018	88.32	63.65	0.00	88.32
As at 31 March 2017	-	-	-	-
Shreyas Solarfarms Limited				
As at 31 March 2018	170.32	122.74	0.00	170.32
As at 31 March 2017	-	-	-	-

52 Business combinations

The group have acquired unlisted company based in India and carrying out business activities relating to generation of power through non-conventional and renewable energy sources, inexchange for cash consideration. The group acquired these entities because management believes that the acquisition would enable the group to strengthen its position in renewable energy sector.

Assets acquired and liabilities assumed
The fair values of the identifiable assets and liabilities as at the date of acquisition were:

Particulars	For the year ended 31 March 2018			For the year ended 31 March 2017				
	Zemira Renewable Private Limited**	**Ostro Energy Private Limited****	**KCT Renewable Energy Private Limited****	**Molagavalli Renewable Private Limited***	**Vikram Solar Group****	**Sunsource Energy Services Private Limited***	**Helios Infratech Private Limited****	**Shruti Power Projects Private Limited***
Acquisition date	**31 March 2018**	**28 March 2018**	**15 November 2017**	**25 March 2017**	**02 December 2016**	**01 December 2016**	**24 August 2016**	**16 September 2016**
Segment	**Wind**	**Wind & Solar**	**Wind**	**Wind**	**Solar**	**Solar**	**Wind**	**Wind**
Assets	**INR**	**INR**	**INR**	**INR**	**INR**	**INR**	**INR**	**INR**
Property plant and equipment	3,561.67	45,795.78	7,018.41	3,565.09	1,506.55	-	-	557.33
Intangible assets	456.79	21,528.95	2,112.80	74.00	818.95	3.02	191.52	48.00
Intangible assets under development	-	1,416.00	-	-	-	-	-	-
Capital Work in Progress	-	5,231.59	-	-	-	-	-	-
Loans	-	-	-	-	-	-	-	0.02
Deferred tax assets (net)	0.69	315.19	-	-	16.00	-	-	0.01
Prepayments - Non Current	-	695.71	-	-	-	-	-	-
Non-current investments	-	1,643.63	-	-	95.29	-	-	-
Other non-current financial assets	-	80.05	-	-	-	-	-	-
Other non-current assets	-	1,243.47	0.34	-	10.01	-	-	0.07
Current investments	-	4,332.27	193.38	-	5.75	-	-	-
Trade receivables	-	960.15	866.53	-	2.12	-	-	-
Prepayments - Current	-	204.36	9.52	-	2.00	-	0.44	12.96
Cash and cash equivalents	0.03	3,479.58	108.05	0.01	28.31	0.00	0.93	14.20
Bank balances other than cash and cash equivalent	-	969.95	-	-	62.97	-	-	51.77
Others current financial assets	4.45	416.37	18.74	-	-	-	-	0.38
Other current assets	-	208.87	29.10	-	228.05	-	0.25	110.67
	4,023.63	**88,521.92**	**10,356.87**	**3,639.10**	**2,776.00**	**3.02**	**193.14**	**795.41**
Liabilities								
Long-term borrowings	-	45,171.35	-	-	1,824.20	-	-	374.86
Short-term borrowings	1.53	479.66	-	-	-	0.01	28.43	97.42
Deferred tax liabilities (net)	-	4,996.79	478.04	13.72	24.90	0.60	29.21	(0.36)
Other non current liabilities	-	734.54	-	-	-	-	-	-
Trade payables	0.04	58.26	0.33	0.01	2.18	0.01	1.63	25.15
Other current financial liabilities	4,023.66	4,277.63	6,136.65	3,565.09	97.78	-	-	26.02
Other current liabilities	0.01	248.62	2.46	-	1.55	-	0.15	0.23
Short term Provisions	-	123.54	42.68	-	-	-	-	-
Long term Provisions	-	0.03	-	-	-	-	-	-
	4,025.24	**56,090.42**	**6,660.16**	**3,578.82**	**1,950.61**	**0.62**	**59.42**	**523.32**
Total identifiable net assets at fair value	**(1.61)**	**32,431.50**	**3,696.71**	**60.28**	**825.39**	**2.40**	**133.72**	**272.09**
Goodwill/(Bargain purchase) on acquisition	2.11	9,902.38	755.26	(37.19)	155.03	(2.08)	115.90	(75.13)
Purchase consideration transferred	0.50	42,333.88	4,451.97	23.09	980.42	0.32	249.62	196.96

The deferred tax liability mainly comprises the tax effect of the accelerated depreciation for tax purposes of Property plant and equipment and Intangible Assets.

*Due to the group's long term contractual relationship with the respective seller and its leadership position in the wind energy sector, the group was in favourable position to negotiate a bargain purchase and accordingly this resulted in a bargain purchase of INR 114.40.

** Goodwill recognised represents the future economic and synergy benefits arising from assets acquired to strengthen it's position in renewable energy sector. Goodwill is allocated entirely to the wind and solar power plant. None of the goodwill recognised is expected to be deductible for income tax purposes.

From the date of acquisition, acquired entitles have contributed in revenue and profit/loss before tax follows:

Particulars	From the date of acquisition till 31 March 2018			From the respective date of acquisition till 31 March 2017				
	Zamira Renewable Private Limited	**Ostro Energy Private Limited**	**KCT Renewable Energy Private Limited**	**Molagavalli Renewable Private Limited**	**Vikram Solar Group**	**Sunsource Energy Services Private Limited**	**Helios Infratech Private Limited**	**Shruti Power Projects Private Limited**
Revenue	0.34	44.17	278.06	0.40	169.05	-	0.19	25.52
Profit/(loss) before tax	(0.12)	(7.12)	(105.62)	(0.02)	47.57	(0.74)	(4.81)	(11.41)

If the combination had taken place at the beginning of the year, revenue from operations and the loss before tax would have been:

Particulars	For the year ended 31 March 2018			From 1 April 2016 to 31 March 2017				
	Zamira Renewable Private Limited	**Ostro Energy Private Limited**	**KCT Renewable Energy Private Limited**	**Molagavalli Renewable Private Limited**	**Vikram Solar Group**	**Sunsource Energy Services Private Limited**	**Helios Infratech Private Limited**	**Shruti Power Projects Private Limited**
Revenue	4.80	6,358.21	1,227.57	0.40	426.57	-	0.19	91.68
Profit/(loss) before tax	(3.35)	29.44	339.21	(0.02)	56.91	(0.83)	(5.83)	15.90

53 Additional disclosure as required under Schedule III of Companies Act, 2013:

Name of the entity	**Net Assets**		**Share in profit or loss**		**Share in other comprehensive income**		**Share in total comprehensive income**	
	As % of consolidated net assets	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**
Parent	**(32.41%)**	**(24,200.98)**	**29.59%**	**153.84**	**0.00%**	**-**	**11.90%**	**153.84**
Subsidiaries								
Renew Wind Energy (Rajasthan) Private Limited	2.06%	1,535.00	17.46%	90.79	0.00%	-	7.03%	90.79
Renew Wind Energy (Welturi) Private Limited	(0.00%)	(1.74)	(22.04%)	(114.56)	0.00%	-	(8.86%)	(114.56)
Renew Wind Energy (Devgarh) Private Limited	2.23%	1,662.59	48.12%	250.15	(0.46%)	(3.54)	19.08%	246.61
ReNew Wind Energy (Karnataka) Private Limited	(0.71%)	(528.82)	(30.40%)	(158.03)	0.00%	-	(12.23%)	(158.03)
Renew Wind Energy (AP) Private Limited	1.36%	1,012.56	6.57%	34.16	0.00%	-	2.64%	34.16
Renew Wind Energy (Rajkot) Private Limited	(0.37%)	(274.68)	4.05%	21.05	0.00%	-	1.63%	21.05
ReNew Wind Energy (Jath) Limited	1.57%	1,171.28	24.25%	126.05	0.00%	-	9.75%	126.05
Renew Wind Energy (Delhi) Private Limited	0.18%	135.52	1.33%	6.92	0.00%	-	0.54%	6.92
Renew Wind Energy (Shivpur) Private Limited	(0.27%)	(201.60)	(22.38%)	(116.35)	0.00%	-	(9.00%)	(116.35)
Renew Wind Energy (Jadeswar) Private Limited	0.89%	662.55	13.99%	72.73	0.00%	-	5.63%	72.73
ReNew Wind Energy (Varekarwadi) Private Limited	1.94%	1,446.00	11.38%	59.16	0.00%	-	4.58%	59.16
Renew Wind Energy MP Private Limited	0.33%	246.52	(0.08%)	(0.44)	0.00%	-	(0.03%)	(0.44)
Renew Wind Energy (AP 3) Private Limited	1.55%	1,155.71	(1.20%)	(6.24)	0.00%	-	(0.48%)	(6.24)
Renew Wind Energy (MP Two) Private Limited	0.47%	348.29	(14.30%)	(74.36)	0.00%	-	(5.75%)	(74.36)
Renew Wind Energy (Rajasthan One) Private Limited	(2.22%)	(1,660.66)	1.97%	10.24	0.00%	-	0.79%	10.24
Renew Wind Energy (Sipla) Private Limited	3.51%	2,624.03	19.61%	101.96	(1.86%)	(14.35)	6.78%	87.60
Renew Wind Energy (Jamb) Private Limited	0.88%	658.72	(7.23%)	(37.61)	(0.49%)	(3.77)	(3.20%)	(41.39)
Renew Wind Energy (Orissa) Private Limited	0.44%	327.85	(4.78%)	(24.83)	0.00%	-	(1.92%)	(24.83)
Renew Wind Energy (TN) Private Limited	0.01%	7.91	(0.46%)	(2.39)	0.00%	-	(0.18%)	(2.39)
Renew Wind Energy (Rajasthan 2) Private Limited	0.00%	3.68	(0.14%)	(0.71)	0.00%	-	(0.05%)	(0.71)
Renew Wind Energy (AP 2) Private Limited	0.92%	690.44	(0.58%)	(3.04)	0.00%	-	(0.24%)	(3.04)
Renew Wind Energy (Karnataka Two) Private Limited	0.00%	2.60	(0.20%)	(1.06)	0.00%	-	(0.08%)	(1.06)
Renew Wind Energy (Vaspet 5) Private Limited	0.00%	2.48	(0.15%)	(0.77)	0.00%	-	(0.06%)	(0.77)
Renew Wind Energy (Jath Three) Private Limited	0.00%	2.87	(0.01%)	(0.05)	0.00%	-	(0.00%)	(0.05)
Renew Wind Energy (AP 4) Private Limited	0.00%	1.27	(0.10%)	(0.52)	0.00%	-	(0.04%)	(0.52)
Renew Wind Energy (MP One) Private Limited	0.08%	61.20	(0.02%)	(0.10)	0.00%	-	(0.01%)	(0.10)
Renew Wind Energy (Karnataka Five) Private Limited	0.06%	46.91	(0.02%)	(0.09)	0.00%	-	(0.01%)	(0.09)
Renew Wind Energy (Rajasthan 3) Private Limited	2.43%	1,813.82	2.10%	10.91	0.51%	3.94	1.15%	14.85
Narmada Wind Energy Private Limited	(2.13%)	(1,589.61)	(7.07%)	(36.75)	0.00%	-	(2.84%)	(36.75)
Abaha Wind Energy Private Limited	0.03%	19.11	(0.08%)	(0.43)	0.00%	-	(0.03%)	(0.43)
Helios Infratech Private Limited	3.11%	2,324.34	(28.57%)	(148.52)	0.00%	-	(11.49%)	(148.52)
Shruti Power Private Limited	1.34%	1,002.64	(3.49%)	(18.16)	0.00%	-	(1.41%)	(18.16)
Molagavalli Renewable Private Limited	1.52%	1,135.01	13.52%	70.28	0.00%	-	5.44%	70.28
KCT Renewable Energy Private Limited	3.49%	2,604.74	(16.61%)	(86.38)	0.00%	-	(6.68%)	(86.38)
Kanak Renewables Limited	1.15%	857.58	(0.13%)	(0.69)	0.00%	-	(0.05%)	(0.69)
Rajat Renewables Limited	1.22%	910.55	(0.05%)	(0.25)	0.00%	-	(0.02%)	(0.25)
Pugalur Renewable Private Limited	1.44%	1,078.36	(0.64%)	(3.35)	0.00%	-	(0.26%)	(3.35)
Bidwal Renewable Private Limited	1.33%	991.52	(0.56%)	(2.91)	0.00%	-	(0.23%)	(2.91)
Zemira Renewable Energy Limited	1.19%	885.45	(0.01%)	(0.05)	0.00%	-	(0.00%)	(0.05)
Renew Solar Power Private Limited	(3.66%)	(2,734.71)	(101.83%)	(529.41)	1.29%	9.93	(40.20%)	(519.48)
Renew Solar Energy Private Limited	0.74%	555.86	(40.83%)	(212.27)	8.46%	65.34	(11.37%)	(146.93)
Renew Solar Energy (Rajasthan) Private Limited	0.84%	628.20	(0.29%)	(1.49)	0.00%	-	(0.12%)	(1.49)
Renew Solar Energy (TN) Private Limited	(0.19%)	(145.07)	(9.89%)	(51.42)	0.00%	-	(3.98%)	(51.42)
Renew Solar Energy (Karnataka) Private Limited	0.56%	417.52	(9.36%)	(48.67)	0.00%	-	(3.77%)	(48.67)
Renew Akshay Urja Limited	1.06%	794.56	22.33%	116.07	7.95%	109.61	13.73%	177.45
Renew Solar Energy (Telangana) Private Limited	3.64%	2,721.20	24.82%	127.82	2.60%	39.41	11.54%	147.92
Renew Saur Urja Private Limited	2.88%	2,150.28	66.46%	345.49	7.55%	58.32	31.25%	403.81
Renew Clean Energy Private Limited	2.30%	1,716.93	13.12%	68.20	15.48%	119.55	14.53%	187.75
ReNew Solar Services Private Limited	0.02%	12.78	0.07%	0.34	0.00%	-	0.03%	0.34
ReNew Agni Power Private Limited	0.54%	401.35	9.26%	48.16	(0.14%)	(1.06)	3.64%	47.10
ReNew Mega Solar Power Private Limited	1.03%	770.71	28.44%	147.84	(0.27%)	(4.06)	11.28%	145.77
ReNew Saur Shakti Private Limited	3.38%	2,525.78	18.04%	93.81	2.23%	17.26	8.59%	111.07
Renew Sol Energy (Jharkhand One) Private Limited	1.62%	1,210.92	(2.04%)	(10.60)	0.00%	-	(0.82%)	(10.60)
ReNew Power Services Private Limited	(3.17%)	(2,369.35)	(55.25%)	(287.22)	(0.07%)	(0.51)	(22.27%)	(287.73)
Renew Sol Energy (Jharkhand Three) Private Limited	2.23%	1,664.50	(1.90%)	(9.86)	0.00%	-	(0.76%)	(9.86)
Renew Sol Energy (Jharkhand Four) Private Limited	1.93%	1,438.53	(1.92%)	(9.98)	0.00%	-	(0.77%)	(9.98)
Renew Sol Energy (Jharkhand Five) Private Limited	1.43%	1,068.26	(1.85%)	(9.62)	0.00%	-	(0.74%)	(9.62)
Renew Solar Energy (Karnataka Two) Private Limited	3.25%	2,426.51	(28.79%)	(149.67)	0.00%	-	(11.58%)	(149.67)
Renew Wind Energy (Karnataka 3) Private Limited	0.61%	457.54	22.16%	115.20	(0.45%)	(3.45)	8.65%	111.75
ReNew Wind Energy (MP Four) Private Limited	0.60%	448.89	3.47%	18.06	(1.14%)	(8.81)	0.72%	9.25
ReNew Wind Energy (MP Three) Private Limited	0.69%	517.17	7.12%	37.02	5.91%	45.69	6.40%	82.70
ReNew Wind Energy (Rajasthan Four) Private Limited	1.23%	917.10	3.97%	20.61	5.27%	40.72	4.75%	61.34
Renew Wind Energy (Maharashtra) Private Limited	0.60%	448.99	2.93%	15.25	7.78%	60.11	5.83%	75.36
Renew Wind Energy (Karnataka 4) Private Limited	0.44%	330.87	0.44%	2.30	0.32%	2.44	0.37%	4.75
Bhumi Prakash Private Limited	0.60%	445.15	0.17%	0.91	6.42%	49.59	3.91%	50.49
Tarun Kiran Bhoomi Private Limited	0.47%	348.36	(0.64%)	(3.33)	(0.38%)	(2.96)	(0.49%)	(6.29)
Renew Wind Energy (AP Five) Private Limited	0.03%	19.83	0.04%	0.23	0.00%	-	0.02%	0.23
Symphony Vyapaar Private Limited	1.26%	944.26	10.77%	55.98	0.00%	-	4.33%	55.98
Lexicon Vanijya Private Limited	1.26%	940.16	9.92%	51.56	0.00%	-	3.99%	51.56
Star Solar Power Private Limited	0.49%	365.35	2.04%	10.59	0.00%	-	0.82%	10.59
Sungold Energy Private Limited	0.51%	377.34	2.05%	10.67	0.00%	-	0.83%	10.67
Renew Wind Energy (Budh 3) Private Limited	2.84%	2,122.84	2.10%	10.91	(1.48%)	(11.41)	(0.04%)	(0.50)
ReNew Wind Energy (TN 2) Private Limited	4.70%	3,513.39	28.82%	149.81	26.46%	204.41	27.41%	354.45

Name of the entity	**Net Assets**		**Share in profit or loss**		**Share in other comprehensive income**		**Share in total comprehensive income**	
	As % of consolidated net assets	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**	**As % of consolidated profit or loss**	**Amount**
ReNew Distributed Solar Services Private Limited	0.18%	133.05	0.29%	1.51	0.00%	-	0.12%	1.51
ReNew Distributed Solar Energy Private Limited	0.21%	155.89	(0.25%)	(1.28)	0.00%	-	(0.10%)	(1.28)
ReNew Distributed Solar Power Private Limited	(0.04%)	(26.53)	(0.36%)	(1.87)	0.00%	-	(0.14%)	(1.87)
ReNew Surya Mitra Private Limited	0.00%	0.03	(0.02%)	(0.08)	0.00%	-	(0.01%)	(0.08)
ReNew Surya Prakash Private Limited	0.23%	168.55	1.40%	7.27	0.00%	-	0.56%	7.27
Renew Saur Vidyut Private Limited	0.41%	306.09	1.29%	6.71	0.00%	-	0.52%	6.71
SunSource Energy Services Private Limited	0.14%	101.65	1.05%	5.44	0.00%	-	0.42%	5.44
Renew Solar Sun Flame Private Limited	0.08%	63.38	0.00%	0.02	0.00%	-	0.00%	0.02
ReNew Solar Daylight Energy Private Limited	0.00%	0.00	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Vivasvat Solar Energy Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Nokor Solar Energy Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Akhilagya Solar Energy Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Abha Sunlight Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Izra Solar Energy Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Nokor Bhoomi Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
Zorya Solar Energy Private Limited	0.00%	2.49	(0.01%)	(0.06)	0.00%	-	(0.00%)	(0.06)
ReNew Transmission Ventures Private Limited	0.00%	0.05	(0.01%)	(0.05)	0.00%	-	(0.00%)	(0.05)
Adyah Solar Energy Private Limited	0.00%	0.05	(0.01%)	(0.05)	0.00%	-	(0.00%)	(0.05)
Ostro Energy Private Limited	2.56%	1,910.73	(59.27%)	(14.72)	0.00%	-	(23.84%)	(14.72)
Ostro Rann Wind Private Limited	0.01%	4.48	(0.08%)	(0.01)	0.00%	-	(0.03%)	(0.01)
Ostro Alpha Wind Private Limited	0.01%	5.42	(0.75%)	(0.07)	0.00%	-	(0.30%)	(0.07)
Ostro Bhesada Wind Private Limited	0.00%	0.25	(0.11%)	(0.01)	0.00%	-	(0.04%)	(0.01)
Ostro Dakshin Power Private Limited	7.25%	5,417.41	1.24%	0.11	0.00%	-	0.50%	0.11
Ostro Dhar Wind Private Limited	0.00%	0.03	(0.21%)	(0.02)	0.00%	-	(0.09%)	(0.02)
Ostro Kutch Wind Private Limited	6.84%	5,109.28	(7.24%)	(0.64)	0.00%	-	(2.91%)	(0.64)
Ostro Kannada Power Private Limited	0.00%	1.89	(0.25%)	(0.02)	0.00%	-	(0.10%)	(0.02)
Ostro Raj Wind Private Limited	0.01%	9.02	(0.10%)	(0.01)	0.00%	-	(0.04%)	(0.01)
Ostro Jaisalmer Private Limited	3.23%	2,413.44	29.60%	2.60	0.00%	-	11.91%	2.60
Ostro Madhya Wind Private Limited	5.40%	4,031.19	40.49%	3.56	0.00%	-	16.29%	3.56
Ostro Mahawind Power Private Limited	4.22%	3,150.43	28.32%	2.49	0.00%	-	11.39%	2.49
Ostro Anantapur Private Limited	6.66%	4,975.76	(15.07%)	(1.32)	0.00%	-	(6.06%)	(1.32)
Ostro Renewables Private Limited	1.45%	1,083.84	5.85%	0.51	0.00%	-	2.35%	0.51
AVP Powerinfra Private Limited	0.96%	718.14	2.74%	0.24	0.00%	-	1.10%	0.24
Badoni Power Private Limited	1.12%	834.29	0.94%	0.08	0.00%	-	0.38%	0.08
Ostro Andhra Wind Private Limited	5.91%	4,415.22	(11.16%)	(0.98)	0.00%	-	(4.49%)	(0.98)
Ostro AP Wind Private Limited	7.15%	5,337.04	(26.62%)	(2.34)	0.00%	-	(10.71%)	(2.34)
Ostro Urja Wind Private Limited	4.69%	3,504.60	6.94%	0.83	0.00%	-	2.79%	0.61
Total Subsidiaries	**94.09%**	**70,265.03**	**55.12%**	**300.31**	**91.51%**	**772.39**	**76.87%**	**1,007.15**
Minority Interests in all subsidiaries								
ReNew Wind Energy (Karnataka) Private Limited	0.04%	27.75	(5.22%)	(27.16)	0.00%	-	(2.10%)	(27.16)
Renew Wind Energy (AP) Private Limited	0.07%	51.29	1.77%	9.18	0.00%	-	0.71%	9.18
Renew Solar Energy (TN) Private Limited	0.00%	1.17	0.01%	0.03	0.00%	-	0.00%	0.03
Renew Solar Energy (Karnataka) Private Limited	0.56%	420.13	(6.76%)	(35.13)	0.00%	-	(2.72%)	(35.13)
Renew Akshay Urja Limited	1.74%	1,296.62	17.49%	90.91	6.24%	48.23	10.77%	139.14
Renew Solar Energy (Telangana) Private Limited	1.52%	1,138.20	15.44%	81.49	2.50%	19.31	7.70%	100.80
ReNew Mega Solar Power Private Limited	0.64%	479.15	19.28%	100.23	(0.26%)	(1.99)	7.60%	98.24
Total Minority	**4.57%**	**3,414.30**	**41.99%**	**219.55**	**8.49%**	**65.55**	**21.97%**	**285.10**
Entities under joint control								
Prathamesh Solarfarms Limited	0.66%	492.00	1.79%	0.03	0.00%	-	0.72%	0.03
Heramba Renewables Limited	0.22%	161.48	(0.07%)	(0.01)	0.00%	-	(0.03%)	(0.01)
Aalok Solarfarms Limited	0.12%	88.65	0.40%	0.03	0.00%	-	0.16%	0.03
Shreyas Solarfarms Limited	0.23%	170.32	0.40%	0.04	0.00%	-	0.16%	0.04
Abha Solarfarms Limited	0.12%	88.45	0.37%	0.03	0.00%	-	0.15%	0.03
Total Entities under joint control	**1.34%**	**1,000.90**	**2.89%**	**0.12**	**0.00%**	**-**	**1.16%**	**0.12**
Total	**100.00%**	**74,680.23**	**100.00%**	**519.98**	**100.00%**	**837.95**	**100.00%**	**1,292.37**

54 Significant accounting judgments, estimates and assumptions

The preparation of consolidated financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgments, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Group based their assumptions and estimates on parameters available when the Consolidated financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, Company is depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 42 and 44 for further disclosures.

55 Absolute amounts less than INR 5,000 are appearing in the financial statements as "0.00" due to presentation in millions.

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of ReNew Power Limited
(formerly known as ReNew Power Private Limited and
ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 16 July 2018

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

[redacted]
Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel: +91 124 681 6000

Limited Review Report

Review Report to
The Board of Directors
ReNew Power Private Limited ("RPPL")

Introduction

We have reviewed the accompanying Unaudited Special Purpose Interim Combined Financial Statements of Restricted Group (consisting of certain specific subsidiaries of RPPL as listed in note 1 of these financial statements, collectively known as the "Restricted Group"), which comprise the combined Balance Sheet as at 30 June 2020 and the related Statement of Profit and Loss including other comprehensive income, the combined Cash Flow Statement and the combined Statement of Changes in Equity for the three months period then ended and the related notes, comprising a summary of the significant accounting policies and other explanatory information (the "Unaudited Special Purpose Interim Combined Financial Statements"). Management of RPPL is responsible for the preparation and presentation of this combined financial statements in accordance with the basis of preparation of Unaudited Special Purpose Interim Combined Financial Statements set out in in Note 3. Our responsibility is to express a conclusion on these Unaudited Special Purpose Interim Combined Financial Statements based on our review.

Scope of Review

We conducted our review 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. 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.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Unaudited Special Purpose Interim Combined Financial Statements are not prepared, in all material respects, in accordance with the basis for preparation as set out in Note 3 to the Unaudited Special Purpose Interim Combined Financial Statements.

Emphasis of Matter

1. We draw attention to note 2 and 3 to the Unaudited Special Purpose Interim Combined Financial Statements, which describes that the Restricted Group has not formed a separate legal group of entities during the period ended 30 June 2020, which also describes the basis of preparation, including the approach to and the purpose for preparing them. Consequently, the Restricted Group's Unaudited Special Purpose Interim Combined Financial Statements may not necessarily be indicative of the financial performances and financial position of the Restricted Group that would have occurred if it had operated as a separate standalone group of entities during the periods presented.

2. We draw attention to note 44 to the Unaudited Special Purpose Interim Combined Financial Statements, related to the recoverability of dues under litigation amounting to Rs. 611 million from Southern Power Distribution Company of A.P. Limited by Zemira Renewable Energy Limited (which is forming part of the Restricted Group). Zemira Renewable Energy Limited has filed Writ Petition/appeal before the Hon'ble High Court of Andhra Pradesh related to these matters. Pending the outcome of the cases, which is not presently determinable, no adjustment has been made to the Unaudited Special Purpose Interim Combined Financial Statements.

   Our conclusion is not modified in respect of the above matters.

Other matter

The Unaudited Special Purpose Combined Financial Statements have been prepared by the management of RPPL solely in connection with the proposed issuance of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor under Voluntary Retention Route as prescribed by the Reserve Bank of India which in turn will issue USD denominated bonds (referred to as "FPI Bonds") to be listed on Singapore Exchange Securities Trading Limited (SGX-ST) for which RPPL is the guarantor and its inclusion in the Offering Memorandum. As a result, the Unaudited Special Purpose Interim Combined Financial Statements may not be suitable for another purpose.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT
CHUGH

Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:37:00 +05'30'

per **Amit Chugh**
Partner
Membership Number: 505224
UDIN: 20505224AAAAHQ1804

Place of Signature: Gurugram
Date: 12 October 2020

Restricted Group

Unaudited Special Purpose Interim Combined Balance Sheet as at 30 June 2020

(Amounts in INR millions, unless otherwise stated)

	Notes	As at 30 June 2020	As at 31 March 2020
Assets			
Non-current assets			
Property, plant and equipment	4	22,629	22,911
Capital work in progress	4	6	6
Goodwill	5	2	2
Other intangible assets	5	457	462
Right of use assets	6	15	15
Financial assets			
Loans	7	87	87
Others	7	0	0
Deferred tax assets (net)	8	142	120
Prepayments	9	10	12
Other non-current assets	10	7	7
Non current tax assets (net)		60	84
Total non-current assets		**23,415**	**23,706**
Current assets			
Inventories	11	14	15
Financial assets			
Derivative instruments	7	-	34
Loans	7	935	935
Trade receivables	12	1,847	1,740
Cash and cash equivalent	13	594	224
Bank balances other than cash and cash equivalent	13	1,772	2,007
Others	7	330	295
Prepayments	9	18	19
Other current assets	10	110	106
Total current assets		**5,620**	**5,375**
Total assets		**29,035**	**29,081**
Equity and liabilities			
Equity			
Equity share capital	14A	439	439
Instruments entirely equity in nature	14B	112	112
Other equity			
Equity component of preference shares	15B	718	718
Securities premium	15C	3,229	3,229
Hedge reserve	15D	-	13
Retained earnings	15E	252	215
Parent's contribution	15F	52	52
Total equity		**4,802**	**4,778**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	16	15,080	14,767
Lease liabilities	17	4	4
Deferred tax liabilities (net)	8	454	404
Other non-current liabilities	18	333	321
Total non-current liabilities		**15,871**	**15,496**
Current liabilities			
Financial liabilities			
Short-term borrowings	19	5,007	5,588
Trade payables			
Outstanding dues to micro enterprises and small enterprises	20	-	-
Others	20	773	730
Lease Liabilities	17	1	1
Other current financial liabilities	21	2,540	2,439
Other current liabilities	22	41	47
Current tax liabilities (net)		-	2
Total current liabilities		**8,362**	**8,807**
Total liabilities		**24,233**	**24,303**
Total equity and liabilities		**29,035**	**29,081**

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP

ICAI Firm Registration No.: 301003E/E300005

Chartered Accountants

AMIT CHUGH

Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:37:26 +05'30'

per Amit Chugh

Partner

Membership No.: 505224

Place: Gurugram

Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA

Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:17:39 +05'30'

Sumant Sinha

(Chairman & Managing Director)

DIN- 00972012

Place: Gurugram

Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI

Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:17:57 +05'30'

D. Muthukumaran

(Chief Financial Officer)

Place: Gurugram

Date: 12 October 2020

ASHISH JAIN

Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:24:33 +05'30'

Ashish Jain

(Company Secretary)

Membership No.: F6508

Place: Gurugram

Date: 12 October 2020

Restricted Group
Unaudited Special Purpose Interim Combined Statement of Profit and Loss for the period ended 30 June 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	For the period ended 30 June 2020	For the period ended 30 June 2019
Income:			
Revenue from operations	23	1,006	1,112
Other income	24	59	56
Total income		**1,065**	**1,168**
Expenses:			
Other expenses	25	131	117
Total expenses		**131**	**117**
Earning before interest, tax, depreciation and amortisation (EBITDA)		**934**	**1,051**
Depreciation and amortisation expense	26	293	292
Finance costs	27	592	558
Profit before tax		**49**	**201**
Tax expense			
Current tax	8	3	28
Deferred tax	8	9	31
Profit for the period	**(a)**	**37**	**142**
Other comprehensive income (OCI)			
Items that will be reclassified to profit and loss in subsequent periods			
Net movement on cash flow hedges		6	(6)
Income tax effect		(19)	2
Net other comprehensive (loss) / income that will be reclassified to profit and loss in subsequent periods	**(b)**	**(13)**	**(4)**
Total comprehensive income for the period	**(a) + (b)**	**24**	**138**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements
As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

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Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:37:46 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:18:19 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:18:36 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:24:50 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Unaudited Special Purpose Interim Combined Statement of Cash Flows for the period ended 30 June 2020

(Amounts in INR millions, unless otherwise stated)

Particulars	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
Cash flow from operating activities		
Profit before tax	**49**	**201**
Adjustments for:		
Depreciation and amortisation expense	293	292
Operation and maintenance reserve	23	26
Interest income	(41)	(38)
Interest expense	584	553
Loss on settlement of derivative instruments designated as cash flow hedge (net)	9	-
Operating profit before working capital changes	**917**	**1,034**
Movement in working capital		
(Increase)/decrease in trade receivables	(106)	(135)
(Increase)/decrease in inventories	1	(3)
(Increase)/decrease in financial assets	(29)	(15)
(Increase)/decrease in other current assets	(3)	-
(Increase)/decrease in other current financial assets	-	0
(Increase)/decrease in prepayments	3	30
Increase/(decrease) in other liabilities	(15)	(35)
Increase/(decrease) in trade payables	43	44
Cash generated from operations	**811**	**920**
Direct taxes paid (net of refunds)	21	(27)
Net cash generated from operating activities	**832**	**893**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including other intangible assets under development, capital creditors and capital advances	(2)	(68)
Redemption/(Investments) of bank deposits having residual maturity more than 3 months	235	(376)
Loan given to related parties	-	(48)
Interest received	33	32
Net cash generated from / (used in) investing activities	**266**	**(460)**
Cash flow from financing activities		
Proceeds from long-term borrowings	585	-
Repayment of long-term borrowings	(252)	(272)
Proceeds from short-term borrowings	-	126
Repayment of short-term borrowings	(550)	-
Interest paid	(511)	(459)
Net cash used in financing activities	**(728)**	**(605)**
Net increase/(decrease) in cash and cash equivalents	**370**	**(172)**
Cash and cash equivalents at the beginning of the period	**224**	**379**
Cash and cash equivalents at the end of the period	**594**	**207**
Components of cash and cash equivalents		
Balances with banks:		
- On current accounts	232	150
- On deposit accounts with original maturity of less than 3 months	362	57
Total cash and cash equivalents (note 13)	**594**	**207**

Restricted Group
Unaudited Special Purpose Interim Combined Statement of Cash Flows for the period ended 30 June 2020
(Amounts in INR millions, unless otherwise stated)

Changes in liabilities arising from financial activities:

Particulars	Opening balance as at 1 April 2020	Cash flows (net)	Other changes*	Closing balance as at 30 June 2020
Long-term borrowings (including current maturities)	16,312	333	(739)	15,906
Short-term borrowings	4,945	(550)	612	5,007
Total liabilities from financing activities	**21,257**	**(217)**	**(127)**	**20,913**

Particulars	Opening balance as at 1 April 2019	Cash flows (net)	Other changes*	Closing balance as at 30 June 2019
Long-term borrowings (including current maturities)	16,596	(272)	(12)	16,312
Short-term borrowings	4,819	126	-	4,945
Total liabilities from financing activities	**21,415**	**(146)**	**(12)**	**21,257**

* other changes includes reinstatement of foreign currency borrowing, adjustment of ancillary borrowing cost and reclassification of loan from related parties.
Refer note 30 for movement in lease liabilities.

Summary of significant accounting policies 3

Notes:
The Statement of Cash Flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:38:07 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:19:19 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:19:00 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:25:19 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Unaudited Special Purpose Interim Combined Statement of changes in equity for the period ended 30 June 2020

(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of entities forming part of the Restricted Group								Total equity
	Equity share capital*	Instruments entirely equity in nature#	Share application money pending allotment#	Equity component of preference shares#	Reserves and surplus#			Items of OCI#	
					Securities premium	Retained earnings	Parent's contribution	Hedge reserve	
	(refer note 14A)	**(refer note 14B)**	**(refer note 15A)**	**(refer note 15B)**	**(refer note 15C)**	**(refer note 15E)**	**(refer note 15F)**	**(refer note 15D)**	
At 1 April 2019	**439**	**112**	**-**	**718**	**3,228**	**451**	**52**	**5**	**5,005**
Profit for the period	-	-	-	-	-	142	-	-	142
Other comprehensive loss (net of taxes)	-	-	-	-	-	-	-	(4)	(4)
At 30 June 2019	**439**	**112**		**718**	**3,228**	**593**	**52**	**1**	**5,143**
Profit for the year	-	-	-	-	-	(378)	-	-	(378)
Other comprehensive income (net of taxes)	-		-	-	-	-	-	12	12
Total comprehensive income	**-**	**-**	**-**	**-**	**-**	**(378)**	**-**	**12**	**(366)**
Equity shares issued during the year	0	-	(1)	-	1	-	-	-	-
Share application money received	-	-	1	-	-	-	-	-	1
At 31 March 2020	**439**	**112**	**-**	**718**	**3,229**	**215**	**52**	**13**	**4,778**
Profit for the period	-	-	-	-	-	37	-	-	37
Other comprehensive loss (net of taxes)	-	-	-	-	-	-	-	(13)	(13)
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**37**	**-**	**(13)**	**24**
At 30 June 2020	**439**	**112**	**-**	**718**	**3,229**	**252**	**52**	**-**	**4,802**

*The Unaudited Special Purpose Interim Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

#Instruments entirely equity in nature, Share application money pending allotment, reserves and surplus and items of OCI represents the aggregate amount of Restricted Group entities as at the respective year ends

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants
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Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
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per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

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Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:19:39 +05'30'
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(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:19:59 +05'30'
D. Muthukumaran
(Chief Financial Office

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:25:43 +05'30'
Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

1 Corporate information

ReNew Power Private Limited (the "Company" or "Parent" or "RPPL") is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 8 November 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

Certain subsidiary companies of the Parent and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) which are collectively referred to as the 'Restricted Group' (as more clearly explained in the note below) intends to issue INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).

Name of entity	Holding Company	Holding percentage
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited	66%
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited	100%
Shruti Power Projects Private Limited (acquired on 16 September 16)	ReNew Power Private Limited	100%
Pugalur ReNewable Private Limited	ReNew Power Private Limited	100%
Bidwal ReNewable Private Limited	ReNew Power Private Limited	100%
Zemira ReNewable Energy Limited (acquired on 31 March 18)	ReNew Power Private Limited	100%
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*	100%
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*	100%
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*	100%

* ReNew Solar Power Private Limited is a wholly owned subsidiary of ReNew Power Private Limited

Entities forming part of the restricted group listed above are incorporated in India and are engaged in generation of power through non-conventional and renewable energy sources.

The Unaudited Special Purpose Interim Combined Financial Statements were approved for issue in accordance with a resolution of the directors on 10th October 2020.

2 Purpose of Unaudited Special Purpose Interim Combined Financial Statements

The Interim Combined Financial Statements are Unaudited Special Purpose Financial Statements which have been prepared for the purpose of the proposed issue of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST). The Unaudited Special Purpose Interim Combined Financial Statements presented herein reflect the Restricted Group's results of operations, assets and liabilities and cash flows for the periods presented. The basis of preparation and significant accounting policies used in preparation of these Unaudited Special Purpose Interim Combined Financial Statements are set out in Note 3 below.

3 Significant accounting policies

3.1 Basis of preparation

The Unaudited Special Purpose Interim Combined Financial Statements have been prepared in accordance with the recognition and measurement principles of Ind AS 34 "Interim Financial Reporting" notified under Section 133 of the Companies Act, 2013 as amended from time to time, (except Ind AS 33, Earnings per Share), read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended) issued there under, presentation requirements of Division II of Schedule III to the Companies Act, 2013, (Ind AS compliant Schedule III), as applicable and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accounts of India (the "Guidance Note") and other accounting principles generally accepted in India.

Management of the Parent company has prepared the Unaudited Special Purpose Interim Combined Financial Statements which comprise the Unaudited Interim Combined Balance Sheet as at 30 June 2020, the Unaudited Interim Combined Statement of Profit and Loss including other comprehensive income, Unaudited Interim Combined Statement of Cash Flows and Unaudited Interim Combined Statement of Changes in Equity for the period ended 30 June 2020, a summary of the significant accounting policies and other explanatory Information.

Management has prepared these Unaudited Special Purpose Interim Combined Financial Statements to depict the historical cost of the Restricted Group except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments,
- Certain financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

All intercompany transactions and balances within the Restricted Group have been eliminated in full. The transactions that have taken place with other related parties of entities forming part of the Restricted Group but not forming part of the Restricted Group have been disclosed in accordance with Ind AS 24 Related Party Disclosures.

The Unaudited Special Purpose Interim Combined Financial Statements are not necessarily indicative of the financial performance, financial position and cash flows of the Restricted Group that would have occurred if it had operated as a separate stand-alone Group of entities during the period presented nor of the Restricted Group’s future performance. The items in the Unaudited Special Purpose Interim Combined Financial Statements have been classified considering the principles under Ind AS 1, Presentation of Financial Statements and Division II of Schedule III of Companies Act 2013.

3.2 Basis of combination

The Unaudited Special Purpose Interim Combined Financial Statements have been prepared by combining like items of assets, liabilities. equity, income, expenses and cash flows of the entities forming part of Restricted Group. All the intragroup assets and liabilities, equity, income, expenses and cash flows relating to entities forming part of Restricted Group have been eliminated and profits or losses arising from intragroup transactions that are recognised in assets, such as inventory and fixed assets have been eliminated in full. All the inter-group transactions are undertaken on Arms Lengths basis. The resulting financial position may not be that which might have existed if the combining businesses had been a stand-alone business.

The carrying values pertaining to an entity, as reflected in the consolidated financial statements of the Parent, are used for the purpose of preparing Unaudited Special Purpose Interim Combined Financial Statements including fair value adjustment to assets and liabilities on acquisition along with corresponding impact on deferred taxes.

The non-controlling interest held by outsiders amount to INR 139 and INR 123 as of 30 June 2020 and 31 March 2020 respectively.

Share capital and reserves disclosed in the Unaudited Special Purpose Interim combined financial statements is not the legal capital and reserves of the Restricted Group and is the aggregation of the share capital and reserves of the individual combining entities.

Income taxes are arrived at by aggregation of the tax expenses actually incurred by the combining businesses, after considering the tax effects of any adjustments which is in accordance with the Guidance Note.

The accounting policies and estimates adopted in the preparation of the Unaudited Special Purpose Interim Combined Financial Statements are consistent with those used in the Special Purpose Combined Financial Statements for the year ended 31 March 2020.

Business Combination and Goodwill

Business combinations are accounted for using the acquisition method in the consolidated financial statements of the Parent

At the acquisition date of an entity being part of the Restricted Group by the Parent, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired are measured at the basis indicated below:

- Deferred tax assets or liabilities are recognised and measured in accordance with Ind AS 12 Income Tax.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12

At the acquisition date of an entity being part of the Restricted Group by the Parent, the Parent assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred by the Parent over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Parent re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as Parent's contribution in Other Equity.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Restricted Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

There are no business combinations made by any of the entities forming part of Restricted Group.

3.3 Summary of significant accounting policies

a) Current versus non-current classification

The Restricted Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The entities forming part of the Restricted Group have identified twelve months as their operating cycle for classification of their current assets and liabilities.

b) Fair value measurement

The entities forming part of the Restricted Group measure financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the entities forming part of the Restricted Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The entities forming part of the Restricted Group use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the entities forming part of the Restricted Group have determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

At each reporting date, the management of the entities forming part of the Restricted Group analyse the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Restricted Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the entities forming part of the Restricted Group determine whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

· Disclosures for significant estimates and assumptions (Refer Note 40)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 35)
· Financial instruments (including those carried at amortised cost) (Refer Note 34 and 35)

c) Revenue recognition

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. The Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of power

Income from supply of power is recognised over time on the supply of units generated from plant to the grid as per terms of the Power Purchase Agreement (PPA) entered into with the customers.

The entities forming part of Restricted Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Group considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction price - remaining performance obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Group expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Group has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity's performance completed to date.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Group provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Group applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from liquidated damages and interest on advances

Income from liquidated damages and interest on advance is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the entities forming part of the Restricted Group to receive dividend is established by the reporting date.

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. When calculating the effective interest rate, the entities forming part of the Restricted Group estimate the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in other income in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.

Income from government grants

Refer note (f) for accounting policy.

Contract balances :

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the entities forming part of Restricted Group perform by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the entities forming part of Restricted Group have received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the entities forming part of Restricted Group transfer goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the entities forming part of Restricted Group perform under the contract.

(iii) Trade receivables

A receivable represents the right of entities forming part of Restricted Group to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (n) Financial instruments – initial recognition and subsequent measurement.

d) Foreign currencies

The Restricted Group Financial Statements are presented in Indian rupees (INR), which is also the functional currency of all entities forming part of Restricted Group. Functional currency is the currency of the primary economic environment in which the entities forming part of Restricted Group operates and is normally the currency in which the entities forming part of Restricted Group primarily generates and expends cash.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Restricted Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit and loss.

e) Income taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where the entities forming part of the Restricted Group are entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the entities forming part of the Restricted Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the entities forming part of the Restricted Group will pay normal income tax. Accordingly, MAT is recognised as deferred tax asset in the Unaudited Special Purpose Interim Combined Balance Sheet when it is probable that future economic benefit associated with it will flow to the entities forming part of the Restricted Group.

f) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant is related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant is related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the entities forming part of the Restricted Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to Statement of Profit and Loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The entities forming part of the Restricted Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission renewable certificates have been recognised as other income.

Generation based incentive

Generation based incentive is recognized on the basis of supply of units generated by the entities forming part of the Restricted Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

g) Property, plant and equipment

On transition date to Ind AS, the entities forming part of the restricted group have elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Capital work in progress and freehold land are stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment except freehold land is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Restricted group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the entities forming part of the Restricted Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss when the asset is derecognised.

Gains or losses arising from de-recognition of fixed assets are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Statement of Profit and Loss when the asset is derecognized.

h) Depreciation / amortisation of property, plant and equipment and intangibles

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	Useful life (in years)
Plant and equipment (wind and solar power projects)*	18-25
Furniture & fixture	10
Office equipment	5
Computers	3
Customer contracts	Life of respective power purchase agreements

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment and other intangible assets are reviewed at each financial year end and adjusted prospectively, if appropriate.

i) Leases

The Restricted Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

Entities forming part of Restricted Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. Entities forming part of Restricted Group recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets

Entities forming part of Restricted Group recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over shorter of the lease term and the estimated useful lives of the assets.

If ownership of the leased asset transfers to the respective entities at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.
The right-of-use assets are also subject to impairment. Refer to the accounting policies in section (l) Impairment of non-financial assets.

ii) Lease liabilities

At the commencement date of the lease, the entities forming part of Restricted Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including insubstance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the respective entities and payments of penalties for terminating the lease, if the lease term reflects the respective entities exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses (unless they are incurred to produce inventories) in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the entities forming part of Restricted Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The entities forming part of Restricted Group applies the short-term lease recognition exemption to its short-term leases (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognised as expense on a straight-line basis over the lease term.

As a lessor

Leases in which the entities forming part of Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

j) Inventories

Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Impairment of non-financial assets

The entities forming part of the Restricted Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the entities forming part of the Restricted Group estimate the asset’s recoverable amount. An asset’s recoverable amount is the higher of an asset’s or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The entities forming part of the Restricted Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Restricted Group’s CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the entities forming part of the Restricted Group extrapolate cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the entities forming part of the Restricted Group estimate the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying value of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

Goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group’s cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

m) Provisions

Provisions are recognised when the entities forming part of the Restricted Group have a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the entities forming part of the Restricted Group expect some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

n) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the entities forming part of the Restricted Group commit to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A 'debt instrument' is measured at the amortised cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and

b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance expense in the Statement of Profit and Loss. The losses arising from impairment are recognised in the Statement of Profit and Loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A 'debt instrument' is classified as at the FVTOCI if both of the following criteria are met:

a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

b) The asset's contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the entities forming part of the Restricted Group recognize interest income, impairment losses and reversals and foreign exchange gain or loss in the Statement of Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the entities forming part of the Restricted Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as 'accounting mismatch'). The entities forming part of the Restricted Group have not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the entities forming part of the Restricted Group may make an irrevocable election to present the subsequent changes in the fair value in OCI. The entities forming part of the Restricted Group make such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the entities forming part of the Restricted Group decide to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the entities forming part of the Restricted Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:

- The rights to receive cash flows from the asset have expired, or
- The entities forming part of the respective Restricted Group have transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and

Either the entities forming part of the Restricted Group have transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the entities forming part of the Restricted Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the entities forming part of the Restricted Group continue to recognise the transferred asset to the extent of the continuing involvement of the entities forming part of the Restricted Group. In that case, the entities forming part of the Restricted Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the entities forming part of the Restricted Group have retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the entities forming part of the Restricted Group could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the Restricted Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.

The entities forming part of the Restricted Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the entities forming part of the Restricted Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the entities forming part of the Restricted Group determine that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs. The financial liabilities of the entities forming part of the Restricted Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement

The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in Statement of Profit and Loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The entities forming part of the Restricted Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Redeemable non convertible preference shares

Redeemable non convertible preference shares are separated into liability and equity components based on the terms of the contract. On issuance of the redeemable non convertible preference shares, the fair value of the liability component is determined using a market interest rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion. The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity. Transaction costs are deducted from equity, net of associated income tax.

Compulsorily Convertible Preference shares (CCPS)

Compulsorily Convertible Preference shares are accounted for as Instruments entirely equity in nature since conversion option meets Ind AS 32 criteria for fixed to fixed classification and the dividend distribution is discretionary in nature.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

o) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

Entities forming part of restricted group uses derivative financial instruments, such as interest rate swaps and call/put options etc., to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:
- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the entities forming part of restricted group formally designates and documents the hedge relationship to which the restricted group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the restricted group’s risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument’s fair value in offsetting the exposure to changes in the hedged item’s fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.
Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.
The entities forming part of restricted group uses interest rate swaps and call/put options etc. as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Unaudited Special Purpose Interim Combined Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.
If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

p) Cash and cash equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the entities forming part of the Restricted Group's cash management.

q) Measurement of EBITDA

The Restricted Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Restricted Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

r) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date upto the date of the approval for issue of these Spcecial Purpose Combined Financial Statements by the Board of Directors of the respective entities are adjusted to respective assets and liabilities.

The entities forming part of the Restricted Group do not adjust the amounts recognised in its Special Puporse Combined Financial Statements to reflect non-adjusting events after the reporting period.

The entities forming part of the Restricted Group make disclosures in the financial statement in cases of significant events.

s) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entities forming part of the Restricted Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

4 Property, plant and equipment

	Freehold Land #	Plant and equipment	Office equipment	Furniture & fixtures	Computers	Total property, plant and equipment	Capital work in progress**
Cost							
At 1 April 2019	762	25,299	0	2	1	26,064	35
Additions during the period	17	1	0	-	1	19	1
Adjustment*	(3)	3	-	-	-	-	-
Capitalised during the period@	-	-	-	-	-	-	(1)
At 30 June 2019	**776**	**25,303**	**0**	**2**	**2**	**26,083**	**35**
Additions during the period @	10	36	0	-	1	47	7
Adjustment*	(3)	(5)	-	-	-	(8)	-
Capitalised during the period	-	-	-	-	-	-	(36)
At 31 March 2020	**783**	**25,334**	**-**	**2**	**3**	**26,122**	**6**
Additions during the period	5	-	-	-	0	5	0
At 30 June 2020	**788**	**25,334**	**0**	**2**	**3**	**26,127**	**6**
Accumulated depreciation							
At 1 April 2019	-	2,055	0	1	0	2,056	-
Charge for the period (refer note 26)	-	287	0	0	0	287	-
At 30 June 2019	**-**	**2,342**	**0**	**1**	**0**	**2,343**	**-**
Charge for the period (refer note 26)	-	867	0	(0)	1	868	-
At 31 March 2020	**-**	**3,209**	**0**	**1**	**1**	**3,211**	**-**
Charge for the period (refer note 26)	-	288	0	0	0	288	-
At 30 June 2020	**-**	**3,496**	**0**	**1**	**1**	**3,498**	**-**
Net book value							
At 31 March 2020	**783**	**22,125**	**(0)**	**1**	**2**	**22,911**	**6**
At 30 June 2020	**788**	**21,838**	**(0)**	**1**	**2**	**22,629**	**6**

# The title of land amounting to INR 86 as on 30 June 2020 (31 March 2020 INR 86) is not yet in the name of respective entities forming part of the Restricted Group. Further, the title of freehold land amounting to INR 161 as on 30 June 2020 (31 March 2020 INR 161) is held by way General Power of Attorney (GPA). The respective entities forming part of Restricted Group are in process of registration of title deeds of these freehold lands.

@ Capitalised borrowing Costs
The amount of borrowing cost capitalised in the property, plant and equipment assets during the period ended 30 June 2020 is INR Nil (31 March 2020 INR Nil). The rate used to determine the amount of borrowing cost eligible for capitalisation was the effective interest rate of the specific borrowing.

*** Adjustment pertains to following**
- Adjustment during the period pertains to actualisation of certain provisional capitalisation on full and final settlement with the vendor.

****Asset under construction**
Capital work in progress comprises of expenditure with respect to construction of solar power plants.

Mortgage and hypothecation on Property, plant and equipment:
Property, plant and equipment with a carrying amount of INR 22,635 (31 March 2020: INR 22,917) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institutions and buyer's credit as disclosed in Note 16.

5 Other intangible assets	**Customer contracts**	**Total intangibles**	**Goodwill**
Cost			
At 1 April 2019	505	505	2
At 30 June 2019	**505**	**505**	**2**
At 31 March 2020	**505**	**505**	**2**
At 30 June 2020	**505**	**505**	**2**
Amortisation			
At 1 April 2019	23	23	-
Amortisation for the period (refer note 26)	5	5	-
At 30 June 2019	**28**	**28**	-
Amortisation for the period (refer note 26)	15	15	-
At 31 March 2020	**43**	**43**	-
Amortisation for the period (refer note 26)	5	5	-
At 30 June 2020	**48**	**48**	-
Net book value			
At 31 March 2020	**462**	**462**	**2**
At 30 June 2020	**457**	**457**	**2**

Mortgage and hypothecation on Customer contracts

Customer contracts with a carrying amount of INR 457 (31 March 2020: INR 462) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institutions and buyer's credit as disclosed in Note 16.

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6 Right of use assets

Particulars	Land	Total
As at 1 April 2019	**16**	**16**
Depreciation charged to profit and loss during the period (refer note 26)	0	0
As at 30 June 2019	**16**	**16**
Depreciation charged to profit and loss during the period (refer note 26)	1	1
As at 31 March 2020	**15**	**15**
Depreciation charged to profit and loss during the period (refer note 26)	0	0
As at 30 June 2020	**15**	**15**

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7 Financial assets	**As at 30 June 2020**	**As at 31 March 2020**
Non-current		
Financial Assets at amortised cost		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	-	0
Loans to related parties (refer note 29)	87	87
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**87**	**87**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	-	34
Total	**-**	**34**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 13)	0	0
Total	**0**	**0**
Current (unsecured, considered good unless stated otherwise)		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiary - redeemable non cumulative preference shares (refer note 29)	887	887
Security deposits	0	-
Loans to related parties (refer note 29)	48	48
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**935**	**935**
Others		
Government grants*		
- Generation based incentive receivable	37	29
Recoverable from related parties (refer note 29)	177	158
Interest accrued on fixed deposits	53	50
Interest accrued on loans to related parties (refer note 29)	61	58
Others	2	-
Total	**330**	**295**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the entities forming part of the Restricted Group. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the entities forming part of Restricted Group either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

8 Deferred tax

(a) Deferred tax assets (net)

		As at 30 June 2020	As at 31 March 2020
Deferred tax relates to the following:			
Deferred tax related to items recognised in Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		1,559	1,528
Right of use asset net of lease liabilities		0	0
	(a)	1,559	1,528
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		1,661	1,609
Provision for operation and maintenance		26	25
Unused tax credits (MAT)		14	14
	(b)	1,701	1,648
Deferred tax assets (net)	**(c) = (b) - (a)**	**142**	**120**

(b) Deferred tax liabilities (net)

		As at 30 June 2020	As at 31 March 2020
Deferred tax relates to the following:			
Deferred tax recognised through Goodwill		11	11
	(d)	**11**	**11**
Deferred tax liabilities recognised through Equity			
Compound financial instruments		253	253
	(e)	**253**	**253**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Loss on mark to market of derivative instruments		-	19
	(f)	**-**	**19**
Deferred tax related to items recognised in Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		1,768	1,702
Right of use assets net of lease liabilities		-	0
Unamortised ancillary borrowing cost		1	1
	(g)	**1,769**	**1,703**
Deferred tax assets (gross)			
Operation and maintenance		65	63
Compound financial instruments		14	13
Unused tax credit (MAT)		-	-
Losses available for offsetting against future taxable income		1,500	1,468
	(h)	**1,579**	**1,544**
Deferred tax liabilities (net)	**(j) = (d) + (e) + (g) - (f) - (h)**	**454**	**404**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	For the period ended 30 June 2020	For the period ended 30 June 2019
Accounting profit before income tax	**49**	**201**
Tax at the India's tax rate of 23.89% (30 June 2019: 26%)	12	51
Imapct of ICDS related to hedge contracts routed through OCI	-	4
Effect of entities with losses, tax rate differences and other combination adjustments	0	(8)
Changes in estimates on recoverability of unused tax credit (MAT)	-	11
Adjustment of tax relating to earlier periods	-	1
Others deductible or non-deductible items	-	0
At the effective income tax rate	**12**	**59**
Current tax expense reported in the Statement of Profit and Loss	3	28
Deferred tax expense reported in the Statement of Profit and Loss*	9	31
	12	**59**

*** Where deferred tax expense relates to the following :**		
Compound financial instruments	(1)	(1)
Losses available for offsetting against future taxable Income	(83)	(63)
Preliminary expenses not written off under tax laws	-	0
Amortisation of ancillary borrowing cost	(0)	(0)
Right of use	-	0
Lease liability	(0)	(0)
Difference in WDV as per books of accounts and tax laws	97	118
Operation and maintenance	(4)	(6)
Unused tax credit (MAT)	-	(17)
Business Combination	(0)	(0)
	9	**31**

Reconciliation of deferred tax assets (net):

	31 March 2020	31 March 2019
Opening balance of DTA/(DTL) (net)	**(284)**	**(148)**
Deferred tax income/(expense) during the year recognised in profit and loss	(9)	(157)
Deferred tax income/(expense) during the year recognised in OCI	(19)	21
Closing balance of DTA/(DTL) (net)	**(312)**	**(284)**

Current tax expense and Deferred tax expense are recognized for the period ended 30 June 2020 on the basis of the best estimate of the annual effective tax rate for the financial year ended 31 March 2021. Hence, disclosure for the amount (and expiry date, if any) of deductible temporary differences, unused tax losses, and unused tax credits for which no deferred tax asset are recognised in the balance sheet shall be reported along with annual financial statements when the actual income tax computation is available.

9 Prepayments	**As at 30 June 2020**	**As at 31 March 2020**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	10	12
Total	**10**	**12**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	18	19
Total	**18**	**19**

10 Other assets	**As at 30 June 2020**	**As at 31 March 2020**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	4	4
Advances recoverable	3	3
Security deposits	0	0
Balances with government authorities	0	0
Total	**7**	**7**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable	110	104
Balances with government authorities	-	2
Total	**110**	**106**

11 Inventories	**As at 30 June 2020**	**As at 31 March 2020**
Consumables and spares	14	15
Total	**14**	**15**

12 Trade receivables	**As at 30 June 2020**	**As at 31 March 2020**
Unsecured, considered good	1,847	1,740
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	2	-
	1,849	1,740
Less: Impairment allowance for bad and doubtful debts	(2)	-
Total	**1,847**	**1,740**

No trade or other receivables are due from directors or other officers of the entities forming part of the Restricted Group either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days.

13 Cash and cash equivalents	**As at 30 June 2020**	**As at 31 March 2020**
Cash and cash equivalents		
Balance with bank		
- On current accounts	232	167
- Deposits with original maturity of less than 3 months	362	57
Total	**594**	**224**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	1,772	2,007
- Remaining maturity for more than twelve months #	0	0
	1,772	**2,007**
Less: amount disclosed under financial assets (others) (Note 7)	(0)	(0)
Total	**1,772**	**2,007**

# Fixed deposits of INR 530 (31 March 2020: INR 558) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 to 1826 days and carry an interest rate of 2.75% to 8.00% which is receivable on maturity.

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14 Share capital

The Unaudited Special Purpose Interim Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2019	57,545,000	575
At 31 March 2020	57,545,000	575
At 30 June 2020	**57,545,000**	**575**
0.0001% compulsory convertible preference shares of INR 10 each		
At 1 April 2019	13,650,000	137
At 31 March 2020	13,650,000	137
At 30 June 2020	**13,650,000**	**137**
0.0001% redeemable non cumulative preference shares of INR 10 each		
At 1 April 2019	11,875,000	119
At 31 March 2020	11,875,000	119
At 30 June 2020	**11,875,000**	**119**

	Issued share capital	**Number of shares**	**Amount**
14A	**Equity shares of INR 10 each issued, subscribed and paid up**		
	At 1 April 2019	43,873,930	439
	Shares issued during the year	3,650	0
	At 31 March 2020	43,877,580	439
	At 30 June 2020	**43,877,580**	**439**

Terms/rights attached to equity shares

The entities forming part of Restricted Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the entities forming part of Restricted Group will pay dividends in Indian rupees.
In the event of liquidation of entities forming part of the Restricted Group, the holders of equity shares of such Company will be entitled to receive remaining assets of the respective entity, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective entity.

14B Instruments entirely equity in nature

0.0001% compulsorily convertible preference shares of INR 10 each

	Number of shares	**Amount**
At 1 April 2019	11,153,350	112
At 31 March 2020	11,153,350	112
At 30 June 2020	**11,153,350**	**112**

Terms/rights attached to preference shares

0.0001% compulsorily convertible preference shares (face value Rs 10 each) (CCPS)
Renew Wind Energy (AP) Private Limited issued 3,059,600 CCPS in financial year 2014-15 and 8,093,750 CCPS during the FY ended March 31, 2016 of Rs.10 each fully paid-up at a premium of Rs. 90 per share. CCPS carry non cumulative dividend @ 0.001%. The company declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

CCPS do not carry voting rights and are transferable. CCPS of 8,093,750 and 3,059,600 shall be compulsorily converted into one equity share for each preference share at the price of Rs. 100 per share in August 2035 and January 2034 respectively.

In the event of Liquidation of the Company, the holders of CCPS shall be entitled to receive an amount that equal to the face value of CCPS. The remaining assets and funds of the Company available for distribution to shareholders of the Company shall be distributed among all holders of CCPS and equity shares based on the number of equity shares held by each of them.

14C Shares held by the holding company

	As at 31 March 2020		**As at 31 March 2019**	
	Number of shares	**Amount**	**Number of shares**	**Amount**
ReNew Solar Power Private Limited*				
Equity shares of INR 10 each	50,000	1	50,000	1
ReNew Power Private Limited*				
Equity shares of INR 10 each	43,706,050	437	43,705,850	437
0.0001% compulsorily convertible preference shares of INR 10 each	11,153,350	112	11,153,350	112
0.0001% redeemable non cumulative preference shares of INR 10 each	114,735,700	1,147	114,735,700	1,147

*for details of relationship with the respective entities of the Restricted Group refer note 29.

14D No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

14E	**Details of shareholders holding more than 5% shares in the Restricted Group**	**As at 31 March 2020**		**As at 31 March 2019**	
		Number	**% Holding**	**Number**	**% Holding**
	Equity shares of INR 10 each				
	ReNew Power Private Limited*	43,706,050	99.61%	43,705,850	99.62%
	0.0001% redeemable non cumulative preference shares of INR 10 each				
	ReNew Power Private Limited*	114,735,700	100.00%	114,735,700	100.00%
	0.0001% compulsorily convertible preference shares of INR 10 each				
	ReNew Power Private Limited*	11,153,350	100.00%	11,153,350	100.00%

As per the records of the entities forming part of the Restricted Group, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.
*for details of relationship with the respective entities of the Restricted Group refer note 29.

15 Other equity

15A	**Share application money pending allotment**	
	At 1 April 2019	-
	Share application money received	1
	Equity shares issued during the year	(1)
	At 31 March 2020	-
	At 30 June 2020	-

15B Equity component of preference shares:

0.0001% redeemable non cumulative preference shares of INR 10 each (including share premium of INR 90 each)	**Number of shares**	**Total proceeds**	**Liability component (refer note 16)**	**Equity component****
At 1 April 2019	114,735,700	1,147	178	718
Accretion during the year	-	-	18	-
At 31 March 2020	114,735,700	1,147	196	718
Accretion during the period	-	-	5	-
At 30 June 2020	**114,735,700**	**1,147**	**201**	**718**

(**Adjusted for deferred tax at inception)

Terms/rights attached to preference shares

0.0001% redeemable non cumulative preference shares (RNCPS)

Pugalur Renewable Private Limited issued 63,205,700 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. The Pugalur Renewable Private Limited declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of the Pugalur Renewable Private Limited is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of Pugalur Renewable Private Limited, the RNCPS shall be entitled to receive in preference to the equity shareholders of the Pugalur Renewable Private Limited, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

0.0001% redeemable non cumulative preference shares (RNCPS)

Bidwal Renewable Private Limited issued 51,530,000 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. Bidwal Renewable Private Limited declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of Bidwal Renewable Private Limited is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of Bidwal Renewable Private Limited, the RNCPS shall be entitled to receive in preference to the equity shareholders of Bidwal Renewable Private Limited, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

15C	**Securities premium**	
	At 1 April 2019	3,228
	Premium on issue of equity shares during the year	1
	At 31 March 2020	**3,229**
	At 30 June 2020	**3,229**

Nature and purpose
Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

15D Hedge reserve

At 1 April 2019	5
Movement in hedge reserve, net of taxes (refer note 32)	8
At 31 March 2020	**13**
Movement in hedge reserve, net of taxes (refer note 32)	(13)
At 30 June 2020	**-**

Nature and purpose

The Restricted Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the entities forming part of Restricted Group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the Statement of Profit and Loss when the hedged item affects profit and loss (example: principal and interest payments).

15E Retained earnings

At 1 April 2019	451
Loss for the year	(236)
At 31 March 2020	**215**
Profit for the period	37
At 30 June 2020	**252**

15F Parent's contribution

At 1 April 2019	**52**
At 31 March 2020	**52**
At 30 June 2020	**52**

Nature and purpose

The Parent has carried fair value adjustment to assets and liabilities (net of deferred tax) in its consolidated financial statements on acquisition of entities forming part of restricted group. These fair value adjustment to assets and liabilities (net of deferred tax) has been reflected in Combined financial statements of Restricted Group in accordance with requirement of the Guidance Note with corresponding credit being recognised as Parent’s contribution.

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16 Long-term borrowings	Nominal interest rate %	Maturity	Non-current 30 June 2020	Non-current 31 March 2020	Current 30 June 2020	Current 31 March 2020
Term loan from bank (secured)	9.45% - 12.10%	December 2026-March 2035	5,320	5,020	399	298
Term loan from financial institutions (secured)	9.92% - 14.45%	September 2031-March 2036	9,559	9,551	427	496
Liability component of preference shares (refer note 15B)	0.0001%	March 2038	201	196	-	-
Total long-term borrowings			**15,080**	**14,767**	**826**	**794**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 21)			-	-	(826)	(794)
			15,080	**14,767**	**-**	**-**

Notes:

(i) **Term loan from bank (secured)**
Term loan from banks are secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the entities forming part of the Restricted Group.

(ii) **Term loan from financial institutions (secured)**
Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, other intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective company.

(iii) All the loans are covered by corporate guarantee of ReNew Power Private Limited.

(iv) Zemira Renewables Private Limited (referred to as “Zemira”) has an outstanding term loan balance of INR 3,081 from Piramal Capital & Housing Finance Limited and PHL FINVEST Private Limited (collectively referred to as “Piramal”) as at 30 June 2020. As per terms of agreement with Piramal, principal instalment of INR 29 and interest of INR 33 was due on 30 June 2020 against which Zemira has availed moratorium from the Piramal till 30 September 2020 through approval letters dated 28 July 2020 under “Reserve Bank of India’s COVID 19 - Regulatory Package dated 27 March 2020”. Subsequently on 23 September 2020, Zemira issued 14.45% redeemable Non-Convertible debentures (referred to as “NCDs”) amounting to INR 3,075 to India Investment Opportunities Fund. On 24 September 2020, the outstanding balance for existing term loan increased to INR 3,181 (with accrual of interest till such date) and the proceeds from NCDs have been utilised to partially repay the term loan balance to an extent of INR 3,075. Zemira plans to issue further NCDs to repay the remaining unpaid balance of existing term loan i.e. INR 106 and repay such balance by 31 March 2021. The NCDs issued, are repayable in quarterly instalments starting from September 2020 to March 2036.

(v) Entities forming part of the Restricted Group have not created charge on security against outstanding loan balances given below mainly on account of pending approvals from government agencies with respect to land mortgages. The charge will be created as and when the respective entities get the necessary approvals from these agencies. None of the entities listed below have received any approval till date.

Company Name	**Lender Name**	**Outstanding loan**
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	350
Renew Wind Energy (AP) Private Limited	IFCI LTD	1,230
Renew Wind Energy (AP 3) Private Limited	Ptc Financial Services Pvt. Ltd.	835
Shruti Power Private Limited	IDFC Infra Debt Fund Limited	450
Pugalur Renewable Private Limited	Indusind Bank Ltd	500
Pugalur Renewable Private Limited	Rural Electrification Corporation Ltd	2,740
Bidwal Renewable Private Limited	Indusind Bank Ltd	712
Bidwal Renewable Private Limited	Rural Electrification Corporation Ltd	1,792
ReNew Wind Energy (Rajasthan Four) Private Limited	IDFC Bank Ltd.	536
ReNew Wind Energy (Rajasthan Four) Private Limited	Tata Cleantech Capital Ltd.	70
Renew Wind Energy (Maharashtra) Private Limited	IDFC Bank Ltd.	754
Renew Wind Energy (Maharashtra) Private Limited	Tata Cleantech Capital Ltd.	73
Bhumi Prakash Private Limited	IDFC Bank Ltd.	528
Bhumi Prakash Private Limited	Tata Cleantech Capital Ltd.	72
Bhumi Prakash Private Limited	Union Bank Ltd.	289
Tarun Kiran Bhoomi Private Limited	IDFC Bank Ltd.	852
Tarun Kiran Bhoomi Private Limited	Tata Cleantech Capital Ltd.	54
Total		**11,837**

(vi) ReNew Solar Power Private Limited has pledged as on 30 June 2020 25,500 (31 March 2020: 25,500) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

(vii) ReNew Power Private Limited has pledged as on 30 June 2020 28,431,922 (31 March 2020: 28,431,922) equity shares and as on 30 June 2020 65,838,365 (31 March 2020:65,838,365) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

17 Lease liabilities	**As at 30 June 2020**	**As at 31 March 2020**
Non-current		
Lease liabilities (refer note 30)	4	4
Total	**4**	**4**
Current		
Lease liabilities (refer note 30)	1	1
Total	**1**	**1**

18 Other non-current liabilities	**As at 30 June 2020**	**As at 31 March 2020**
Provision for operation and maintenance equalisation	333	321
Total	**333**	**321**

19 Short term borrowings	**As at 30 June 2020**	**As at 31 March 2020**
Working capital term loan (secured)	1,230	1,229
Loan from related party (unsecured) (refer note 29)	3,777	3,777
Buyer's / Supplier's credit (secured)	-	582
Total	**5,007**	**5,588**

Working capital term loan (secured)

The term loan from IFCI Limited availed by ReNew Wind Energy (AP) Private Limited carries an interest rate of 10.35% and is repayable with a bullet payment at the end of the tenure of 365 days. It is secured by first pari-passu charge by way of hypothecation of all moveable and immovable fixed assets and current assets of ReNew Wind Energy (AP) Private Limited including book debts, operating cash flows, receivables, commissions, insurance proceeds of performance warranty and revenues, bank accounts and contracts in relation to the subject project.

As per terms of agreement with IFCI Limited, the maturity date of the loan was 15 May 2020. ReNew Wind Energy (AP3) availed moratorium on the principal payment till 15 August 2020 through an approval letter dated 24 April 2020, further extended till 15 November 2020 through an approval letter dated 09 September 2020 under the “Reserve Bank of India’s COVID 19 – Regulatory Package dated 27 March 2020”.

Loan from related party (unsecured)

Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

Buyer's / Supplier's credit (secured)

Buyer's/Supplier credits carries an interest rate of 1 month Libor 80 bps to 3 month Libor 110 bps and 6 month Libor 90 bps to 6 month Libor 110 bps. These are secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the respective Company forming part of the Restricted Group. Creation of charge by way of mortgage and assignment is under process.

20 Trade payables	**As at 30 June 2020**	**As at 31 March 2020**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 38)	-	-
Others	773	730
Total	**773**	**730**

21 Other current financial liabilities	**As at 30 June 2020**	**As at 31 March 2020**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 16)	826	794
Others		
Interest accrued but not due on borrowings	947	878
Capital creditors	767	767
Total	**2,540**	**2,439**

22 Other current liabilities	**As at 30 June 2020**	**As at 31 March 2020**
Provision for operation and maintenance equalisation	39	29
Other payables		
TDS payable	2	18
Total	**41**	**47**

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23 Revenue from operations	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
Income from contracts with customers		
Sale of power	1,006	1,112
Total	**1,006**	**1,112**

24 Other income	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
Interest income		
- on fixed deposit with banks	36	36
- on loan to related parties (refer note 29)	3	2
- income tax refund	2	0
Government grant		
- generation based incentive	17	17
Insurance claim	1	1
Miscellaneous income	-	0
Total	**59**	**56**

25 Other expenses	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
Legal and professional fees	1	1
Corporate social responsibility (refer note 39)	1	1
Travelling and conveyance	1	1
Rent	0	0
Printing and stationery	-	0
Management shared services	22	22
Rates and taxes	3	3
Payment to auditors (refer details below)	1	1
Insurance	3	3
Operation and maintenance	85	82
Repair and maintenance		
- plant and machinery	2	1
Guest house expenses	0	0
Security charges	0	0
Communication costs	0	1
Loss on settlement of derivative instruments designated as cash flow hedge (net)	9	-
Provision for doubtful debts	1	-
Miscellaneous expenses	2	1
	131	**117**

Payment to auditors	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
As auditor:		
Audit fee	1	1
In other capacity:		
Reimbursement of expenses	0	0
	1	**1**

26 Depreciation and amortisation expense	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
Depreciation of property, plant and equipment (refer note 4)	288	287
Amortisation of other intangible assets (refer note 5)	5	5
Depreciation of right of use assets (refer note 6)	0	0
Total	**293**	**292**

27 Finance costs	**For the period ended 30 June 2020**	**For the period ended 30 June 2019**
Interest expense on		
- term loans	503	451
- loan from related party (refer note 29)	75	76
- acceptance	0	-
- buyer's/supplier's credit	1	21
- Interest on leases	0	0
- liability component of redeemable non-cumulative preference shares	5	5
Bank charges	6	5
Unamortised ancillary borrowing cost written off*	2	-
Total	**592**	**558**

* Represents transaction cost on long term borrowing charged to the Unaudited Special Purpose Interim Statement of Profit and Loss on account of derecognition due to substantial modification

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28 Earnings per share (EPS)

The Unaudited Special Purpose Interim Combined Financial Statements do not represent legal entity structure and are aggregated for a specific purpose. Accordingly, Earnings Per Share (EPS) on aggregated number of shares has not been disclosed.

29 Related party disclosures

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 year and description of relationship as identified by the management are:

I. Holding Company :

Name of entity	Holding Company
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited
Shruti Power Projects Private Limited	ReNew Power Private Limited
Pugalur ReNewable Private Limited	ReNew Power Private Limited
Bidwal ReNewable Private Limited	ReNew Power Private Limited
Zemira ReNewable Energy Limited	ReNew Power Private Limited
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*

*ReNew Solar Power Private Limited is a 100% subsidiary of ReNew Power Private Limited.

II. Ultimate Holding Company

Renew Power Privated Limited

III. Key management personnel (KMPs) :

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

IV. Fellow subsidiaries with whom transactions occurred during the year:

Helios Infratech Private Limited
Kanak Renewables Limited
ReNew Vayu Urja Private Limited
Ostro Energy Private Limited
Ostro Kutch Wind Private Limited
Ostro Madhya Wind Private Limited
Rajat Renewables Limited
ReNew Akshay Urja Limited
ReNew Clean Energy Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Agni Power Private Limited
ReNew Power Services Private Limited
ReNew Saur Shakti Private Limited
ReNew Services Private Limited
ReNew Solar Energy (Jharkhand One) Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Solar Energy (TN) Private Limited
ReNew Solar Energy Private Limited
ReNew Solar Services Private Limited
ReNew Wind Energy (AP Five) Private Limited
ReNew Wind Energy (Budh 3) Private Limited
ReNew Wind Energy (Jath) Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
ReNew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Four) Private Limited
ReNew Wind Energy (MP Two) Private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Rajasthan) Private Limited
ReNew Wind Energy (Shivpur) Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Varekarwadi) Private Limited

b) Details of transactions with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the period ended 30 June 2020	For the period ended 30 June 2019	For the period ended 30 June 2020	For the period ended 30 June 2019
Unsecured loan received	-	31	-	23
Unsecured loan repaid	-	1,404	-	-

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the period ended 30 June 2020	For the period ended 30 June 2019	For the period ended 30 June 2020	For the period ended 30 June 2019
Expenses incurred by holding	3	-	-	-
Expenses incurred on behalf of holding company	0	-	-	-
Share application money received	-	0	-	-
Issue of equity shares (including security premium)	-	0	-	-
Interest expense on unsecured loan	27	34	49	41

# ReNew Power Private Limited, the holding Company and ReNew Power Services private Limited, a fellow subsidiary have charged certain common expenses to its subsidiary companies and fellow subsidiaries on the basis of its best estimate of expenses incurred for each of its subsidiary companies and fellow subsidiaries and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

c) Details of outstanding balances with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	30 June 2020	31 March 2020	30 June 2020	31 March 2020
Unsecured loan payable	1,332	1,332	2,444	2,444
Trade payables	175	172	46	46
Capital creditor*	212	212	7	12
Interest expense accrued on unsecured loan	465	446	466	495
Allotment of equity shares	-	0	-	-
Liability component of preference shares	201	196	-	-
Recoverable from related parties	0	0	-	-

-

d) Details of transactions with fellow subsidiaries:

i) Loans given and repaid thereof and interest expense thereon

Particulars	For the period ended 30 June 2020			For the period ended 30 June 2019		
	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan	Unsecured loan received	Unsecured loan repaid	Interest income on unsecured loan
ReNew Clean Energy Private Limited	-	-	0	-	-	0
Kanak Renewables Limited	-	-	2	-	-	2
ReNew Solar Services Private Limited	-	-	1	97	48	0

ii) Expenses incurred and payment made on behalf and purchase of land

Particulars	For the period ended 30 June 2020			For the period ended 30 June 2019		
	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land
Ostro Madhya Wind Private Limited	-	-	-	0	-	-
ReNew Power Services Private Limited	-	0	-	-	0	-
ReNew Solar Energy Private Limited	-	14	-	-	0	-
ReNew Wind Energy (Sipla) Private Limited	-	-	-	-	0	-

iii) Purchase of management shared services, engineering procurement and construction services, consumables and operation and maintenance services and sale of consumables

Particulars	For the period ended 30 June 2020		For the period ended 30 June 2019	
	EPC Purchase	Operation and maintenance	EPC Purchase	Operation and maintenance
ReNew Services Private Limited	-	10	-	-
ReNew Power Services Private Limited	-	19	-	-

*Including provision amounts to INR 29 (30 June 2019:Nil)

Particulars	For the period ended 30 June 2020		For the period ended 30 June 2019	
	Consumables Sales	Consumable Purchases	Consumables Sales	Consumable Purchases
Ostro Madhya Wind Private Limited	-	0	-	-
ReNew Saur Urja Private Limited	-	0	-	-
ReNew Power Services Private Limited	-	-	-	3
ReNew Services Private Limited	1	0	-	-
ReNew Wind Energy (Budh 3) Private Limited	0	-	0	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	-	0	0
ReNew Wind Energy (Rajasthan) Private Limited	-	-	-	0
ReNew Wind Energy (MP Two) Private Limited	-	-	-	0
ReNew Wind Energy (Orissa) Private Limited	-	-	-	0

iv) Trading purchase

Particulars	For the period ended 30 June 2020	For the period ended 30 June 2019
ReNew Sol Energy (Jharkhand One) Private Limited	-	0
Ostro Energy Private Limited	-	0

e) Details of outstanding balances with fellow subsidiaries:

i) Loan receivable and interest income receivable

Particulars	30 June 2020		31 March 2020	
	Loan receivable	Interest receivable	Loan receivable	Interest receivable
ReNew Clean Energy Private Limited	5	5	5	4
Rajat Renewables Limited	-	20	-	20
Kanak Renewables Limited	82	21	82	20
ReNew Solar Energy (Karnataka Two) Private Limited	-	11	-	11
ReNew Power Services Private Limited	887	-	887	-
ReNew Solar Services Private Limited	48	4	48	3

ii) Trade payable, capital creditor and recoverable from related parties

Particulars	30 June 2020			31 March 2020		
	Trade payable	Capital creditor*	Recoverable from related parties	Trade payable	Capital creditor	Recoverable from related parties
Helios Infratech Private Limited	-	-	0	-	-	0
KCT Renewable Energy Private Limited	0	-	-	0	-	-
Ostro Energy Private Limited	7	-	0	7	-	0
Ostro Kutch Wind Private Limited	-	-	0	-	-	0
Ostro Madhya Wind Private Limited	3	-	-	3	-	1
ReNew Akshay Urja Limited	0	-	-	0	-	-
ReNew Clean Energy Private Limited	-	-	0	-	-	0
ReNew Saur Urja Private Limited	0	0	1	0	0	1
ReNew Solar Energy (Rajasthan) Private Limited	2	28	-	2	28	-
ReNew Solar Energy (Telangana) Private Limited	0	-	-	0	-	-
ReNew Agni Power Private Limited	-	-	0	-	-	0
ReNew Power Services Private Limited	64	109	4	63	109	0
ReNew Saur Shakti Private Limited	-	-	3	-	-	3
ReNew Services Private Limited	10	-	1	0	-	-
ReNew Sol Energy (Jharkhand One) Private Limited	0	-	-	0	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	0	-	-	0	-	-
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	0	-	-
ReNew Solar Energy (TN) Private Limited	0	-	-	0	-	-
ReNew Solar Energy Private Limited	0	26	89	0	26	74
ReNew Wind Energy (AP Five) Private Limited	0	20	7	0	20	7
ReNew Wind Energy (Budh 3) Private Limited	1	-	0	1	-	0
ReNew Wind Energy (Jath) Limited	1	-	-	1	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Karnataka 4) Private Limited	0	-	70	0	-	70
ReNew Wind Energy (Karnataka) Private Limited	342	-	-	337	-	-
ReNew Wind Energy (MP Two) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Orissa) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	-	2	0	-	2
ReNew Wind Energy (Rajasthan) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Shivpur) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Sipla) Private Limited	0	-	0	0	-	0
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	0	-	-	0

iii) Capital advance

Particulars	30 June 2020	31 March 2020
ReNew Wind Energy (Orissa) Private Limited	5	5

f) Compensation of key management personnel

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

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

h) ReNew Solar Power Private Limited has pledged as on 30 June 2020 25,500 (31 March 2020: 25,500) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

i) ReNew Power Private Limited has pledged as on 30 June 2020 28,431,922 (31 March 2020: 28,431,922) equity shares and as on 30 June 2020 65,838,365 (31 March 2020:65,838,365) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

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30 Leases

Entities forming part of restricted group have entered into leases for its leasehold lands. The lease terms is 12.5 years.

The weighted average incremental borrowing rate applied to lease liabilities recognised in the balance sheet at the date of initial application is 10.40%.

Set out below are the carrying amounts of lease liabilities and the movements during the period:

Particulars	**As at 30 June 2020**	**As at 31 March 2020**
Opening balance	5	6
Accretion of interest	0	0
Payments	-	(1)
Closing balance	**5**	**5**

Refer note 3.4(a) for approach followed by the Group for transition to Ind AS 116.

a) There are no restrictions or covenants imposed by leases.
b) Refer note 25 for rental expense recorded for short-term leases and low value leases for the period ended 30 June 2020.
c) There are no amounts payable toward variable lease expense recognised for the period ended 30 June 2020.
d) The maturity analysis of lease liabilities are disclosed in note 36.
e) There are no leases which have not yet commenced to which the lessee is committed (if any).

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31 Segment information

The managing director of ReNew Power Private Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Restrcited Group discloses segment information in a manner consistent with internal reporting to group's Managing Director. The entities forming part of the Restricted Group have segments based on type of business operations. The reportable segments of Restricted Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The entities forming part of the Restricted Group does not operate in more than one geographical segment. The Restricted Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balances for each reportable segment are not reviewed by or provided to CODM.

	For the period ended 30 June 2020			**For the period ended 30 June 2019**		
	Wind Power	**Solar Power**	**Total**	**Wind Power**	**Solar Power**	**Total**
Sale of power and sale of renewable energy certificates	775	231	1,006	877	235	1,112
Revenues from operations	**775**	**231**	**1,006**	**877**	**235**	**1,112**
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**775**	**231**	**1,006**	**877**	**235**	**1,112**
Interest income	29	12	41	28	10	38
Other income (other than interest income)	18	-	18	18	0	18
Total income	**822**	**243**	**1,065**	**923**	**245**	**1,168**
Less: Other expenses	90	41	131	86	31	117
Earning before interest, tax, depreciation and amortization (EBITDA)	**732**	**202**	**934**	**837**	**214**	**1,051**
Depreciation and amortization expense (net)			293			292
Finance costs			592			558
Profit before tax			**49**			**201**

The Revenues from three major customers amounts to INR 581 (30 June 2019 INR 659) each of which contributes more than 10% of the total revenue of the Group.

32 Hedging activities and derivatives

Derivatives designated as hedging instruments

The entities forming part of the Restricted Group use certain types of derivative financial instruments (viz. foreign currency forwards, cross-currency interest rate swap) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entities forming part of the Restricted Group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction ('cash flow hedge'). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in cash flow hedge reserve - a component of equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the Statement of Profit and Loss within other expenses/ other income. The amounts accumulated in equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in equity are re-classified to the Statement of Profit and Loss in the year when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the Statement of Profit and Loss within other expenses / other income.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings and buyer's credit. Terms of the swaps and their respective impact on OCI and Statement of Profit and Loss is as below:-

- Buyers credit (included in short term borrowings)

Pay fixed INR and receive USD and pay fixed interest at 7.37% to 7.80% p.a. and receive a variable interest at 6 month LIBOR plus 0.45% p.a. to 6 month LIBOR plus 1.10% p.a. on the notional amount.

'The cash flow hedges through forward is USD Nil (31 March 2020 : 7,729,200) outstanding at the period ended 30 June 2020 were assessed to be highly effective and cumulative impact of mark to market gain and restatement of hedged item is INR Nil (31 March 2020: (INR 6)) with a deferred tax asset of INR Nil (31 March 2020: deferred tax asset of INR 19), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	30 June 2020		31 March 2020	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Forward contracts designated as hedging instruments	-	-	34	-

Hedging reserve movement

	As at 30 June 2020	As at 31 March 2020
Balance at the beginning of the period	**13**	**5**
Gain/(loss) recognised on cash flow hedges	6	(23)
Income tax relating to gain/loss recognized on cash flow hedges	(19)	24
Gain/(loss) reclassified to profit and loss as hedged future cash flows are no longer expected to occur	-	9
Income tax relating to gain/loss reclassified to profit and loss as hedged future cash flows are no longer expected to occur	-	(2)
Balance at the end of the period	**-**	**13**

33 Commitments, liabilities and contingencies (to the extent not provided for)

(i) Contingent liabilities

The entities forming part of the Restricted Group have no contingent liability as on 30 June 2020. (31 March 2020: INR Nil).

(ii) Commitments

Estimated amount of contracts remaining to be executed on capital account and not provided for

There are no capital commitments outstanding as on 30 June 2020 (31 March 2020: INR Nil).

34 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the entities forming part of the Restricted Group:

	30 June 2020		31 March 2020	
	Carrying value	Fair value	Carrying value	Fair value
Financial assets				
Measured at amortised cost				
Loans-non current	87	87	87	87
Bank deposits with remaining maturity for more than twelve months	0	0	0	0
Trade receivables	1,847	1,847	1,740	1,740
Cash and cash equivalent	594	594	224	224
Bank balances other than cash and cash equivalent	1,772	1,772	2,007	2,007
Loans-current	935	935	935	935
Other current financial assets	330	330	295	295
Measured at FVOCI				
Derivative instruments	-	-	34	34
Financial liabilities				
Measured at amortised cost				
Long term borrowings	15,080	15,080	14,767	14,767
Short-term borrowings	5,007	5,007	5,588	5,588
Trade payables	773	773	730	730
Other current financial liabilities	2,540	2,540	2,439	2,439

The management of the entities forming part of the Restricted Group assessed that cash and cash equivalents, bank balances other than cash and cash equivalent, loans-current, trade receivables, interest accrued on unsecured loan, trade payables, other current financial liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the entities forming part of the Restricted Group's term loans from banks and financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 30 June 2020 was assessed to be insignificant.

ii The fair values of the security deposits given are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iii The entities forming part of the Restricted Group enter into derivative financial instruments with various counter parties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

35 Fair value hierarchy

The entities forming part of the Restricted Group categorize assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the entities forming part of the Restricted Group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at period/year end:

	Level of fair value measurement	30 June 2020		31 March 2020	
		Carrying value	Fair value	Carrying value	Fair value
Financial assets measured at FVOCI					
Derivative instruments	Level 2	-	-	34	34
		-	**-**	**34**	**34**
Financial assets measured at amortised cost					
Financial assets (Non current):					
Loans to related parties	Level 3	87	87	87	87
Security deposits	Level 3	-	-	0	0
Total		**87**	**87**	**87**	**87**
Financial assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 3	0	0	0	0
Total		**0**	**0**	**0**	**0**

Financial liabilities measured at amortised cost					
Liability component of preference shares	Level 3	201	201	196	196
Term loan from banks	Level 3	5,320	5,320	5,020	5,020
Term loan from financial institution	Level 3	9,559	9,559	9,551	9,551
Total		**15,080**	**15,080**	**14,767**	**14,767**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at amortised cost			
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on loans to related parties	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at amortised cost			
Term loan from financial institution	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from banks	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows

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36 Financial risk management objectives and policies

The Restricted Group's principal financial liabilities comprise loans and borrowings, trade payables and other financial liabilities.
The main purpose of these financial liabilities is to finance the Restricted Group's operations and to support its operations. The Restricted Group's financial assets include loans, trade and other receivables, and cash and cash equivalents and other financial assets.

The Restricted Group is exposed to market risk, credit risk and liquidity risk. The Restricted Group's senior management oversees the management of these risks. The Restricted Group's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Restricted Group. These committees provides assurance to the Restricted Group's senior management that the Restricted Group's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Restricted Group's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market risk

Market risk is the risk that the Restricted Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits and derivative financial instruments.
The sensitivity analyses in the following sections relate to the position as at 30 June 2020. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 30 June 2020.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Restricted Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Restricted Group believes that the exposure of the Restricted Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Restricted Group also monitors the changes in interest rates and actively re-finances its debt obligations to achieve an optimal interest rate exposure.

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. borrowings in INR and USD. With all other variables held constant, the entities forming part of the Restricted Group's profit before tax is affected through the impact on financial assets, as follows:

	30 June 2020		**30 June 2019**	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 22	+/(-)50	(-)/+ 21
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 16	+/(-)50	(-)/+ 15

Foreign currency risk

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Restricted Group is exposed to foreign currency risk arising from imports of goods in US dollars and external commercial borrowings. The Restricted Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit and ECB by using foreign currency swaps and forward contracts. The entities forming part of the Restricted Group have followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Restricted Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Restricted Group does not undertake any speculative transaction.

Foreign currency sensitivity

The Restricted Group has hedged its exposure to fluctuations on its buyer's/supplier's credit and ECB through forward contracts and cross currency swaps and thus foreign currency sensitivity has not been disclosed.

Credit risk

Credit risk from balances with banks is managed by treasury department of the entities forming part of the Restricted Group. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks and group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the entities forming part of the Restricted Group, and may be updated throughout the year subject to approval of respective entities finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Further the entities forming part of the Restricted Group sought to reduce counterparty credit risk under our long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 30 June 2020 and 31 March 2020 is the carrying amount of all the financial assets.

Trade receivables

Customer credit risk is managed basis established policies of the entities forming part of the Restricted Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The entities forming part of the Restricted Group do not hold collateral as security.

The entities forming part of the Restricted Group have state utilities/government entities as it's customers with high credit worthiness, therefore, the entities forming part of the Restricted Group do not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by group's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the respective entity forming part of the Restricted Group, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity risk

Liquidity risk is the risk that the entities forming part of the Restricted Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the entities forming part of the Restricted Group to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.
The entities forming part of the Restricted Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The entities forming part of the Restricted Group have access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The entities forming part of the Restricted Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind power plants and related assets. Our non-recourse financing is designed to limit cross default risk to the Parent Company or other subsidiaries and affiliates. Our non-recourse long-term debt is a combination of fixed and variable interest rate instruments. External commercial borrowings which are at variable rate is fixed through the use of cross currency interest rate swaps. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. In certain cases, the currency is matched through the use of derivative instruments. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of Restricted Group based on contractual undiscounted payments:

Year ended 30 June 2020	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from Banks*	-	-	-	3,552	5,966	9,518
Loans from Financial Institutions*	-	-	-	6,221	12,326	18,547
Liability component of preference shares	-	-	-	-	1,147	1,147
Short term borrowings						
Working capital term loan (secured)	-	-	1,230	-	-	1,230
Loan from related party	3,777	-	-	-	-	3,777
Lease liability	-	-	1	3	4	8
Other financial liabilities						
Current maturities of long term borrowings*	-	707	1,913	-	-	2,620
Interest accrued but not due on borrowings	923	24	-	-	-	947
Capital creditors	402	365	-	-	-	767
Trades payable	651	122	-	-	-	773

* Including future interest payments.

The entities forming part of the Restricted Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2020	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from banks*	-	-	-	3,305	5,705	9,010
Term loan from financial institutions*	-	-	-	6,169	12,425	18,594
Liability component of preference shares	-	-	-	-	1,147	1,147
Short term borrowings						
Working capital term loan (secured)	-	-	1,229	-	-	1,229
Loans from related party	3,777	-	-	-	-	3,777
Loan from body corporate	42	-	-	-	-	42
Buyer's / Supplier's credit	-	582	-	-	-	582
Lease liability	-	-	1	3	4	8
Other financial liabilities						
Current maturities of long term borrowings*	-	646	1,903	-	-	2,549
Interest accrued but not due on borrowings	857	21	-	-	-	878
Capital creditors	413	371	-	-	-	784
Trade payable	649	52	-	-	-	701

* Including future interest payments.

37 Capital management

For the purpose of the capital management by the respective entities forming part of the Restricted Group, capital includes issued equity capital, compulsory convertible preference shares, share premium and all other equity reserves attributable to the equity holders of the respective entities forming part of the Restricted Group. The primary objective of the respective entities forming part of the Restricted Group's capital management is to maximise the shareholder value.

The entities forming part of the Restricted Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, respective entities forming part of the Restricted Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The respective entities forming part of the Restricted Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The respective entities forming part of the Restricted Group includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and short-term deposits.

The policy of the respective entities forming part of the Restricted Group is to keep the gearing ratio to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with industry rate. In the construction phase the entities forming part of Restricted Group manages the ratio at 3:1 through internal funding.

In order to achieve this overall objective, the capital management by the respective entities forming part of the Restricted Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current year.

No changes were made in the objectives, policies or processes for managing capital during the period ended 30 June 2020.

38 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Since, these are interim financial statements, disclosure of details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006 has not been made. The entities forming part of the Restriced Group will report the same in the year end statutory financial statements.

39 Corporate social responsibility expenditure

Since these are interim financial statements, disclosure of expenditure on corporate social responsibility has not been made. The same shall be reported by the entities forming part of the Restricted Group in the year end statutory financial audit.

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40 Significant accounting judgments, estimates and assumptions

The preparation of Unaudited Special Purpose Interim Combined Financial Statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The entities forming part of the Restricted Group based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the entities forming part of the Restricted Group. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The entities forming part of the Restricted Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, the entities forming part of the Restricted Group are depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 34 and 35 for further disclosures.

Related party transactions

ReNew Power Private Limited along with all its subsidiaries collectively referred as "the Group" have entered into inter-company transactions as explained

Management shared services

Employee benefit costs and other common expenses are incurred by the Ultimate Holding Company and Holding Company. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate of 8% (approximates 3-year government bond yield).

Financial instrument

The Group makes inter-group investments in the form of RNCPS. These investment carries interest at a nominal rate and are accounted for as compound financial instruments under Ind AS 32. The rate used for discounting the future cash flows approximate the average market interest rate of borrowings availed by Group.

41 Parent's support

i) **For Restricted Group**

The combined current liabilities of the Restricted Group as on 30 June 2020 exceed the combined current assets with the combined current ratio being 0.67:1. The primary reason for this is due to unsecured loans provided by RPPL and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) to certain entities forming part of the Restricted Group which are repayable on demand and hence these are classified as a current liability in these financial statements. The management of RPPL as well as the project lenders consider these unsecured loans as equity contribution for the purposes of project financing.

Further, RPPL and ReNew Solar Power Private Limited would consider the financial position and liquidity of the respective entities forming part of the Restricted Group prior to making any demand for repayment of such unsecured loans and interest accrued thereon. This shall be done to ensure support by RPPL and ReNew Solar Power Private Limited towards the entities in meeting their operating requirements and liabilities as and when they fall due. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of entities forming part of Restricted Group.

ii) **For ReNew Wind Energy (AP) Private Limited**

As at 30 June 2020, ReNew Wind Energy (AP) Private Limited has borrowing obligations due for repayment to IFCI Limited in financial year 2020-21 amounting to INR 1,230. The entity does not have sufficient funds available to make full repayments of this balance and intends to re-finance the borrowing. Management of ReNew Wind Energy (AP) Private Limited believes that the entity would be able to re-finance the borrowing obligation in order to make repayments on the due date. However, in the circumstance the entity is unable to do so, RPPL, the holding company, would provide financial support to the entity in order to ensure timely repayment of these borrowings. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of ReNew Wind Energy (AP) Private Limited.

iii) **For Zemira Renewable Energy Limited**

There has been delays in revenue collection from Southern Power Distribution Company of Andhra Pradesh due to ongoing litigations with the customer (refer note 44 for details of the litigations). Management of Zemira Renewable Energy Limited believes that the delays are temporary in nature and the entity will be able to meet its future obligations as and when they fall due. However, in the circumstance the entity is unable to do so, RPPL, the holding company, would provide support to the entity in meeting their operating and capital funding requirements and liabilities.Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of Zemira Renewable Energy Limited.

42 There are no employees on the rolls of the entities forming part of the Restricted Group and therefore there are no employee benefit expenses accrued in the Unaudited Special Purpose Interim Combined Financial Statements. ReNew Power Private Limited and ReNew Power Services Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries respectively on the basis of its best estimate of expenses incurred. ReNew Power Private Limited and ReNew Power Services Private Limited have recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

43 Distribution companies of the state of Karnataka issued demand notices to captive users being the customers of ReNew Wind Energy (AP) Private Limited (“ReNew AP”) which is a part of the Restricted Group. These notices were issued seeking recovery of cross subsidy surcharge and differential between rate of electricity tax applicable to captive users and non-captive users on the ground that these captive users have not consumed the energy in proportion to their respective shareholding in ReNew AP, thereby allegedly violating Rule 3 of the Electricity Rules, 2005. ReNew AP had deposited a sum of INR 31 (31 March 2020: INR 31) under protest against the demand raised by distribution companies amounting INR 147 (31 March 2020: INR 147). Thereafter, ReNew AP had filed a petition before the Karnataka Electricity Regulatory Commission (the "KERC") contesting these demands. KERC had granted interim relief and stayed the demand notice and disconnection by the distribution companies. The amount paid under protest has been accounted for as recoverable and disclosed under head “Other current assets” in these financial statements.

Apart from above, on 20 May 2020, demand notices were issued by distribution companies to one of the captive users of ReNew AP towards energy supplied in financial year ended 31 March 2019 for a sum of INR 97, alleging that the captive user had not consumed energy in proportion to its respective shareholding in ReNew AP. ReNew AP has filed a writ petition on 26 August 2020 before the High Court of Karnataka challenging the issuance of demand notices and seeking their quashing.

ReNew AP, based on legal advice obtained, believes that there are merits in its position and that the demand raised by distribution companies would be rescinded by relevant legal authorities and hence no adjustment has been made in the financial statements in this regard.

44 Zemira Renewable Energy Limited has entered into a long-term Power Purchase Agreement ("PPA") having a capacity of 50.40 MWs (wind energy projects) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh ("APDISCOM"). The PPA has a fixed rate per unit of electricity for the 25-year term. With regard to aforementioned PPA, certain litigations as described below are currently underway:

The Government of Andhra Pradesh (the "GoAP") issued an order (the "GO") dated 1 July 2019 constituting a High-Level Negotiation Committee (the "HLNC") for review and negotiation of tariff for wind energy projects in the state of Andhra Pradesh. Pursuant to the GO, APDISCOM issued letters dated 11 July 2019 to Zemira Renewable Energy Limited, requesting for revision of tariffs entered into in PPAs. Zemira Renewable Energy Limited filed a writ petition on 23 July 2019 before the AP High Court ("AP High Court) challenging the GO and the said letters issued by APDISCOM for renegotiation of tariffs. The AP High Court issued its order dated September 24, 2019 enumerating the following:
i. Writ petition is allowed, and both GO the subsequent letters are set aside.
ii. Further, APDISCOM were instructed to honour pending and future bills and pay the same at the interim rate of Rs. 2.43 per unit till determination of O.P. No. 17 of 2018 pending before APERC
iii. Andhra Pradesh Electricity Regulatory Commission (the "APERC") to dispose of the case within a time frame of six months.

Zemira Renewable Energy Limited along with other certain subsidiaries of the ReNew Power Private Limted having similar PPAs with the APDISCOM ("AP Entities") have filed a Writ Petition before the Division Bench of the AP High Court challenging the jurisdiction of APERC in entertaining O.P. No. 17 of 2018. Parallelly, AP Entities have filed another Writ Appeal before the division bench of the AP High Court challenging AP High Court's direction to the APDISCOM to pay tariff at interim rate till determination of OP No. 17 of 2018 by APERC.

Zemira Renewable Energy Limited has a net block of INR 3,661 as at 30 June 2020 (INR 3,700 as at 31 March 2020) and has recognised a revenue of INR 119 for the period ended 30 June 2020 (INR 463 for the year ended 31 March 2020) and has a trade receivable balance of INR 611 as on 30 June 2020 (INR 498 as at 31 March 2020) from sale of electricity against such PPA.

The management basis legal opinion obtained by it, believes that it has strong merits in the case and the final order would be in its favour and hence no adjustment has been made in the Unaudited Special Purpose Interim Combined Fnancial Statements including provision for expected credit loss and impairment.

45 Due to outbreak of COVID-19 in India and globally, the entities forming part of Restricted Group has made initial assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Restricted Group is in the business of generation of electricity which is having "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 entities forming part of the Restricted Group will not be significant. The management does not see any risks in the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. The entities forming part of the Restricted Group is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

46 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants
AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:39:05 +05'30'
per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:20:43 +05'30'
Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:20:21 +05'30'
D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:26:20 +05'30'
Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

[redacted]
Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel: +91 124 681 6000

Limited Review Report

Review Report to
The Board of Directors
ReNew Power Private Limited ("RPPL")

Introduction

We have reviewed the accompanying Unaudited Special Purpose Interim Combined Financial Statements of Restricted Group (consisting of certain specific subsidiaries of RPRL as listed in note 1 of these financial statements, collectively known as the "Restricted Group"), which comprise the combined Balance Sheet as at 30 June 2019 and the related Statement of Profit and Loss including other comprehensive income, the combined Cash Flow Statement and the combined Statement of Changes in Equity for the three months period then ended and the related notes, comprising a summary of the significant accounting policies and other explanatory information (the "Unaudited Special Purpose Interim Combined Financial Statements"). Management of RPPL is responsible for the preparation and presentation of this combined financial statements in accordance with the basis of preparation of Unaudited Special Purpose Interim Combined Financial Statements set out in in Note 3. Our responsibility is to express a conclusion on these Unaudited Special Purpose Interim Combined Financial Statements based on our review.

Scope of Review

We conducted our review 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. 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.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Unaudited Special Purpose Interim Combined Financial Statements are not prepared, in all material respects, in accordance with the basis for preparation as set out in Note 3 to the Unaudited Special Purpose Interim Combined Financial Statements.

Emphasis of Matter

1. We draw attention to note 2 and 3 to the Unaudited Special Purpose Interim Combined Financial Statements, which describes that the Restricted Group has not formed a separate legal group of entities during the period ended 30 June 2019, which also describes the basis of preparation, including the approach to and the purpose for preparing them. Consequently, the Restricted Group's Unaudited Special Purpose Interim Combined Financial Statements may not necessarily be indicative of the financial performances and financial position of the Restricted Group that would have occurred if it had operated as a separate standalone group of entities during the periods presented.

2. We draw attention to note 44 to the Unaudited Special Purpose Interim Combined Financial Statements, related to the recoverability of dues under litigation amounting to Rs. 493 million from Southern Power Distribution Company of A.P. Limited by Zemira Renewable Energy Limited (which is forming part of the Restricted Group). Zemira Renewable Energy Limited has filed Writ Petition/appeal before the Hon'ble High Court of Andhra Pradesh related to these matters. Pending the outcome of the cases, which is not presently determinable, no adjustment has been made to the Special Purpose Combined Financial Statements.

   Our conclusion is not modified in respect of the above matters.

Other matter

The Unaudited Special Purpose Combined Financial Statements have been prepared by the management of RPPL solely in connection with the proposed issuance of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor under Voluntary Retention Route as prescribed by the Reserve Bank of India which in turn will issue USD denominated bonds (referred to as "FPI Bonds") to be listed on Singapore Exchange Securities Trading Limited (SGX-ST) for which RPPL is the guarantor and its inclusion in the Offering Memorandum. As a result, the Unaudited Special Purpose Interim Combined Financial Statements may not be suitable for another purpose.

Further, the comparative financial information of the Restricted Group for the corresponding six months period ended 30 June 2018 included in these Unaudited Special Purpose Interim Combined Financial Statements were reviewed by another auditor, who expressed an unmodified conclusion on those financial information. Our conclusion is not modified in respect of this matter.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT
CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:23:11 +05'30'

per **Amit Chugh**
Partner
Membership Number: 505224
UDIN: 20505224AAAAHP9915

Place of Signature: Gurugram
Date: 12 October 2020

Restricted Group
Unaudited Special Purpose Interim Combined Balance Sheet as at 30 June 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 30 June 2019	As at 31 March 2019
Assets			
Non-current assets			
Property, plant and equipment	4	23,740	24,008
Capital work in progress	4	35	35
Goodwill	5	2	2
Other intangible assets	5	477	482
Right of use assets	6	16	-
Financial assets			
Loans	7	87	87
Others	7	0	0
Deferred tax assets (net)	8	87	100
Prepayments	9	20	35
Non current tax assets (net)		84	82
Other non-current assets	10	3	11
Total non-current assets		**24,551**	**24,842**
Current assets			
Inventories	11	14	12
Financial assets			
Derivative instruments	7	32	40
Loans	7	935	887
Trade receivables	12	1,531	1,396
Cash and cash equivalent	13	207	379
Bank balances other than cash and cash equivalent	13	2,020	1,645
Others	7	306	285
Prepayments	9	18	21
Other current assets	10	105	106
Total current assets		**5,168**	**4,771**
Total assets		**29,719**	**29,613**
Equity and liabilities			
Equity			
Equity share capital	14A	439	439
Instruments entirely equity in nature	14E	112	112
Other equity			
Equity component of preference shares	15B	718	718
Securities premium	15C	3,228	3,228
Hedge reserve	15D	1	5
Retained earnings	15E	593	451
Parent's contribution	15F	52	52
Total equity		**5,143**	**5,005**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	16	14,810	15,001
Lease liabilities	17	4	-
Deferred tax liabilities (net)	8	260	248
Other non-current liabilities	18	285	260
Total non-current liabilities		**15,359**	**15,509**
Current liabilities			
Financial liabilities			
Short-term borrowings	19	4,945	4,819
Trade payables			
Outstanding dues to micro enterprises and small enterprises	20	-	1
Others	20	672	626
Lease liabilities	17	1	-
Derivative instruments	21	9	-
Other current financial liabilities	22	3,546	3,578
Current tax liabilities (net)		19	17
Other current liabilities	23	25	58
Total current liabilities		**9,217**	**9,099**
Total liabilities		**24,576**	**24,608**
Total equity and liabilities		**29,719**	**29,613**

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:23:54 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 21:57:28 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 21:57:51 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:09:58 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Unaudited Special Purpose Interim Combined Statement of Profit and Loss for the period ended 30 June 2019

(Amounts in INR millions, unless otherwise stated)

	Notes	For the period ended 30 June 2019	For the period ended 30 June 2018
Income:			
Revenue from operations	24	1,112	938
Other income	25	56	110
Total income		**1,168**	**1,048**
Expenses:			
Other expenses	26	117	124
Total expenses		**117**	**124**
Earning before interest, tax, depreciation and amortisation (EBITDA)		**1,051**	**924**
Depreciation and amortisation expense	27	292	295
Finance costs	28	558	465
Profit before tax		**201**	**164**
Tax expense			
Current tax	8	28	28
Deferred tax	8	31	(15)
Profit for the period	**(a)**	**142**	**151**
Other comprehensive income (OCI)			
Items that will be reclassified to profit and loss in subsequent periods			
Net movement on cash flow hedges		(6)	(59)
Income tax effect		2	15
Net other comprehensive (loss) / income that will be reclassified to profit and loss in subsequent periods	**(b)**	**(4)**	**(44)**
Total comprehensive income for the period	**(a) + (b)**	**138**	**107**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:24:25 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 21:58:32 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 21:58:11 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:10:16 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Unaudited Special Purpose Interim Combined Statement of Cash Flows for the period ended 30 June 2019

(Amounts in INR millions, unless otherwise stated)

Particulars	**For the period ended 30 June 2019**	**For the period ended 30 June 2018**
Cash flow from operating activities		
Profit before tax	201	164
Adjustments for:		
Depreciation and amortisation expense	292	295
Operation and maintenance reserve	26	44
Interest income	(38)	(79)
Interest expense	553	464
Fair value change of mutual fund (including realised gain)	-	(3)
Operating profit before working capital changes	**1,034**	**885**
Movement in working capital		
(Increase)/decrease in trade receivables	(135)	(562)
(Increase)/decrease in inventories	(3)	-
(Increase)/decrease in other financial assets	(15)	(12)
(Increase)/decrease in prepayments	30	(1)
(Increase)/decrease in other current assets	0	114
Increase/(decrease) in other liabilities	(35)	(148)
Increase/(decrease) in trade payables	45	1,517
Cash generated from operations	**921**	**1,793**
Direct taxes paid (net of refunds)	(27)	(18)
Net cash generated from operating activities	**894**	**1,775**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances	(69)	(6,147)
(Investments)/Redemption of bank deposits having maturity more than 3 months	(376)	(153)
Loan given to related parties	(48)	-
Interest received	32	(40)
Redemption of mutual funds	-	854
Net cash used in investing activities	**(461)**	**(5,486)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	-	224
Proceeds from long-term borrowings	-	3,522
Repayment of long-term borrowings	(272)	-
Proceeds from short-term borrowings	126	265
Interest paid	(459)	(335)
Net cash generated from financing activities	**(605)**	**3,676**
Net (decrease) / increase in cash and cash equivalents	**(172)**	**(35)**
Cash and cash equivalents at the beginning of the period	**379**	**278**
Cash and cash equivalents at the end of the period	**207**	**243**
Components of cash and cash equivalents		
Balances with banks:		
- On current accounts	150	158
- On deposit accounts with original maturity of less than 3 months	57	85
Total cash and cash equivalents (note 13)	**207**	**243**

Restricted Group

Unaudited Special Purpose Interim Combined Statement of Cash Flows for the period ended 30 June 2019

(Amounts in INR millions, unless otherwise stated)

Changes in liabilities arising from financial activities:

Particulars	**Opening balance as at 1 April 2019**	**Cash flows (net)**	**Other changes***	**Closing balance as at 30 June 2019**
Long-term borrowings (including current maturities)	16,596	(272)	(12)	16,312
Short-term borrowings	4,819	126	-	4,945
Total liabilities from financing activities	**21,415**	**(146)**	**(12)**	**21,257**

Particulars	**Opening balance as at 1 April 2018**	**Cash flows (net)**	**Other changes***	**Closing balance as at 30 June 2018**
Long-term borrowings (including current maturities)	6,620	3,522	0	10,142
Short-term borrowings	12,537	265	1,001	13,803
Total liabilities from financing activities	**19,157**	**3,787**	**1,001**	**23,945**

* other changes includes reinstatement of foreign currency borrowing, adjustment of ancillary borrowing cost and reclassification of loan from related parties.

Refer note 31 for movement in lease liabilities

Summary of significant accounting policies 3

Notes:

The Statement of Cash Flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:24:46 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 21:59:03 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 21:59:24 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:10:47 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Unaudited Special Purpose Interim Combined Statement of changes in equity for the period ended 30 June 2019

(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of entities forming part of the Restricted Group								Total equity
					Reserves and surplus#			Items of OCI#	
	Equity share capital *	Instruments entirely equity in nature#	Share application money pending allotment#	Equity component of preference shares	Securities premium	Retained earnings	Parent's contribution	Hedge reserve	
	(refer note 14A)	(refer note 14E)	(refer note 15A)	(refer note 15B)	(refer note 15C)	(refer note 15E)	(refer note 15F)	(refer note 15D)	
At 1 April 2018	**296**	**112**	**-**	**-**	**1,936**	**246**	**52**	**(24)**	**2,618**
Profit for the period	-	-	-	-	-	151	-	-	151
Other comprehensive loss (net of taxes)	-	-	-	-	-		-	(44)	(44)
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**151**	**-**	**(44)**	107
Equity shares issued during the period	22				202				224
At 30 June 2018	**318**	**112**	**-**	**-**	**2,138**	**397**	**52**	**(68)**	**2,949**
Profit for the period	-	-	-	-	-	54	-	-	54
Other comprehensive loss (net of taxes)	-	-	-	-	-	-	-	73	73
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**54**	**-**	**73**	**127**
Preference shares issued during the period	-	-	(1,148)	718	-	-	-	-	(430)
Equity shares issued during the period	121	-	(1,436)	-	1,091	-	-	-	(224)
Share application money received	-	-	2,584	-	-	-	-	-	2,584
Amount utilized for issue of shares	-	-	-	-	(1)	-	-	-	(1)
At 31 March 2019	**439**	**112**	**-**	**718**	**3,228**	**451**	**52**	**5**	**5,005**
Profit for the period	-	-		-	-	142	-	-	142
Other comprehensive loss (net of taxes)	-	-		-	-	-	-	(4)	(4)
At 30 June 2019	**439**	**112**	**-**	**718**	**3,228**	**593**	**52**	**1**	**5,143**

* The Unaudited Special Purpose Interim Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group

# Instruments entirely equity in nature, Share application money pending allotment, reserves and surplus and items of OCI represents the aggregate amount of Restricted Group entities as at the respective year ends

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Unaudited Special Purpose Interim Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:25:11 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:00:09 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 21:59:45 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:11:19 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

1 Corporate information

ReNew Power Private Limited (the "Company" or "Parent" or "RPPL") is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 8 November 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

Certain subsidiary companies of the Parent and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) which are collectively referred to as the 'Restricted Group' (as more clearly explained in the note below) intends to issue INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).

Name of entity	Holding Company	Holding percentage
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited	66%
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited	100%
Shruti Power Projects Private Limited (acquired on 16 September 16)	ReNew Power Private Limited	100%
Pugalur ReNewable Private Limited	ReNew Power Private Limited	100%
Bidwal ReNewable Private Limited	ReNew Power Private Limited	100%
Zemira ReNewable Energy Limited (acquired on 31 March 18)	ReNew Power Private Limited	100%
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*	100%
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*	100%
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*	100%

* ReNew Solar Power Private Limited is a wholly owned subsidiary of ReNew Power Private Limited

Entities forming part of the Restricted Group listed above are incorporated in India and are engaged in generation of power through non-conventional and renewable energy sources.
The Unaudited Special Purpose Interim Combined Financial Statements were approved for issue in accordance with a resolution of the directors of Renew Power Private Limited on 10 October 2020.

2 Purpose of Unaudited Special Purpose Interim Combined Financial Statements

The Combined Financial Statements are special purpose financial statements which have been prepared for the purpose of the proposed issue of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).. The Unaudited Special Purpose Interim Combined Financial Statements presented herein reflect the Restricted Group's results of operations, assets and liabilities and cash flows for the periods presented. The basis of preparation and significant accounting policies used in preparation of these Unaudited Special Purpose Interim Combined Financial Statements are set out in Note 3 below.

3 Significant accounting policies

3.1 Basis of preparation

The Unaudited Special Purpose Interim Combined Financial Statements have been prepared in accordance with the recognition and measurement principles of Ind AS 34 "Interim Financial Reporting" notified under Section 133 of the Companies Act, 2013 as amended from time to time, (except Ind AS 33, Earnings per Share), read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended) issued there under, presentation requirements of Division II of Schedule III to the Companies Act, 2013, (Ind AS compliant Schedule III), as applicable and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accounts of India (the "Guidance Note") and other accounting principles generally accepted in India..

Management of the Parent company has prepared the Unaudited Special Purpose Interim Combined Financial Statements which comprise the Combined Balance Sheet as at 30 June 2019, the Combined Statement of Profit and Loss including other comprehensive income, Combined Statement of Cash Flows and Combined Statement of Changes in Equity for the period ended 30 June 2019, a summary of the significant accounting policies and other explanatory Information.

Management has prepared these Unaudited Special Purpose Interim Combined Financial Statements to depict the historical cost of the Restricted Group except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments,
- Certain financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

All intercompany transactions and balances within the Restricted Group have been eliminated in full. The transactions that have taken place with other related parties of entities forming part of the Restricted Group but not forming part of the Restricted Group have been disclosed in accordance with Ind AS 24 Related Party Disclosures.

The Unaudited Special Purpose Interim Combined Financial Statements are not necessarily indicative of the financial performance, financial position and cash flows of the Restricted Group that would have occurred if it had operated as a separate stand-alone Group of entities during the period presented nor of the Restricted Group's future performance. The items in the Unaudited Special Purpose Interim Combined Financial Statements have been classified considering the principles under Ind AS 1, Presentation of Financial Statements and Division II of Schedule III of Companies Act 2013.

3.2 Basis of combination

The Unaudited Special Purpose Interim Combined Financial Statements have been prepared by combining like items of assets, liabilities. equity, income, expenses and cash flows of the entities forming part of Restricted Group. All the intragroup assets and liabilities, equity, income, expenses and cash flows relating to entities forming part of restricted group have been eliminated and profits or losses arising from intragroup transactions that are recognised in assets, such as inventory and fixed assets have been eliminated in full. All the inter-group transactions are undertaken on Arms Lengths basis. The resulting financial position may not be that which might have existed if the combining businesses had been a stand-alone business.

The carrying values pertaining to an entity, as reflected in the consolidated financial statements of the Parent, are used for the purpose of preparing Unaudited Special Purpose Interim Combined Financial Statements including fair value adjustment to assets and liabilities on acquisition along with corresponding impact on deferred taxes.

The non-controlling interest held by outsiders amount to INR 136 and INR 110 as of 30 June 2019 and 31 March 2019 respectively.

Share capital and reserves disclosed in the Unaudited Special Purpose Interim Combined financial statements is not the legal capital and reserves of the Restricted Group and is the aggregation of the share capital and reserves of the individual combining entities.

Income taxes are arrived at by aggregation of the tax expenses actually incurred by the combining businesses, after considering the tax effects of any adjustments which is in accordance with the Guidance Note.

The accounting policies and estimates adopted in the preparation of the Unaudited Special Purpose Interim Combined Financial Statements are consistent with those used in the Special Purpose Combined Financial Statements for the year ended 31 March 2019.

- Deferred tax assets or liabilities and the assets or liabilities are recognised and measured in accordance with Ind AS 12 Income Tax
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12.

Business Combination and Goodwill

Business combinations are accounted for using the acquisition method in the consolidated financial statements of the Parent

At the acquisition date of an entity being part of the Restricted Group by the Parent, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired are measured at the basis indicated below:

- Deferred tax assets or liabilities are recognised and measured in accordance with Ind AS 12 Income Tax.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12

At the acquisition date of an entity being part of the Restricted Group by the Parent, the Parent assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred by the Parent over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Parent re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as Parent's contribution in Other Equity.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Restricted Group’s cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

There are no business combinations made by any of the entities forming part of Restricted Group.

3.3 Summary of significant accounting policies

a) Current versus non-current classification

The Restricted Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:
- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:
- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The entities forming part of the Restricted Group have identified twelve months as their operating cycle for classification of their current assets and liabilities.

b) Fair value measurement

The entities forming part of the Restricted Group measure financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the entities forming part of the Restricted Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant’s ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The entities forming part of the Restricted Group use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:
- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities

- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the entities forming part of the Restricted Group have determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

At each reporting date, the management of the entities forming part of the Restricted Group analyse the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Restricted Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the entities forming part of the Restricted Group determine whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

· Disclosures for significant estimates and assumptions (Refer Note 41)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 36)
· Financial instruments (including those carried at amortised cost) (Refer Note 35 and 36)

c) Revenue recognition

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the entities forming part of Restricted Group expects to be entitled in exchange for those goods or services. The entities forming part of Restricted Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of power

Income from supply of power is recognised over time on the supply of units generated from plant to the grid as per terms of the Power Purchase Agreement (PPA) entered into with the customers.

The entities forming part of Restricted Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the entities forming part of Restricted Group considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction price - remaining performance obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Group expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Group has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity’s performance completed to date.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Restricted Group provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Restricted Group applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from liquidated damages and interest on advances

Income from liquidated damages and interest on advance is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the entities forming part of the Restricted Group to receive dividend is established by the reporting date.

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. When calculating the effective interest rate, the entities forming part of the Restricted Group estimate the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in other income in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.

Income from government grants

Refer note (f) for accounting policy.

Contract balances :

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the entities forming part of Restricted Group perform by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the entities forming part of Restricted Group have received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the entities forming part of Restricted Group transfer goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the entities forming part of Restricted Group perform under the contract.

(iii) Trade receivables

A receivable represents the right of entities forming part of Restricted Group to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (n) Financial instruments – initial recognition and subsequent measurement.

d) Foreign currencies

The Restricted Group Financial Statements are presented in Indian rupees (INR), which is also the functional currency of all entities forming part of Restricted Group. Functional currency is the currency of the primary economic environment in which the entities forming part of Restricted Group operates and is normally the currency in which the entities forming part of Restricted Group primarily generates and expends cash.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Restricted Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit and loss.

e) Income taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where the entities forming part of the Restricted Group are entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the entities forming part of the Restricted Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the entities forming part of the Restricted Group will pay normal income tax. Accordingly, MAT is recognised as deferred tax asset in the Unaudited Special Purpose Interim Combined Balance Sheet when it is probable that future economic benefit associated with it will flow to the entities forming part of the Restricted Group.

f) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant is related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant is related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the entities forming part of the Restricted Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to Statement of Profit and Loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The entities forming part of the Restricted Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission renewable certificates have been recognised as other income.

Generation based incentive

Generation based incentive is recognized on the basis of supply of units generated by the entities forming part of the Restricted Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

g) Property, plant and equipment

Capital work in progress and freehold land are is stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment except freehold land is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Restricted Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

On transition date to Ind AS, the entities forming part of the restricted group have elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Subsequent costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the entities forming part of the Restricted Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss when the asset is derecognised.

h) Depreciation / amortisation of property, plant and equipment and intangibles

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	**Useful life (in years)**
Plant and equipment (wind and solar power projects)*	18-25
Furniture & fixture	10
Office equipment	5
Computers	3
Customer contracts	Life of respective power purchase agreements

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment and intangible assets are reviewed at each financial year end and adjusted prospectively, if appropriate.

i) Leases

As per Ind AS 17 applicable till period ended 31 March 2019

As a lessee

Operating lease payments are recognised as an expense in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss on a straight-line basis over the lease term.

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Group is classified as a finance lease. An operating lease is a lease other than a finance lease

As a lessor

Leases in which the entities forming part of Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

As per Ind AS 116 applicable from 1 April 2019

The Restricted Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

The entities forming part of the Restricted Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Company recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets

Entities forming part of the Restricted Group recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over shorter of the lease term and the estimated useful lives of the assets.

If ownership of the leased asset transfers to the entities forming part of Restricted Group at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.
The right-of-use assets are also subject to impairment. Refer to the accounting policies in section (l) Impairment of non-financial assets.

ii) Lease liabilities

At the commencement date of the lease, the rntities forming part of the Restricted Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including insubstance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the entities forming part of the Restricted Group and payments of penalties for terminating the lease, if the lease term reflects the entities forming part of the Restricted Group exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses (unless they are incurred to produce inventories) in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the entities forming part of the Restricted Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The entities forming part of the Restricted Group applies the short-term lease recognition exemption to its short-term leases (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognised as expense on a straight-line basis over the lease term.

As a lessor

Leases in which the entities forming part of the Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

j) Inventories

Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Impairment of non-financial assets

The entities forming part of the Restricted Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the entities forming part of the Restricted Group estimate the asset’s recoverable amount. An asset’s recoverable amount is the higher of an asset’s or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.
In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The entities forming part of the Restricted Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Restricted Group’s CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the entities forming part of the Restricted Group extrapolate cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the entities forming part of the Restricted Group estimate the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying value of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

m) Provisions

Provisions are recognised when the entities forming part of the Restricted Group have a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the entities forming part of the Restricted Group expect some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

n) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the entities forming part of the Restricted Group commit to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance expense in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss. The losses arising from impairment are recognised in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the entities forming part of the Restricted Group recognize interest income, impairment losses and reversals and foreign exchange gain or loss in the Statement of Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the entities forming part of the Restricted Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The entities forming part of the Restricted Group have not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the entities forming part of the Restricted Group may make an irrevocable election to present the subsequent changes in the fair value in OCI. The entities forming part of the Restricted Group make such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the entities forming part of the Restricted Group decide to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the entities forming part of the Restricted Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:

- The rights to receive cash flows from the asset have expired, or
- The entities forming part of the respective Restricted Group have transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a ‘pass-through’ arrangement; and

Either the entities forming part of the Restricted Group have transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the entities forming part of the Restricted Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the entities forming part of the Restricted Group continue to recognise the transferred asset to the extent of the continuing involvement of the entities forming part of the Restricted Group. In that case, the entities forming part of the Restricted Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the entities forming part of the Restricted Group have retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the entities forming part of the Restricted Group could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the Restricted Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The entities forming part of the Restricted Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the entities forming part of the Restricted Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the entities forming part of the Restricted Group determine that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs. The financial liabilities of the entities forming part of the Restricted Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement

The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in Statement of Profit and Loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The entities forming part of the Restricted Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Redeemable non convertible preference shares
Redeemable non convertible preference shares are separated into liability and equity components based on the terms of the contract. On issuance of the redeemable non convertible preference shares, the fair value of the liability component is determined using a market interest rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion. The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity. Transaction costs are deducted from equity, net of associated income tax.

Compulsorily Convertible Preference shares (CCPS)
Compulsorily Convertible Preference shares are accounted for as Instruments entirely equity in nature since conversion option meets Ind AS 32 criteria for fixed to fixed classification and the dividend distribution is discretionary in nature.

Derecognition
A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Reclassification of financial assets and liabilities
The Restricted Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments
Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

o) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement
Entities forming part of Restricted Group uses derivative financial instruments, such as interest rate swaps and call/put options etc., to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:
- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the entities forming part of Restricted Group formally designates and documents the hedge relationship to which the Restricted Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Restricted Group's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.
Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Unaudited Special Purpose Interim Combined Statement of Profit and Loss.
The entities forming part of Restricted Group uses interest rate swaps and call/put options etc. as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Unaudited Special Purpose Interim Combined Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.
If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

p) Cash and cash equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the entities forming part of the Restricted Group's cash management.

q) Measurement of EBITDA

The Restricted Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Restricted Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

r) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date upto the date of the approval for issue of these Unaudited Special Purpose Interim Combined Financial Statements by the Board of Directors of the entities forming part of the Restricted Group are adjusted to respective assets and liabilities.

The entities forming part of the Restricted Group do not adjust the amounts recognised in its Unaudited Special Purpose Interim Combined Financial Statements to reflect non-adjusting events after the reporting period.

The entities forming part of the Restricted Group make disclosures in the financial statement in cases of significant events.

s) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entities forming part of the Restricted Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

3.4 Changes in accounting policy and disclosures - new and amended standards

The entities forming part of the restricted group applied Ind AS 116 for the first time. The nature and effect of the changes as a result of adoption of the new accounting standard are described below.

Several other amendments and interpretations apply for the first time for the period ended 30 June 2019, but do not have an impact on the Unaudited Special Purpose Interim Combined Financial Statements of the Restricted Group. The Restricted Group has not early adopted any standards or amendments that have been issued but are not yet effective.

a) Ind AS 116 Leases:

Ind AS 116 supersedes Ind AS 17 Leases. The standard sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessee's to recognise most leases on the balance sheet. Lessor accounting under Ind AS 116 is substantially unchanged from Ind AS 17. Lessors will continue to classify leases as either operating or finance leases using similar principles as in Ind AS 17. Therefore, Ind AS 116 does not have an impact for leases where the Restricted Group is the lessor.

The Entities forming part of Restricted Group adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019, the right-of-use assets were recognised based on the amount equal to the lease liabilities, adjusted for any related prepaid and accrued lease payments previously recognised. Lease liabilities were recognised based on the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application. There is no impact on equity on transition to Ind AS 116 as on 1 April 2019.

The Entities forming part of Restricted Group elected to use the transition practical expedient to not reassess whether a contract is or contains a lease at 1 April 2019. Instead, the entities forming part of Restricted Group applied the standard only to contracts that were previously identified as leases applying Ind AS 17 and Appendix C to Ind AS 17 at the date of initial application. Therefore, the comparative information was not restated and continues to be reported under Ind AS 17. The Entities forming part of Restrcicted Group also applied the available practical expedients wherein it:

- Used a single discount rate to a portfolio of leases with reasonably similar characteristics
- Relied on its assessment of whether leases are onerous immediately before the date of initial application
- Applied the short-term leases exemptions to leases with lease term that ends within 12 months of the date of initial application
- Excluded the initial direct costs from the measurement of the right-of-use asset at the date of initial application
- Used hindsight in determining the lease term where the contract contained options to extend or terminate the lease

The effect of adopting Ind AS 116 as at 1 April 2019 was, as follows:

Particulars	**Notes**	**(INR in Mn) Ind AS 116 impact as at 1 April 2019**
Assets		
Non-current assets		
Right of use assets	6	16
Prepayments	9	(11)
Current assets		
Prepayments	9	(1)
Equity		
Non-current liabilities		
Financial liabilities		
Lease liabilities (refer note 31)	17	(4)
Current liabilities		
Financial liabilities		
Lease liabilities (refer note 31)	17	(1)

b) Other regulatory changes

Pursuant to The Taxation Laws (Amendment) Ordinance, 2019 (Ordinance) issued subsequent to the balance sheet date, the tax rates have changed with effect from 1 Apr 2019. Certain entities forming part of the Restricted Group plan to pay tax at revised rate from next year. If those changes were announced on or before reporting date, it would have resulted in write-off of MAT credit amounting to INR 134 and recognition of Deferred Tax Liability (DTL) amounting to INR 49 on account of re-measurement of deferred tax as at 31 March 2019. The tax charge for the year would have been increased by INR 183

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4 Property, plant and equipment

	Freehold Land #	Plant and equipment	Office equipment	Furniture & fixtures	Computers	Total property, plant and equipment	Capital work in progress**
Cost							
At 1 April 2018	**758**	**25,144**	**0**	**2**	**0**	**25,904**	**152**
Additions during the period	16	-	0	0	0	16	24
Adjustment*	-	(9)	-	-	-	(9)	-
At 30 June 2018	**774**	**25,135**	**0**	**2**	**0**	**25,911**	**176**
Additions during the period	(12)	162	0	0	1	151	24
Adjustment*	-	2	-	-	-	2	(3)
Capitalised during the period@	-	-	-	-	-	-	(162)
At 31 March 2019	**762**	**25,299**	**0**	**2**	**1**	**26,064**	**35**
Additions during the period	17	1	0	-	1	19	1
Adjustment*	(3)	3	-	-	-	-	-
Capitalised during the period@	-	-	-	-	-	-	**(1)**
At 30 June 2019	**776**	**25,303**	**0**	**2**	**2**	**26,083**	**35**
Accumulated depreciation							
At 1 April 2018	**-**	**906**	**0**	**0**	**0**	**906**	**-**
Charge for the period (refer note 27)	-	288	0	0	0	288	-
At 30 June 2018	**-**	**1,194**	**0**	**0**	**0**	**1,194**	**-**
Charge for the period (refer note 27)	-	861	0	1	0	862	-
At 31 March 2019	**-**	**2,055**	**0**	**1**	**0**	**2,056**	**-**
Charge for the period (refer note 27)	-	287	0	0	0	287	-
At 30 June 2019	**-**	**2,342**	**0**	**1**	**0**	**2,343**	**-**
Net book value							
At 31 March 2019	**762**	**23,244**	**0**	**1**	**1**	**24,008**	**35**
At 30 June 2019	**776**	**22,961**	**0**	**1**	**2**	**23,740**	**35**

# The title of freehold land amounting to INR 62 as on 30 June 2019 (31 March 2019 INR 87) is not yet in the name of the entities forming part of the Restricted Group. Further, the title of freehold land amounting to INR 183 as on 30 June 2019 (31 March 2019 INR 183) is held by way General Power of Attorney (GPA) he entities forming part of Restricted Group are in process of registration of title deeds of these freehold lands.

@ Capitalised borrowing Costs
The amount of borrowing costs capitalised during the year was INR Nil (31 March 2019 INR 8). The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

***Adjustment pertains to following**
- Adjustment during the period pertains to actualisation of certain provisional capitalisation on full and final settlement with the vendor.

Mortgage and hypothecation on Property, plant and equipment:
Property, plant and equipment with a carrying amount of INR 23,775 (31 March 2019: INR 24,043) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institution and buyer's credit as disclosed in Note 16.

****Asset under construction**
Capital work in progress comprises of expenditure with respect to construction of solar power plants.

5 Intangible assets	**Customer Contracts**	**Total intangibles**	**Goodwill**
Cost			
At 1 April 2018	**505**	**505**	**2**
At 30 June 2018	**505**	**505**	**2**
At 31 March 2019	**505**	**505**	**2**
At 30 June 2019	**505**	**505**	**2**
Amortisation			
At 1 April 2018	**3**	**3**	**-**
Amortisation for the period (refer note 27)	7	7	-
At 30 June 2018	**10**	**10**	**-**
Amortisation for the period (refer note 27)	13	13	-
At 31 March 2019	**23**	**23**	**-**
Amortisation for the period (refer note 27)	5	5	-
At 30 June 2019	**28**	**28**	**-**
Net book value			
At 31 March 2019	**482**	**482**	**2**
At 30 June 2019	**477**	**477**	**2**

Mortgage and hypothecation on Customer Contracts

Customer Contracts with a carrying amount of INR 477 (31 March 2019: INR 482) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institution and buyer's credit as disclosed in Note 15.

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6 Right of use assets

Particulars	Land	Total
As at 1 April 2018	-	-
At 30 June 2018	-	-
At 31 March 2019	-	-
Reclassified on account of adoption of Ind AS 116	16	16
Depreciation charged to profit and loss during the period (refer note 27)	0	0
Balance as on 30 June 2019	**16**	**16**

'Entities forming part of Restricted Group have adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019. Therefore figures of right of use assets for the previous year i.e as at 31 March 2019 is Nil.

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7 Financial assets	**As at 30 June 2019**	**As at 31 March 2019**
Financial Assets at amortised cost		
Non-current		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	0	-
Loans to related parties (refer note 30)	87	87
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**87**	**87**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	32	40
Total	**32**	**40**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 13)	0	0
Interest Accrued on USL given	-	0
Total	**0**	**0**
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiary - redeemable non cumulative preference shares (refer note 30)	887	887
Security deposits	-	0
Loans to related parties (refer note 30)	48	-
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**935**	**887**
Others		
Government grants*		
- Generation based incentive receivable	39	25
Recoverable from related parties (refer note 30)	168	167
Interest accrued on fixed deposits	48	44
Interest accrued on loans to related parties (refer note 30)	51	49
Total	**306**	**285**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the entities forming part of the Restricted Group. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the entities forming part of Restricted Group either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

8 Deferred tax

(a) Deferred tax assets (net)

		As at 30 June 2019	As at 31 March 2019
Deferred tax relates to the following:			
Deferred tax related to items recognised in equity:			
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Loss on mark to market on derivative instrument		1	0
	(a)	**1**	**0**
Deferred tax related to items recognised in Combined Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		1,488	942
Right of use		0	-
Unamortised ancillary borrowing cost		(0)	0
	(b)	1,488	942
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		1,385	884
Operation and maintenance		29	15
Unused tax credits (MAT)		160	143
Preliminary expenses not written off under tax laws		0	-
Lease Liabilities		0	-
	(c)	1,574	1,042
Deferred tax assets (net)	**(d) = (a)- (b)+ (c)**	**87**	**100**

(b) Deferred tax liabilities (net)

		As at 30 June 2019	As at 31 March 2019
Deferred tax relates to the following:			
Deferred tax recognised through Goodwill	**(e)**	11	11
Deferred tax related to items recognised in equity:			
Deferred tax liabilities (gross)			
Compound financial instruments		253	253
	(f)	**253**	**253**
Deferred tax related to items recognised in OCI:			
Deferred tax liabilities (gross)			
Loss on mark to market of derivative instruments		1	2
	(g)	**1**	**2**

Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		1,825	2,253
	(h)	**1,825**	**2,253**
Deferred tax assets (gross)			
Unused tax credit (MAT)		3	1
Compound financial instruments		1	0
Operation and maintenance		23	30
Losses available for offsetting against future taxable income		1,803	2,240
	(i)	**1,830**	**2,271**
Deferred tax liabilities (net)	**(j) = (e)+(f)+(g)+(h)-(i)**	**260**	**248**

Reconciliation of tax expense and the accounting profit multiplied by India’s domestic tax rate:

	For the period ended 30 June 2019	**For the period ended 30 June 2018**
Accounting profit/(loss) before income tax	**201**	**164**
Tax at the India's tax rate of 26% (31 March 2019: 26%)	52	43
Imapct of ICDS related to hedge contracts routed through OCI	4	-
Effect of tax holidays and other tax exemptions	(8)	(30)
Adjustment of tax relating to earlier periods	1	-
Changes in estimates on recoverability of unused tax credits (MAT)	10	-
Others deductible or non-deductible items	0	-
At the effective income tax rate	**59**	**13**
Current tax expense reported in the Statement of Profit and Loss	28	28
Deferred tax expense reported in the Statement of Profit and Loss*	31	(15)
	59	**13**

*** Where deferred tax expense relates to the following :**		
Compound financial instruments	(1)	(0)
Losses available for offsetting against future taxable Income	(63)	(351)
Fair valuation of Investments	-	(0)
Preliminary expenses not written off under tax laws	0	0
Amortisation of ancillary borrowing cost	(0)	0
Difference in WDV as per books of accounts and tax laws	118	367
Operation and maintenance	(6)	(2)
Business Combination	(0)	(0)
Unused tax credit (MAT)	(17)	(29)
Right of use	0	-
Lease Liabilities	(0)	-
	31	**(15)**

Reconciliation of deferred tax assets (net):

	30 June 2019	**31 March 2019**
Opening balance of DTA/(DTL) (net)	**(148)**	**42**
Deferred tax income/(expense) during the year recognised throuh Equity	-	(253)
Deferred tax income/(expense) during the year recognised in profit and loss	(31)	73
Deferred tax income/(expense) during the year recognised in OCI	2	(10)
Closing balance of DTA/(DTL) (net)	**(177)**	**(148)**

9 Prepayments	**As at 30 June 2019**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	20	35
Total	**20**	**35**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	18	21
Total	**18**	**21**

10 Other assets	**As at 30 June 2019**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	2	10
Advances recoverable	1	1
Total	**3**	**11**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable	105	105
Balances with government authorities	-	1
Total	**105**	**106**

11 Inventories	**As at 30 June 2019**	**As at 31 March 2019**
Consumables and spares	14	11
Traded goods	-	1
Total	**14**	**12**

12 Trade receivables

	As at 30 June 2019	As at 31 March 2019
Unsecured, considered good	1,531	1,396
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	-	-
	1,531	1,396
Less: Impairment allowance for bad and doubtful debts	-	-
Total	**1,531**	**1,396**

No trade or other receivables are due from directors or other officers of the entities forming part of the Restricted Group either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days.

13 Cash and cash equivalents

	As at 30 June 2019	As at 31 March 2019
Cash and cash equivalents		
Balance with bank		
- On current accounts	150	322
- Deposits with original maturity of less than 3 months	57	57
Total	**207**	**379**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	2,020	1,645
- Remaining maturity for more than twelve months #	0	0
	2,020	**1,645**
Less: amount disclosed under financial assets (others) (Note 7)	(0)	(0)
Total	**2,020**	**1,645**

# Fixed deposits of INR 296 (31 March 2019: INR 640) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 to 1826 days and carry an interest rate of 3.85% to 8.20% which is receivable on maturity.

14 Share capital

The Unaudited Special Purpose Interim Combined Financial Statements do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2018	44,105,000	441
Increase during the year	13,440,000	134
At 31 March 2019	57,545,000	575
At 30 June 2019	**57,545,000**	**575**
0.0001% compulsory convertible preference shares of INR 10 each		
At 1 April 2018	13,650,000	137
At 31 March 2019	13,650,000	137
At 30 June 2019	**13,650,000**	**137**
0.0001% redeemable non cumulative preference shares of INR 10 each		
At 1 April 2018	-	-
Increase during the year	118,750,000	12
At 31 March 2019	118,750,000	12
At 30 June 2019	**118,750,000**	**12**

	Issued share capital	**Number of shares**	**Amount**
14A	**Equity shares of INR 10 each issued, subscribed and paid up**		
	At 1 April 2018	29,509,930	296
	Shares issued during the year	14,364,000	143
	At 31 March 2019	43,873,930	439
	At 30 June 2019	**43,873,930**	**439**

Terms/rights attached to equity shares

The entities forming part of Restricted Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the entities forming part of Restricted Group will pay dividends in Indian rupees.
In the event of liquidation of entities forming part of the Restricted Group, the holders of equity shares of such Company will be entitled to receive remaining assets of the respective entity, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective entity.

14B Shares held by the holding company of entities forming part of Restrcited Group

	As at 30 June 2019		**As at 31 March 2019**	
	Number of shares	**Amount**	**Number of shares**	**Amount**
ReNew Solar Power Private Limited*				
Equity shares of INR 10 each	50,000	1	50,000	1
ReNew Power Private Limited*				
Equity shares of INR 10 each	43,705,850	437	43,705,850	437
0.0001% compulsorily convertible preference shares of INR 10 each	11,153,350	112	11,153,350	112
0.0001% redeemable non cumulative preference shares of INR 10 each	114,735,700	1,147	114,735,700	1,147

*for details of relationship with the respective entities of the Restricted Group refer note 30.

14C Details of shareholders holding more than 5% shares in the Restricted Group

	As at 30 June 2019		**As at 31 March 2019**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
ReNew Power Private Limited*	43,705,850	99.62%	43,705,850	99.62%
0.0001% compulsorily convertible preference shares of INR 10 each				
ReNew Power Private Limited*	11,153,350	100.00%	11,153,350	100.00%
0.0001% redeemable non cumulative preference shares of INR 10 each				
ReNew Power Private Limited*	114,735,700	100.00%	114,735,700	100.00%

As per the records of the entities forming part of the Restricted Group, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

*for details of relationship with the respective entities of the Restricted Group refer note 30.

14D No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

14E Instruments entirely equity in nature:

0.0001% compulsorily convertible preference shares of INR 10 each	**Number of shares**	**Amount**
At 1 April 2018	11,153,350	112
At 31 March 2019	11,153,350	112
At 30 June 2019	11,153,350	112

Terms/rights attached to preference shares

0.0001% compulsorily convertible preference shares (face value Rs 10 each) (CCPS)
Renew Wind Energy (AP) Private Limited issued 3,059,600 CCPS in financial year 2014-15 and 8,093,750 CCPS during the FY ended March 31, 2016 of Rs.10 each fully paid-up at a premium of Rs. 90 per share. CCPS carry non cumulative dividend @ 0.001%. The company declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

CCPS do not carry voting rights and are transferable. CCPS of 8,093,750 and 3,059,600 shall be compulsorily converted into one equity share for each preference share at the price of Rs. 100 per share in August 2035 and January 2034 respectively.

In the event of Liquidation of the Company, the holders of CCPS shall be entitled to receive an amount that equal to the face value of CCPS. The remaining assets and funds of the Company available for distribution to shareholders of the Company shall be distributed among all holders of CCPS and equity shares based on the number of equity shares held by each of them.

15 Other equity

15A Share application money pending allotment

At 1 April 2018	-
Share application money received	2,584
Equity shares issued during the year	(1,436)
Preference shares issued during the year	(1,148)
At 31 March 2019	**-**
At 30 June 2019	**-**

15B Equity component of preference shares:

0.0001% redeemable non cumulative preference shares of INR 10 each (including share premium of INR 90 each)	**Number of shares**	**Total proceeds**	**Liability component (refer note 16)**	**Equity component****
At 1 April 2018	-	-	-	-
Shares issued during the year	114,735,700	1,147	176	718
Accretion during the year	-	-	1	-
At 31 March 2019	**114,735,700**	**1,147**	**177**	**718**
Accretion during the period	-	-	5	-
At 30 June 2019	**114,735,700**	**1,147**	**182**	**718**

(**Adjusted for deferred tax at inception)

Terms/rights attached to preference shares

0.0001% compulsorily convertible preference shares (face value Rs 10 each) (CCPS)

The Company issued 3,059,600 CCPS in financial year 2014-15 and 8,093,750 CCPS during the FY ended March 31, 2016 of Rs.10 each fully paid-up at a premium of Rs. 90 per share. CCPS carry non cumulative dividend @ 0.001%. The company declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

CCPS do not carry voting rights and are transferable. CCPS of 8,093,750 and 3,059,600 shall be compulsorily converted into one equity share for each preference share at the price of Rs. 100 per share in August 2035 and January 2034 respectively.

In the event of Liquidation of the Company, the holders of CCPS shall be entitled to receive an amount that equal to the face value of CCPS. The remaining assets and funds of the Company available for distribution to shareholders of the Company shall be distributed among all holders of CCPS and equity shares based on the number of equity shares held by each of them.

0.0001% redeemable non cumulative preference shares (RNCPS)

Pugalur Renewable Private Limited issued 63,205,700 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. The Company declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of the Company is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of the Company ,the RNCPS shall be entitled to receive in preference to the equity shareholders of the company, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

0.0001% redeemable non cumulative preference shares (RNCPS)

Bidwal Renewable Private Limited issued 51,530,000 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. The Company declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of the Company is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of the Company ,the RNCPS shall be entitled to receive in preference to the equity shareholders of the company, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

15C Securities premium

At 1 April 2018	**1,936**
Premium on issue of equity shares during the year	1,293
Amount utilized against for issue of equity shares	(1)
At 31 March 2019	**3,228**
At 30 June 2019	**3,228**

Nature and purpose
Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

15D Hedge reserve

At 1 April 2018	**(24)**
Movement in hedge reserve, net of taxes (refer note 33)	29
At 31 March 2019	**5**
Movement in hedge reserve, net of taxes (refer note 33)	(4)
At 30 June 2019	**1**

Nature and purpose

The entities forming part of Restricted Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the entities forming part of Restricted Group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the combined Statement of Profit and Loss when the hedged item affects profit and loss (example: Principal and interest payments).

15E Retained earnings

At 1 April 2018	**246**
Profit for the year	205
At 31 March 2019	**451**
Profit for the period	142
At 30 June 2019	**593**

15F Parent's contribution

At 1 April 2018	**52**
At 31 March 2019	**52**
At 30 June 2019	**52**

Nature and purpose

The Parent has carried fair value adjustment to assets and liabilities (net of deferred tax) in its consolidated financial statements on acquisition of entities forming part of restricted group. These fair value adjustment to assets and liabilities (net of deferred tax) has been reflected in Combined financial statements of Restricted Group in accordance with requirement of the Guidance Note with corresponding credit being recognised as Parent’s contribution.

16 Long-term borrowings

	Nominal interest rate %	Maturity	Non-current		Current	
			30 June 2019	31 March 2019	30 June 2019	31 March 2019
Term loan from bank (secured)	9.65% - 11.95%	December 2026 - March 2035	9,089	9,226	484	477
Term loan from financial institutions (secured)	10.25% - 12.30%	September 2031- March 2036	5,539	5,598	258	271
Liability component of preference shares (secured) (refer note 15B)	0.0001%	March 2038	182	177	-	-
Buyer's / Supplier's credit (secured)	6.81% -7.80%	July 2019- December 2019	-	-	760	847
Total long-term borrowings			**14,810**	**15,001**	**1,502**	**1,595**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 22)			-	-	(1,502)	(1,595)
			14,810	**15,001**	**-**	**-**

Notes:

(i) **Term loan from bank (secured)**
Term loan from banks are secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the entities forming part of the Restricted Group.

(ii) **Term loan from financial institutions (secured)**
Term loan in Indian rupees from financial institutions are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective entity forming part of the Restricted Group.

(iii) **Buyer's / Supplier's credit (secured)**
Buyer's/ Supplier's credit are secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the entities forming part of the Restricted Group. Creation of charge by way of mortgage and assignment is under process.

(iv) All the loans are covered by corporate guarantee of ReNew Power Private Limited.

(v) ReNew Solar Power Private Limited has pledged 25,500 (31 March 2019: 25,500) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

(vi) ReNew Power Private Limited has pledged 22,236,902 (31 March 2019: 22,236,902) equity shares and 7,323,158 (31 March 2019: 7,323,158) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

(vii) Entities forming part of the Restricted Group have not created charge on security against outstanding loan balances given below mainly on account of pending approvals from government agencies with respect to land mortgages. The charge will be created as and when the respective entities get the necessary approvals from these agencies. None of the entities listed below have received any approval till date.

Company Name	Lender Name	Amount (In Millions)
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	305
Renew Wind Energy (AP) Private Limited	State Bank of India	333
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	383
Renew Wind Energy (AP) Private Limited	IFCI LTD	1,400
Renew Wind Energy (AP 3) Private Limited	Ptc Financial Services Pvt. Ltd.	845
Shruti Power Private Limited	IDFC Infra Debt Fund Limited	475
Pugalur Renewable Private Limited	Indusind Bank Ltd	3,387
Bidwal Renewable Private Limited	Indusind Bank Ltd	2,628
Zemira Renewables Private Limited	PHL Fininvest Private Limited	988
Zemira Renewables Private Limited	Piramal Capital & Housing Finance Ltd.	2,253
ReNew Wind Energy (Rajasthan Four) Private Limited	IDFC Bank Ltd.	585
ReNew Wind Energy (Rajasthan Four) Private Limited	Tata Cleantech Capital Ltd.	75
Renew Wind Energy (Maharashtra) Private Limited	IDFC Bank Ltd.	814
Renew Wind Energy (Maharashtra) Private Limited	Tata Cleantech Capital Ltd.	79
Bhumi Prakash Private Limited	IDFC Bank Ltd.	4
Bhumi Prakash Private Limited	Tata Cleantech Capital Ltd.	77
Bhumi Prakash Private Limited	Union Bank Ltd.	325
Tarun Kiran Bhoomi Private Limited	IDFC Bank Ltd.	267
Tarun Kiran Bhoomi Private Limited	Tata Cleantech Capital Ltd.	59
		15,280

17 Non-current financial liabilities	**As at 30 June 2019**	**As at 31 March 2019**
Non-current		
Lease liabilities (refer note 31)	4	-
Total	**4**	**-**
Current		
Lease liabilities (refer note 31)	1	-
Total	**1**	**-**

18 Other non-current liabilities	**As at 30 June 2019**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	285	260
Total	**285**	**260**

19 Short term borrowings	**As at 30 June 2019**	**As at 31 March 2019**
Working capital term loan (secured)	1,392	-
Loan from related party (unsecured) (refer note 30)	3,158	4,507
Buyer's / Supplier's credit (secured)	395	312
Total	**4,945**	**4,819**

Working capital term loan (secured)
The term loan from bank carries interest @ 10.35% p.a. The same is repayable with a bullet payment at the end of the tenure i.e. 90-365 days. It is secured by first charge by way of hypothecation entire movable properties of the borrower, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, intangible assets, goodwill, uncalled up capital except project assets.

Loan from related party (unsecured)
Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

Buyer's / Supplier's credit (secured)

Buyer's/Supplier credit carries an interest rate of 6 month Libor 90 bps to 6 month Libor 110 bps p.a. is secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the Company. Creation of charge by way of mortgage and assignment is under process.

20 Trade payables	**As at 30 June 2019**	**As at 31 March 2019**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 39)	-	1
Others	672	626
Total	**672**	**627**

21 Derivative instruments	**As at 30 June 2019**	**As at 31 March 2019**
Financial liabilities at fair value through OCI (current)		
Cash flow hedges		
Derivative instruments	9	-
Total	**9**	**-**

22 Other current financial liabilities	**As at 30 June 2019**	**As at 31 March 2019**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 16)	1,502	1,595
Others		
Interest accrued but not due on borrowings	756	660
Capital creditors	1,288	1,323
Total	**3,546**	**3,578**

23 Other current liabilities	**As at 30 June 2019**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	24	22
Other payables		
TDS payable	1	22
GST payable	0	14
Total	**25**	**58**

24 Revenue from operations	For the period ended 30 June 2019	For the period ended 30 June 2018
Income from contracts with customers		
Sale of power	1,112	938
Total	**1,112**	**938**

25 Other income	For the period ended 30 June 2019	For the period ended 30 June 2018
Interest income accounted at amortised cost		
- on fixed deposit with banks	36	16
- on loan to related parties (refer note 30)	2	63
- income tax refund	0	-
Government grant		
- generation based incentive	17	20
Insurance claim	1	-
Fair value change of mutual fund (including realised gain)	-	3
Miscellaneous income	0	8
Total	**56**	**110**

26 Other expenses	For the period ended 30 June 2019	For the period ended 30 June 2018
Legal and professional fees	1	7
Corporate social responsibility (refer note 40)	1	1
Travelling and conveyance	1	2
Rent	0	0
Printing and stationery	0	-
Management shared services	22	29
Rates and taxes	3	2
Payment to auditors (refer details below)	1	0
Insurance	3	4
Operation and maintenance	82	76
Repair and maintenance		
- plant and machinery	1	-
Guest house expenses	0	1
Security charges	0	1
Communication costs	1	0
Miscellaneous expenses	1	1
	117	**124**

Payment to auditors	For the period ended 30 June 2019	For the period ended 30 June 2018
As auditor:		
Audit fee	1	0
In other capacity:		
Reimbursement of expenses	-	-
	1	**0**

27 Depreciation and amortisation expense	For the period ended 30 June 2019	For the period ended 30 June 2018
Depreciation of property, plant and equipment (refer note 4)	287	288
Amortisation of intangible assets (refer note 5)	5	7
Depreciation of right of use assets (refer note 6)	0	-
Total	**292**	**295**

28 Finance costs

	For the period ended 30 June 2019	For the period ended 30 June 2018
Interest expense on		
- term loans	451	207
- loan from related party (refer note 30)	76	105
- acceptance	-	102
- buyer's/supplier's credit	21	12
- Interest on leases	0	-
- liability component of redeemable non-cumulative preference shares	5	-
- commercial papers	-	38
Bank charges	5	1
Total	**558**	**465**

29 Earnings per share (EPS)

The special purpose Combined Financial Statements do not represent legal entity structure and are aggregated for a specific purpose. Accordingly, Earnings Per Share (EPS) on aggregated number of shares has not been disclosed.

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30 Related party disclosures

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 year and description of relationship as identified by the management are:

I. Holding Company :

Name of entity	Holding Company
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Shruti Power Projects Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Pugalur ReNewable Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Bidwal ReNewable Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Zemira ReNewable Energy Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*

*ReNew Solar Power Private Limited is a 100% subsidiary of ReNew Power Private Limited.

II. Ultimate Holding Company

GS Wyvern Holdings Limited (till 22nd March 2018)

III. Key management personnel (KMPs) :

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

IV. Fellow subsidiaries with whom transactions occurred during the year:

Kanak Renewables Limited
Ostro Energy Private Limited
Ostro Madhya Wind Private Limited
Rajat Renewables Limited
ReNew Akshay Urja Limited
ReNew Clean Energy Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Agni Power Private Limited
ReNew Power Services Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (AP Five) Private Limited
ReNew Wind Energy (Budh 3) Private Limited
ReNew Wind Energy (Jath) Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
Renew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Four) Private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Shivpur) Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Varekarwadi) Private Limited

b) Details of transactions with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the period ended 30 June 2019	For the period ended 30 June 2018	For the period ended 30 June 2019	For the period ended 30 June 2018
Unsecured loan received	31	4,851	23	351
Unsecured loan repaid	1,404	5,635	-	700

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the period ended 30 June 2019	For the period ended 30 June 2018	For the period ended 30 June 2019	For the period ended 30 June 2018
Expenses incurred on behalf of company	-	121	-	-
Expenses incurred on behalf of holding company	0	1	-	-
Share application money received	0	226	-	-
Reimbursement of expenses	-	0	-	-
Purchase of Services# (management shared service)	-	2	-	0
Issue of equity shares (including security premium)	0	226	-	-
Interest expense on unsecured loan	35	60	41	45

# ReNew Power Private Limited and ReNew Solar Energy Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries on the basis of its best estimate of expenses incurred for each of its subsidiary companies and fellow subsidiaries and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

c) Details of outstanding balances with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	30 June 2019	31 March 2019	30 June 2019	31 March 2019
Unsecured loan payable	1,099	2,472	2,058	2,035
Trade payables	108	108	22	22
Capital creditor	228	228	12	12
Interest expense accrued on unsecured loan	367	333	351	310
Allotment of equity shares	0	2,583	-	-
Liability component of Redeemable preference shares	-	177	-	-

d) Details of transactions with fellow subsidiaries:

i) Loans given and repaid thereof and interest income thereon

Particulars	For the period ended 30 June 2019			For the period ended 30 June 2018		
	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan
ReNew Clean Energy Private Limited	-	-	0	-	-	0
Rajat Renewables Limited	-	-	-	-	272	16
Kanak Renewables Limited	-	-	2	28		17
ReNew Solar Services Private Limited	97	48	0	-	-	-

ii) Expenses incurred and payment made on behalf and purchase of land

Particulars	For the period ended 30 June 2019			For the period ended 30 June 2018		
	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land
Ostro Madhya Wind Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Sipla) Private Limited	-	0	-	-	-	-
ReNew Solar Energy Private Limited	-	0	-	-	-	-
ReNew Power Services Private Limited	-	0	-	0	0	-

iii) Purchase of management shared services, engineering procurement and construction services, consumables and operation and maintenance services and sale of consumables

Particulars	For the period ended 30 June 2019		For the period ended 30 June 2018	
	Management shared services	Reimbursement of expenses	Management shared services	Reimbursement of expenses
ReNew Power Services Private Limited	-	-	0	-

Particulars	For the period ended 30 June 2019		For the period ended 30 June 2018	
	EPC Purchase	Operation and maintenance	EPC Purchase	Operation and maintenance
ReNew Solar Energy Private Limited	-	-	18	-
ReNew Power Services Private Limited	-	-	12	0

Particulars	For the period ended 30 June 2019		For the period ended 30 June 2018	
	Consumables Sales	Consumable Purchases	Consumables Sales	Consumable Purchases
ReNew Power Services Private Limited	-	3	-	-
ReNew Wind Energy (Rajasthan) Private Limited	-	0	-	-
ReNew Wind Energy (Orissa) Private Limited	-	0	-	-
ReNew Wind Energy (Budh 3) Private Limited	0	-	-	-
ReNew Wind Energy (MP Two) Private Limited	-	0	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	0	-	-

iv) Trading purchase and sale of land

Particulars	Sale of Land		Trading Purchase	
	For the period ended 30 June 2019	For the period ended 30 June 2018	For the period ended 30 June 2019	For the period ended 30 June 2018
ReNew Solar Energy (Jharkhand One) Private Limited	-	-	0	-
Ostro Energy Private Limited	-	17	0	-

e) Details of outstanding balances with fellow subsidiaries:

i) Loan receivable and interest income receivable

Particulars	30 June 2019		31 March 2019	
	Loan receivable	Interest receivable	Loan receivable	Interest receivable
ReNew Clean Energy Private Limited	5	4	5	4
Renew Solar Energy (Karnataka Two) Private Limited	-	11	-	11
Rajat Renewables Limited	-	20	-	20
Kanak Renewables Limited	82	16	82	14
ReNew Power Services Private Limited	887	-	887	-
ReNew Solar Services Private Limited	48	0	-	-

ii) Trade payable, capital creditor and recoverable from related parties

Particulars	30 June 2019			31 March 2019		
	Trade payable	Capital creditor*	Recoverable from related parties	Trade payable	Capital creditor	Recoverable from related parties
Ostro Energy Private Limited	7	-	-	6	-	-
Ostro Madhya Wind Private Limited	0	-	-	0	-	-
ReNew Akshay Urja Limited	0	-	-	0	-	-
ReNew Clean Energy Private Limited	-	-	0	-	-	0
ReNew Saur Urja Private Limited	0	0	0	0	0	0
ReNew Solar Energy (Rajasthan) Private Limited	-	28	-	-	28	-
ReNew Agni Power Private Limited	-	-	0	-	-	0
ReNew Power Services Private Limited	41	243	0	72	243	-
ReNew Solar Energy (Jharkhand One) Private Limited	0	-	-	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	0	-	-
ReNew Solar Energy Private Limited	0	250	74	0	250	73
ReNew Wind Energy (AP Five) Private Limited	0	20	6	0	20	6
ReNew Wind Energy (Budh 3) Private Limited	1	-	0	1	-	0
ReNew Wind Energy (Jath) Limited	1	-	-	1	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Karnataka 4) Private Limited	-	-	70	-	-	70

ReNew Wind Energy (Karnataka) Private Limited	337	-	-	337	-	-
ReNew Wind Energy (MP Four) Private Limited	0	-	18	0	-	18
ReNew Wind Energy (MP Two) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Orissa) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Rajasthan) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Shivpur) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Sipla) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	0	-	-	0

*Including provision amounts to INR 6 (31 March 2019: 6)

f) Compensation of key management personnel

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

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

h) ReNew Solar Power Private Limited has pledged 25,500 (31 March 2019: 25,500) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

i) ReNew Power Private Limited has pledged 22,236,902 (31 March 2019: 22,236,902) equity shares and 7,323,158 (31 March 2019: 7,323,158) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

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31 Leases

Entities forming part of restricted group have entered into leases for leasehold lands generally have lease term of 12.5 years.

The weighted average incremental borrowing rate applied to lease liabilities recognised in the balance sheet at the date of initial application is 10.40%.

Set out below are the carrying amounts of lease liabilities and the movements during the period:

Particulars	**As at 30 June 2019**
As at 1 April 2019 on account of adoption of Ind AS 116	5
Accretion of interest	0
Balance as on 30 June 2019	**5**

Refer note 3.4(a) for approach followed by the Group for transition to Ind AS 116.

The lease liabilities as at 1 April 2019 can be reconciled to the operating lease commitments as of 31 March 2019, as follows:

Operating lease commitments as at 31 March 2019	-
Weighted average incremental borrowing rate as at 1 April 2019	10.40%
Discounted operating lease commitments as at 1 April 2019	-
Add: Lease liabilities of lease hold land not considered in operating lease commitment	5
Lease liabilities as at 1 April 2019	**5**
Non Current Lease liabilities	4
Current Lease liabilities	1
Lease liabilities as at 1 April 2019	**5**

a) There are no restrictions or covenants imposed by leases.
b) Refer note 26 for rental expense recorded for short-term leases and low value leases for the period ended 30 June 2019.
c) There are no amounts payable toward variable lease expense recognised for the period ended 30 June 2019.
d) The maturity analysis of lease liabilities are disclosed in note 37.
e) There are no leases which have not yet commenced to which the lessee is committed (if any).

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32 Segment information

The managing director of ReNew Power Private Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Restricted Group discloses segment information in a manner consistent with internal reporting to group's Managing Director. The entities forming part of Restricted Group have segments based on type of business operations. The reportable segments of Restricted Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The entities forming part of Restricted Group does not operate in more than one geographical segment. The Restricted Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balances for each reportable segment are not reviewed by or provided to CODM.

	For the period ended 30 June 2019			**For the period ended 30 June 2018**		
	Wind Power	**Solar Power**	**Total**	**Wind Power**	**Solar Power**	**Total**
Sale of power and sale of renewable energy certificates	877	235	1,112	749	189	938
Revenues from operations	**877**	**235**	**1,112**	**749**	**189**	**938**
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**877**	**235**	**1,112**	**749**	**189**	**938**
Interest income	28	10	38	72	7	79
Other income (other than interest income)	18	0	18	21	10	31
Total income	**923**	**245**	**1,168**	**842**	**206**	**1,048**
Less: Other expenses	86	31	117	92	32	124
Earning before interest, tax, depreciation and amortization (EBITDA)	**837**	**214**	**1,051**	**750**	**174**	**924**
Depreciation and amortization expense (net)			292			295
Finance costs			558			465
Profit before tax			**201**			**164**

The Revenues from three major customers amounts to INR 659 (30 June 2018: three customers INR 516) each of which contributes more than 10% of the total revenue of the Group.

33 Hedging activities and derivatives

Derivatives designated as hedging instruments

The entities forming part of the Restricted Group use certain types of derivative financial instruments (viz. foreign currency forwards, cross-currency interest rate swap) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entities forming part of the Restricted Group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction ('cash flow hedge'). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in cash flow hedge reserve - a component of equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the Statement of Profit and Loss within other expenses/ other income. The amounts accumulated in equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in equity are re-classified to the Statement of Profit and Loss in the year when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the Statement of Profit and Loss within other expenses / other income.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings and buyer's credit. Terms of the swaps and their respective impact on OCI and Statement of Profit and Loss is as below:-

- Buyers credit (included in short term borrowing)

Pay fixed INR and receive USD and pay fixed interest at 6.81% to 7.80% p.a. and receive a variable interest at 6 month LIBOR plus 0.90% p.a. to 6 month LIBOR plus 1.10% p.a. on the notional amount.

The cash flow hedges through forward is USD 5,754,960 and CCS is USD 11,041,904 outstanding at the period ended 30 June 2019 were assessed to be highly effective and cumulative impact of mark to market gain and restatement of hedged item is INR 1 (31 March 2019: INR 7) with a deferred tax liability of INR 0 (31 March 2019: INR 2), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	30 June 2019		**31 March 2019**	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Forward contracts designated as hedging instruments	32	9	40	-

Hedging reserve movement

	As at 30 June 2019	**As at 31 March 2019**
Balance at the beginning of the period	5	**(24)**
Gain/(loss) recognised on cash flow hedges	(6)	2
Income tax relating to gain/loss recognized on cash flow hedges	2	(0)
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	-	35
Income tax relating to gain/loss reclassified to non financial assets or liabilities as basis adjustment	-	(9)
Gain/(loss) reclassified to profit and loss as hedged future cash flows are no longer expected to occur	-	2
Income tax relating to gain/loss reclassified to profit and loss as hedged future cash flows are no longer expected to occur	-	(1)
Balance at the end of the period	**1**	**5**

34 Commitments, liabilities and contingencies
(to the extent not provided for)

(i) Contingent liabilities

The entities forming part of the Restricted Group have no contingent liability as on 30 June 2019 (on account of delay in project commissioning as on 31 March 2019: INR 5).

(ii) Commitments

Estimated amount of contracts remaining to be executed on capital account and not provided for

There are no capital commitments outstanding as on 30 June 2019 (31 March 2019: Nil).

35 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the entities forming part of the Restricted Group:

	30 June 2019		31 March 2019	
	Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets				
Measured at amortised cost				
Loans-non-current	87	87	87	87
Interest Accrued on USL given	-	-	0	0
Loans-current	935	935	887	887
Trade receivables	1,531	1,531	1,396	1,396
Cash and cash equivalent	207	207	379	379
Bank balances other than cash and cash equivalent	2,020	2,020	1,645	1,645
Other current financial assets	306	306	285	285
Measured at FVOCI				
Derivative instruments	32	32	40	40
Financial liabilities				
Measured at amortised cost				
Long term borrowings	14,810	14,810	15,001	15,001
Short-term borrowings	4,945	4,945	4,819	4,819
Trade payables	672	672	627	627
Other current financial liabilities	3,546	3,546	3,578	3,578
Measured at FVOCI				
Derivative instruments	9	9	-	-

The management of the entities forming part of the Restricted Group assessed that cash and cash equivalents, trade receivables, trade payables, other current financial liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

For financial assets and liabilities that are measured at fair value, the carrying amounts are equal to the fair values.
The fair value of the financial assets and liabilities is included at the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the entities forming part of the Restricted Group's term loans from financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 30 June 2019 was assessed to be insignificant.

ii The fair values of the security deposits given are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iii The entities forming part of the Restricted Group enter into derivative financial instruments with various counter parties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

36 Fair value hierarchy

The entities forming part of the Restricted Group categorize assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Company's assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the entities forming part of the Restricted Group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	**30 June 2019**		**31 March 2019**	
		Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets measured at amortised cost					
Financial assets (Non current)					
Loans	Level 3	87	87	87	87
Security deposits	Level 3	0	0	-	-
Total		**87**	**87**	**87**	**87**
Financial assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 3	0	0	0	0
Interest accrued on USL given	Level 3	-	-	0	0
Total		**0**	**0**	**0**	**0**
Financial assets measured at FVOCI					
Derivative instruments	Level 2	32	32	40	40
Total		**32**	**32**	**40**	**40**
Financial liabilities at amortised cost					
Term loan in Indian rupees from banks	Level 3	9,089	9,089	9,226	9,226
Term loan in Indian rupees from financial institution	Level 3	5,539	5,539	5,598	5,598
Liability component of preference shares (secured)	Level 3	182	182	177	177
Total		**14,810**	**14,810**	**15,001**	**15,001**
Financial liabilities measured at FVOCI					
Derivative instruments	Level 2	9	9	-	-
Total		**9**	**9**	**-**	**-**

Particulars	Fair value hierarchy	Valuation technique	Inputs used
Financial assets not measured at fair value			
Loans	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on USL given	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial Assets measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows
Financial liabilities not measured at fair value			
Term loan in Indian rupees from banks	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from financial institution	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Liability component of preference shares (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Buyer's / Supplier's credit (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows

37 Financial risk management objectives and policies

The Restricted Group's principal financial liabilities comprise loans and borrowings, trade payables and other financial liabilities.
The main purpose of these financial liabilities is to finance the Restricted Group's operations and to support its operations. The Restricted Group's financial assets include loans, trade and other receivables, and cash and cash equivalents and other financial assets.

The Restricted Group is exposed to market risk, credit risk and liquidity risk. The Restricted Group's senior management oversees the management of these risks. The Restricted Group's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Restricted Group. These committees provides assurance to the Restricted Group's senior management that the Restricted Group's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Restricted Group's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market risk

Market risk is the risk that the Restricted Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits and derivative financial instruments. The sensitivity analyses in the following sections relate to the position as at 30 June 2019. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 30 June 2019.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Restricted Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Restricted Group believes that the exposure of the Restricted Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Restricted Group also monitors the changes in interest rates and actively re-finances its debt obligations to achieve an optimal interest rate exposure.

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. borrowings in INR and USD. With all other variables held constant, the entities forming part of the Restricted Group's profit before tax is affected through the impact on financial assets, as follows:

	30 June 2019		**30 June 2018**	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 21	+/(-)50	(-)/+ 31
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 15	+/(-)50	(-)/+ 24

Foreign currency risk

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Restricted Group is exposed to foreign currency risk arising from imports of goods in US dollars and external commercial borrowings. The Restricted Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit and ECB by using foreign currency swaps and forward contracts. The Company has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Restricted Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Restricted Group does not undertake any speculative transaction.

Foreign currency sensitivity

The Restricted Group has hedged its exposure to fluctuations on its buyer's/supplier's credit and ECB through forward contracts and cross currency swaps and thus foreign currency sensitivity has not been disclosed.

Credit risk

Credit risk from balances with banks is managed by treasury department of the entities forming part of the Restricted Group. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks and group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the entities forming part of the Restricted Group, and may be updated throughout the year subject to approval of company's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Further the entities forming part of the Restricted Group sought to reduce counterparty credit risk under our long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 30 June 2019 and 31 March 2019 is the carrying amount of all the financial assets.

Trade receivables

Customer credit risk is managed basis established policies of the entities forming part of the Restricted Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The entities forming part of the Restricted Group do not hold collateral as security.

The entities forming part of the Restricted Group have state utilities/government entities as it's customers with high credit worthiness, therefore, the entities forming part of the Restricted Group do not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by company's treasury department. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks & group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the respective entity forming part of the Restricted Group, and and may be updated throughout the year subject to approval of company's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity risk

Liquidity risk is the risk that the entities forming part of the Restricted Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the entities forming part of the Restricted Group to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.
The entities forming part of the Restricted Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The entities forming part of the Restricted Group have access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The entities forming part of the Restricted Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind power plants and related assets. Our non-recourse financing is designed to limit cross default risk to the Parent Company or other subsidiaries and affiliates. Our non-recourse long-term debt is a combination of fixed and variable interest rate instruments. External commercial borrowings which are at variable rate is fixed through the use of cross currency interest rate swaps. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. In certain cases, the currency is matched through the use of derivative instruments. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of Restricted Group based on contractual undiscounted payments:

Period ended 30 June 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Long term Borrowings						
Term loan from Banks*	-	-	-	5,445	11,497	16,942
Term loan from Financial Institutions*	-	-	-	3,611	7,460	11,071
Liability component of preference shares*	-	-	-	-	1,147	1,147
Short term Borrowings						
Loans from related party	3,158	-	-	-	-	3,158
Buyer's / Supplier's credit (secured)	-	-	395	-	-	395
Working capital term loan (secured)	-	-	1,392	-	-	1,392
Lease liabilities	-	-	1	3	5	9
Other financial liabilities						
Current maturities of long term borrowings*	-	622	1,814	-	-	2,436
Interest accrued but not due on borrowings	719	37	-	-	-	756
Buyer's / Supplier's credit (secured)	-	532	228	-	-	760
Capital creditors	768	520	-	-	-	1,288
Trade payable						
Trades payable	387	285	-	-	-	672

* Including future interest payments.

The entities forming part of the Restricted Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from banks*	-	-	-	5,410	11,762	17,172
Term loan from financial institutions*	-	-	-	3,429	7,408	10,837
Liability component of preference shares*	-	-	-	-	1,147	1,147
Short term borrowings						
Loans from related party	4,507	-	-	-	-	4,507
Buyer's / Supplier's credit (secured)	-	-	312	-	-	312
Other financial liabilities						
Current maturities of long term borrowings*	-	707	2,558	-	-	3,265
Interest accrued but not due on borrowings	587	73	-	-	-	660
Capital creditors	768	555	-	-	-	1,323
Trade payable						
Trade payable	565	62	-	-	-	627

* Including future interest payments.

38 Capital management

For the purpose of the capital management by the respective entities forming part of the Restricted Group, capital includes issued equity capital, compulsory convertible preference shares, share premium and all other equity reserves attributable to the equity holders of the respective entities forming part of the Restricted Group. The primary objective of the respective entities forming part of the Restricted Group's capital management is to maximise the shareholder value.

The entities forming part of the Restricted Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, respective entities forming part of the Restricted Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The respective entities forming part of the Restricted Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The respective entities forming part of the Restricted Group includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and short-term deposits.

The policy of the respective entities forming part of the Restricted Group is to keep the gearing ratio to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with industry rate. In the construction phase the entities forming part of Restricted Group manages the ratio at 3:1 through internal funding.

In order to achieve this overall objective, the capital management by the respective entities forming part of the Restricted Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current year.

No changes were made in the objectives, policies or processes for managing capital during the period ended 30 June 2019.

39 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Since, these are interim financial statements, disclosure of details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006 has not been made. The entities forming part of the Restriced Group will report the same in the year end statutory financial statements.

40 Corporate social responsibility expenditure

Since these are interim financial statements, disclosure of expenditure on corporate social responsibility has not been made. The same shall be reported by entities forming part of the Restricted Group in the year end statutory financial audit.

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41 Significant accounting judgments, estimates and assumptions

The preparation of Unaudited Special Purpose Interim Combined financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The entities forming part of the Restricted Group based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the entities forming part of the Restricted Group. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The entities forming part of the Restricted Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, the entities forming part of the Restricted Group are depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 35 and 36 for further disclosures.

Related party transactions

Working Capital

ReNew Power Private Limited along with all its subsidiaries hereinafter collectively referred to as 'the Group' have entered into inter-company transactions as explained below :

Management shared services

Employee benefit costs and other common expenses are incurred by the Ultimate Holding Company and Holding Company. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Restricted Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate of 8% (approximates 3-year government bond yield).

42 There are no employees on the rolls of the entities forming part of the Restricted Group and therefore there are no employee benefit expenses accrued in the Unaudited Special Purpose Interim Combined Financial Statements. ReNew Power Private Limited and ReNew Power Services Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries respectively on the basis of its best estimate of expenses incurred. ReNew Power Private Limited and ReNew Power Services Private Limited have recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

43 Distribution companies of the state of Karnataka issued demand notices to captive users being the customers of ReNew Wind Energy (AP) Private Limited (“ReNew AP”) which is a part of the Restricted Group. These notices were issued seeking recovery of cross subsidy surcharge and differential between rate of electricity tax applicable to captive users and non-captive users on the ground that these captive users have not consumed the energy in proportion to their respective shareholding in ReNew AP, thereby allegedly violating Rule 3 of the Electricity Rules, 2005. ReNew AP had deposited a sum of INR 31 (31 March 2019: INR 31) under protest against the demand raised by distribution companies amounting INR 147 (31 March 2019: INR 147). Thereafter, ReNew AP had filed a petition before the Karnataka Electricity Regulatory Commission (the "KERC") contesting these demands. KERC had granted interim relief and stayed the demand notice and disconnection by the distribution companies. The amount paid under protest has been accounted for as recoverable and disclosed under head “Other current assets” in these financial statements..

Apart from above, on 20 May 2020, demand notices were issued by distribution companies to one of the captive users of ReNew AP towards energy supplied in financial year ended 31 March 2019 for a sum of INR 97, alleging that the captive user had not consumed energy in proportion to its respective shareholding in ReNew AP. ReNew AP has filed a writ petition on 26 August 2020 before the High Court of Karnataka challenging the issuance of demand notices and seeking their quashing.

ReNew AP, based on legal advice obtained, believes that there are merits in its position and that the demand raised by distribution companies would be rescinded by relevant legal authorities and hence no adjustment has been made in the financial statements in this regard.

44 Zemira Renewable Energy Limited has entered into a long-term Power Purchase Agreement ("PPA") having a capacity of 50.40 MWs (wind energy projects) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh ("APDISCOM"). The PPA has a fixed rate per unit of electricity for the 25-year term. With regard to aforementioned PPA, certain litigations as described below are currently underway:

The Government of Andhra Pradesh (the "GoAP") issued an order (the "GO") dated 1 July 2019 constituting a High-Level Negotiation Committee (the "HLNC") for review and negotiation of tariff for wind energy projects in the state of Andhra Pradesh. Pursuant to the GO, APDISCOM issued letters dated 11 July 2019 to Zemira Renewable Energy Limited, requesting for revision of tariffs entered into in PPAs. Zemira Renewable Energy Limited filed a writ petition on 23 July 2019 before the AP High Court ("AP High Court) challenging the GO and the said letters issued by APDISCOM for renegotiation of tariffs. The AP High Court issued its order dated September 24, 2019 enumerating the following:
i. Writ petition is allowed, and both GO the subsequent letters are set aside.
ii. Further, APDISCOM were instructed to honour pending and future bills and pay the same at the interim rate of Rs. 2.43 per unit till determination of O.P. No. 17 of 2018 pending before APERC
iii. Andhra Pradesh Electricity Regulatory Commission (the "APERC") to dispose of the case within a time frame of six months.

Zemira Renewable Energy Limited along with other certain subsidiaries of the ReNew Power Private Limted having similar PPAs with the APDISCOM ("AP Entities") have filed a Writ Petition before the Division Bench of the AP High Court challenging the jurisdiction of APERC in entertaining O.P. No. 17 of 2018. Parallelly, AP Entities have filed another Writ Appeal before the division bench of the AP High Court challenging AP High Court's direction to the APDISCOM to pay tariff at interim rate till determination of OP No. 17 of 2018 by APERC.

Zemira Renewable Energy Limited has a net block of INR 3,819 as at 30 June 2019 (INR 3,858 as at 31 March 2019) and has recognised a revenue of INR 155 for the period ended 30 June 2019 (INR 128 for the period ended 30 June 2018) and has a trade receivable balance of INR 493 as on 30 June 2019 (INR 451 as at 31 March 2019) from sale of electricity against such PPA.

The management basis legal opinion obtained by it, believes that it has strong merits in the case and the final order would be in its favour and hence no adjustment has been made in the Unaudited Special Purpose Interim Combined financial statements including provision for expected credit loss and impairment.

45 The combined current liabilities of the Restricted Group as on 30 June 2019 exceed the combined current assets with the combined current ratio being 0.56:1. The primary reason for this is due to unsecured loans provided by RPPL and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) to certain entities forming part of the Restricted Group which are repayable on demand and hence these are classified as a current liability in these financial statements. The management of RPPL as well as the project lenders considers these unsecured loans as equity contribution for the purposes of project financing.

Further, RPPL and ReNew Solar Power Private Limited would consider the financial position and liquidity of the respective entities forming part of the Restricted Group prior to making any demand for repayment of such unsecured loans and interest accrued thereon. This shall be done to ensure support by RPPL and ReNew Solar Power Private Limited towards the entities in meeting their operating requirements and liabilities as and when they fall due. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of entities forming part of Restricted Group.

46 Due to outbreak of COVID-19 in India and globally, the Restricted Group has made initial assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Restricted Group is in the business of generation of electricity which is having "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 entities forming part of the Restricted Group will not be significant. The management does not see any risks in the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. The Restricted Group is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

47 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants
AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:26:46 +05'30'
per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:00:50 +05'30'
Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:01:32 +05'30'
D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:11:51 +05'30'
Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel: +91 124 681 6000

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of ReNew Power Private Limited ("RPPL")

Report on the Audit of the Special Purpose Combined Financial Statements

Opinion

We have audited the accompanying Special Purpose Combined Financial Statements of Restricted Group (consisting of certain specific subsidiaries of RPPL as listed in note 1 of these financial statements, collectively known as the "Restricted Group"), which comprise the combined Balance Sheet as at 31 March 2020, the combined Statement of Profit and Loss, including the statement of Other Comprehensive Income, the combined Cash Flow Statement and the combined Statement of Changes in Equity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information (collectively known as the "Special Purpose Combined Financial Statements").

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Special Purpose Combined Financial Statements have been prepared, in all material respects, in accordance with the basis of preparation set out in note 3 of the accompanying Special Purpose Combined Financial Statements.

Basis for Opinion

We conducted our audit of the Special Purpose Combined Financial Statements in accordance with the Standards on Auditing (SAs). Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the Special Purpose Combined Financial Statements' section of our report. We are independent of RPPL and the Restricted Group in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Special Purpose Combined Financial Statements.

Emphasis of matter

1. Without modifying our opinion, we draw attention to note 2 and 3 to the Special Purpose Combined Financial Statements, which describes that the Restricted Group has not formed a separate legal group of entities during the year ended 31 March 2020, which also describes the basis of preparation, including the approach to and the purpose for preparing them. Consequently, the Restricted Group's Special Purpose Combined Financial Statements may not necessarily be indicative of the financial performances and financial position of the Restricted Group that would have occurred if it had operated as a separate standalone group of entities during the periods presented.

2. We draw attention to note 45 to the Special Purpose Combined Financial Statements, related to the recoverability of dues under litigation amounting to Rs. 498 million from Southern Power Distribution Company of A.P. Limited by Zemira Renewable Energy Limited (which is forming part of the Restricted Group). Zemira Renewable Energy Limited has filed Writ Petition/appeal before the Hon'ble High Court of Andhra Pradesh related to these matters. Pending the outcome of the cases,

which is not presently determinable, no adjustment has been made to the Special Purpose Combined Financial Statements Our opinion is not qualified in respect of this matter

Responsibilities of Management for the Special Purpose Combined Financial Statements

RPPL's Board of Directors (referred to as the "Management") is responsible for the preparation of these Special Purpose Combined Financial Statements in accordance with basis of preparation set out in note 3 of the accompanying notes to these Special Purpose Combined Financial Statements. This responsibility also includes the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Special Purpose Combined Financial Statements that are free from material misstatement, whether due to fraud or error.

In preparing the Special Purpose Combined Financial Statements, the Management is responsible for assessing the entities forming part of the Restricted Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate any entity forming part of the Restricted Group or to cease operations, or has no realistic alternative but to do so.

The Management is also responsible for overseeing the entities forming part of the Restricted Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Special Purpose Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the Special Purpose Combined Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Special Purpose Combined Financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Special Purpose Combined Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Restricted Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entities forming part of Restricted Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Special Purpose Combined Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions

are based on the audit evidence obtained up to the date of our auditor’s report. However, future events or conditions may cause the entities forming part of Restricted Group to cease to continue as a going concern.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other matters

The Special Purpose Combined Financial Statements have been prepared by the management of RPPL solely in connection with the proposed issuance of the Non-Convertible bonds by each member of the Restricted Group for which RPPL is the guarantor and for inclusion in the Offering Memorandum. As a result, the Special Purpose Combined Financial Statements may not be suitable for another purpose.

For S.R. Batliboi & Co. LLP
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:32:57 +05'30'

per Amit Chugh
Partner
Membership Number: 505224
UDIN: 20505224AAAAHO1453

Place of Signature: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Balance Sheet as at 31 March 2020

(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2020	As at 31 March 2019
Assets			
Non-current assets			
Property, plant and equipment	4	22,911	24,008
Capital work in progress	4	6	35
Goodwill	5	2	2
Other intangible assets	5	462	482
Right of use assets	6	15	-
Financial assets			
Loans	7	87	87
Others	7	0	0
Deferred tax assets (net)	8	120	100
Prepayments	9	12	35
Other non-current assets	10	7	11
Non current tax assets (net)		84	82
Total non-current assets		**23,706**	**24,842**
Current assets			
Inventories	11	15	12
Financial assets			
Derivative instruments	7	34	40
Loans	7	935	887
Trade receivables	12	1,740	1,396
Cash and cash equivalent	13	224	379
Bank balances other than cash and cash equivalent	13	2,007	1,645
Others	7	295	285
Prepayments	9	19	21
Other current assets	10	106	106
Total current assets		**5,375**	**4,771**
Total assets		**29,081**	**29,613**
Equity and liabilities			
Equity			
Equity share capital	14A	439	439
Instruments entirely equity in nature	14E	112	112
Other equity			
Equity component of preference shares	15B	718	718
Securities premium	15C	3,229	3,228
Hedge reserve	15D	13	5
Retained earnings	15E	215	451
Parent's contribution	15F	52	52
Total equity		**4,778**	**5,005**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	16	14,767	15,001
Lease liabilities	17	4	-
Deferred tax liabilities (net)	8	404	248
Other non-current liabilities	18	321	260
Total non-current liabilities		**15,496**	**15,509**

Restricted Group
Special Purpose Combined Balance Sheet as at 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2020	As at 31 March 2019
Current liabilities			
Financial liabilities			
Short-term borrowings	19	5,588	4,819
Trade payables			
Outstanding dues to micro enterprises and small enterprises	20	-	1
Others	20	730	626
Lease Liabilities	17	1	-
Other current financial liabilities	21	2,439	3,578
Other current liabilities	22	47	58
Current tax liabilities (net)		2	17
Total current liabilities		**8,807**	**9,099**
Total liabilities		**24,303**	**24,608**
Total equity and liabilities		**29,081**	**29,613**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:33:19 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:13:09 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:13:25 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:18:34 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of Profit and Loss for the year ended 31 March 2020

(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2020	For the year ended 31 March 2019
Income:			
Revenue from operations	23	3,698	3,775
Other income	24	239	273
Total income		**3,937**	**4,048**
Expenses:			
Other expenses	25	464	491
Total expenses		**464**	**491**
Earning before interest, tax, depreciation and amortisation (EBITDA)		**3,473**	**3,557**
Depreciation and amortisation expense	26	1,176	1,170
Finance costs	27	2,345	2,181
(Loss)/ Profit before tax		**(48)**	**206**
Tax expense			
Current tax	8	31	74
Deferred tax	8	157	(73)
Adjustment of tax related to earlier years		(0)	(0)
(Loss)/ Profit for the year	**(a)**	**(236)**	**205**
Other comprehensive income (OCI)			
Items that will be reclassified to profit and loss in subsequent periods			
Net movement on cash flow hedges		(14)	40
Income tax effect		21	(10)
Net other comprehensive (loss) / income that will be reclassified to profit and loss in subsequent periods	**(b)**	**7**	**30**
Total comprehensive income for the year	**(a) + (b)**	**(229)**	**235**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:33:37 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:13:59 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:13:42 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:18:53 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of Cash Flows for the year ended 31 March 2020

(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Cash flow from operating activities		
(Loss)/ Profit before tax	**(48)**	**206**
Adjustments for:		
Depreciation and amortisation expense	1,176	1,170
Operation and maintenance reserve	113	116
Interest income	(156)	(129)
Interest expense	2,324	2,164
Fair value change of mutual fund (including realised gain)	-	(3)
Loss on settlement of derivative instruments designated as cash flow hedge (net)	-	2
Operating profit before working capital changes	**3,409**	**3,526**
Movement in working capital		
(Increase)/decrease in trade receivables	(344)	(1,118)
(Increase)/decrease in inventories	(4)	(12)
(Increase)/decrease in financial assets	8	(14)
(Increase)/decrease in other current assets	3	17
(Increase)/decrease in prepayments	37	(21)
(Increase)/decrease in other non-current assets	(2)	104
Increase/(decrease) in other liabilities	(22)	(107)
Increase/(decrease) in other current liabilities	(40)	-
Increase/(decrease) in trade payables	103	(788)
Increase/(decrease) in financial liabilities	0	5
Cash generated from operations	**3,148**	**1,592**
Direct taxes paid (net of refunds)	(48)	(90)
Net cash generated from operating activities	**3,100**	**1,502**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including other intangible assets under development, capital creditors and capital advances	(605)	(5,459)
(Investments)/Redemption of bank deposits having residual maturity more than 3 months	(362)	(429)
Loan given to related parties	(97)	-
Loan repaid by related parties	48	1,582
Interest received	137	77
Investment in mutual funds redeemed/(made)	-	926
Net cash used in investing activities	**(879)**	**(3,303)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	1	1,436
Proceeds from issue of preference shares (including premium) (net of share issue expenses)	-	1,147
Proceeds from long-term borrowings	747	11,673
Repayment of long-term borrowings	(1,282)	(1,522)
Loan taken from related parties	146	2,234
Loan repaid to related parties	-	(7,848)
Proceeds from short-term borrowings	1,857	5,653
Repayment of short-term borrowings	(1,816)	(9,071)
Gain on settlement of derivative instruments	38	27
Payment of lease liabilities (including payment of interest expense on lease liabilities)	(1)	-
Interest paid	(2,066)	(1,828)
Net cash (used in) / generated from financing activities	**(2,376)**	**1,901**
Net (decrease) / increase in cash and cash equivalents	**(155)**	**100**
Cash and cash equivalents at the beginning of the year	**379**	**279**
Cash and cash equivalents at the end of the year	**224**	**379**

Restricted Group
Special Purpose Combined Statement of Cash Flows for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

Components of cash and cash equivalents		
Balances with banks:		
- On current accounts	167	322
- On deposit accounts with original maturity of less than 3 months	57	57
Total cash and cash equivalents (note 13)	**224**	**379**

Changes in liabilities arising from financial activities:

Particulars	Opening balance as at 1 April 2019	Cash flows (net)	Other changes*	Closing balance as at 31 March 2020
Long-term borrowings (including current maturities)	16,596	(537)	(498)	15,561
Short-term borrowings	4,819	187	582	5,588
Total liabilities from financing activities	**21,415**	**(350)**	**84**	**21,149**

Particulars	Opening balance as at 1 April 2018	Cash flows (net)	Other changes*	Closing balance as at 31 March 2019
Long-term borrowings (including current maturities)	6,620	10,151	(175)	16,596
Short-term borrowings	13,537	(9,032)	314	4,819
Total liabilities from financing activities	**20,157**	**1,119**	**139**	**21,415**

* other changes includes reinstatement of foreign currency borrowing, adjustment of ancillary borrowing cost and reclassification of loan from related parties.
Refer note 30 for movement in lease liabilities.

Summary of significant accounting policies 3

Notes:
The Statement of Cash Flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:33:56 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:14:40 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:14:58 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:19:23 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of changes in equity for the year ended 31 March 2020

(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of entities forming part of the Restricted Group								Total equity
	Equity share capital*	Instruments entirely equity in nature#	Share application money pending allotment#	Equity component of preference shares#	Reserves and surplus#			Items of OCI#	
					Securities premium	Retained earnings	Parent's contribution	Hedge reserve	
	(refer note 14A)	(refer note 14E)	(refer note 15A)	(refer note 15B)	(refer note 15C)	(refer note 15E)	(refer note 15F)	(refer note 15D)	
At 1 April 2018	**296**	**112**	**-**	**-**	**1,936**	**246**	**52**	**(24)**	**2,618**
Profit for the year	-	-	-	-	-	205	-	-	205
Other comprehensive income (net of taxes)	-	-	-	-	-	-	-	29	29
Total comprehensive income	**-**	**-**	**-**	**-**	**-**	**205**	**-**	**29**	**234**
Equity shares issued during the year	143	-	(1,436)	-	1,293	-	-	-	-
Preference shares issued during the year	-	-	(1,148)	718	-	-	-	-	(430)
Share application money received	-	-	2,584	-	-	-	-	-	2,584
Amount utilized for issue of preference shares	-	-	-	-	(1)	-	-	-	(1)
At 31 March 2019	**439**	**112**	**-**	**718**	**3,228**	**451**	**52**	**5**	**5,005**
Profit for the year	-	-	-	-	-	(236)	-	-	(236)
Other comprehensive loss (net of taxes)	-	-	-	-	-	-	-	8	8
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**(236)**	**-**	**8**	**(228)**
Equity shares issued during the year	0	-	(1)	-	1	-	-	-	-
Share application money received	-	-	1	-	-	-	-	-	1
At 31 March 2020	**439**	**112**	**-**	**718**	**3,229**	**215**	**52**	**13**	**4,778**

*The Special Purpose Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

#Instruments entirely equity in nature, reserves and surplus and items of OCI represents the aggregate amount of Restricted Group entities as at the respective year ends.

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:34:15 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:15:36 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:15:16 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:19:49 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

1 Corporate information

ReNew Power Private Limited (the "Company" or "Parent" or "RPPL") is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 8 November 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

Certain subsidiary companies of the Parent and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) which are collectively referred to as the 'Restricted Group' (as more clearly explained in the note below) intends to issue INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).

Name of entity	Holding Company	Holding percentage
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited	66%
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited	100%
Shruti Power Projects Private Limited (acquired on 16 September 16)	ReNew Power Private Limited	100%
Pugalur ReNewable Private Limited	ReNew Power Private Limited	100%
Bidwal ReNewable Private Limited	ReNew Power Private Limited	100%
Zemira ReNewable Energy Limited (acquired on 31 March 18)	ReNew Power Private Limited	100%
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*	100%
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*	100%
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*	100%

* ReNew Solar Power Private Limited is a wholly owned subsidiary of ReNew Power Private Limited

Entities forming part of the Restricted Group listed above are incorporated in India and are engaged in generation of power through non-conventional and renewable energy sources.

The Special Purpose Combined Financial Statements were approved for issue in accordance with a resolution of the directors of ReNew Power Private Limited on 10th October 2020.

2 Purpose of Special Purpose Combined Financial Statements

The Combined Financial Statements are special purpose financial statements which have been prepared for the purpose of the proposed issue of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).. The Special Purpose Combined Financial Statements presented herein reflect the Restricted Group's results of operations, assets and liabilities and cash flows for the periods presented. The basis of preparation and significant accounting policies used in preparation of these Special Purpose Combined Financial Statements are set out in Note 3 below. These Special Purpose Combined Financial Statements presented herein reflect the Restricted Group's results of operations, assets and liabilities and cash flows for the period presented. The basis of preparation and significant accounting policies used in preparation of these Special Purpose Combined Financial Statements are set out in Note 3 below.

3 Significant accounting policies

3.1 Basis of preparation

The Special Purpose Combined Financial Statements have been prepared in accordance with the recognition, measurement, presentation and disclosure principles specified in the Indian Accounting Standard (Ind AS) notified under Section 133 of the Companies Act, 2013 as amended from time to time, (except Ind AS 33, Earnings per Share), read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended) issued there under, presentation requirements of Division II of Schedule III to the Companies Act, 2013, (Ind AS compliant Schedule III), as applicable and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accounts of India (the "Guidance Note") and other accounting principles generally accepted in India.

Management of the Parent company has prepared the Special Purpose Combined Financial Statements which comprise the Combined Balance Sheet as at 31 March 2020, the Combined Statement of Profit and Loss including other comprehensive income, Combined Statement of Cash Flows and Combined Statement of Changes in Equity for the year ended 31 March 2020, a summary of the significant accounting policies and other explanatory Information.

Management has prepared these Special Purpose Combined Financial Statements to depict the historical cost of the Restricted Group except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments,
- Certain financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

All intercompany transactions and balances within the Restricted Group have been eliminated in full. The transactions that have taken place with other related parties of entities forming part of the Restricted Group but not forming part of the Restricted Group have been disclosed in accordance with Ind AS 24 Related Party Disclosures.

The Special Purpose Combined Financial Statements are not necessarily indicative of the financial performance, financial position and cash flows of the Restricted Group that would have occurred if it had operated as a separate stand-alone Group of entities during the period presented nor of the Restricted Group's future performance. The items in the Special Purpose Combined Financial Statements have been classified considering the principles under Ind AS 1, Presentation of Financial Statements and Division II of Schedule III of Companies Act 2013.

3.2 Basis of combination

The Special Purpose Combined Financial Statements have been prepared by combining like items of assets, liabilities. equity, income, expenses and cash flows of the entities forming part of Restricted Group. All the intragroup assets and liabilities, equity, income, expenses and cash flows relating to entities forming part of Restricted Group have been eliminated and profits or losses arising from intragroup transactions that are recognised in assets, such as inventory and fixed assets have been eliminated in full. All the inter-group transactions are undertaken on Arms Lengths basis. The resulting financial position may not be that which might have existed if the combining businesses had been a stand-alone business.

The carrying values pertaining to an entity, as reflected in the consolidated financial statements of the Parent, are used for the purpose of preparing Special Purpose Combined Financial Statements including fair value adjustment to assets and liabilities on acquisition along with corresponding impact on deferred taxes.

The non-controlling interest held by outsiders amount to INR 123 and INR 110 as of 31 March 2020 and 31 March 2019 respectively.

Share capital and reserves disclosed in the Special Purpose combined financial statements is not the legal capital and reserves of the Restricted Group and is the aggregation of the share capital and reserves of the individual combining entities.

Income taxes are arrived at by aggregation of the tax expenses actually incurred by the combining businesses, after considering the tax effects of any adjustments which is in accordance with the Guidance Note.

The accounting policies and estimates adopted in the preparation of the Special Purpose Combined Financial Statements are consistent with those used in the Special Purpose Combined Financial Statements for the year ended 31 March 2019 except for changes in accounting policy and disclosures as details in note 3.4

Business Combination and Goodwill

Business combinations are accounted for using the acquisition method in the consolidated financial statements of the Parent

At the acquisition date of an entity being part of the Restricted Group by the Parent, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired are measured at the basis indicated below:

- Deferred tax assets or liabilities are recognised and measured in accordance with Ind AS 12 Income Tax.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12

At the acquisition date of an entity being part of the Restricted Group by the Parent, the Parent assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred by the Parent over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Parent re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as Parent's contribution in Other Equity.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Restricted Group’s cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

There are no business combinations made by any of the entities forming part of Restricted Group.

3.3 Summary of significant accounting policies

a) Current versus non-current classification

The Restricted Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The entities forming part of the Restricted Group have identified twelve months as their operating cycle for classification of their current assets and liabilities.

b) Fair value measurement

The entities forming part of the Restricted Group measure financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the entities forming part of the Restricted Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The entities forming part of the Restricted Group use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:
- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the entities forming part of the Restricted Group have determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 33 and 34).

At each reporting date, the management of the entities forming part of the Restricted Group analyse the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Restricted Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the entities forming part of the Restricted Group determine whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:
· Disclosures for significant estimates and assumptions (Refer Note 40)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 35)
· Financial instruments (including those carried at amortised cost) (Refer Note 34 and 35)

c) Revenue recognition

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. The Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of power

Income from supply of power is recognised over time on the supply of units generated from plant to the grid as per terms of the Power Purchase Agreement (PPA) entered into with the customers.

The entities forming part of Restricted Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Group considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction price - remaining performance obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Group expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Group has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity's performance completed to date.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Group provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Group applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from liquidated damages and interest on advances

Income from liquidated damages and interest on advance is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the entities forming part of the Restricted Group to receive dividend is established by the reporting date.

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. When calculating the effective interest rate, the entities forming part of the Restricted Group estimate the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in other income in the Special Purpose Combined Statement of Profit and Loss.

Income from government grants

Refer note (f) for accounting policy.

Contract balances :

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the entities forming part of Restricted Group perform by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the entities forming part of Restricted Group have received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the entities forming part of Restricted Group transfer goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the entities forming part of Restricted Group perform under the contract.

(iii) Trade receivables

A receivable represents the right of entities forming part of Restricted Group to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (n) Financial instruments – initial recognition and subsequent measurement.

d) Foreign currencies

The Restricted Group Financial Statements are presented in Indian rupees (INR), which is also the functional currency of all entities forming part of Restricted Group. Functional currency is the currency of the primary economic environment in which the entities forming part of Restricted Group operates and is normally the currency in which the entities forming part of Restricted Group primarily generates and expends cash.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Restricted Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit and loss.

e) Income taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred tax
Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where the entities forming part of the Restricted Group are entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the entities forming part of the Restricted Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax
Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the entities forming part of the Restricted Group will pay normal income tax. Accordingly, MAT is recognised as deferred tax asset in the Special Purpose Combined Balance Sheet when it is probable that future economic benefit associated with it will flow to the entities forming part of the Restricted Group.

f) Government grants
Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant is related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant is related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the entities forming part of the Restricted Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to Statement of Profit and Loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The entities forming part of the Restricted Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission renewable certificates have been recognised as other income.

Generation based incentive
Generation based incentive is recognized on the basis of supply of units generated by the entities forming part of the Restricted Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

g) Property, plant and equipment

On transition date to Ind AS, the entities forming part of the Restricted Group have elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Capital work in progress and freehold land are stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment except freehold land is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Restricted Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent costs
The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the entities forming part of the Restricted Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition
An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Special Purpose Combined Statement of Profit and Loss when the asset is derecognised.

h) Depreciation / amortisation of property, plant and equipment and intangibles

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	**Useful life (in years)**
Plant and equipment (wind and solar power projects)*	18-25
Furniture & fixture	10
Office equipment	5
Computers	3
Customer contracts	Life of respective power purchase agreements

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment and other intangible assets are reviewed at each financial year end and adjusted prospectively, if appropriate.

i) Leases

As per Ind AS 17 applicable till period ended 31 March 2019

As a lessee
Operating lease payments are recognised as an expense in the Special Purpose Combined Statement of Profit and Loss on a straight-line basis over the lease term.

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Group is classified as a finance lease. An operating lease is a lease other than a finance lease

As a lessor
Leases in which the entities forming part of Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

As per Ind AS 116 applicable from 1 April 2019
The Restricted Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee
Entities forming part of the Restricted Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The entities forming part of the Restricted Group recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets
Entities forming part of the Restricted Group recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over shorter of the lease term and the estimated useful lives of the assets.

If ownership of the leased asset transfers to the entities forming part of Restricted Group at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.
The right-of-use assets are also subject to impairment. Refer to the accounting policies in section (l) Impairment of non-financial assets.

ii) Lease liabilities
At the commencement date of the lease, the rntities forming part of the Restricted Group recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including insubstance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the entities forming part of the Restricted Group and payments of penalties for terminating the lease, if the lease term reflects the entities forming part of the Restricted Group exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses (unless they are incurred to produce inventories) in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the entities forming part of the Restricted Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets
The entities forming part of the Restricted Group applies the short-term lease recognition exemption to its short-term leases (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognised as expense on a straight-line basis over the lease term.

As a lessor
Leases in which the entities forming part of the Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

j) Inventories
Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Impairment of non-financial assets

The entities forming part of the Restricted Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the entities forming part of the Restricted Group estimate the asset’s recoverable amount. An asset’s recoverable amount is the higher of an asset’s or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The entities forming part of the Restricted Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Restricted Group’s CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the entities forming part of the Restricted Group extrapolate cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the entities forming part of the Restricted Group estimate the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying value of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

m) Provisions

Provisions are recognised when the entities forming part of the Restricted Group have a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the entities forming part of the Restricted Group expect some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

n) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the entities forming part of the Restricted Group commit to purchase or sell the asset.

Subsequent measurement
For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost
A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance expense in the Special Purpose Combined Statement of Profit and Loss. The losses arising from impairment are recognised in the Special Purpose Combined Statement of Profit and Loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)
A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the entities forming part of the Restricted Group recognize interest income, impairment losses and reversals and foreign exchange gain or loss in the Statement of Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL)
FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the entities forming part of the Restricted Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The entities forming part of the Restricted Group have not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Equity investments
All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the entities forming part of the Restricted Group may make an irrevocable election to present the subsequent changes in the fair value in OCI. The entities forming part of the Restricted Group make such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the entities forming part of the Restricted Group decide to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the entities forming part of the Restricted Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition
A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:
- The rights to receive cash flows from the asset have expired, or
- The entities forming part of the respective Restricted Group have transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a ‘pass-through’ arrangement; and

Either the entities forming part of the Restricted Group have transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the entities forming part of the Restricted Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the entities forming part of the Restricted Group continue to recognise the transferred asset to the extent of the continuing involvement of the entities forming part of the Restricted Group. In that case, the entities forming part of the Restricted Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the entities forming part of the Restricted Group have retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the entities forming part of the Restricted Group could be required to repay.

Impairment of financial assets
In accordance with Ind AS 109, the Restricted Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The entities forming part of the Restricted Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the entities forming part of the Restricted Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the entities forming part of the Restricted Group determine that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Special Purpose Combined Statement of Profit and Loss.

Financial liabilities

Initial recognition and measurement
Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs. The financial liabilities of the entities forming part of the Restricted Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement
The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in Statement of Profit and Loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The entities forming part of the Restricted Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Redeemable non convertible preference shares
Redeemable non convertible preference shares are separated into liability and equity components based on the terms of the contract. On issuance of the redeemable non convertible preference shares, the fair value of the liability component is determined using a market interest rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion. The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity. Transaction costs are deducted from equity, net of associated income tax.

Compulsorily Convertible Preference shares (CCPS)
Compulsorily Convertible Preference shares are accounted for as Instruments entirely equity in nature since conversion option meets Ind AS 32 criteria for fixed to fixed classification and the dividend distribution is discretionary in nature.

Derecognition
A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Reclassification of financial assets and liabilities
The Restricted Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments
Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

o) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement
Entities forming part of Restricted Group uses derivative financial instruments, such as interest rate swaps and call/put options etc., to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:
- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the entities forming part of Restricted Group formally designates and documents the hedge relationship to which the Restricted Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Restricted Group’s risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument’s fair value in offsetting the exposure to changes in the hedged item’s fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.
Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Special Purpose Combined Statement of Profit and Loss.
The entities forming part of Restricted Group uses interest rate swaps and call/put options etc. as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Special Purpose Combined Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.
If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

p) Cash and cash equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the entities forming part of the Restricted Group's cash management.

q) Measurement of EBITDA

The Restricted Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Restricted Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

r) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date upto the date of the approval for issue of these Special Purpose Combined Financial Statements by the Board of Directors of the Restricted Group are adjusted to respective assets and liabilities.

The entities forming part of the Restricted Group do not adjust the amounts recognised in its Special Purpose Combined Financial Statements to reflect non-adjusting events after the reporting period.

The entities forming part of the Restricted Group make disclosures in the financial statement in cases of significant events.

s) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entities forming part of the Restricted Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

3.4 Changes in accounting policy and disclosures - new and amended standards

The entities forming part of the Restricted Group applied Ind AS 116 for the first time. The nature and effect of the changes as a result of adoption of the new accounting standard are described below.

Several other amendments and interpretations apply for the first time for the year ended 31 March 2020, but do not have an impact on the Special Purpose Combined Financial Statements of the Restricted Group. The Entities forming part of Restricted Group has not early adopted any standards or amendments that have been issued but are not yet effective.

a) Ind AS 116 Leases:

Ind AS 116 supersedes Ind AS 17 Leases. The standard sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessee's to recognise most leases on the balance sheet. Lessor accounting under Ind AS 116 is substantially unchanged from Ind AS 17. Lessors will continue to classify leases as either operating or finance leases using similar principles as in Ind AS 17. Therefore, Ind AS 116 does not have an impact for leases where the Restricted Group is the lessor.

The Entities forming part of Restricted Group adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019, the right-of-use assets were recognised based on the amount equal to the lease liabilities, adjusted for any related prepaid and accrued lease payments previously recognised. Lease liabilities were recognised based on the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application. There is no impact on equity on transition to Ind AS 116 as on 1 April 2019.

The Entities forming part of Restricted Group elected to use the transition practical expedient to not reassess whether a contract is or contains a lease at 1 April 2019. Instead, the entities forming part of Restricted Group applied the standard only to contracts that were previously identified as leases applying Ind AS 17 and Appendix C to Ind AS 17 at the date of initial application. Therefore, the comparative information was not restated and continues to be reported under Ind AS 17. The Entities forming part of Restrcicted Group also applied the available practical expedients wherein it:

- Used a single discount rate to a portfolio of leases with reasonably similar characteristics
- Relied on its assessment of whether leases are onerous immediately before the date of initial application
- Applied the short-term leases exemptions to leases with lease term that ends within 12 months of the date of initial application
- Excluded the initial direct costs from the measurement of the right-of-use asset at the date of initial application
- Used hindsight in determining the lease term where the contract contained options to extend or terminate the lease

The effect of adopting Ind AS 116 as at 1 April 2019 was, as follows:

Particulars	Notes	(INR in Mn) Ind AS 116 impact as at 1 April 2019
Assets		
Non-current assets		
Right of use assets	6	16
Prepayments	9	(10)
Current assets		
Prepayments	9	(1)
Equity		
Non-current liabilities		
Financial liabilities		
Lease liability (refer note 30)	17	(4)
Current liabilities		
Financial liabilities		
Lease liability (refer note 30)	17	(1)

b) Other regulatory changes

On 20th September 2019, vide the Taxation Laws (Amendment) Ordinance, 2019 (the "Ordinance"), the Government of India inserted 115BAA in the Income Tax Act, 1961 which provides domestic companies a non-reversible option to pay corporate tax at reduced rates effective 1st April, 2019, subject to certain conditions. Some of the entities forming part of the Restricted Group have decided to opt for reduced corporate tax rates and accordingly, has recognized current tax and re-measured its deferred taxes as per the provisions of the Ordinance. This has resulted in write-off of MAT credit amounting to INR 134 and recognition of Deferred Tax Liability (DTL) amounting to INR 49 on account of re-measurement of deferred tax as at 31 March 2019. The tax charge for the year has been increased by INR 183.

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4 Property, plant and equipment

	Freehold Land#	Plant and equipment	Office equipment	Furniture & fixtures	Computers	Total property, plant and equipment	Capital work in progress**
Cost							
At 1 April 2018	758	25,144	0	2	0	25,904	152
Additions during the year @	4	162	0	0	1	167	48
Adjustment*	-	(7)	-	-	-	(7)	(3)
Capitalised during the year	-	-	-	-	-	-	(162)
At 31 March 2019	**762**	**25,299**	**0**	**2**	**1**	**26,064**	**35**
Additions during the year @	27	36	0	-	2	65	7
Adjustment*	(6)	(1)	-	-	-	(7)	-
Capitalised during the year	-	-	-	-	-	-	(36)
At 31 March 2020	**783**	**25,334**	**0**	**2**	**3**	**26,122**	**6**
Accumulated depreciation							
At 1 April 2018	-	906	0	0	0	906	-
Charge for the year (refer note 26)	-	1,149	0	1	0	1,150	-
At 31 March 2019	**-**	**2,055**	**0**	**1**	**0**	**2,056**	**-**
Charge for the year (refer note 26)	-	1,154	0	(0)	1	1,155	-
At 31 March 2020	**-**	**3,209**	**0**	**1**	**1**	**3,211**	**-**
Net book value							
At 31 March 2019	**762**	**23,244**	**0**	**1**	**1**	**24,008**	**35**
At 31 March 2020	**783**	**22,125**	**(0)**	**1**	**2**	**22,911**	**6**

# The title of land amounting to INR 86 as on 31 March 2020 (31 March 2019 :INR 87) is not yet in the name of respective entities forming part of the Restricted Group. Further, the title of freehold land amounting to INR 161 as on 31 March 2020 (31 March 2019: INR 183) is held by way General Power of Attorney (GPA). The respective entities forming part of Restricted Group are in process of registration of title deeds of these freehold lands.

@ Capitalised borrowing Costs
The amount of borrowing cost capitalised in the property, plant and equipment assets during the year ended 31 March 2020 is INR Nil (31 March 2019: INR 8)

*** Adjustment pertains to following**
- Adjustment during the year pertains to actualisation of certain provisional capitalisation on full and final settlement with the vendor

****Asset under construction**
Capital work in progress comprises of expenditure with respect to construction of solar power plants.

Mortgage and hypothecation on Property, plant and equipment:
Property, plant and equipment with a carrying amount of INR 22,917 (31 March 2019: INR 24,043) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institutions and buyer's credit as disclosed in Note 16.

5	**Other intangible assets**	**Customer contracts**	**Total intangibles**	**Goodwill**
	Cost			
	At 1 April 2018	505	505	2
	At 31 March 2019	**505**	**505**	**2**
	At 31 March 2020	**505**	**505**	**2**
	Amortisation			
	At 1 April 2018	3	3	-
	Amortisation for the year (refer note 26)	20	20	-
	At 31 March 2019	**23**	**23**	-
	Amortisation for the year (refer note 26)	20	20	-
	At 31 March 2020	**43**	**43**	-
	Net book value			
	At 31 March 2019	**482**	**482**	**2**
	At 31 March 2020	**462**	**462**	**2**

Mortgage and hypothecation on Customer contracts

Customer contracts with a carrying amount of INR 462 (31 March 2019: INR 482) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institutions and buyer's credit as disclosed in Note 16.

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6 Right of use assets

Particulars	As at 31 March 2020	
	Land	**Total**
As at 1 April 2019 on account of adoption of Ind AS 116	16	16
Additions during the year	0	0
Depreciation charged to profit and loss during the period (refer note 26)	(1)	(1)
Balance as on 31 March 2020	**15**	**15**

Entities forming part of Restricted Group have adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019. Therefore figures of right of use assets for the previous year i.e as at 31 March 2019 is Nil.

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7 Financial assets	**As at 31 March 2020**	**As at 31 March 2019**
Non-current		
Financial assets at amortised cost		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	0	-
Loans to related parties (refer note 29)	87	87
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**87**	**87**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	34	40
Total	**34**	**40**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 13)	0	0
Total	**0**	**0**
Current (unsecured, considered good unless stated otherwise)		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiary - redeemable non cumulative preference shares (refer note 29)	887	887
Security deposits	-	0
Loans to related parties (refer note 29)	48	-
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**935**	**887**
Others		
Government grants*		
- Generation based incentive receivable	29	25
Recoverable from related parties (refer note 29)	158	167
Interest accrued on fixed deposits	50	44
Interest accrued on loans to related parties (refer note 29)	58	49
Total	**295**	**285**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the entities forming part of the Restricted Group. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the entities forming part of Restricted Group either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

8 Deferred tax

(a) Deferred tax assets (net)

			As at 31 March 2020	As at 31 March 2019
Deferred tax relates to the following:				
Deferred tax related to items recognised in Statement of Profit and Loss:				
Deferred tax liabilities (gross)				
Difference in written down value as per books of account and tax laws			1,528	942
Right of use assets net of lease liabilities			0	-
Unamortised ancillary borrowing cost			-	0
		(a)	1,528	942
Deferred tax assets (gross)				
Losses available for offsetting against future taxable income			1,609	884
Provision for operation and maintenance			25	15
Unused tax credits (MAT)			14	143
		(b)	1,648	1,042
Deferred tax assets (net)	**(c) = (b) - (a)**		**120**	**100**

(b) Deferred tax liabilities (net)

			As at 31 March 2020	As at 31 March 2019
Deferred tax relates to the following:				
Deferred tax recognised through Goodwill			11	11
		(d)	**11**	**11**
Deferred tax liabilities recognised through Equity				
Compound financial instruments			253	253
		(e)	**253**	**253**
Deferred tax related to items recognised in OCI:				
Deferred tax assets (gross)				
Loss on mark to market of derivative instruments			19	-
		(f)	**19**	**-**
Deferred tax liabilities (gross)				
Gain on mark to market of derivative instruments			-	2
		(g)	**-**	**2**
Deferred tax related to items recognised in Statement of Profit and Loss:				
Deferred tax liabilities (gross)				
Difference in written down value as per books of account and tax laws			1,702	2,253
Right of use assets net of lease liabilities			0	-
Unamortised ancillary borrowing cost			1	-
		(h)	**1,703**	**2,253**
Deferred tax assets (gross)				
Provision for operation and maintenance			63	30
Compound financial instruments			13	0
Unused tax credit (MAT)			-	1
Losses available for offsetting against future taxable income			1,468	2,240
		(i)	**1,544**	**2,271**
Deferred tax liabilities (net)	**(j) = (d) + (e) + (g) + (h) - (f) - (i)**		**404**	**248**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	For the year ended 31 March 2020	For the year ended 31 March 2019
Accounting profit before income tax	**(48)**	**206**
Tax at the India's tax rate of 29.94% (31 March 2019 : 26%)	(14)	54
(Average tax rate used is the weighted average of actual tax rates applicable for entities forming part of restricted group and their respective profits before tax.)		
Impact of ICDS related to hedge contracts routed through OCI	15	
Effect of entities with losses, tax rate differences and other combination adjustments	(1)	(32)
On account of adoption of new tax ordinance		
- MAT credit written off	134	-
- Recognition/(Reduction) in DTL/(Recognition)/Reduction in DTA	49	-
Damage claim for loss of revenue (considered as capital receipt not offered to tax)	-	(20)
Adjustment of tax relating to earlier periods	4	(0)
Others deductible or non-deductible items	1	(1)
At the effective income tax rate	**188**	**1**
Current tax expense reported in the Statement of Profit and Loss	31	74
Deferred tax expense reported in the Statement of Profit and Loss*	157	(73)
Adjustment of tax related to earlier years	(0)	(0)
	188	**1**

*** Where deferred tax expense relates to the following :**		
Compound financial instruments	(13)	(0)
Losses available for offsetting against future taxable Income	46	(1,464)
Fair value gain on financial instruments at fair value through profit and loss	-	(1)
Preliminary expenses not written off under tax laws	0	0
Amortisation of ancillary borrowing cost	1	-
Right of use asset net of lease liability	0	-
Difference in WDV as per books of accounts and tax laws	35	1,478
Operation and maintenance	(42)	(9)
Unused tax credit (MAT)	131	(76)
Business Combination	(1)	(1)
	157	**(73)**

Reconciliation of deferred tax assets (net):

	31 March 2020	31 March 2019
Opening balance of DTA/(DTL) (net)	**(148)**	**42**
Deferred tax income/(expense) during the year recognised in profit and loss	(157)	73
Deferred tax income/(expense) during the year recognised through Equity	-	(253)
Deferred tax income/(expense) during the year recognised in OCI	21	(10)
Closing balance of DTA/(DTL) (net)	**(284)**	**(148)**

The entities forming part of Restricted Group has tax losses and unabsorbed depreciation which arose in India of INR 12,094 (31 March 2019: INR 11,965). The unabsorbed depreciation can be carried forward indefinately as per the Income Tax Act.

Out of this, the tax losses that are available for offsetting for eight years against future taxable profits of the companies in which the losses arose are of INR 41 (31 March 2019: INR 8). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 12,052 (31 March 2019: INR 11,957).

The entities forming part of Restricted Group has recognised deferred tax asset of INR 3,076 (31 March 2019: INR 3,114) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry period of Minimum alternate tax recoverable as on 31 March 2020 is 15 years (31 March 2019: 11-15 years).

9 Prepayments	As at 31 March 2020	As at 31 March 2019
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	12	35
Total	**12**	**35**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	19	21
Total	**19**	**21**

10 Other assets	**As at 31 March 2020**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	4	10
Advances recoverable	3	1
Security deposits	0	0
Balances with government authorities	0	0
Total	**7**	**11**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable	104	105
Balances with government authorities	2	1
Total	**106**	**106**

11 Inventories	**As at 31 March 2020**	**As at 31 March 2019**
Consumables and spares	15	11
Traded goods	-	1
Total	**15**	**12**

12 Trade receivables	**As at 31 March 2020**	**As at 31 March 2019**
Unsecured, considered good	1,740	1,396
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	-	-
	1,740	1,396
Less: Impairment allowance for bad and doubtful debts	-	-
Total	**1,740**	**1,396**

No trade or other receivables are due from directors or other officers of the entities forming part of the Restricted Group either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days.

13 Cash and cash equivalents	**As at 31 March 2020**	**As at 31 March 2019**
Cash and cash equivalents		
Balance with bank		
- On current accounts	167	322
- Deposits with original maturity of less than 3 months	57	57
Total	**224**	**379**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	2,007	1,645
- Remaining maturity for more than twelve months #	0	0
	2,007	**1,645**
Less: amount disclosed under financial assets (others) (Note 7)	(0)	(0)
Total	**2,007**	**1,645**

# Fixed deposits of INR 558 (31 March 2019: INR 640) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 to 1826 days and carry an interest rate of 3.85% to 8.00% which is receivable on maturity.

14 Share capital

The Special Purpose Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2018	44,105,000	441
Increase during the year	13,440,000	134
At 31 March 2019	57,545,000	575
At 31 March 2020	**57,545,000**	**575**
0.0001% compulsory convertible preference shares of INR 10 each		
At 1 April 2018	13,650,000	137
At 31 March 2019	13,650,000	137
At 31 March 2020	**13,650,000**	**137**
0.0001% redeemable non cumulative preference shares of INR 10 each		
At 1 April 2018	-	-
Increase during the year	11,875,000	119
At 31 March 2019	11,875,000	119
At 31 March 2020	**11,875,000**	**119**

Issued share capital	**Number of shares**	**Amount**
14A Equity shares of INR 10 each issued, subscribed and paid up		
At 1 April 2018	29,509,930	296
Shares issued during the year	14,364,000	143
At 31 March 2019	43,873,930	439
Shares issued during the year	3,650	0
At 31 March 2020	**43,877,580**	**439**

Terms/rights attached to equity shares

The entities forming part of Restricted Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the entities forming part of Restricted Group will pay dividends in Indian rupees.
In the event of liquidation of entities forming part of the Restricted Group, the holders of equity shares of entities forming part of Restricted Group will be entitled to receive remaining assets of the respective entity, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective entity.

14B Shares held by the holding company of entities forming part of Restricted Group

	As at 31 March 2020		**As at 31 March 2019**	
	Number of shares	**Amount**	**Number of shares**	**Amount**
ReNew Solar Power Private Limited*				
Equity shares of INR 10 each	50,000	1	50,000	1
ReNew Power Private Limited*				
Equity shares of INR 10 each	43,706,050	437	43,705,850	437
0.0001% compulsorily convertible preference shares of INR 10 each	11,153,350	112	11,153,350	112
0.0001% redeemable non cumulative preference shares of INR 10 each	114,735,700	1,147	114,735,700	1,147

*for details of relationship with the respective entities of the Restricted Group refer note 29.

14C Details of shareholders holding more than 5% shares in the Restricted Group

	As at 31 March 2020		**As at 31 March 2019**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
ReNew Power Private Limited*	43,706,050	99.61%	43,705,850	99.62%
0.0001% redeemable non cumulative preference shares of INR 10 each				
ReNew Power Private Limited*	114,735,700	100.00%	114,735,700	100.00%
0.0001% compulsorily convertible preference shares of INR 10 each				
ReNew Power Private Limited*	11,153,350	100.00%	11,153,350	100.00%

As per the records of the entities forming part of the Restricted Group, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.
*for details of relationship with the respective entities of the Restricted Group refer note 29.

14D No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

14E Instruments entirely equity in nature:

0.0001% compulsorily convertible preference shares of INR 10 each

	Number of shares	Amount
At 1 April 2018	11,153,350	112
At 31 March 2019	11,153,350	112
At 31 March 2020	**11,153,350**	**112**

Terms/rights attached to preference shares

0.0001% compulsorily convertible preference shares (face value Rs 10 each) (CCPS)
Renew Wind Energy (AP) Private Limited issued 3,059,600 CCPS in financial year 2014-15 and 8,093,750 CCPS during the FY ended March 31, 2016 of Rs.10 each fully paid-up at a premium of Rs. 90 per share. CCPS carry non cumulative dividend @ 0.001%. Renew Wind Energy (AP) Private Limited declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

CCPS do not carry voting rights and are transferable. CCPS of 8,093,750 and 3,059,600 shall be compulsorily converted into one equity share for each preference share at the price of Rs. 100 per share in August 2035 and January 2034 respectively.

In the event of Liquidation of Renew Wind Energy (AP) Private Limited, the holders of CCPS shall be entitled to receive an amount that equal to the face value of CCPS. The remaining assets and funds of Renew Wind Energy (AP) Private Limited available for distribution to shareholders of Renew Wind Energy (AP) Private Limited shall be distributed among all holders of CCPS and equity shares based on the number of equity shares held by each of them.

15 Other equity

15A Share application money pending allotment

At 1 April 2018	-
Share application money received	2,584
Equity shares issued during the year	(1,436)
Preference shares issued during the year	(1,148)
At 31 March 2019	-
Share application money received	1
Equity shares issued during the year	(1)
At 31 March 2020	**-**

15B Equity component of preference shares:

0.0001% redeemable non cumulative preference shares of INR 10 each (including share premium of INR 90 each)	Number of shares	Total proceeds	Liability component (refer note 16)	Equity component**
At 1 April 2018	-	-	-	-
Shares issued during the year	114,735,700	1,147	176	718
Accretion during the year	-	-	1	-
At 31 March 2019	114,735,700	1,147	177	718
Accretion during the year	-	-	18	-
At 31 March 2020	**114,735,700**	**1,147**	**196**	**718**

(**Adjusted for deferred tax at inception)

Terms/rights attached to preference shares

0.0001% redeemable non cumulative preference shares (RNCPS)

Pugalur Renewable Private Limited issued 63,205,700 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. Pugalur Renewable Private Limited declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of Pugalur Renewable Private Limited is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of Pugalur Renewable Private Limited ,the RNCPS shall be entitled to receive in preference to the equity shareholders of the Pugalur Renewable Private Limited, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

0.0001% redeemable non cumulative preference shares (RNCPS)
Bidwal Renewable Private Limited issued 51,530,000 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. Bidwal Renewable Private Limited declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of Bidwal Renewable Private Limited is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of Bidwal Renewable Private Limited ,the RNCPS shall be entitled to receive in preference to the equity shareholders of the Bidwal Renewable Private Limited, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

15C Securities premium

At 1 April 2018	1,936
Premium on issue of equity shares during the year	1,293
Amount utilized against for issue of shares	(1)
At 31 March 2019	**3,228**
Premium on issue of equity shares during the year	1
At 31 March 2020	**3,229**

Nature and purpose

Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

15D Hedge reserve

At 1 April 2018	(24)
Movement in hedge reserve, net of taxes (refer note 32)	29
At 31 March 2019	**5**
Movement in hedge reserve, net of taxes (refer note 32)	8
At 31 March 2020	**13**

Nature and purpose

Entities forming part of Restricted Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the entities forming part of restricted group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the Statement of Profit and Loss when the hedged item affects profit and loss (example: principal and interest payments).

15E Retained earnings

At 1 April 2018	246
Profit/(loss) for the year	205
At 31 March 2019	**451**
Profit for the year	(236)
At 31 March 2020	**215**

15F Parent's contribution

At 1 April 2018	**52**
At 31 March 2019	**52**
At 31 March 2020	**52**

Nature and purpose

The Parent has carried fair value adjustment to assets and liabilities (net of deferred tax) in its consolidated financial statements on acquisition of entities forming part of restricted group. These fair value adjustment to assets and liabilities (net of deferred tax) has been reflected in Combined financial statements of Restricted Group in accordance with requirement of the Guidance Note with corresponding credit being recognised as Parent’s contribution.

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16 Long-term borrowings

	Nominal interest rate %	Maturity	Non-current		Current	
			31 March 2020	**31 March 2019**	**31 March 2020**	**31 March 2019**
Term loan from bank (secured)	9.45% - 12.10%	December 2026 - March 2035	5,020	9,226	298	477
Term loan from financial institutions (secured)	9.92% - 14.45%	September 2031 - October 2036	9,551	5,598	496	271
Buyer's / Supplier's credit (secured)	6.81% -6.83%	December 2019	-	-	-	847
Liability component of preference shares (refer note 14E)	0.0001%	March 2038	196	177	-	-
Total long-term borrowings			**14,767**	**15,001**	**794**	**1,595**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 21)			-	-	(794)	(1,595)
			14,767	**15,001**	**-**	**-**

Notes:

(i) Term loan from bank (secured)

Term loan from banks are secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the entities forming part of the Restricted Group.

(ii) Term loan from financial institutions (secured)

Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, other intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective entities.

(iii) Buyer's / Supplier's credit (secured)

Buyer's/ Supplier's credit are secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the entities forming part of the Restricted Group. Creation of charge by way of mortgage and assignment is under process.

(iv) All the loans are covered by corporate guarantee of ReNew Power Private Limited.

(v) Zemira Renewables Private Limited (referred to as “Zemira”) has an outstanding term loan balance of INR 3,048 from Piramal Capital & Housing Finance Limited and PHL FINVEST Private Limited (collectively referred to as “Piramal”) as at 31 March 2020. As per terms of agreement with Piramal, principal instalment of INR 29 and interest of INR 33 was due on 30 June 2020 against which Zemira has availed moratorium from the Piramal till 30 September 2020 through approval letters dated 28 July 2020 under “Reserve Bank of India’s COVID 19 - Regulatory Package dated 27 March 2020”. Subsequently on 23 September 2020, Zemira issued 14.45% redeemable Non-Convertible debentures (referred to as “NCDs”) amounting to INR 3,075 to India Investment Opportunities Fund. Further, on 24 September 2020, the outstanding balance for existing term loan increased to INR 3,181 (with accrual of interest till such date) and the proceeds from NCDs have been utilised to partially repay the term loan balance to an extent of INR 3,075. Zemira plans to issue further NCDs to repay the remaining unpaid balance of existing term loan i.e. INR 106 and repay such balance by 31 March 2021. The NCDs issued, are repayable in quarterly instalments starting from September 2020 to March 2036.

(vi) Entities forming part of the Restricted Group have not created charge on security against outstanding loan balances given below mainly on account of pending approvals from government agencies with respect to land mortgages. The charge will be created as and when the respective entities get the necessary approvals from these agencies. None of the entities listed below have received any approval till date.

Company Name	**Lender Name**	**Outstanding loan**
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	358
Renew Wind Energy (AP) Private Limited	IFCI LTD	1,230
Renew Wind Energy (AP 3) Private Limited	Ptc Financial Services Pvt. Ltd.	838
Shruti Power Private Limited	IDFC Infra Debt Fund Limited	456
Pugalur Renewable Private Limited	Indusind Bank Ltd	506
Pugalur Renewable Private Limited	Rural Electrification Corporation L	2,776
Bidwal Renewable Private Limited	Indusind Bank Ltd	722
Bidwal Renewable Private Limited	Rural Electrification Corporation L	1,816
ReNew Wind Energy (Rajasthan Four) Private Limited	IDFC Bank Ltd.	562
ReNew Wind Energy (Rajasthan Four) Private Limited	Tata Cleantech Capital Ltd.	73
Renew Wind Energy (Maharashtra) Private Limited	IDFC Bank Ltd.	783
Renew Wind Energy (Maharashtra) Private Limited	Tata Cleantech Capital Ltd.	76
Bhumi Prakash Private Limited	IDFC Bank Ltd.	4
Bhumi Prakash Private Limited	Tata Cleantech Capital Ltd.	74
Bhumi Prakash Private Limited	Union Bank Ltd.	313
Tarun Kiran Bhoomi Private Limited	IDFC Bank Ltd.	881
Tarun Kiran Bhoomi Private Limited	Tata Cleantech Capital Ltd.	57
Total		**11,525**

(vii) ReNew Solar Power Private Limited has pledged as on 31 March 2020: 25,500 (31 March 2019: 25,500) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

(vii) ReNew Power Private Limited has pledged as on 31 March 2020: 28,431,922 (31 March 2019: 22,236,902) equity shares and as on 31 March 2020: 65,838,365 (31 March 2019:7,323,158) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

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17 Lease liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Non-current		
Lease liabilities (refer note 30)	4	-
Total	**4**	**-**
Current		
Lease liabilities (refer note 30)	1	-
Total	**1**	**-**

18 Other non-current liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	321	260
Total	**321**	**260**

19 Short term borrowings	**As at 31 March 2020**	**As at 31 March 2019**
Working capital term loan (secured)	1,229	-
Loan from related party (unsecured) (refer note 29)	3,777	4,507
Buyer's / Supplier's credit (secured)	582	312
Total	**5,588**	**4,819**

Working capital term loan (secured)

The term loan from IFCI Limited availed by ReNew Wind Energy (AP) Private Limited carries an interest rate of 10.35% and is repayable with a bullet payment at the end of the tenure of 365 days. It is secured by first pari-passu charge by way of hypothecation of all moveable and immovable fixed assets and current assets of ReNew Wind Energy (AP) Private Limited including book debts, operating cash flows, receivables, commissions, insurance proceeds of performance warranty and revenues, bank accounts and contracts in relation to the subject project.

As per terms of agreement with IFCI Limited, the maturity date of the loan was 15 May 2020. ReNew Wind Energy (AP3) availed moratorium on the principal payment till 15 August 2020 through an approval letter dated 24 April 2020, further extended till 15 November 2020 through an approval letter dated 09 September 2020 under the "Reserve Bank of India's COVID 19 – Regulatory Package dated 27 March 2020".

Loan from related party (unsecured)

Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

Buyer's / Supplier's credit (secured)

Buyer's/Supplier credits carries an interest rate of 1 month Libor 80 bps to 3 month Libor 110 bps and 6 month Libor 90 bps to 6 month Libor 110 bps. These are secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the respective entities forming part of the Restricted Group. Creation of charge by way of mortgage and assignment is under process.

20 Trade payables	**As at 31 March 2020**	**As at 31 March 2019**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 38)	-	1
Others	730	626
Total	**730**	**627**

21 Other current financial liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 16)	794	1,595
Others		
Interest accrued but not due on borrowings	878	660
Capital creditors	767	1,323
Total	**2,439**	**3,578**

22 Other current liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	29	22
Other payables		
TDS payable	18	22
GST payable	-	14
Total	**47**	**58**

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Restricted Group
Notes to Special Purpose Combined Financial Statements for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

23 Revenue from operations	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Income from contracts with customers		
Sale of power	3,698	3,775
Total	**3,698**	**3,775**

24 Other income	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Interest income accounted at amortised cost		
- on fixed deposit with banks	140	106
- on loan to related parties (refer note 29)	10	23
- income tax refund	5	-
Government grant		
- generation based incentive	55	57
- sale of emission reduction certificates	1	-
Damage claim for loss of revenue (refer note 43)	-	76
Insurance claim	1	2
Fair value change of mutual fund (including realised gain)	-	3
Miscellaneous income	27	6
Total	**239**	**273**

25 Other expenses	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Legal and professional fees	7	26
Corporate social responsibility (refer note 39)	4	2
Travelling and conveyance	5	7
Rent	0	1
Printing and stationery	0	0
Management shared services	83	90
Rates and taxes	3	22
Payment to auditors (refer details below)	6	4
Insurance	14	13
Operation and maintenance	315	291
Repair and maintenance		
- plant and machinery	3	2
- Others	0	-
Guest house expenses	0	1
Security charges	2	7
Communication costs	2	1
Foreign exchange loss (net)	9	13
Penalty for delay in project commissioning	-	1
Miscellaneous expenses	11	10
	464	**491**

Payment to auditors	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
As auditor:		
Audit fee	5	4
In other capacity:		
Certification fees	0	-
Reimbursement of expenses	1	0
	6	**4**

26 Depreciation and amortisation expense	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Depreciation of property, plant and equipment (refer note 4)	1,155	1,150
Amortisation of other intangible assets (refer note 5)	20	20
Depreciation of right of use assets (refer note 6)	1	-
Total	**1,176**	**1,170**

27 Finance costs	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Interest expense on		
- term loans	1,949	1,201
- loan from related party (refer note 29)	296	474
- acceptance	0	318
- buyer's/supplier's credit	57	92
- Interest on leases	0	-
- liability component of redeemable non-cumulative preference shares	18	1
- commercial papers	-	78
- others	3	1
Bank charges	22	16
Total	**2,345**	**2,181**

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28 Earnings per share (EPS)

The special purpose Combined Financial Statements do not represent legal entity structure and are aggregated for a specific purpose. Accordingly, Earnings Per Share (EPS) on aggregated number of shares has not been disclosed.

29 Related party disclosures

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 year and description of relationship as identified by the management are:

I. Holding Company :

Name of entity	Holding Company
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited
Shruti Power Projects Private Limited	ReNew Power Private Limited
Pugalur ReNewable Private Limited	ReNew Power Private Limited
Bidwal ReNewable Private Limited	ReNew Power Private Limited
Zemira ReNewable Energy Limited	ReNew Power Private Limited
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*

*ReNew Solar Power Private Limited is a 100% subsidiary of ReNew Power Private Limited.

II. Ultimate Holding Company

Renew Power Private Limited

III. Key management personnel (KMPs) :

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

IV. Fellow subsidiaries with whom transactions occurred during the year:

Helios Infratech Private Limited
Kanak Renewables Limited
ReNew Vayu Urja Private Limited
Ostro Energy Private Limited
Ostro Kutch Wind Private Limited
Ostro Madhya Wind Private Limited
Rajat Renewables Limited
ReNew Akshay Urja Limited
ReNew Clean Energy Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Agni Power Private Limited
ReNew Power Services Private Limited
ReNew Saur Shakti Private Limited
ReNew Services Private Limited
ReNew Solar Energy (Jharkhand One) Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Solar Energy (TN) Private Limited
ReNew Solar Energy Private Limited
ReNew Solar Services Private Limited
ReNew Wind Energy (AP Five) Private Limited
ReNew Wind Energy (Budh 3) Private Limited
ReNew Wind Energy (Jath) Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
ReNew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Four) Private Limited
ReNew Wind Energy (MP Two) Private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Rajasthan) Private Limited
ReNew Wind Energy (Shivpur) Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Varekarwadi) Private Limited

b) Details of transactions with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2020	For the year ended 31 March 2019
Unsecured loan received	434	7,412	409	480
Unsecured loan repaid	1,574	9,475	-	700

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the year ended 31 March 2020	For the year ended 31 March 2019	For the year ended 31 March 2020	For the year ended 31 March 2019
Expenses incurred by holding	12	129	2	0
Expenses incurred on behalf of holding company	1	2	-	-
Sale of consumables	0	-	-	-
Share application money received	0	2,583	-	-
Issue of RNCPS	-	1,147	-	-
Reimbursement of expenses	9	5	0	-
Purchase of Services# (management shared service)	45	58	22	22
Issue of equity shares (including security premium)	0	2,583	-	-
Interest expense on unsecured loan	114	311	182	167

# ReNew Power Private Limited, the holding Company and ReNew Power Services private Limited, a fellow subsidiary have charged certain common expenses to its subsidiary companies and fellow subsidiaries on the basis of its best estimate of expenses incurred for each of its subsidiary companies and fellow subsidiaries and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

c) Details of outstanding balances with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	31 March 2020	31 March 2019	31 March 2020	31 March 2019
Unsecured loan payable	1,332	2,472	2,444	2,035
Trade payables	172	108	46	22
Capital creditor*	212	228	12	12
Interest expense accrued on unsecured loan	439	333	418	310
Allotment of equity shares	0	2,583	-	-
Liability component of preference shares	196	177	-	-
Recoverable from related parties	0	-	-	-

*Including Provision of INR Nil (31 March 2019 : Nil)

d) Details of transactions with fellow subsidiaries:

i) Loans given and repaid thereof and interest expense thereon

Particulars	For the year ended 31 March 2020			For the year ended 31 March 2019		
	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan	Unsecured loan received	Unsecured loan repaid	Interest income on unsecured loan
ReNew Clean Energy Private Limited	-	-	0	-	-	0
Rajat Renewables Limited	-	-	0	-	808	15
Kanak Renewables Limited	-	-	7	28	801	8
ReNew Solar Services Private Limited	97	48	3	-	-	-

ii) Expenses incurred and payment made on behalf and purchase of land

Particulars	For the year ended 31 March 2020			For the year ended 31 March 2019		
	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land
Helios Infratech Private Limited	-	0	-	-	-	-
KCT Renewable Energy Private Limited	0	-	-	-	-	-
Ostro Energy Private Limited	0	0	-	0	-	-
Ostro Madhya Wind Private Limited	0	0	-	0	-	-
ReNew Akshay Urja Limited	-	-	-	0	-	-
ReNew Saur Urja Private Limited	-	-	-	0	0	-
ReNew Solar Energy (Rajasthan) Private Limited	2	17	-	-	-	-
ReNew Power Services Private Limited	0	0	-	0	0	-
ReNew Solar Energy Private Limited	-	0	-	0	0	-
ReNew Wind Energy (AP Five) Private Limited	-	0	-	-	-	-
ReNew Wind Energy (Budh 3) Private Limited	-	-	-	1	0	-
ReNew Wind Energy (Karnataka) Private Limited	0	-	-	22	-	-
ReNew Wind Energy (MP Four) Private Limited	17	-	-	-	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Sipla) Private Limited	0	0	-	-	0	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	0	-	-	-	-

iii) Purchase of management shared services, engineering procurement and construction services, consumables and operation and maintenance services and sale of consumables

Particulars	For the year ended 31 March 2020		For the year ended 31 March 2019	
	Management shared services	Reimbursement of expenses	Management shared services	Reimbursement of expenses
ReNew Power Services Private Limited	7	-	4	-

Particulars	For the year ended 31 March 2020		For the year ended 31 March 2019	
	EPC Purchase	Operation and maintenance	EPC Purchase	Operation and maintenance
ReNew Solar Energy Private Limited	-	-	4	-
ReNew Saur Urja Private Limited	0	-	-	-
ReNew Power Services Private Limited	-	85	6	82

Particulars	For the year ended 31 March 2020		For the year ended 31 March 2019	
	Consumables Sales	Consumable Purchases	Consumables Sales	Consumable Purchases
Ostro Kutch Wind Private Limited	0	-	-	-
Ostro Madhya Wind Private Limited	1	4	-	-
ReNew Saur Urja Private Limited	-	0	-	-
ReNew Power Services Private Limited	0	6	-	5
ReNew Saur Shakti Private Limited	2	-	-	-
ReNew Services Private Limited	0	1	-	-
ReNew Wind Energy (Budh 3) Private Limited	0	0	0	0
ReNew Wind Energy (Karnataka 4) Private Limited	-	0	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	2	0	0	0
ReNew Wind Energy (Rajasthan) Private Limited	0	0	-	-
ReNew Solar Energy (TN) Private Limited	-	0	-	-
ReNew Wind Energy (MP Two) Private Limited	-	0	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	-	0	-	-
ReNew Wind Energy (Orissa) Private Limited	-	0	-	0
ReNew Agni Power Private Limited	-	-	0	-
ReNew Clean Energy Private Limited	-	-	0	-
ReNew Solar Energy Private Limited	-	-	-	0
ReNew Wind Energy (MP Four) Private Limited	-	-	-	0

iv) Trading purchase

Particulars	For the year ended 31 March 2020	For the year ended 31 March 2019
ReNew Sol Energy (Jharkhand One) Private Limited	0	-
Ostro Energy Private Limited	0	6

v) Proceeds from issue of equity shares (including security premium)

Particulars	For the year ended 31 March 2020	For the year ended 31 March 2019
ReNew Wind Energy (Karnataka Five) Private Limited	1	-

e) Details of outstanding balances with fellow subsidiaries:

i) Loan receivable and interest income receivable

Particulars	31 March 2020		31 March 2019	
	Loan receivable	Interest receivable	Loan receivable	Interest payable
ReNew Clean Energy Private Limited	5	4	5	4
Rajat Renewables Limited	-	20	-	20
Kanak Renewables Limited	82	20	82	14
ReNew Solar Energy (Karnataka Two) Private Limited	-	11	-	11
ReNew Power Services Private Limited	887	-	887	-
ReNew Solar Services Private Limited	48	3	-	-

ii) Trade payable, capital creditor and recoverable from related parties

Particulars	31 March 2020			31 March 2019		
	Trade payable	Capital creditor*	Recoverable from related parties	Trade payable	Capital creditor	Recoverable from related parties
Helios Infratech Private Limited	-	-	0	-	-	-
KCT Renewable Energy Private Limited	0	-	-	-	-	-
Ostro Energy Private Limited	7	-	0	6	-	-
Ostro Kutch Wind Private Limited	-	-	0	-	-	-
Ostro Madhya Wind Private Limited	3	-	1	0	-	-
ReNew Akshay Urja Limited	0	-	-	0	-	-
ReNew Clean Energy Private Limited	-	-	0	-	-	0
ReNew Saur Urja Private Limited	0	0	1	0	0	0
ReNew Solar Energy (Rajasthan) Private Limited	2	28	-	-	28	-
ReNew Solar Energy (Telangana) Private Limited	0	-	-	0	-	-
ReNew Agni Power Private Limited	-	-	0	-	-	0
ReNew Power Services Private Limited	63	115	0	72	243	-
ReNew Saur Shakti Private Limited	-	-	3	-	-	-
ReNew Services Private Limited	0	-	-	-	-	-
ReNew Sol Energy (Jharkhand One) Private Limited	0	-	-	-	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	0	-	-	-	-	-

Particulars	31 March 2020			31 March 2019		
	Trade payable	**Capital creditor***	**Recoverable from related parties**	**Trade payable**	**Capital creditor**	**Recoverable from related parties**
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	0	-	-
ReNew Solar Energy (TN) Private Limited	0	-	-	-	-	-
ReNew Solar Energy Private Limited	0	26	74	0	250	73
ReNew Wind Energy (AP Five) Private Limited	0	20	7	0	20	6
ReNew Wind Energy (Budh 3) Private Limited	1	-	0	1	-	0
ReNew Wind Energy (Jath) Limited	1	-	-	1	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Karnataka 4) Private Limited	0	-	70	-	-	70
ReNew Wind Energy (Karnataka) Private Limited	337	-	-	337	-	-
ReNew Wind Energy (MP Four) Private Limited	-	-	-	0	-	18
ReNew Wind Energy (MP Two) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Orissa) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	-	2	-	-	0
ReNew Wind Energy (Rajasthan) Private Limited	-	-	0	-	-	-
ReNew Wind Energy (Shivpur) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Sipla) Private Limited	0	-	0	-	-	0
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	0	-	-	0

iii) Capital advance

Particulars	**31 March 2020**	**31 March 2019**
ReNew Wind Energy (Orissa) Private Limited	5	-

f) Compensation of key management personnel

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

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

h) ReNew Solar Power Private Limited has pledged as on 31 March 2020: 25,500 (31 March 2019: 25,500) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

i) ReNew Power Private Limited has pledged as on 31 March 2020: 28,431,922 (31 March 2019: 22,236,902) equity shares and as on 31 March 2020: 65,838,365 (31 March 2019:7,323,158) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

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30 Leases

As per Ind AS 17 applicable till period ended 31 March 2019

Entities forming part of the group have entered into lease for its leasehold land. The Leasehold lease has non cancellable period which has remaining term of 10.5 years.

Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows:

Particulars	**For the year ended 31 March 2019**
Within one year	1
After one year but not more than five years	3
More than 5 years	5

As per Ind AS 116 applicable from 1 April 2019

Entities forming part of restricted group have entered into leases for its leasehold lands. The lease terms is 12.5 years.

The weighted average incremental borrowing rate applied to lease liabilities recognised in the balance sheet at the date of initial application is 10.40%.

Set out below are the carrying amounts of lease liabilities and the movements during the period:

Particulars	**As at 31 March 2020**
As at 1 April 2019 on account of adoption of Ind AS 116	5
Accretion of interest	0
Payments	(0)
Balance as on 31 March 2020	**5**

Refer note 3.4(a) for approach followed by the Group for transition to Ind AS 116.

The lease liabilities as at 1 April 2019 can be reconciled to the operating lease commitments as of 31 March 2019, as follows:

Operating lease commitments as at 31 March 2019	8
Weighted average incremental borrowing rate as at 1 April 2019	10.40%
Discounted operating lease commitments as at 1 April 2019	5
Add: Lease liabilities of lease hold land not considered in operating lease commitment	-
Lease liabilities as at 1 April 2019	**5**

a) There are no restrictions or covenants imposed by leases.
b) Refer note 25 for rental expense recorded for short-term leases and low value leases for the year ended 31 March 2020.
c) There are no amounts payable toward variable lease expense recognised for the year ended 31 March 2020.
d) The maturity analysis of lease liabilities are disclosed in note 36.
e) There are no leases which have not yet commenced to which the lessee is committed (if any).

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31 Segment information

The managing director of ReNew Power Private Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Restrcited Group discloses segment information in a manner consistent with internal reporting to group's Managing Director. The entities forming part of the Restricted Group have segments based on type of business operations. The reportable segments of Restricted Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The entities forming part of the Restricted Group does not operate in more than one geographical segment. The Restricted Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balances for each reportable segment are not reviewed by or provided to CODM.

	For the year ended 31 March 2020			For the year ended 31 March 2019		
	Wind Power	**Solar Power**	**Total**	**Wind Power**	**Solar Power**	**Total**
Sale of power and sale of renewable energy certificates	2,856	842	3,698	2,952	823	3,775
Revenues from operations	**2,856**	**842**	**3,698**	**2,952**	**823**	**3,775**
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**2,856**	**842**	**3,698**	**2,952**	**823**	**3,775**
Interest income	112	43	155	97	31	128
Other income (other than interest income)	79	5	84	136	9	145
Total income	**3,047**	**890**	**3,937**	**3,185**	**863**	**4,048**
Less: Other expenses	326	138	464	350	141	491
Earning before interest, tax, depreciation and amortization (EBITDA)	**2,721**	**752**	**3,473**	**2,835**	**722**	**3,557**

The Revenues from three major customers amounts to INR 2,233 (31 March 2019: Three major customers : INR 2,312) each of which contributes more than 10% of the total revenue of the Group.

32 Hedging activities and derivatives

Derivatives designated as hedging instruments

The entities forming part of the Restricted Group use certain types of derivative financial instruments (viz. foreign currency forwards, cross-currency interest rate swap) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entities forming part of the Restricted Group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction ('cash flow hedge'). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in cash flow hedge reserve - a component of equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the Statement of Profit and Loss within other expenses/ other income. The amounts accumulated in equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in equity are re-classified to the Statement of Profit and Loss in the year when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the Statement of Profit and Loss within other expenses / other income.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings and buyer's credit. Terms of the swaps and their respective impact on OCI and Statement of Profit and Loss is as below:-

- Buyers credit (included in short term borrowings)
Pay fixed INR and receive USD and pay fixed interest at 7.37% to 7.80% p.a. and receive a variable interest at 6 month LIBOR plus 0.45% p.a. to 6 month LIBOR plus 1.10% p.a. on the notional amount.

'The cash flow hedges through forward is USD 7,729,200 (31 March 2019 : 4,529,962) and CCS is USD NIL (31 March 2019 : 12,266,902) outstanding at the year ended 31 March 2020 were assessed to be highly effective and cumulative impact of mark to market gain and restatement of hedged item is (INR 6) (31 March 2019: INR 7) with a deferred tax asset of INR 19 (31 March 2019: Deferred Tax Liability of INR 2), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	31 March 2020		31 March 2019	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Forward contracts designated as hedging instruments	34	-	40	-

Hedging reserve movement

	As at 31 March 2020	As at 31 March 2019
Balance at the beginning of the year	**5**	**(24)**
Gain/(loss) recognised on cash flow hedges	(23)	2
Income tax relating to gain/loss recognized on cash flow hedges	24	(0)
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	-	35
Income tax relating to gain/loss reclassified to non financial assets or liabilities as basis adjustment	-	(9)
Gain/(loss) reclassified to profit and loss as hedged future cash flows are no longer expected to occur	9	2
Income tax relating to gain/loss reclassified to profit and loss as hedged future cash flows are no longer expected to occur	(2)	(1)
Balance at the end of the year	**13**	**5**

33 Commitments, liabilities and contingencies
(to the extent not provided for)

(i) Contingent liabilities
The entities forming part of the Restricted Group have no contingent liability as on 31 March 2020. (31 March 2019: INR 5 on account of dealy in project commissioning).

(ii) Commitments
Estimated amount of contracts remaining to be executed on capital account and not provided for
There are no capital commitments outstanding as on 31 March 2020 (31 March 2019: INR Nil).

34 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the entities forming part of the Restricted Group:

	31 March 2020		31 March 2019	
	Carrying value	Fair value	Carrying value	Fair value
Financial assets				
Measured at amortised cost				
Loans-non current	87	87	87	87
Bank deposits with remaining maturity for more than twelve months	0	0	-	-
Trade receivables	1,740	1,740	1,396	1,396
Cash and cash equivalent	224	224	379	379
Bank balances other than cash and cash equivalent	2,007	2,007	1,645	1,645
Loans-current	935	935	887	887
Other current financial assets	295	295	285	285
Measured at FVOCI				
Derivative instruments	34	34	40	40
Financial liabilities				
Measured at amortised cost				
Long term borrowings	14,767	14,767	15,001	15,001
Short-term borrowings	5,588	5,588	4,819	4,819
Trade payables	730	730	626	626
Other current financial liabilities	2,439	2,439	3,578	3,578

The management of the entities forming part of the Restricted Group assessed that cash and cash equivalents, bank balances other than cash and cash equivalent, loans-current, trade receivables, interest accrued on unsecured loan, trade payables, other current financial liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the entities forming part of the Restricted Group's term loans from banks and financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 31 March 2020 was assessed to be insignificant.

ii The fair values of the security deposits given are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iii The entities forming part of the Restricted Group enter into derivative financial instruments with various counter parties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

35 Fair value hierarchy

The entities forming part of the Restricted Group categorize assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the entities forming part of the Restricted Group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	31 March 2020		31 March 2019	
		Carrying value	Fair value	Carrying value	Fair value
Financial assets measured at FVOCI					
Derivative instruments	Level 2	34	34	40	40
		34	**34**	**40**	**40**
Financial assets measured at amortised cost					
Financial assets (Non current)					
Loans to related parties	Level 3	87	87	87	87
Security deposits	Level 3	0	0	-	-
Total		**87**	**87**	**87**	**87**
Financial assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 3	0	0	0	0
Total		**0**	**0**	**0**	**0**

Financial liabilities measured at amortised cost					
Term loan from banks	Level 3	5,020	5,020	9,226	9,226
Term loan from financial institution	Level 3	9,551	9,551	5,598	5,598
Liability component of preference shares (secured)	Level 3	196	196	177	177
Total		**14,767**	**14,767**	**15,001**	**15,001**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at amortised cost			
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on loans to related parties	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at amortised cost			
Term loan from financial institution	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from banks	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Liability component of preference shares (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows

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36 Financial risk management objectives and policies

The Restricted Group's principal financial liabilities comprise loans and borrowings, trade payables and other financial liabilities.
The main purpose of these financial liabilities is to finance the Restricted Group's operations and to support its operations. The Restricted Group's financial assets include loans, trade and other receivables, and cash and cash equivalents and other financial assets.

The Restricted Group is exposed to market risk, credit risk and liquidity risk. The Restricted Group's senior management oversees the management of these risks. The Restricted Group's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Restricted Group. These committees provides assurance to the Restricted Group's senior management that the Restricted Group's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Restricted Group's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market risk

Market risk is the risk that the Restricted Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits and derivative financial instruments.
The sensitivity analyses in the following sections relate to the position as at 31 March 2020. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 31 March 2020.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Restricted Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Restricted Group believes that the exposure of the Restricted Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Restricted Group also monitors the changes in interest rates and actively re-finances its debt obligations to achieve an optimal interest rate exposure.

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. borrowings in INR and USD. With all other variables held constant, the entities forming part of the Restricted Group's profit before tax is affected through the impact on financial assets, as follows:

	31 March 2020		31 March 2019	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 84	+/(-)50	(-)/+ 55
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 63	+/(-)50	(-)/+ 41

Foreign currency risk

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Restricted Group is exposed to foreign currency risk arising from imports of goods in US dollars and external commercial borrowings. The Restricted Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit and ECB by using foreign currency swaps and forward contracts. The entities forming part of the Restricted Group have followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Restricted Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Restricted Group does not undertake any speculative transaction.

Foreign currency sensitivity

The Restricted Group has hedged its exposure to fluctuations on its buyer's/supplier's credit and ECB through forward contracts and cross currency swaps and thus foreign currency sensitivity has not been disclosed.

Credit risk

Credit risk from balances with banks is managed by treasury department of the entities forming part of the Restricted Group. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks and group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the entities forming part of the Restricted Group, and may be updated throughout the year subject to approval of respective entities finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Further the entities forming part of the Restricted Group sought to reduce counterparty credit risk under our long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2020 and 31 March 2019 is the carrying amount of all the financial assets.

Trade receivables

Customer credit risk is managed basis established policies of the entities forming part of the Restricted Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The entities forming part of the Restricted Group do not hold collateral as security.

The entities forming part of the Restricted Group have state utilities/government entities as it's customers with high credit worthiness, therefore, the entities forming part of the Restricted Group do not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by group's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the respective entity forming part of the Restricted Group, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity risk

Liquidity risk is the risk that the entities forming part of the Restricted Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the entities forming part of the Restricted Group to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The entities forming part of the Restricted Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The entities forming part of the Restricted Group have access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The entities forming part of the Restricted Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind power plants and related assets. Our non-recourse financing is designed to limit cross default risk to the Parent Company or other subsidiaries and affiliates. Our non-recourse long-term debt is a combination of fixed and variable interest rate instruments. External commercial borrowings which are at variable rate is fixed through the use of cross currency interest rate swaps. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. In certain cases, the currency is matched through the use of derivative instruments. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of Restricted Group based on contractual undiscounted payments:

Year ended 31 March 2020	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from Banks*	-	-	-	3,305	5,705	9,010
Loans from Financial Institutions*	-	-	-	6,169	12,425	18,594
Liability component of preference shares	-	-	-	-	1,147	1,147
Short term borrowings						
Working capital term loan (secured)	-	-	1,229	-	-	1,229
Loan from related party	3,777	-	-	-	-	3,777
Buyer's / Supplier's credit (secured)	-	582	-	-	-	582
Lease liability	-	-	1	3	4	8
Other financial liabilities						
Current maturities of long term borrowings*	-	646	1,903	-	-	2,549
Interest accrued but not due on borrowings	857	21	-	-	-	878
Capital creditors	413	354	-	-	-	767
Trades payable	632	98	-	-	-	730

* Including future interest payments.

The entities forming part of the Restricted Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from banks*	-	-	-	5,410	11,762	17,172
Term loan from financial institutions*	-	-	-	3,429	7,408	10,837
Liability component of preference shares	-	-	-	-	1,147	1,147
Short term borrowings						
Loans from related party	4,507	-	-	-	-	4,507
Buyer's / Supplier's credit (secured)	-	-	312	-	-	312
Other financial liabilities						
Current maturities of long term borrowings*	-	707	2,558	-	-	3,265
Interest accrued but not due on borrowings	587	73	-	-	-	660
Capital creditors	768	555	-	-	-	1,323
Trade payable	565	62	-	-	-	627

* Including future interest payments.

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37 Capital management

For the purpose of the capital management by the respective entities forming part of the Restricted Group, capital includes issued equity capital, compulsory convertible preference shares, share premium and all other equity reserves attributable to the equity holders of the respective entities forming part of the Restricted Group. The primary objective of the respective entities forming part of the Restricted Group's capital management is to maximise the shareholder value.

The entities forming part of the Restricted Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, respective entities forming part of the Restricted Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The respective entities forming part of the Restricted Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The respective entities forming part of the Restricted Group includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and short-term deposits.

The policy of the respective entities forming part of the Restricted Group is to keep the gearing ratio to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with industry rate. In the construction phase the entities forming part of Restricted Group manages the ratio at 3:1 through internal funding.

In order to achieve this overall objective, the capital management by the respective entities forming part of the Restricted Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current year.

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2020.

38 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2020	As at 31 March 2019
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	Nil	1
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

39 Corporate social responsibility expenditure

A CSR committee has been formed by the respective entity forming part of the Restricted Group as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the entities forming part of the Restricted Group during the year is INR 6 (31 March 2019: INR 2).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / acquisition of any asset	Nil	Nil	Nil
Other activities	0	4	4
Total	**0**	**4**	**4**
Previous year*			
Construction / acquisition of any asset	Nil	Nil	Nil
Other activities	2	1	3
Total	**2**	**1**	**3**

* The amount yet to be paid in previous year has been subsequently paid in current year.

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40 Significant accounting judgments, estimates and assumptions

The preparation of special purpose combined financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The entities forming part of the Restricted Group based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the entities forming part of the Restricted Group. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The entities forming part of the Restricted Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, the entities forming part of the Restricted Group are depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 34 and 35 for further disclosures.

Related party transactions

ReNew Power Private Limited along with all its subsidiaries collectively referred as "the Group" have entered into inter-company transactions as explained

Management shared services

Employee benefit costs and other common expenses are incurred by the Ultimate Holding Company and Holding Company. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate of 8% (approximates 3-year government bond yield).

Financial instrument

The Group makes inter-group investments in the form of RNCPS. These investment carries interest at a nominal rate and are accounted for as compound financial instruments under Ind AS 32. The rate used for discounting the future cash flows approximate the average market interest rate of borrowings availed by Group.

41 Parent's support:

i) **For Restricted Group**

The combined current liabilities of the Restricted Group as on 31 March 2020 exceed the combined current assets with the combined current ratio being 0.61:1. The primary reason for this is due to unsecured loans provided by RPPL and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) to certain entities forming part of the Restricted Group which are repayable on demand and hence these are classified as a current liability in these financial statements. The management of RPPL as well as the project lenders considers these unsecured loans as equity contribution for the purposes of project financing.

Further, RPPL and ReNew Solar Power Private Limited would consider the financial position and liquidity of the respective entities forming part of the Restricted Group prior to making any demand for repayment of such unsecured loans and interest accrued thereon. This shall be done to ensure support by RPPL and ReNew Solar Power Private Limited towards the entities in meeting their operating requirements and liabilities as and when they fall due. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of entities forming part of Restricted Group.

ii) **For ReNew Wind Energy (AP) Private Limited**

As at 31 March 2020, ReNew Wind Energy (AP) Private Limited has borrowing obligations due for repayment to IFCI Limited in financial year 2020-21 amounting to INR 1,230. The entity does not have sufficient funds available to make full repayments of this balance and intends to re-finance the borrowing. Management of ReNew Wind Energy (AP) Private Limited believes that the entity would be able to re-finance the borrowing obligation in order to make repayments on the due date. However, in the circumstance the entity is unable to do so, RPPL, the holding company, would provide financial support to the entity in order to ensure timely repayment of these borrowings. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of ReNew Wind Energy (AP) Private Limited.

iii) **For Zemira Renewable Energy Limited**

There has been delays in revenue collection from Southern Power Distribution Company of Andhra Pradesh due to ongoing litigations with the customer (refer note 45 for details of the litigations). Management of Zemira Renewable Energy Limited believes that the delays are temporary in nature and the entity will be able to meet its future obligations as and when they fall due. However, in the circumstance the entity is unable to do so, RPPL, the holding company, would provide support to the entity in meeting their operating and capital funding requirements and liabilities.Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of Zemira Renewable Energy Limited.

42 There are no employees on the rolls of the entities forming part of the Restricted Group and therefore there are no employee benefit expenses accrued in the Unaudited Special Purpose Interim Combined Financial Statements. ReNew Power Private Limited and ReNew Power Services Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries respectively on the basis of its best estimate of expenses incurred. ReNew Power Private Limited and ReNew Power Services Private Limited have recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

43 During the year ended March 2019, certain entities forming part of the Restricted Group reached settlement with some of their suppliers/contractors for compensation for loss of revenue on account of delay in commissioning of power projects. Resultantly, an amount of INR 76 towards Liquidated Damages ('LDs') has been recognized in the Special Purpose Combined Statement of profit and loss.

Since, the said LDs are directly linked to delay in creating profit making apparatus, the same has been considered as capital receipt and thus has not been included in Book Profit under section 115JB of the Income Tax Act, 1961. The same has also been supported by the opinion of the advisors of the entities forming part of Restricted Group.

44 Distribution companies of the state of Karnataka issued demand notices to captive users being the customers of ReNew Wind Energy (AP) Private Limited (“ReNew AP”) which is a part of the Restricted Group. These notices were issued seeking recovery of cross subsidy surcharge and differential between rate of electricity tax applicable to captive users and non-captive users on the ground that these captive users have not consumed the energy in proportion to their respective shareholding in ReNew AP, thereby allegedly violating Rule 3 of the Electricity Rules, 2005. ReNew AP had deposited a sum of INR 31 (31 March 2019: INR 31) under protest against the demand raised by distribution companies amounting INR 147 (31 March 2019: INR 147). Thereafter, ReNew AP had filed a petition before the Karnataka Electricity Regulatory Commission (the "KERC") contesting these demands. KERC had granted interim relief and stayed the demand notice and disconnection by the distribution companies. The amount paid under protest has been accounted for as recoverable and disclosed under head “Other current assets” in these financial statements.

Apart from above, subsequent to year end, on 20 May 2020, demand notices were issued by distribution companies to one of the captive users of ReNew AP towards energy supplied in financial year ended 31 March 2019 for a sum of INR 97, alleging that the captive user had not consumed energy in proportion to its respective shareholding in ReNew AP. ReNew AP has filed a writ petition on 26 August 2020 before the High Court of Karnataka challenging the issuance of demand notices and seeking their quashing.

ReNew AP, based on legal advice obtained, believes that there are merits in its position and that the demand raised by distribution companies would be rescinded by relevant legal authorities and hence no adjustment has been made in the financial statements in this regard.

45 Zemira Renewable Energy Limited has entered into a long-term Power Purchase Agreement ("PPA") having a capacity of 50.40 MWs (wind energy projects) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh ("APDISCOM"). The PPA has a fixed rate per unit of electricity for the 25-year term. With regard to aforementioned PPA, certain litigations as described below are currently underway:

The Government of Andhra Pradesh (the "GoAP") issued an order (the "GO") dated 1 July 2019 constituting a High-Level Negotiation Committee (the "HLNC") for review and negotiation of tariff for wind energy projects in the state of Andhra Pradesh. Pursuant to the GO, APDISCOM issued letters dated 11 July 2019 to Zemira Renewable Energy Limited, requesting for revision of tariffs entered into in PPAs. Zemira Renewable Energy Limited filed a writ petition on 23 July 2019 before the AP High Court ("AP High Court) challenging the GO and the said letters issued by APDISCOM for renegotiation of tariffs. The AP High Court issued its order dated September 24, 2019 enumerating the following:
i. Writ petition is allowed, and both GO the subsequent letters are set aside.
ii. Further, APDISCOM were instructed to honour pending and future bills and pay the same at the interim rate of Rs. 2.43 per unit till determination of O.P. No. 17 of 2018 pending before APERC
iii. Andhra Pradesh Electricity Regulatory Commission (the "APERC") to dispose of the case within a time frame of six months.

Zemira Renewable Energy Limited along with other certain subsidiaries of the ReNew Power Private Limted having similar PPAs with the APDISCOM ("AP Entities") have filed a Writ Petition before the Division Bench of the AP High Court challenging the jurisdiction of APERC in entertaining O.P. No. 17 of 2018. Parallelly, AP Entities have filed another Writ Appeal before the division bench of the AP High Court challenging AP High Court's direction to the APDISCOM to pay tariff at interim rate till determination of OP No. 17 of 2018 by APERC.

Zemira Renewable Energy Limited has a net block of INR 3,700 as at 31 March 2020 (INR 3,858 as at 31 March 2019) and has recognised a revenue of INR 463 for the year ended 31 March 2020 (INR 584 for the year ended 31 March 2019) and has a trade receivable balance of INR 498 as on 31 March 2020 (INR 451 as at 31 March 2019) from sale of electricity against such PPA.

The management basis legal opinion obtained by it, believes that it has strong merits in the case and the final order would be in its favour and hence no adjustment has been made in the special purpose combined financial statements including provision for expected credit loss and impairment.

46 Due to outbreak of COVID-19 in India and globally, the entities forming part of Restricted Group has made initial assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Restricted Group is in the business of generation of electricity which is having "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 entities forming part of the Restricted Group will not be significant. The management does not see any risks in the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. The entities forming part of the Restricted Group is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

47 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:35:27 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:15:58 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:16:19 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:20:17 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

[redacted]
Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel: +91 124 681 6000

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of ReNew Power Private Limited ("RPPL")

Report on the Audit of the Special Purpose Combined Financial Statements

Opinion

We have audited the accompanying Special Purpose Combined Financial Statements of Restricted Group (consisting of certain specific subsidiaries of RPPL as listed in note 1 of these financial statements, collectively known as the "Restricted Group"), which comprise the combined Balance Sheet as at 31 March 2019, the combined Statement of Profit and Loss, including the statement of Other Comprehensive Income, the combined Cash Flow Statement and the combined Statement of Changes in Equity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information (collectively known as the "Special Purpose Combined Financial Statements").

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Special Purpose Combined Financial Statements have been prepared, in all material respects, in accordance with the basis of preparation set out in note 3 of the accompanying Special Purpose Combined Financial Statements.

Basis for Opinion

We conducted our audit of the Special Purpose Combined Financial Statements in accordance with the Standards on Auditing (SAs). Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the Special Purpose Combined Financial Statements' section of our report. We are independent of RPPL and the Restricted Group in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Special Purpose Combined Financial Statements.

Emphasis of matter

1. Without modifying our opinion, we draw attention to note 2 and 3 to the Special Purpose Combined Financial Statements, which describes that the Restricted Group has not formed a separate legal group of entities during the year ended 31 March 2019, which also describes the basis of preparation, including the approach to and the purpose for preparing them. Consequently, the Restricted Group's Special Purpose Combined Financial Statements may not necessarily be indicative of the financial performances and financial position of the Restricted Group that would have occurred if it had operated as a separate standalone group of entities during the periods presented.

2. We draw attention to note 43 to the Special Purpose Combined Financial Statements, related to the recoverability of dues under litigation amounting to Rs. 451 million from Southern Power Distribution Company of A.P. Limited by Zemira Renewable Energy Limited (forming part of the Restricted Group). Zemira Renewable Energy Limited has filed Writ Petition/appeal before the Hon'ble High Court of Andhra Pradesh related to these matters. Pending the outcome of the cases,

which is not presently determinable, no adjustment has been made to the Special Purpose Combined Financial Statements.

Our opinion is not qualified in respect of the above matter.

Responsibilities of Management for the Special Purpose Combined Financial Statements

RPPL's Board of Directors (referred to as the "Management") is responsible for the preparation of these Special Purpose Combined Financial Statements in accordance with basis of preparation set out in note 3 of the accompanying notes to these Special Purpose Combined Financial Statements. This responsibility also includes the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Special Purpose Combined Financial Statements that are free from material misstatement, whether due to fraud or error.

In preparing the Special Purpose Combined Financial Statements, the Management is responsible for assessing the entities forming part of the Restricted Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate any entity forming part of the Restricted Group or to cease operations, or has no realistic alternative but to do so.

The Management is also responsible for overseeing the entities forming part of the Restricted Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Special Purpose Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the Special Purpose Combined Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Special Purpose Combined Financial Statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Special Purpose Combined Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Restricted Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entities forming part of Restricted Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to

draw attention in our auditor's report to the related disclosures in the Special Purpose Combined Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the entities forming part of Restricted Group to cease to continue as a going concern.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other matters

1. The accompanying Special Purpose Combined Financial Statements include total assets of Rs. 7,188 million as at 31 March 2019, total revenues of Rs. 860 million and net cash inflows of Rs. 113 million for the year ended on that date. in respect of 5 entities forming part of the Restricted Group, which has been audited by other auditors, for which financial statements, other financial information and auditors report have been furnished to us by the management. Our opinion on the Special Purpose Combined Financial Statements, in so far as it relates to the amounts and disclosures included in respect of these entities. and our report as aforesaid in so far as it relates to the aforesaid entity, is based solely on the reports of such other auditors.

2. These Special Purpose Combined Financial Statements have been prepared by the management of RPPL solely in connection with the proposed issuance of Non-Convertible bonds by each member of the Restricted Group for which RPPL is a guarantor and for inclusion in the Offering Memorandum. As a result, the Combined Financial Statement may not be suitable for another purpose.

For S.R. Batliboi & Co. LLP
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT
CHUGH

Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:28:18 +05'30'

per Amit Chugh
Partner
Membership Number: 505224
UDIN: 20505224AAAAHN4683

Place of Signature: Gurugram
Date: 12 October 2020

Restricted Group
Special Purpose Combined Balance Sheet as at 31 March 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2019	As at 31 March 2018
Assets			
Non-current assets			
Property, plant and equipment	4	24,008	24,998
Capital work in progress	4	35	152
Goodwill	5	2	2
Other intangible assets	5	482	502
Financial assets			
Loans	6	87	0
Others	6	0	0
Deferred tax assets (net)	7	100	70
Prepayments	8	35	17
Non-current tax assets (net)		82	58
Other non-current assets	9	11	1,255
Total non-current assets		**24,842**	**27,054**
Current assets			
Inventories	10	12	-
Financial assets			
Investments	6	-	922
Derivative instruments	6	40	6
Loans	6	887	2,556
Trade receivables	11	1,396	91
Cash and cash equivalent	12	379	279
Bank balances other than cash and cash equivalent	12	1,645	1,216
Others	6	285	424
Prepayments	8	21	18
Other current assets	9	106	123
Total current assets		**4,771**	**5,635**
Total assets		**29,613**	**32,689**
Equity and liabilities			
Equity			
Equity share capital	13A	439	296
Instruments entirely equity in nature	13D	112	112
Other equity			
Equity component of preference shares	14B	718	-
Securities premium	14C	3,228	1,936
Hedge reserve	14D	5	(24)
Retained earnings	14E	451	246
Parent's contribution	14F	52	52
Total equity		**5,005**	**2,618**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	15	15,001	6,069
Deferred tax liabilities (net)	7	248	28
Other non-current liabilities	16	260	151
Total non-current liabilities		**15,509**	**6,248**
Current liabilities			
Financial liabilities			
Short-term borrowings	17	4,819	13,537
Trade payables			
Outstanding dues to micro enterprises and small enterprises	18	1	-
Others	18	626	530
Derivative instruments	19	-	12
Other current financial liabilities	20	3,578	9,573
Current tax liabilities (net)		17	9
Other current liabilities	21	58	162
Total current liabilities		**9,099**	**23,823**
Total liabilities		**24,608**	**30,071**
Total equity and liabilities		**29,613**	**32,689**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:29:22 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:02:50 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:03:08 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:13:49 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of Profit and Loss for the year ended 31 March 2019

(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2019	For the year ended 31 March 2018
Income:			
Revenue from operations	22	3,775	1,428
Other income	23	273	138
Total income		**4,048**	**1,566**
Expenses:			
Other expenses	24	491	234
Total expenses		**491**	**234**
Earning before interest, tax, depreciation and amortisation (EBITDA)		**3,557**	**1,332**
Depreciation and amortisation expense	25	1,170	481
Finance costs	26	2,181	836
Profit before tax		**206**	**15**
Tax expense			
Current tax	7	74	24
Deferred tax	7	(73)	30
Adjustment of tax related to earlier years		(0)	(2)
Profit / (Loss) for the year	**(a)**	**205**	**(37)**
Other comprehensive income (OCI)	**(b)**	-	-
Items that will be reclassified to profit and loss in subsequent periods			
Net movement on cash flow hedges		40	281
Income tax effect		(10)	(88)
Net other comprehensive (loss) / income that will be reclassified to profit and loss in subsequent periods	**(b)**	**30**	**193**
Total comprehensive income for the year	**(a) + (b)**	**235**	**156**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

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Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:29:41 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:03:36 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:03:56 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:14:06 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of Cash Flows for the year ended 31 March 2019

(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Cash flow from operating activities		
Profit before tax	206	15
Adjustments for:		
Depreciation and amortisation expense	1,170	480
Operation and maintenance reserve	116	-
Interest income	(129)	(82)
Interest expense	2,164	810
Unamortised ancillary borrowing cost written off	-	9
Fair value change of mutual fund (including realised gain)	(3)	(9)
Loss on settlement of derivative instruments designated as cash flow hedge (net)	2	0
Operating profit before working capital changes	**3,526**	**1,223**
Movement in working capital		
(Increase)/decrease in trade receivables	(1,118)	(28)
(Increase)/decrease in inventories	(12)	-
(Increase)/decrease in prepayments	(21)	(8)
(Increase)/decrease in financial assets	(14)	(194)
(Increase)/decrease in other current assets	17	(64)
Increase/(decrease) in other liabilities	(107)	195
Increase/(decrease) in trade payables	(788)	308
(Increase)/decrease in other non-current assets	104	-
Increase/(decrease) in other current liabilities	5	-
Increase/(decrease) in financial liabilities	-	(34)
Cash generated from operations	**1,592**	**1,398**
Direct taxes paid (net of refunds)	(90)	(36)
Net cash generated from operating activities	**1,502**	**1,362**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances	(5,459)	(10,089)
Net (investments)/redemption of bank deposits having maturity more than 3 months	(429)	(930)
Loan to fellow subsidiaries - redeemable non cumulative preference shares	-	(887)
Loan given to related parties	-	(1,664)
Loan repaid by related parties	1,582	243
Interest received	77	49
Investment in mutual funds redeemed/(made)	926	(913)
Net cash used in investing activities	**(3,303)**	**(14,191)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	1,436	278
Proceeds from issue of preference shares (including premium) (net of share issue expenses)	1,147	-
Proceeds from long-term borrowings	11,673	4,009
Repayment of long-term borrowings	(1,522)	(2,543)
Loan taken from related parties	2,234	-
Loan repaid to related parties	(7,848)	-
Proceeds from short-term borrowings	5,653	14,829
Repayment of short-term borrowings	(9,071)	(3,414)
Gain on settlement of derivative instruments	27	-
Loss on settled currency forward contracts	-	(115)
Interest paid	(1,828)	(723)
Net cash generated from financing activities	**1,901**	**12,321**
Net (decrease) / increase in cash and cash equivalents	**100**	**(508)**
Cash and cash equivalents at the beginning of the year	**279**	**787**
Cash and cash equivalents for the acquired entities	**-**	**-**
Cash and cash equivalents at the end of the year	**379**	**279**
Components of cash and cash equivalents		
Balances with banks:		
- On current accounts	322	199
- On deposit accounts with original maturity of less than 3 months	57	80
Total cash and cash equivalents (note 12)	**379**	**279**

Restricted Group
Special Purpose Combined Statement of Cash Flows for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Changes in liabilities arising from financial activities:

Particulars	**Opening balance as at 1 April 2018**	**Cash flows (net)**	**Other changes***	**Closing balance as at 31 March 2019**
Long-term borrowings (including current maturities)	6,620	10,151	(175)	16,596
Short-term borrowings	13,537	(9,032)	314	4,819
Total liabilities from financing activities	**20,157**	**1,119**	**139**	**21,415**

Particulars	**Opening balance as at 1 April 2017**	**Cash flows (net)**	**Other changes***	**Closing balance as at 31 March 2018**
Long-term borrowings (including current maturities)	5,142	1,466	12	6,620
Short-term borrowings	2,011	11,415	111	13,537
Total liabilities from financing activities	**7,153**	**12,881**	**123**	**20,157**

* other changes includes reinstatement of foreign currency borrowing, adjustment of ancillary borrowing cost and reclassification of loan from related parties

Summary of significant accounting policies 3

Notes:
The Statement of Cash Flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants
AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:29:57 +05'30'
per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:04:24 +05'30'
Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:04:48 +05'30'
D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:14:36 +05'30'
Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group
Special Purpose Combined Statement of changes in equity for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of entities forming part of the Restricted Group								Total equity
	Equity share capital *	Instruments entirely equity in nature#	Share application money pending allotment#	Equity component of preference shares	Reserves and surplus#			Items of OCI#	
					Securities premium	Retained earnings	Parent's contribution	Hedge reserve	
	(refer note 13A)	(refer note 13D)	(refer note 14A)	(refer note 13D)	(refer note 14C)	(refer note 14E)	(refer note 14F)	(refer note 14D)	
At 1 April 2017	**267**	**112**	**-**	**-**	**1,686**	**283**	**49**	**(217)**	**2,180**
Loss for the year	-	-	-	-	-	(37)	-	-	(37)
Other comprehensive income (net of taxes)	-	-	-	-	-	-	-	193	193
Total comprehensive income	**-**	**-**	**-**	**-**	**-**	**(37)**	**-**	**193**	**156**
Equity shares issued during the year	28	-	-	-	251	-	-	-	279
Addition due to business combination	1	-	-	-	-	-	3	-	4
Amount utilized for issue of shares	-	-	-	-	(1)	-	-	-	(1)
At 31 March 2018	**296**	**112**	**-**	**-**	**1,936**	**246**	**52**	**(24)**	**2,618**
Profit for the year	-	-	-	-	-	205	-	-	205
Other comprehensive loss (net of taxes)	-	-	-	-	-	-	-	29	29
Total comprehensive loss	**-**	**-**	**-**	**-**	**-**	**205**	**-**	**29**	**234**
Preference shares issued during the year	-	-	(1,148)	718	-	-	-	-	(430)
Equity shares issued during the year	143	-	(1,436)	-	1,293	-	-	-	-
Share application money received	-	-	2,584	-	-	-	-	-	2,584
Amount utilized for issue of shares	-	-	-	-	(1)	-	-	-	(1)
At 31 March 2019	**439**	**112**	**-**	**718**	**3,228**	**451**	**52**	**5**	**5,005**

* The Special Purpose Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group

# Instruments entirely equity in nature, Share application money pending allotment, reserves and surplus and items of OCI represents the aggregate amount of Restricted Group entities as at the respective year ends

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements
As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:30:14 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:06:10 +05'30'

Sumant Sinha
(Chairman & Managing D
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:06:46 +05'30'

D. Muthukumaran
(Chief Financial Officer)
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:15:14 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

1 Corporate information

ReNew Power Private Limited (the "Company" or "Parent" or "RPPL") is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 8 November 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

Certain subsidiary companies of the Parent and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) which are collectively referred to as the 'Restricted Group' (as more clearly explained in the note below) intends to issue INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).

Name of entity	Holding Company	Holding percentage
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)	67%
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)	100%
Shruti Power Projects Private Limited (acquired on 16 September 16)	ReNew Power Private Limited (formerly known as ReNew Power Limited)	100%
Pugalur ReNewable Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)	100%
Bidwal ReNewable Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)	100%
Zemira ReNewable Energy Limited (acquired on 31 March 18)	ReNew Power Private Limited (formerly known as ReNew Power Limited)	100%
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*	100%
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*	100%
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*	100%
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*	100%

* ReNew Solar Power Private Limited is a wholly owned subsidiary of ReNew Power Private Limited

Entities forming part of the Restricted Group listed above are incorporated in India and are engaged in generation of power through non-conventional and renewable energy sources.

The Special Purpose Combined Financial Statements were approved for issue in accordance with a resolution of the directors of the ReNew Power Private Limited on 10 October 2020.

2 Purpose of Special Purpose Combined Financial Statements

The Combined Financial Statements are special purpose financial statements which have been prepared for the purpose of the proposed issue of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).. The Special Purpose Combined Financial Statements presented herein reflect the Restricted Group 's results of operations, assets and liabilities and cash flows for the periods presented. The basis of preparation and significant accounting policies used in preparation of these Special Purpose Combined Financial Statements are set out in Note 3 below. These Special Purpose Combined Financial Statements presented herein reflect the Restricted Group 's results of operations, assets and liabilities and cash flows for the period presented. The basis of preparation and significant accounting policies used in preparation of these Special Purpose Combined Financial Statements are set out in Note 3 below.

3 Significant accounting policies

3.1 Basis of preparation

The Special Purpose Combined Financial Statements have been prepared in accordance with the recognition and measurement principles specified in the Indian Accounting Standard (Ind AS) notified under Section 133 of the Companies Act, 2013 as amended from time to time, (except Ind AS 33, Earnings per Share), read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended) issued there under, presentation requirements of Division II of Schedule III to the Companies Act, 2013, (Ind AS compliant Schedule III), as applicable and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accounts of India (the "Guidance Note") and other accounting principles generally accepted in India.

Management of the Parent company has prepared the Special Purpose Combined Financial Statements which comprise the Combined Balance Sheet as at 31 March 2019, the Combined Statement of Profit and Loss including other comprehensive income, Combined Statement of Cash Flows and Combined Statement of Changes in Equity for the year ended 31 March 2019, a summary of the significant accounting policies and other explanatory Information.

Management has prepared these Special Purpose Combined Financial Statements to depict the historical cost of the Restricted Group except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments,
- Certain financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

All intercompany transactions and balances within the Restricted Group have been eliminated in full. The transactions that have taken place with other related parties of entities forming part of the Restricted Group but not forming part of the Restricted Group have been disclosed in accordance with Ind AS 24 Related Party Disclosures.

The Special Purpose Combined Financial Statements are not necessarily indicative of the financial performance, financial position and cash flows of the Restricted Group that would have occurred if it had operated as a separate stand-alone Group of entities during the period presented nor of the Restricted Group's future performance. The items in the Special Purpose Combined Financial Statements have been classified considering the principles under Ind AS 1, Presentation of Financial Statements and Division II of Schedule III of Companies Act 2013.

3.2 Basis of combination

The Special Purpose Combined Financial Statements have been prepared by combining like items of assets, liabilities. equity, income, expenses and cash flows of the entities forming part of Restricted Group. All the intragroup assets and liabilities, equity, income, expenses and cash flows relating to entities forming part of Restricted Group have been eliminated and profits or losses arising from intragroup transactions that are recognised in assets, such as inventory and fixed assets have been eliminated in full. All the inter-group transactions are undertaken on Arms Lengths basis. The resulting financial position may not be that which might have existed if the combining businesses had been a stand-alone business.

The carrying values pertaining to an entity, as reflected in the consolidated financial statements of the Parent, are used for the purpose of preparing Special Purpose Combined Financial Statements including fair value adjustment to assets and liabilities on acquisition along with corresponding impact on deferred taxes.

The non-controlling interest held by outsiders amount to INR 110 and INR 51 as of 31 March 2019 and 31 March 2018 respectively.

Share capital and reserves disclosed in the Special Purpose combined financial statements is not the legal capital and reserves of the Restricted Group and is the aggregation of the share capital and reserves of the individual combining entities.

Income taxes are arrived at by aggregation of the tax expenses actually incurred by the combining businesses, after considering the tax effects of any adjustments which is in accordance with the Guidance Note.

The accounting policies and estimates adopted in the preparation of the Special Purpose Combined Financial Statements are consistent with those used in the Special Purpose Combined Financial Statements for the year ended 31 March 2018.

Business Combination and Goodwill
Business combinations are accounted for using the acquisition method in the consolidated financial statements of the Parent

At the acquisition date of an entity being part of the Restricted Group by the Parent, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired are measured at the basis indicated below:

- Deferred tax assets or liabilities are recognised and measured in accordance with Ind AS 12 Income Tax.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12

At the acquisition date of an entity being part of the Restricted Group by the Parent, the Parent assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred by the Parent over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Parent re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as Parent's contribution in Other Equity.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Restricted Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

There are no business combinations made by any of the entities forming part of Restricted Group.

3.3 Summary of significant accounting policies

a) Current versus non-current classification

The Restricted Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:
- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:
- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The entities forming part of the Restricted Group have identified twelve months as their operating cycle for classification of their current assets and liabilities.

b) Fair value measurement

The entities forming part of the Restricted Group measure financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the entities forming part of the Restricted Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The entities forming part of the Restricted Group use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:
- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the entities forming part of the Restricted Group have determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 33 and 34).

At each reporting date, the management of the entities forming part of the Restricted Group analyse the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Restricted Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the entities forming part of the Restricted Group determine whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

· Disclosures for significant estimates and assumptions (Refer Note 40)

· Quantitative disclosures of fair value measurement hierarchy (Refer Note 34)
· Financial instruments (including those carried at amortised cost) (Refer Note 33 and 34)

c) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the entities forming part of the Restricted Group and the revenue can be reliably measured, regardless of when the payment is being made. The following specific recognition criteria must also be met before revenue is recognised:-

Sale of power

Income from supply of power is recognized on the supply of units generated from the plant to the grid, as per the terms of the PPA entered into with the state electricity board/ private customers.

As per Ind AS 115 applicable from 1 April 2018

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. The Group has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of power

Income from supply of power is recognised over time on the supply of units generated from plant to the grid as per terms of the Power Purchase Agreement (PPA) entered into with the customers.

The entities forming part of Restricted Group considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Group considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction price - remaining performance obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Group expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Group has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity’s performance completed to date.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Restricted Group estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Restricted Group provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Group applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Restricted Group has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from liquidated damages and interest on advances

Income from liquidated damages and interest on advance is recognised after certainty of receipt of the same is established.

Income from compensation for loss of revenue

Income from compensation for loss of revenue is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the entities forming part of the Restricted Group to receive dividend is established by the reporting date.

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. When calculating the effective interest rate, the entities forming part of the Restricted Group estimate the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in other income in the Special Purpose Combined Statement of Profit and Loss.

Income from government grants

Refer note (f) for accounting policy.

Contract balances :

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the entities forming part of Restricted Group perform by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the entities forming part of Restricted Group have received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the entities forming part of Restricted Group transfer goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the entities forming part of Restricted Group perform under the contract.

(iii) Trade receivables

A receivable represents the right of entities forming part of Restricted Group to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (n) Financial instruments – initial recognition and subsequent measurement.

d) Foreign currencies

The Restricted Group Financial Statements are presented in Indian rupees (INR), which is also the functional currency of all entities forming part of Restricted Group. Functional currency is the currency of the primary economic environment in which the entities forming part of Restricted Group operates and is normally the currency in which the entities forming part of Restricted Group primarily generates and expends cash.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Restricted Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit and loss.

e) Income taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where the entities forming part of the Restricted Group are entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the entities forming part of the Restricted Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit and loss is recognised outside profit and loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the entities forming part of the Restricted Group will pay normal income tax. Accordingly, MAT is recognised as deferred tax asset in the Special Purpose Combined Balance Sheet when it is probable that future economic benefit associated with it will flow to the entities forming part of the Restricted Group.

f) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant is related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant is related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the entities forming part of the Restricted Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to Combined Statement of Profit and Loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The entities forming part of the Restricted Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission renewable certificates have been recognised as other income.

Generation based incentive

Generation based incentive is recognized on the basis of supply of units generated by the entities forming part of the Restricted Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

g) Property, plant and equipment

Capital work in progress and freehold land are stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment except freehold land is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment and borrowing costs for long-term construction projects if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the Restricted Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

On transition date to Ind AS, the entities forming part of the Restricted Group have elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Subsequent costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the entities forming part of the Restricted Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Special Purpose Combined Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Special Purpose Combined Statement of Profit and Loss when the asset is derecognised.

h) Depreciation / amortisation of property, plant and equipment and intangible assets

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	Useful life (in years)
Plant and equipment (wind and solar power projects)*	18-25
Furniture & fixture	10
Office equipment	5
Computers	3
Customer contracts	Life of respective power purchase agreements

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation and amortisation of property, plant and equipment and intangible assets are reviewed at each financial year end and adjusted prospectively, if appropriate.

i) Leases

As a lessee

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Restricted Group is classified as a finance lease. An operating lease is a lease other than a finance lease
Operating lease payments are recognised as an expense in the Combined Statement of Profit and Loss on a straight-line basis over the lease term.

As a lessor
Leases in which the entities forming part of Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

j) Inventories

Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Impairment of non-financial assets

The entities forming part of the Restricted Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the entities forming part of the Restricted Group estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The entities forming part of the Restricted Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Restricted Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the entities forming part of the Restricted Group extrapolate cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the entities forming part of the Restricted Group estimate the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying value of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

m) Provisions

Provisions are recognised when the entities forming part of the Restricted Group have a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the entities forming part of the Restricted Group expect some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

n) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the entities forming part of the Restricted Group commit to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A 'debt instrument' is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance expense in the Special Purpose Combined Statement of Profit and Loss. The losses arising from impairment are recognised in the Special Purpose Combined Statement of Profit and Loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A 'debt instrument' is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset's contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the entities forming part of the Restricted Group recognize interest income, impairment losses and reversals and foreign exchange gain or loss in the Statement of Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the entities forming part of the Restricted Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as 'accounting mismatch'). The entities forming part of the Restricted Group have not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the entities forming part of the Restricted Group may make an irrevocable election to present the subsequent changes in the fair value in OCI. The entities forming part of the Restricted Group make such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the entities forming part of the Restricted Group decide to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the entities forming part of the Restricted Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:

- The rights to receive cash flows from the asset have expired, or
- The entities forming part of the respective Restricted Group have transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and

Either the entities forming part of the Restricted Group have transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the entities forming part of the Restricted Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the entities forming part of the Restricted Group continue to recognise the transferred asset to the extent of the continuing involvement of the entities forming part of the Restricted Group. In that case, the entities forming part of the Restricted Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the entities forming part of the Restricted Group have retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the entities forming part of the Restricted Group could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the Restricted Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.

The entities forming part of the Restricted Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the entities forming part of the Restricted Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the entities forming part of the Restricted Group determine that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Special Purpose Combined Statement of Profit and Loss.

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs. The financial liabilities of the entities forming part of the Restricted Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement
The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in Statement of Profit and Loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The entities forming part of the Restricted Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Redeemable non convertible preference shares
Redeemable non convertible preference shares are separated into liability and equity components based on the terms of the contract. On issuance of the redeemable non convertible preference shares, the fair value of the liability component is determined using a market interest rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion. The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity. Transaction costs are deducted from equity, net of associated income tax.

Compulsorily Convertible Preference shares (CCPS)
Compulsorily Convertible Preference shares are accounted for as Instruments entirely equity in nature since conversion option meets Ind AS 32 criteria for fixed to fixed classification and the dividend distribution is discretionary in nature.

Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years.

Derecognition
A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Reclassification of financial assets and liabilities
The Restricted Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments
Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

o) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement
Entities forming part of Restricted Group uses derivative financial instruments, such as interest rate swaps and call/put options etc., to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:
- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment
- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment
- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Group's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.
Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges
The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Special Purpose Combined Statement of Profit and Loss.
The entities forming part of Restricted Group uses interest rate swaps and call/put options etc. as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Special Purpose Combined Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.
If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

p) Cash and cash equivalents
Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the entities forming part of the Restricted Group's cash management.

q) Measurement of EBITDA
The Restricted Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Restricted Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

r) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date upto the date of the approval for issue of these Special Purpose Combined Financial Statements by the Board of Directors of the Restricted Group are adjusted to respective assets and liabilities.

The entities forming part of the Restricted Group do not adjust the amounts recognised in its Special Purpose Combined Financial Statements to reflect non-adjusting events after the reporting period.

The entities forming part of the Restricted Group make disclosures in the financial statement in cases of significant events.

s) Contingent liabilities
Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entities forming part of the Restricted Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

3.4 Changes in accounting policy and disclosures - new and amended standards

a) New and amended standards
Ind AS 115 Revenue from Contracts with Customers

The entities forming part of Restricted group applied Ind AS 115 for the first time wef 1 April 2018. The nature and effect of the changes as a result of adoption of the new accounting standard are described below. Several other amendments and interpretations apply for the first time in March 2019, but do not have an impact on the combined financial statements of the Restricted Group.

Ind AS 115 was issued on 28 March 2018 and supersedes Ind AS 11 Construction Contracts and Ind AS 18 Revenue and it applies, with limited exceptions, to all revenue arising from contracts with its customers. Ind AS 115 establishes a five-step model to account for revenue arising from contracts with customers and requires that revenue be recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer.

Ind AS 115 requires entities to exercise judgement, taking into consideration all of the relevant facts and circumstances when applying each step of the model to contracts with their customers. The standard also specifies the accounting for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract. In addition, the standard requires extensive disclosures.

The entities forming part of Restricted Group adopted Ind AS 115 using the modified retrospective method of adoption with the date of initial application of 1 April 2018. Under this method, the standard can be applied either to all contracts at the date of initial application or only to contracts that are not completed at this date. The entities forming part of Restricted Group elected to apply the standard to all contracts that are not completed as at 1 April 2018.

Set out below, are the amounts by which each financial statement line item is affected as at and for the year ended 31 March 2019 as a result of the adoption of Ind AS 115. The adoption of Ind AS 115 did not have a material impact on retained earnings or the Restricted Group's operating, investing and financing cash flows. The first column shows amounts prepared under Ind AS 115 and the second column shows what the amounts would have been had Ind AS 115 not been adopted:

As on 01 April 2017

Particulars	**Note**	**Ind AS 115**	**Ind AS 18**	**Increase/ (decrease)**
Other current financial assets				
Unbilled revenue	6	-	198	(198)
Trade receivables				
Trade receivables	11	91	107	198

As on 01 April 2018

Particulars	**Note**	**Ind AS 115**	**Ind AS 18**	**Increase/ (decrease)**
Other current financial assets				
Unbilled revenue	6	-	303	(303)
Trade receivables				
Trade receivables	11	1,396	1,093	303

b) Standards issued but not yet effective

Ind AS 12 Recognition of Deferred Tax Assets for Unrealised Losses

The amendments clarify that an entity needs to consider whether tax law restricts the sources of taxable profits against which it may make deductions on the reversal of that deductible temporary difference. Furthermore, the amendments provide guidance on how an entity should determine future taxable profits and explain the circumstances in which taxable profit may include the recovery of some assets for more than their carrying amount.

Entities are required to apply the amendments retrospectively. However, on initial application of the amendments, the change in the opening equity of the earliest comparative period may be recognised in opening retained earnings (or in another component of equity, as appropriate), without allocating the change between opening retained earnings and other components of equity. Entities applying this relief must disclose that fact.

These amendments are effective for annual periods beginning on or after 1 April 2018. However, since the Restricted Group's current practice is in line with the amendment, the Group does not expect any effect on its consolidated financial statements.

Ind AS 116 Leases:

Ind AS 116 Leases was notified in March, 2019 and it replaces Ind AS 17 Leases, including appendices thereto. Ind AS 116 is effective for annual periods beginning on or after 1 April, 2019. Ind AS 116 sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to account for all leases under a single on-balance sheet model similar to the accounting for finance leases under Ind AS 17. The standard includes two recognition exemptions for lessees – leases of 'low-value' assets (e.g., personal computers) and short-term leases (i.e., leases with a lease term of 12 months or less). At the commencement date of a lease, a lessee will recognise a liability to make lease payments (i.e., the lease liability) and an asset representing the right to use the underlying asset during the lease term (i.e., the right-of-use asset). Lessees will be required to separately recognise the interest expense on the lease liability and the depreciation expense on the right-of-use asset.

Lessees will be also required to remeasure the lease liability upon the occurrence of certain events (e.g., a change in the lease term, a change in future lease payments resulting from a change in an index or rate used to determine those payments). The lessee will generally recognise the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset.
Lessor accounting under Ind AS 116 is substantially unchanged from today's accounting under Ind AS 17. Lessors will continue to classify all leases using the same classification principle as in Ind AS 17 and distinguish between two types of leases: operating and finance leases.

The Entities forming part of Restricted Group has implemented the new standard from 01 April 2019 with modified restrospective approach.

c) Other regulatory changes

Pursuant to The Taxation Laws (Amendment) Ordinance, 2019 (Ordinance) issued subsequent to the balance sheet date, the tax rates have changed with effect from 1 Apr 2019. Certain entities forming part of the Restricted Group plan to pay tax at revised rate from next year. If those changes were announced on or before reporting date, it would have resulted in write-off of MAT credit amounting to INR 134 and recognition of Deferred Tax Liability (DTL) amounting to INR 49 on account of re-measurement of deferred tax as at 31 March 2019. The tax charge for the year would have been increased by INR 183

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4 Property, plant and equipment

	Freehold Land #	Plant and equipment	Office equipment	Furniture & fixtures	Computers	Total property, plant and equipment	Capital work in progress**
Cost							
At 1 April 2017	290	7,648	-	-	0	7,938	1,325
Additions during the year @	421	13,981	0	2	-	14,404	12,808
Acquisitions during the year (refer note 39)	47	3,515	-	-	-	3,562	-
Capitalised during the year	-	-	-	-	-	-	(13,981)
At 31 March 2018	**758**	**25,144**	**0**	**2**	**0**	**25,904**	**152**
Additions during the year	4	162	0	0	1	167	48
Adjustment*	-	(7)	-	-	-	(7)	(3)
Capitalised during the year@	-	-	-	-	-	-	(162)
At 31 March 2019	**762**	**25,299**	**0**	**2**	**1**	**26,064**	**35**
Accumulated depreciation							
At 1 April 2017	-	427	-	-	0	427	-
Charge for the year (refer note 25)	-	479	0	0	0	479	-
At 31 March 2018	**-**	**906**	**0**	**0**	**0**	**906**	**-**
Charge for the year (refer note 25)	-	1,149	0	1	0	1,150	-
At 31 March 2019	**-**	**2,055**	**0**	**1**	**0**	**2,056**	**-**
Net book value							
At 31 March 2018	**758**	**24,238**	**0**	**2**	**0**	**24,998**	**152**
At 31 March 2019	**762**	**23,244**	**0**	**1**	**1**	**24,008**	**35**

# The title of freehold land amounting to INR 87 as on 31 March 2019 (31 March 2018: INR 92) is not yet in the name of the respective entities forming part of the Restricted Group. Further, the title of freehold land amounting to INR 183 as on 31 March 2019 (31 March 2018: INR 489) is held by way General Power of Attorney (GPA). The respective entities forming part of Restricted Group are in process of registration of title deeds of these freehold lands.

@ Capitalised borrowing Costs

The amount of borrowing costs capitalised in the property, plant and equipment assets during the year was INR 8 (31 March 2018: INR 110). The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

Mortgage and hypothecation on Property, plant and equipment:

Property, plant and equipment with a carrying amount of INR 24,043 (31 March 2018: INR 25,150) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institution and buyer's credit as disclosed in Note 15.

***Adjustment pertains to following**

- Adjustment during the year pertains to actualisation of certain provisional capitalisation on full and final settlement with the vendor.

****Asset under construction**

Capital work in progress comprises of expenditure with respect to construction of solar power plants.

5 **Intangible assets**	**Customer Contracts**	**Total intangibles**	**Goodwill**
Cost			
At 1 April 2017	48	48	-
Acquisitions during the year (refer note 39)	457	457	2
At 31 March 2018	**505**	**505**	**2**
At 31 March 2019	**505**	**505**	**2**
Amortisation			
At 1 April 2017	1	1	-
Amortisation for the year (refer note 25)	2	2	-
At 31 March 2018	**3**	**3**	-
Amortisation for the year (refer note 25)	20	20	-
At 31 March 2019	**23**	**23**	-
Net book value			
At 31 March 2018	**502**	**502**	**2**
At 31 March 2019	**482**	**482**	**2**

Mortgage and hypothecation on Customer Contracts

Customer Contracts with a carrying amount of INR 482 (31 March 2018: INR 502) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institution and buyer's credit as disclosed in Note 15.

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6 Financial Assets	**As at 31 March 2019**	**As at 31 March 2018**
Non-current		
Financial Assets at amortised cost		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	-	0
Loans to related parties (refer note 29)	87	-
Loans which have significant increase in credit risk	**-**	**-**
Loans - credit impaired	**-**	**-**
Total	**87**	**0**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	40	6
Total	**40**	**6**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 12)	0	0
Total	**0**	**0**
Current		
Investments at fair value through profit and loss		
Quoted Mutual Funds		
HDFC Liquid Fund - Direct Plan - 4,391 units (31 March 2018 : 4,391 units)	-	15
Aditya Birla Sunlife - Cash Plus - Direct Growth- 3,248,091 units (31 March 2017 : 3,248,091 units)	-	907
Total	**-**	**922**
Aggregate book value of quoted investments	-	922
Aggregate market value of quoted investments	-	922
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiary - redeemable non cumulative preference shares (refer note 29)	887	887
Security deposits	0	0
Loans to related parties (refer note 29)	-	1,669
Loans which have significant increase in credit risk	**-**	**-**
Loans - credit impaired	**-**	**-**
Total	**887**	**2,556**
Others		
Government grants*		
- Generation based incentive receivable	25	10
Recoverable from related parties (refer note 29)	167	169
Unbilled revenue^	-	198
Interest accrued on fixed deposits	44	9
Interest accrued on loans to related parties (refer note 29)	49	38
Total	**285**	**424**

^ With effect from 1 April 2018, Unbilled revenue has been classified under head Trade receivables on account of application of Ind AS 115 using modified retrospective approach.

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the entities forming part of the Restricted Group. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the entities forming part of Restricted Group either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

7 Deferred tax

(a) Deferred tax assets (net)

		As at 31 March 2019	As at 31 March 2018
Deferred tax relates to the following:			
Deferred tax related to items recognised in equity:			
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Loss on mark to market on derivative instrument		0	9
	(a)	**0**	**9**
Deferred tax related to items recognised in Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		942	1,292
Fair value gain on financial instruments at fair value through profit and loss		-	0
Unamortised ancillary borrowing cost		0	-
	(b)	942	1,292
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		884	1,254
Operation and maintenance		15	32
Unused tax credits (MAT)		143	67
Preliminary expenses not written off under tax laws		0	0
	(c)	1,042	1,353
Deferred tax assets (net)	**(d) = (a) + (c)- (b)**	**100**	**70**

(b) Deferred tax liabilities (net)

		As at 31 March 2019	As at 31 March 2018
Deferred tax relates to the following:			
Deferred tax recognised through Goodwill	**(e)**	11	11
Deferred tax related to items recognised in equity:			
Deferred tax liabilities (gross)			
Compound financial instruments		253	-
	(f)	**253**	**-**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Loss on mark to market of derivative instruments		-	1
	(g)	**-**	**1**
Deferred tax liabilities (gross)			
Loss on mark to market of derivative instruments		2	2
	(h)	**2**	**2**
Deferred tax related to items recognised in Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		2,253	426
Unrealised gain on mutual fund		-	1
	(i)	**2,253**	**427**
Deferred tax assets (gross)			
Provision for operation and maintenance equalisation		-	4
Unused tax credit (MAT)		1	0
Compound financial instruments		0	-
Operation and maintenance		30	-
Losses available for offsetting against future taxable income		2,240	407
	(j)	**2,271**	**411**
Deferred tax liabilities (net)	**(k) = (e)+(f)-(g)+(h)+(i)-(j)**	**248**	**28**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	For the year ended 31 March 2019	For the year ended 31 March 2018
Accounting profit before income tax	**206**	**15**
Tax at the India's tax rate of 26% (31 March 2018: 26%)	54	4
Effect of tax holidays and other tax exemptions	(32)	48
Damage claim for loss of revenue (considered as capital receipt not offered to tax)	(20)	-
Others deductible or non-deductible items	(1)	(0)
At the effective income tax rate	**1**	**52**
Current tax expense reported in the Statement of Profit and Loss	74	24
Deferred tax expense reported in the Statement of Profit and Loss*	(73)	30
Adjustment of tax related to earlier years	(0)	(2)
	1	**52**

*** Where deferred tax expense relates to the following :**		
Compound financial instruments	(0)	-
Losses available for offsetting against future taxable Income	(1,464)	(1,320)
Fair valuation of Investments	(1)	1
Preliminary expenses not written off under tax laws	0	0
Amortisation of ancillary borrowing cost	0	-
Difference in WDV as per books of accounts and tax laws	1,478	1,394
Operation and maintenance	(9)	(19)
Business Combination	(1)	3
Unused tax credit (MAT)	(76)	(29)
	(73)	**30**

Reconciliation of deferred tax assets (net):

	31 March 2019	31 March 2018
Opening balance of DTA/(DTL) (net)	**42**	**159**
Deferred tax income/(expense) during the year recognised throuh Equity	(253)	-
Deferred tax income/(expense) during the year recognised in profit and loss	73	(30)
Deferred tax income/(expense) during the year recognised in OCI	(10)	(88)
Deferred tax on initial recognition of Business combination	-	1
Closing balance of DTA/(DTL) (net)	**(148)**	**42**

The entities forming part of Restricted Group has tax losses and unabsorbed depreciation which arose in India of INR 11,998 (31 March 2018: INR 6,496). The unabsorbed depreciation can be carried forward indefinately as per the Income Tax Act.

Out of this, the tax losses that are available for offsetting for eight years against future taxable profits of the companies in which the losses arose are of INR 8 (31 March 2018: INR 8). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 11,990 (31 March 2018: INR 6,490).

The entities forming part of Restricted Group has recognised deferred tax asset of INR 3,123 (31 March 2018: INR 1,659) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry period of Minimum alternate tax recoverable as on 31 March 2019 is 11-15 years (31 March 2018: 13-15 years).

8 Prepayments	As at 31 March 2019	As at 31 March 2018
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	35	17
Total	**35**	**17**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	21	18
Total	**21**	**18**

9 Other assets	As at 31 March 2019	As at 31 March 2018
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	10	1,149
Advances recoverable	1	106
Security deposits	0	0
Balances with government authorities	0	0
Total	**11**	**1,255**

Current (Unsecured, considered good unless otherwise stated)

Advances recoverable	105	123
Balances with government authorities	1	-
Total	**106**	**123**

10 Inventories

	As at 31 March 2019	As at 31 March 2018
Consumables and spares	11	-
Traded goods	1	-
Total	**12**	**-**

11 Trade receivables

	As at 31 March 2019	As at 31 March 2018
Unsecured, considered good ^	1,396	91
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	-	-
	1,396	91
Less: Impairment allowance for bad and doubtful debts	-	-
Total	**1,396**	**91**

^ With effect from 1 April 2018, Unbilled revenue has been classified under head Trade receivables on account of application of Ind AS 115 using modified retrospective approach.

No trade or other receivables are due from directors or other officers of the entities forming part of the Restricted Group either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days.

12 Cash and cash equivalents

	As at 31 March 2019	As at 31 March 2018
Cash and cash equivalents		
Balance with bank		
- On current accounts	322	199
- Deposits with original maturity of less than 3 months #	57	80
Total	**379**	**279**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months *#	1,645	1,216
- Remaining maturity for more than twelve months #	0	0
	1,645	**1,216**
Less: amount disclosed under financial assets (others) (Note 6)	(0)	(0)
Total	**1,645**	**1,216**

* Fixed deposits of INR 640 (31 March 2018: INR 210) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 to 1826 days and carry an interest rate of 3.85% to 8.05% which is receivable on maturity.

13 Share capital

The Special Purpose Combined Financial Statements do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2017	28,545,000	285
Increase during the year	15,510,000	155
Entities acquired during the year	50,000	1
At 31 March 2018	44,105,000	441
Increase during the year	13,440,000	134
At 31 March 2019	**57,545,000**	**575**
0.0001% compulsory convertible preference shares of INR 10 each		
At 1 April 2017	13,650,000	137
At 31 March 2018	13,650,000	137
At 31 March 2019	**13,650,000**	**137**
0.0001% redeemable non cumulative preference shares of INR 10 each		
At 1 April 2017	-	-
At 31 March 2018	-	-
Increase during the year	11,875,000	119
At 31 March 2019	**11,875,000**	**119**

Issued share capital	**Number of shares**	**Amount**
13A Equity shares of INR 10 each issued, subscribed and paid up		
At 1 April 2017	26,666,430	267
Shares issued during the year	2,793,500	28
Entities acquired during the year	50,000	1
At 31 March 2018	29,509,930	296
Shares issued during the year	14,364,000	143
At 31 March 2019	**43,873,930**	**439**

Terms/rights attached to equity shares

The entities forming part of Restricted Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the entities forming part of Restricted Group will pay dividends in Indian rupees.

In the event of liquidation of entities forming part of the Restricted Group, the holders of equity shares of such Company will be entitled to receive remaining assets of the respective entity, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective entity.

13B Shares held by the Holding Company of entities forming part of Restrcited Group

	As at 31 March 2019		**As at 31 March 2018**	
	Number of shares	**Amount**	**Number of shares**	**Amount**
ReNew Solar Power Private Limited*				
Equity shares of INR 10 each	50,000	1	50,000	1
ReNew Power Private Limited*				
Equity shares of INR 10 each	43,705,850	437	29,345,050	293
0.0001% compulsorily convertible preference shares of INR 10 each	11,153,350	112	11,153,350	112
0.0001% redeemable non cumulative preference shares of INR 10 each	114,735,700	1,147	-	-

*for details of relationship with the respective entities of the Restricted Group refer note 29.

13C Details of shareholders holding more than 5% shares in the Restricted Group

	As at 31 March 2019		**As at 31 March 2018**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
ReNew Power Private Limited*	43,705,850	99.62%	29,345,050	99.44%
0.0001% compulsorily convertible preference shares of INR 10 each				
ReNew Power Private Limited*	11,153,350	100.00%	11,153,350	100.00%
0.0001% redeemable non cumulative preference shares of INR 10 each				
ReNew Power Private Limited*	114,735,700	100.00%	-	-

As per the records of the entities forming part of the Restricted Group, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

*for details of relationship with the respective entities of the Restricted Group refer note 29.

13D Instruments entirely equity in nature :

0.0001% compulsorily convertible preference shares of INR 10 each

	Number of shares	Amount
At 1 April 2017	11,153,350	112
At 31 March 2018	11,153,350	112
At 31 March 2019	**11,153,350**	**112**

0.0001% compulsorily convertible preference shares (face value Rs 10 each) (CCPS)

Renew Wind Energy (AP) Private Limited issued 3,059,600 CCPS in financial year 2014-15 and 8,093,750 CCPS during the FY ended March 31, 2016 of Rs.10 each fully paid-up at a premium of Rs. 90 per share. CCPS carry non cumulative dividend @ 0.001%. The company declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

CCPS do not carry voting rights and are transferable. CCPS of 8,093,750 and 3,059,600 shall be compulsorily converted into one equity share for each preference share at the price of Rs. 100 per share in August 2035 and January 2034 respectively.

In the event of Liquidation of the Company, the holders of CCPS shall be entitled to receive an amount that equal to the face value of CCPS. The remaining assets and funds of the Company available for distribution to shareholders of the Company shall be distributed among all holders of CCPS and equity shares based on the number of equity shares held by each of them.

13E No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date

14 Other equity

14A Share application money pending allotment

At 1 April 2017	-
Share application money received	28
Equity shares issued during the year	(28)
At 31 March 2018	-
Share application money received	2,584
Equity shares issued during the year	(1,436)
Preference shares issued during the year	(1,148)
At 31 March 2019	-

14B Equity component of preference shares:

0.0001% redeemable non cumulative preference shares of INR 10 each (including share premium of INR 90 each)	Number of shares	Total proceeds	Liability component (refer note 15)	Equity component**
At 1 April 2017	-	-	-	-
At 31 March 2018	-	-	-	-
Shares issued during the year	114,735,700	1,147	176	718
Accretion during the year	-	-	1	-
At 31 March 2019	**114,735,700**	**1,147**	**177**	**718**

(**Adjusted for deferred tax at inception)

Terms/rights attached to preference shares

0.0001% redeemable non cumulative preference shares (RNCPS)

Pugalur Renewable Private Limited issued 63,205,700 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. The Pugalur Renewable Private Limited declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of the Pugalur Renewable Private Limited is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of the Pugalur Renewable Private Limited ,the RNCPS shall be entitled to receive in preference to the equity shareholders of the Pugalur Renewable Private Limited, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

0.0001% redeemable non cumulative preference shares (RNCPS)

Bidwal Renewable Private Limited issued 51,530,000 0.0001% redeemable non cumulative preference shares (RNCPS) in FY 2018-19, of INR 10 each fully paid-up per share. RNCPS carry non cumulative dividend @ 0.0001%. The Bidwal Renewable Private Limited declares and pays dividend in Indian rupees. The dividend proposed by the Board of Directors of the Bidwal Renewable Private Limited is subject to the approval of the shareholders in the ensuing Annual General Meeting.

RNCPS do not carry voting rights and are fully transferable. The RNCPS shall be redeemed at INR 10 per share on or before 31st March 2038 as may be determined by the Board in one or more tranches.

In the event of Liquidation of the Bidwal Renewable Private Limited ,the RNCPS shall be entitled to receive in preference to the equity shareholders of the Bidwal Renewable Private Limited, as per share amount equal to 1.0 times of the face value of each RNCPS plus any declared but unpaid dividends on such RNCPS

14C Securities premium

At 1 April 2017	1,686
Premium on issue of equity shares during the year	251
Amount utilized against for issue of shares	(1)
At 31 March 2018	**1,936**
Premium on issue of equity shares during the year	1,293
Amount utilized against for issue of equity shares	(1)
At 31 March 2019	**3,228**

Nature and purpose

Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

14D Hedge reserve

At 1 April 2017	(217)
Movement in hedge reserve, net of taxes (refer note 31)	193
At 31 March 2018	**(24)**
Movement in hedge reserve, net of taxes (refer note 31)	29
At 31 March 2019	**5**

Nature and purpose

The entities forming part of Restricted Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the entities forming part of Restricted Group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the combined Statement of Profit and Loss when the hedged item affects profit and loss (example: Principal and interest payments).

14E Retained earnings

At 1 April 2017	283
Profit for the year	(37)
At 31 March 2018	**246**
Profit for the year	205
At 31 March 2019	**451**

14F Parent's contribution

At 1 April 2017	**49**
Addition during the year (refer note 39)	3
At 31 March 2018	**52**
At 31 March 2019	**52**

Nature and purpose

The Parent has carried fair value adjustment to assets and liabilities (net of deferred tax) in its consolidated financial statements on acquisition of entities forming part of restricted group. These fair value adjustment to assets and liabilities (net of deferred tax) has been reflected in Combined financial statements of Restricted Group in accordance with requirement of the Guidance Note with corresponding credit being recognised as Parent’s contribution.

Restricted Group
Notes to Special Purpose Combined Financial Statements for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

15	**Long-term borrowings**	**Nominal interest rate %**	**Maturity**	**Non-current**		**Current**	
				31 March 2019	**31 March 2018**	**31 March 2019**	**31 March 2018**
	Term loan from bank (secured)	9.65% - 11.40%	March 2035	9,226	2,741	477	152
	Term loan from financial institutions (secured)	10.25% - 11.80%	March 2036	5,598	2,533	271	105
	Liability component of preference shares (secured) (refer note 13D)	0.0001%	March 2038	177	-	-	-
	Buyer's / Supplier's credit (secured)	6.81% -7.80%	December 2019	-	795	847	294
	Total long-term borrowings			**15,001**	**6,069**	**1,595**	**551**
	Amount disclosed under the head 'Other current financial liabilities' (Refer note 20)			-	-	(1,595)	(551)
				15,001	**6,069**	**-**	**-**

Notes:

(i) Term loan from bank (secured)
Term loan from banks are secured by pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the entities forming part of the Restricted Group.

(ii) Term loan from financial institutions (secured)
Term loan in Indian rupees from financial institutions are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective entity forming part of the Restricted Group.

(iii) Buyer's / Supplier's credit (secured)
Buyer's/ Supplier's credit are secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the entities forming part of the Restricted Group. Creation of charge by way of mortgage and assignment is under process.

(iv) All the loans are covered by corporate guarantee of ReNew Power Private Limited.

(v) ReNew Solar Power Private Limited has pledged 25,500 (31 March 2018: 20,400) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

(vi) ReNew Power Private Limited has pledged 22,236,902 (31 March 2018: 7,348,817) equity shares and 7,323,158 (31 March 2018:2,876,000) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

(vii) Entities forming part of the Restricted Group have not created charge on security against outstanding loan balances given below mainly on account of pending approvals from government agencies with respect to land mortgages. The charge will be created as and when the respective entities get the necessary approvals from these agencies. None of the entities listed below have received any approval till date.

Company Name	**Lender Name**	**Amount (In Millions)**
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	316
Renew Wind Energy (AP) Private Limited	State Bank of India	346
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	392
Renew Wind Energy (AP 3) Private Limited	Ptc Financial Services Pvt. Ltd.	845
Shruti Power Private Limited	IDFC Infra Debt Fund Limited	481
Pugalur Renewable Private Limited	Indusind Bank Ltd	3,422
Bidwal Renewable Private Limited	Indusind Bank Ltd	2,658
Zemira Renewables Private Limited	PHL Fininvest Private Limited	1,000
Zemira Renewables Private Limited	Piramal Capital & Housing Finance L	2,280
ReNew Wind Energy (MP Three) Private Limited	IDFC Bank Ltd.	8
ReNew Wind Energy (MP Three) Private Limited	Tata Cleantech Capital Ltd.	83
ReNew Wind Energy (MP Three) Private Limited	Union Bank Ltd.	685
ReNew Wind Energy (Rajasthan Four) Private Limited	IDFC Bank Ltd.	592
ReNew Wind Energy (Rajasthan Four) Private Limited	Tata Cleantech Capital Ltd.	76
Renew Wind Energy (Maharashtra) Private Limited	IDFC Bank Ltd.	824
Renew Wind Energy (Maharashtra) Private Limited	Tata Cleantech Capital Ltd.	80
Bhumi Prakash Private Limited	IDFC Bank Ltd.	4
Bhumi Prakash Private Limited	Tata Cleantech Capital Ltd.	78
Bhumi Prakash Private Limited	Union Bank Ltd.	329
Tarun Kiran Bhoomi Private Limited	IDFC Bank Ltd.	270
Tarun Kiran Bhoomi Private Limited	Tata Cleantech Capital Ltd.	60
Total		**14,829**

16 Other non-current liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Provision for operation and maintenance equalisation	260	151
Total	**260**	**151**

17 Short term borrowings	**As at 31 March 2019**	**As at 31 March 2018**
Commercial Papers (secured)	-	1,964
Acceptances (secured)	-	3,990
Loan from related party (unsecured) (refer note 28)	4,507	6,791
Buyer's / Supplier's credit (secured)	312	792
Total	**4,819**	**13,537**

Acceptances (secured)

Acceptances from Yes bank were secured by parri passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.
Discount rate of acceptances ranges from 7.75% to 8.35%.

Commercial Papers (secured)

Secured Commercial papers are issued at a discounl rate on cornrnercial paper of 8.11 % per annum to SBI Magnum Insta Cash Fund and is covered by corporate guarantee of ReNew Power Private Limited, the holding corpany.

Loan from related party (unsecured)

Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

Buyer's / Supplier's credit (secured)

Buyer's/Supplier credits carries an interest rate of 6 month Libor 90 bps to 6 month Libor 110 bps are secured by first pari passu first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the Company. Creation of charge by way of mortgage and assignment is under process.

18 Trade payables	**As at 31 March 2019**	**As at 31 March 2018**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 37)	1	-
Others	626	530
Total	**627**	**530**

19 Derivative instruments	**As at 31 March 2019**	**As at 31 March 2018**
Financial liabilities at fair value through OCI (current)		
Cash flow hedges		
Derivative instruments	-	12
Total	**-**	**12**

20 Other current financial liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 15)	1,595	551
Others		
Interest accrued but not due on borrowings	660	235
Capital creditors	1,323	8,787
Total	**3,578**	**9,573**

21 Other current liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Provision for operation and maintenance equalisation	22	6
Other payables		
TDS payable	22	156
GST payable	14	0
Total	**58**	**162**

22 Revenue from operations

	For the year ended 31 March 2019	For the year ended 31 March 2018
Income from contracts with customers		
Sale of power	3,775	1,428
Total	**3,775**	**1,428**

23 Other income

	For the year ended 31 March 2019	For the year ended 31 March 2018
Interest income accounted at amortised cost		
- on fixed deposit with banks	106	56
- on loan to related parties (refer note 28)	23	25
- income tax refund	-	0
- others	-	4
Government grant		
- generation based incentive	57	38
Damage claim for loss of revenue (refer note 42)	76	-
Insurance claim	2	-
Gain on settlement of derivative instruments designated as cash flow hedge (net)	-	2
Fair value change of mutual fund (including realised gain)	3	7
Unrealised gain on mutual fund	-	2
Miscellaneous income	6	4
Total	**273**	**138**

24 Other expenses

	For the year ended 31 March 2019	For the year ended 31 March 2018
Legal and professional fees	26	16
Corporate social responsibility (refer note 38)	2	2
Travelling and conveyance	7	8
Rent	1	1
Printing and stationery	0	0
Management shared services	90	63
Rates and taxes	22	11
Payment to auditors (refer details below)	4	2
Insurance	13	8
Operation and maintenance	291	105
Repair and maintenance		
- plant and machinery	2	1
Guest house expenses	1	-
Security charges	7	3
Communication costs	1	1
Foreign exchange loss (net)	13	10
Penalty for delay in project commissioning	1	-
Miscellaneous expenses	10	3
	491	**234**

Payment to auditors

	For the year ended 31 March 2019	For the year ended 31 March 2018
As auditor:		
Audit fee	4	2
In other capacity:		
Reimbursement of expenses	0	0
	4	**2**

25 Depreciation and amortisation expense	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Depreciation of property, plant and equipment (refer note 4)	1,150	479
Amortisation of intangible assets (refer note 5)	20	2
Total	**1,170**	**481**

26 Finance costs	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Interest expense on		
- term loans	1,201	608
- loan from related party (refer note 28)	474	118
- acceptance	318	13
- buyer's/supplier's credit	92	78
- liability component of redeemable non-cumulative preference shares	1	-
- commercial papers	78	2
- others	1	0
Bank charges	16	5
Unamortised ancillary borrowing cost written off*	-	12
Total	**2,181**	**836**

*Represents transaction cost on long term borrowing charged to the Special Purpose Statement of Profit and Loss on account of derecognition due to substantial modification

27 Earnings per share (EPS)

The special purpose Combined Financial Statements do not represent legal entity structure and are aggregated for a specific purpose. Accordingly, Earnings Per Share (EPS) on aggregated number of shares has not been disclosed.

28 Operating lease commitments

The the entities forming part of the Restricted Group has entered into commercial property lease for its Land. The Lease has non cancellable period which has remaining term of 10.5 (March 2018: 11.5) years.

Future minimum rental payables under non-cancellable operating lease (excluding lease equalisation reserve) are as follows:

Particuars	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
With in 1 year	1	1
After 1 year but not more than 5 year	3	3
More than 5 years	5	6

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29 Related party disclosures

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 year and description of relationship as identified by the management are:

I. Holding Company :

Name of entity	Holding Company
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Shruti Power Projects Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Pugalur ReNewable Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Bidwal ReNewable Private Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
Zemira ReNewable Energy Limited	ReNew Power Private Limited (formerly known as ReNew Power Limited)
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited (w.e.f 31 March 2018)*; Axis Energy Ventures India Private Limited (w.e.f 17 December 2017 upto 30 March 2018) and Adani Green Energy Limited (upto 17 December 2017)

*ReNew Solar Power Private Limited is a 100% subsidiary of ReNew Power Private Limited.

II. Ultimate Holding Company

GS Wyvern Holdings Limited (till 22nd March 2018)

III. Key management personnel (KMPs) :

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

IV. Fellow subsidiaries with whom transactions occurred during the year:

Kanak Renewables Limited
Ostro Energy Private Limited
Ostro Madhya Wind Private Limited
Rajat Renewables Limited
ReNew Akshay Urja Limited
ReNew Clean Energy Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Agni Power Private Limited
ReNew Power Services Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (AP Five) Private Limited
ReNew Wind Energy (Budh 3) Private Limited
ReNew Wind Energy (Jath) Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
Renew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Four) Private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Shivpur) Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Varekarwadi) Private Limited

b) Details of transactions with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the year ended 31 March 2019	For the year ended 31 March 2018	For the year ended 31 March 2019	For the year ended 31 March 2018
Unsecured loan received	7,412	7,067	480	1,653
Unsecured loan repaid	9,475	3,004	700	528

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	For the year ended 31 March 2019	For the year ended 31 March 2018	For the year ended 31 March 2019	For the year ended 31 March 2018
Expenses incurred on behalf of company	129	14	0	11
Expenses incurred on behalf of holding company	2	1	-	-
Share application money received	2,583	279	-	-
Issue of RNCPS	1,147	-	-	-
Advance received from related party	-	885	-	-
Reimbursement of expenses	5	67	-	-
Purchase of Services# (management shared service)	58	246	22	-
Issue of equity shares (including security premium)	2,583	279	-	-
Sale of equity shares	-	0	-	-
Interest expense on unsecured loan	311	52	167	132

# ReNew Power Private Limited and ReNew Solar Energy Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries on the basis of its best estimate of expenses incurred for each of its subsidiary companies and fellow subsidiaries and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

c) Details of outstanding balances with Holding Company:

Particulars	ReNew Power Private Limited		ReNew Solar Power Private Limited	
	31 March 2019	31 March 2018	31 March 2019	31 March 2018
Unsecured loan payable	2,472	4,535	2,035	2,256
Trade payables	108	52	22	0
Capital creditor	228	272	12	12
Advance from related party	-	885	-	-
Interest expense accrued on unsecured loan	333	57	310	146
Allotment of equity shares	2,583	279	-	-
Recoverable from related parties	-	1	-	-
Liability component of Redeemable preference shares	177	-	-	-

d) Details of transactions with fellow subsidiaries:

i) Loans given and repaid thereof and interest income thereon

Particulars	For the year ended 31 March 2019			For the year ended 31 March 2018		
	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan
ReNew Clean Energy Private Limited	-	-	0	430	425	10
Rajat Renewables Limited	-	808	15	808	-	7
Kanak Renewables Limited	28	801	8	856	-	8
ReNew Solar Energy (Karnataka Two) Private Limited	-	-	-	-	246	0

ii) Expenses incurred and payment made on behalf and purchase of land

Particulars	For the year ended 31 March 2019			For the year ended 31 March 2018		
	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land
Ostro Energy Private Limited	0	-	-	-	-	-
Ostro Madhya Wind Private Limited	0	-	-	-	-	-
ReNew Akshay Urja Limited	0	-	-	-	-	-
ReNew Saur Urja Private Limited	0	0	-	0	0	-
ReNew Solar Energy (Rajasthan) Private Limited	-	-	-	17	3	13
ReNew Solar Energy (Telangana) Private Limited	-	-	-	0	-	-
ReNew Agni Power Private Limited	-	-	-	-	0	-
ReNew Power Services Private Limited	0	0	-	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	-	-	-	0	-	-
ReNew Solar Energy Private Limited	0	0	-	0	5	-
ReNew Wind Energy (AP Five) Private Limited	-	-	-	0	6	20
ReNew Wind Energy (Budh 3) Private Limited	1	0	-	-	0	-
ReNew Wind Energy (Jath) Limited	-	-	-	1	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	-	-	0	-
ReNew Wind Energy (Karnataka) Private Limited	22	-	-	155	-	-
ReNew Wind Energy (MP Four) Private Limited	-	-	-	1	-	-
ReNew Wind Energy (Shivpur) Private Limited	-	-	-	0	-	-
ReNew Wind Energy (Sipla) Private Limited	-	0	-	-	-	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	-	-	0	-
ReNew Power Services Private Limited	-	-	-	0	2	-

iii) Purchase of management shared services, engineering procurement and construction services, consumables and operation and maintenance services and sale of consumables

Particulars	For the year ended 31 March 2019		For the year ended 31 March 2018	
	Management shared services	Reimbursement of expenses	Management shared services	Reimbursement of expenses
ReNew Power Services Private Limited	4	-	203	1

Particulars	For the year ended 31 March 2019		For the year ended 31 March 2018	
	EPC Purchase	Operation and maintenance	EPC Purchase	Operation and maintenance
ReNew Solar Energy Private Limited	4	-	922	12
ReNew Power Services Private Limited	6	82	213	-

Particulars	For the year ended 31 March 2019		For the year ended 31 March 2018	
	Consumables Sales	Consumable Purchases	Consumables Sales	Consumable Purchases
ReNew Power Services Private Limited	-	5	-	-
ReNew Wind Energy (Budh 3) Private Limited	0	0	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	0	-	-
ReNew Wind Energy (Orissa) Private Limited	-	0	-	-
ReNew Agni Power Private Limited	0	-	-	-
ReNew Clean Energy Private Limited	0	-	-	-
ReNew Solar Energy Private Limited	-	0	-	-
ReNew Wind Energy (MP Four) Private Limited	-	0	-	-

iv) Trading purchase and sale of land

Particulars	Sale of Land		Trading Purchase	
	For the year ended 31 March 2019	For the year ended 31 March 2018	For the year ended 31 March 2019	For the year ended 31 March 2018
ReNew Wind Energy (MP Four) Private Limited	-	17	-	-
Ostro Energy Private Limited	-	-	6	-

v) Share application money given

Particulars	For the year ended 31 March 2019	For the year ended 31 March 2018
ReNew Power Services Private Limited	-	0

vi) Equity investment made and sale of equity investment made in related party

Particulars	For the year ended 31 March 2019		For the year ended 31 March 2018	
	Investment made	Sale	Investment made	Sale
Kanak Renewables Limited	-	-	0	0
Rajat Renewables Limited	-	-	0	0
Renew Wind Energy (Karnataka Five) Private Limited	-	-	-	0

vii) Subscription to redeemable non cumulative preference shares

Particulars	For the year ended 31 March 2019		For the year ended 31 March 2018	
	Investment made	Sale	Investment made	Sale
Renew Solar Energy (Jharkhand Two) Private Limited	-	-	887	-

e) Details of outstanding balances with fellow subsidiaries:

i) Loan receivable and interest income receivable

Particulars	31 March 2019		31 March 2018	
	Loan receivable	Interest receivable	Loan receivable	Interest receivable
ReNew Clean Energy Private Limited	5	4	5	4
Rajat Renewables Limited	-	20	808	12
Kanak Renewables Limited	82	14	856	11
ReNew Power Services Private Limited	887	-	887	-
ReNew Solar Energy (Karnataka Two) Private Limited	-	11	-	11

ii) Trade payable, capital creditor and recoverable from related parties

Particulars	31 March 2019			31 March 2018		
	Trade payable	Capital creditor*	Recoverable from related parties	Trade payable	Capital creditor	Recoverable from related parties
Ostro Energy Private Limited	6	-	-	-	-	-
Ostro Madhya Wind Private Limited	0	-	-	-	-	-
ReNew Akshay Urja Limited	0	-	-	-	-	-
ReNew Clean Energy Private Limited	-	-	0	-	-	-
ReNew Saur Urja Private Limited	0	0	0	-	0	0
ReNew Solar Energy (Rajasthan) Private Limited	-	28	-	-	28	-
Renew Sol Energy (Jharkhand Two) Private Limited	-	-	-	21	301	0
ReNew Solar Energy (Telangana) Private Limited	0	-	-	0	-	-
ReNew Agni Power Private Limited	-	-	0	-	-	0
ReNew Power Services Private Limited	72	243	-	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	0	-	-
ReNew Solar Energy Private Limited	0	250	73	12	233	76
ReNew Wind Energy (AP Five) Private Limited	0	20	6	0	20	6
ReNew Wind Energy (Budh 3) Private Limited	1	-	0	-	-	0
ReNew Wind Energy (Jath) Limited	1	-	-	1	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	0	-	-	0
ReNew Wind Energy (Karnataka 4) Private Limited	-	-	70	-	-	69
ReNew Wind Energy (Karnataka) Private Limited	337	-	-	314	-	-
ReNew Wind Energy (MP Four) Private Limited	0	-	18	-	-	18
ReNew Wind Energy (Orissa) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	-	-	0	-	-	-
ReNew Wind Energy (Shivpur) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (Sipla) Private Limited	-	-	0	-	-	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	0	-	-	0

*Including provision amounts to INR 6 (31 March 2018:Nil)

f) Compensation of key management personnel

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

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

h) ReNew Solar Power Private Limited has pledged 25,500 (31 March 2018: 20,400) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

i) ReNew Power Private Limited has pledged 22,236,902 (31 March 2018: 7,348,817) equity shares and 7,323,158 (31 March 2018:2,876,000) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

30 Segment information

The managing director of ReNew Power Private Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Restricted Group discloses segment information in a manner consistent with internal reporting to group's Managing Director. The entities forming part of Restricted Group have segments based on type of business operations. The reportable segments of Restricted Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The entities forming part of Restricted Group does not operate in more than one geographical segment. The Restricted Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balances for each reportable segment are not reviewed by or provided to CODM.

	For the year ended 31 March 2019			For the year ended 31 March 2018		
	Wind Power	**Solar Power**	**Total**	**Wind Power**	**Solar Power**	**Total**
Sale of power and sale of renewable energy certificates	2,952	823	3,775	1,054	374	1,428
Revenues from operations	**2,952**	**823**	**3,775**	**1,054**	**374**	**1,428**
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**2,952**	**823**	**3,775**	**1,054**	**374** -	**1,428**
Interest income	97	31	128	76	9	85
Other income (other than interest income)	136	9	145	48	5	53
Total income	**3,185**	**863**	**4,048**	**1,178**	**388**	**1,566**
Less: Other expenses	350	141	491	166	68	234
Earning before interest, tax, depreciation and amortization (EBITDA)	**2,835**	**722**	**3,557**	**1,012**	**320**	**1,332**
Depreciation and amortization expense (net)			1,170			481
Finance costs			2,181			836
Profit before tax			**206**			**15**

The Revenues from three major customers amounts to INR 2,312 (31 March 2018: three customers INR 758) each of which contributes more than 10% of the total revenue of the Group.

31 Hedging activities and derivatives

Derivatives designated as hedging instruments

The entities forming part of the Restricted Group use certain types of derivative financial instruments (viz. foreign currency forwards, cross-currency interest rate swap) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entities forming part of the Restricted Group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction ('cash flow hedge'). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in cash flow hedge reserve - a component of equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the Statement of Profit and Loss within other expenses/ other income. The amounts accumulated in equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in equity are re-classified to the Statement of Profit and Loss in the year when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the Statement of Profit and Loss within other expenses / other income.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings and buyer's credit. Terms of the swaps and their respective impact on OCI and Statement of Profit and Loss is as below:-

- Buyers credit (included in short term borrowing)
Pay fixed INR and receive USD and pay fixed interest at 6.81% to 7.80% p.a. and receive a variable interest at 6 month LIBOR plus 0.90% p.a. to 6 month LIBOR plus 1.10% p.a. on the notional amount.

The cash flow hedges through forward is USD 4,529,962 and CCS is USD 12,266,902 outstanding at the year ended 31 March 2019 were assessed to be highly effective and cumulative impact of mark to market gain and restatement of hedged item is INR 7 (31 March 2018: INR 33) with a deferred tax liability of INR 2 (31 March 2018: INR 8), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	31 March 2019		**31 March 2018**	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Forward contracts designated as hedging instruments	40	-	6	12

Hedging reserve movement

	As at 31 March 2019	**As at 31 March 2018**
Balance at the beginning of the year	(24)	**(217)**
Gain/(loss) recognised on cash flow hedges	2	(110)
Income tax relating to gain/loss recognized on cash flow hedges	(0)	14
Gain/(loss) reclassified to profit and loss	-	8
Income tax relating to gain/loss reclassified to profit and loss	-	(2)
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	35	383
Income tax relating to gain/loss reclassified to non financial assets or liabilities as basis adjustment	(9)	(100)
Gain/(loss) reclassified to profit and loss as hedged future cash flows are no longer expected to occur	2	-
Income tax relating to gain/loss reclassified to profit and loss as hedged future cash flows are no longer expected to occur	(1)	-
Balance at the end of the year	**5**	**(24)**

32 Commitments, liabilities and contingencies
(to the extent not provided for)

(i) Contingent liabilities

The entities forming part of the Restricted Group have contingent liability on account of delay in project commissioning as on 31 March 2019 INR 5 (31 March 2018: Nil).

(ii) Commitments

Estimated amount of contracts remaining to be executed on capital account and not provided for
There are no capital commitments outstanding as on 31 March 2019 (31 March 2018: 120).

33 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the entities forming part of the Restricted Group:

	31 March 2019		31 March 2018	
	Carrying value	Fair value	Carrying value	Fair value
Financial assets				
Measured at amortised cost				
Loans-non-current	87	87	0	0
Loans-current	887	887	2,556	2,556
Trade receivables	1,396	1,396	91	91
Cash and cash equivalent	379	379	279	279
Bank balances other than cash and cash equivalent	1,645	1,645	1,216	1,216
Other current financial assets	285	285	424	424
Measured at FVTPL				
Investments-current, quoted mutual funds	-	-	922	922
Measured at FVOCI				
Derivative instruments	40	40	6	6
Financial liabilities				
Measured at amortised cost				
Long term borrowings	15,001	15,001	6,069	6,069
Short-term borrowings	4,819	4,819	13,537	13,537
Trade payables	626	626	530	530
Other current financial liabilities	3,578	3,578	9,573	9,573
Measured at FVOCI				
Derivative instruments	-	-	12	12

The management of the entities forming part of the Restricted Group assessed that cash and cash equivalents, trade receivables, trade payables, other current financial liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

For financial assets and liabilities that are measured at fair value, the carrying amounts are equal to the fair values.
The fair value of the financial assets and liabilities is included at the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the entities forming part of the Restricted Group's term loans from financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 31 March 2019 was assessed to be insignificant.

ii The fair values of the security deposits given are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iii The entities forming part of the Restricted Group enter into derivative financial instruments with various counter parties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

34 Fair value hierarchy

The entities forming part of the Restricted Group categorize assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the entities forming part of the Restricted Group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	31 March 2019		31 March 2018	
		Carrying value	Fair value	Carrying value	Fair value
Financial Assets (Current)					
Financial assets measured at fair value					
Investments (quoted mutual funds)	Level 1	-	-	922	922
		-	**-**	**922**	**922**
Financial assets measured at amortised cost					
Measured at amortised cost					
Financial assets (Non current):					
Loans	Level 3	87	87	-	-
Security deposits	Level 3	-	-	0	0
Total		**87**	**87**	**0**	**0**
Financial assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 3	0	0	0	0
Interest accrued on USL given	Level 3	-	-	-	-
Total		**0**	**0**	**0**	**0**

Financial assets measured at FVOCI					
Derivative instruments	Level 2	40	40	6	6
Total		**40**	**40**	**6**	**6**
Financial liabilities at amortised cost					
Measured at amortised cost					
Term loan in Indian rupees from banks	Level 3	9,226	9,226	2,741	2,741
Term loan in Indian rupees from financial institution	Level 3	5,598	5,598	2,533	2,533
Liability component of preference shares (secured)	Level 3	177	177	-	-
Buyer's / Supplier's credit (secured)	Level 3	-	-	795	795
Total		**15,001**	**15,001**	**6,069**	**6,069**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at fair value			
Investments (quoted mutual funds)	Level 1	Quoted price	Quoted market price of mutual funds
Financial assets not measured at fair value			
Loans	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on loans to related parties	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial Assets measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Market value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows
Financial liabilities not measured at fair value			
Term loan in Indian rupees from banks	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from financial institution	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Liability component of preference shares (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Buyer's / Supplier's credit (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

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35 Financial risk management objectives and policies

The Restricted Group's principal financial liabilities comprise loans and borrowings, trade payables and other financial liabilities.
The main purpose of these financial liabilities is to finance the Restricted Group's operations and to support its operations. The Restricted Group's financial assets include loans, trade and other receivables, and cash and cash equivalents and other financial assets.

The Restricted Group is exposed to market risk, credit risk and liquidity risk. The Restricted Group's senior management oversees the management of these risks. The Restricted Group's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Restricted Group. These committees provides assurance to the Restricted Group's senior management that the Restricted Group's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Restricted Group's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market risk

Market risk is the risk that the Restricted Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits Include investments in mutual funds and derivative financial instruments.
The sensitivity analyses in the following sections relate to the position as at 31 March 2019. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 31 March 2019.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Restricted Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Restricted Group believes that the exposure of the Restricted Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Restricted Group also monitors the changes in interest rates and actively re-finances its debt obligations to achieve an optimal interest rate exposure.

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. borrowings in INR and USD. With all other variables held constant, the entities forming part of the Restricted Group's profit before tax is affected through the impact on financial assets, as follows:

	31 March 2019		31 March 2018	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 55	+/(-)50	(-)/+ 27
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 41	+/(-)50	(-)/+ 20

Foreign currency risk

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Restricted Group is exposed to foreign currency risk arising from imports of goods in US dollars and external commercial borrowings. The Restricted Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit and ECB by using foreign currency swaps and forward contracts. The Restricted Group has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Restricted Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Restricted Group does not undertake any speculative transaction.

Foreign currency sensitivity

The Restricted Group has hedged its exposure to fluctuations on its buyer's/supplier's credit and ECB through forward contracts and cross currency swaps and thus foreign currency sensitivity has not been disclosed.

Credit risk

Credit risk from balances with banks is managed by treasury department of the entities forming part of the Restricted Group. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks and group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the entities forming part of the Restricted Group, and may be updated throughout the year subject to approval of company's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Further the entities forming part of the Restricted Group sought to reduce counterparty credit risk under our long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2019 and 31 March 2018 is the carrying amount of all the financial assets.

Trade receivables

Customer credit risk is managed basis established policies of the entities forming part of the Entities forming part of Restricted Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The entities forming part of the Entities forming part of Restricted Group do not hold collateral as security.

The entities forming part of the Restricted Group have state utilities/government entities as it's customers with high credit worthiness, therefore, the entities forming part of the Restricted Group do not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by company's treasury department. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks & group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the respective entity forming part of the Entities forming part of Restricted Group, and and may be updated throughout the year subject to approval of company's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity risk

Liquidity risk is the risk that the entities forming part of the Restricted Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the entities forming part of the Restricted Group to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The entities forming part of the Restricted Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The entities forming part of the Restricted Group have access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The entities forming part of the Restricted Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind power plants and related assets. Our non-recourse financing is designed to limit cross default risk to the Parent Company or other subsidiaries and affiliates. Our non-recourse long-term debt is a combination of fixed and variable interest rate instruments. External commercial borrowings which are at variable rate is fixed through the use of cross currency interest rate swaps. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. In certain cases, the currency is matched through the use of derivative instruments. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of Restricted Group based on contractual undiscounted payments:

Year ended 31 March 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Long term Borrowings						
Term loan from Banks*	-	-	-	5,410	11,762	17,172
Term loan from Financial Institutions*	-	-	-	3,429	7,408	10,837
Liability component of preference shares*	-	-	-	-	1,147	1,147
Short term Borrowings						
Loans from related party	4,507	-	-	-	-	4,507
Buyer's / Supplier's credit (secured)	-	-	312	-	-	312
Other financial liabilities						
Current maturities of long term borrowings*	-	707	2,558	-	-	3,265
Interest accrued but not due on borrowings	587	73	-	-	-	660
Capital creditors	768	555	-	-	-	1,323
Trade payable						
Trades payable	565	62	-	-	-	627

* Including future interest payments.

The entities forming part of the Restricted Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2018	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from banks*	-	-	-	1,730	3,362	5,092
Term loan from financial institutions*	-	-	-	1,548	3,240	4,788
Buyer's / Supplier's credit (secured)	-	792	-	795	-	1,587
Commercial paper		1,964	-	-	-	1,964
Short term borrowings						
Loans from related party	6,791	-	-	-	-	6,791
Acceptances	-	3,990	-	-	-	3,990
Other financial liabilities						
Current maturities of long term borrowings*	-	220	617	-	-	837
Interest accrued but not due on borrowings	141	84	10	-	-	235
Capital creditors	537	6,810	1,437	-	-	8,784
Derivative instruments	-	12	-	-	-	12
Trade payable						
Trade payable	478	52	2	-	-	532

* Including future interest payments.

36 Capital management

For the purpose of the capital management by the respective entities forming part of the Restricted Group, capital includes issued equity capital, compulsory convertible preference shares, share premium and all other equity reserves attributable to the equity holders of the respective entities forming part of the Restricted Group. The primary objective of the respective entities forming part of the Restricted Group's capital management is to maximise the shareholder value.

The entities forming part of the Restricted Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, respective entities forming part of the Restricted Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The respective entities forming part of the Restricted Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The respective entities forming part of the Restricted Group includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and short-term deposits.

The policy of the respective entities forming part of the Restricted Group is to keep the gearing ratio to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with industry rate. In the construction phase the entities forming part of Restricted Group manages the ratio at 3:1 through internal funding.

In order to achieve this overall objective, the capital management by the respective entities forming part of the Restricted Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current year.

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2019.

37 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2019	As at 31 March 2018
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	1	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

38 Corporate social responsibility expenditure

As per Section 135 of the Companies Act, 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on corporate social responsibility (CSR) activities. The areas for CSR activities as follows :-

1) Sanitation and making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para –vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.

A CSR committee has been formed by the respective entity forming part of the Restricted Group as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the entities forming part of the Restricted Group during the year is INR 2 (31 March 2018: INR 0).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / acquisition of any asset	Nil	Nil	Nil
Other activities	2	1	3
Total	2	1	3
Previous year*			
Construction / acquisition of any asset	Nil	Nil	Nil
Other activities	2	-	2
Total	2	-	2

* The amount yet to be paid in previous year has been subsequently paid in current year.

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39 Entities acquired by The Parent forming part of Restricted Group

The Parent have acquired unlisted entities based in India and carrying out business activities relating to generation of power through non-conventional and renewable energy sources which are forming a part of the Restricted Group, inexchange for cash consideration. The Parent have acquired these entities because the Parent's management believes that the acquisition would enable the group to strengthen its position in renewable energy sector.

Carrying amount of assets and liabilities reflect the same values as appearing in the consolidated financial statements of the Parent.

Particulars	For the year ended 31 March 2018	For the year ended 31 March 2017
	Zemira Renewable Energy Limited	**Shruti Power Projects Private Limited**
Acquisition date	**31 March 2018**	**16 September 2016**
Segment	**Wind**	**Wind**
Assets	**INR**	**INR**
Property plant and equipment	3,562	557
Intangible assets	457	48
Loans	-	0
Deferred tax assets (net)	1	0
Other non-current assets	-	0
Prepayments - Current	-	13
Cash and cash equivalents	0	14
Bank balances other than cash and cash equivalent	-	52
Others current financial assets	4	0
Other current assets	-	111
	4,024	**795**
Liabilities		
Long-term borrowings	-	375
Short-term borrowings	2	97
Deferred tax liabilities (net)	-	(0)
Trade payables	0	25
Other current financial liabilities	4,024	26
Other current liabilities	0	0
	4,026	**523**
Total identifiable net assets at fair value	**(2)**	**272**
Goodwill on acquisition	2	-
Parent's contribution	3	49

Following are the impacts of business combinations accounting in the consolidated financial statements of the Parent on the Special Purpose Combined Financial Statements

Particulars	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
	Zemira Renewable Energy Limited	**Shruti Power Projects Private Limited**
1. Assets: [Increase/(Decrease)]		
Property plant and equipment	457	48
Intangible assets	(456)	12
Deferred tax assets (net)	(0)	(11)
Goodwill	2	-
Total impact on Assets	**3**	**49**
2. Liabilities: [Increase/(Decrease)]	**-**	**-**
Total impact of Liabilities	-	-
2. Equity: [Increase/(Decrease)]		
Parent's Contribution	3	49
Total impact of Equity	**3**	**49**

From the date of acquisition, acquired entitles have contributed in revenue and profit/loss before tax follows:

Particulars	**From the date of acquisition till 31 March 2018**	**From the respective date of acquisition till 31 March 2017**
	Zamira Renewable Private Limited	**Shruti Power Projects Private Limited**
Revenue	0	26
Profit/(loss) before tax	(0)	(11)

If the combination had taken place at the beginning of the year, revenue from operations and the loss before tax would have been:

Particulars	**For the year ended 31 March 2018**	**From 1 April 2016 to 31 March 2017**
	Zamira Renewable Private Limited	**Shruti Power Projects Private Limited**
Revenue	5	92
Profit/(loss) before tax	(3)	16

40 Significant accounting judgments, estimates and assumptions

The preparation of special purpose combined financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The entities forming part of the Restricted Group based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the entities forming part of the Restricted Group. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The entities forming part of the Restricted Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, the entities forming part of the Restricted Group are depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 34 and 35 for further disclosures.

Related party transactions

ReNew Power Private Limited along with all its subsidiaries hereinafter collectively referred to as 'the Group' have entered into inter-company transactions as explained below :

Management shared services

Employee benefit costs and other common expenses are incurred by the Ultimate Holding Company and Holding Company. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate of 8% (approximates 3-year government bond yield).

Financial instrument

The Group makes inter-group investments in the form of RNCPS . These investment carries interest at a nominal rate and are accounted for as compound financial instruments under Ind AS 32. The rate used for discounting the future cash flows approximate the average market interest rate of borrowings availed by Group.

41 There are no employees on the rolls of the entities forming part of the Restricted Group and therefore there are no employee benefit expenses accrued in the Unaudited Special Purpose Interim Combined Financial Statements. ReNew Power Private Limited and ReNew Power Services Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries respectively on the basis of its best estimate of expenses incurred. ReNew Power Private Limited and ReNew Power Services Private Limited have recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

42 During the year ended March 2019, certain entities forming part of the Restricted Group reached settlement with some of their suppliers/contractors for compensation for loss of revenue on account of delay in commissioning of power projects. Resultantly, an amount of INR 76 towards Liquidated Damages ('LDs') has been recognized in the combined statement of profit and loss.

Since, the said LDs are directly linked to delay in creating profit making apparatus, the same has been considered as capital receipt and thus has not been included in Book Profit under section 115JB of the Income Tax Act, 1961. The same has also been supported by the opinion of the advisors of the entity forming part of Restricted Group.

43 Zemira Renewable Energy Limited has entered into a long-term Power Purchase Agreement (“PPA”) having a capacity of 50.40 MWs (wind energy projects) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh (“APDISCOM”). The PPA has a fixed rate per unit of electricity for the 25-year term. With regard to aforementioned PPA, certain litigations as described below are currently underway:

The Government of Andhra Pradesh (the “GoAP”) issued an order (the “GO”) dated 1 July 2019 constituting a High-Level Negotiation Committee (the “HLNC”) for review and negotiation of tariff for wind energy projects in the state of Andhra Pradesh. Pursuant to the GO, APDISCOM issued letters dated 11 July 2019 to Zemira Renewable Energy Limited, requesting for revision of tariffs entered into in PPAs. Zemira Renewable Energy Limited filed a writ petition on 23 July 2019 before the AP High Court (“AP High Court) challenging the GO and the said letters issued by APDISCOM for renegotiation of tariffs. The AP High Court issued its order dated September 24, 2019 enumerating the following:

i. Writ petition is allowed, and both GO the subsequent letters are set aside.

ii. Further, APDISCOM were instructed to honour pending and future bills and pay the same at the interim rate of Rs. 2.43 per unit till determination of O.P. No. 17 of 2018 pending before APERC

iii. Andhra Pradesh Electricity Regulatory Commission (the “APERC”) to dispose-off the case within a time frame of six months.

Zemira Renewable Energy Limited along with other certain subsidiaries of the ReNew Power Private Limted having similar PPAs with the APDISCOM ("AP Entities") have filed a Writ Petition before the Division Bench of the AP High Court challenging the jurisdiction of APERC in entertaining O.P. No. 17 of 2018. Parallelly, AP Entities have filed another Writ Appeal before the division bench of the AP High Court challenging AP High Court’s direction to the APDISCOM to pay tariff at interim rate till determination of OP No. 17 of 2018 by APERC.

Zemira Renewable Energy Limited has a net block of INR 3,858 million as at March 31, 2019 and has recognised a revenue of INR 584 million for the year ended 31 March 2019 and has a trade receivable balance of INR 451 million as on 31 March 2019 from sale of electricity against such PPA.

The management basis legal opinion obtained by it, believes that it has strong merits in the case and the final order would be in its favour and hence no adjustment has been made in the special purpose combined financial statements including provision for expected credit loss and impairment.

44 Distribution companies of the state of Karnataka issued demand notices to captive users being the customers of ReNew Wind Energy (AP) Private Limited (“ReNew AP”) which is a part of the Restricted Group. These notices were issued seeking recovery of cross subsidy surcharge and differential between rate of electricity tax applicable to captive users and non-captive users on the ground that these captive users have not consumed the energy in proportion to their respective shareholding in ReNew AP, thereby allegedly violating Rule 3 of the Electricity Rules, 2005. ReNew AP had deposited a sum of INR 31 under protest against the demand raised by distribution companies amounting INR 147. Thereafter, ReNew AP had filed a petition before the Karnataka Electricity Regulatory Commission (the "KERC") contesting these demands. KERC had granted interim relief and stayed the demand notice and disconnection by the distribution companies. The amount paid under protest has been accounted for as recoverable and disclosed under head “Other current assets” in these financial statements.

Apart from above, subsequent to year end, on 20 May 2020, demand notices were issued by distribution companies to one of the captive users of ReNew AP towards energy supplied in financial year ended 31 March 2019 for a sum of INR 97, alleging that the captive user had not consumed energy in proportion to its respective shareholding in ReNew AP. ReNew AP has filed a writ petition on 26 August 2020 before the High Court of Karnataka challenging the issuance of demand notices and seeking their quashing.
ReNew AP, based on legal advice obtained, believes that there are merits in its position and that the demand raised by distribution companies would be rescinded by relevant legal authorities and hence no adjustment has been made in the financial statements in this regard.

45 The combined current liabilities of the Restricted Group as on 31 March 2020 exceed the combined current assets with the combined current ratio being 0.52:1. The primary reason for this is due to unsecured loans provided by RPPL and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) to certain entities forming part of the Restricted Group which are repayable on demand and hence these are classified as a current liability in these financial statements. The management of RPPL as well as the project lenders considers these unsecured loans as equity contribution for the purposes of project financing.
Further, RPPL and ReNew Solar Power Private Limited would consider the financial position and liquidity of the respective entities forming part of the Restricted Group prior to making any demand for repayment of such unsecured loans and interest accrued thereon. This shall be done to ensure support by RPPL and ReNew Solar Power Private Limited towards the entities in meeting their operating requirements and liabilities as and when they fall due. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of entities forming part of Restricted Group.

46 Due to outbreak of COVID-19 in India and globally, the Restricted Group has made initial assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Restricted Group is in the business of generation of electricity which is having "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 entities forming part of the Restricted Group will not be significant. The management does not see any risks in the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. The Restricted Group is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

47 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:31:23 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:07:23 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:08:25 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:15:52 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

[redacted]
Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India

Tel: +91 124 681 6000

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of **ReNew Power Private Limited ("RPPL")**

Report on combined financial statements

We have audited the accompanying Special Purpose Combined Financial Statements of Restricted Group (consisting of certain specific subsidiaries of RPPL as listed in note 1 of these financial statements, collectively known as the "Restricted Group") which comprises of the combined Balance Sheet as at March 31, 2018, the combined Statement of Profit and Loss including other comprehensive income, the combined Cash Flow Statement and the combined Statement of Changes in Equity for the year then ended and the related notes, comprising a summary of significant accounting policies and other explanatory information (collectively, the "Special Purpose Combined Financial Statements").

The Combined Financial Statements have been prepared in accordance with the basis of preparation as set out in note 3 to the Combined Financial Statements.

Management's responsibility for the combined financial statements

RPPL's Board of Directors is responsible for the preparation these Special Purpose Combined Financial Statements in accordance with the basis of preparation as set out in note 3 to the Combined Financial Statement. This includes the design, implementation and maintenance of internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Special Purpose Combined Financial Statements that give a true and fair view and are free from material misstatement whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these Special Purpose Combined Financial Statements based on our audit. We conducted our audit in accordance with the Standards on Auditing, issued by the Institute of Chartered Accountants of India. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Special Purpose Combined Financial Statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Special Purpose Combined Financial Statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Special Purpose Combined Financial Statements, whether due to fraud or error. In making those risk assessments, we consider internal financial control relevant to the management's preparation of the Special Purpose Combined Financial Statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the Special Purpose Combined Financial Statements. We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion on the special purpose Special Purpose Combined Financial Statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Special Purpose Combined Financial Statements as at and for the year ended March 31, 2018 are prepared in all material respects, in accordance with the basis of preparation as set out in note 3.1 to those Special Purpose Combined Financial Statements.

Emphasis of matter

1. Without modifying our opinion, we draw attention to note 2 and 3 to the Special Purpose Combined Financial Statements, which describes that the Restricted Group has not formed a separate legal group of entities during the year ended 31 March 2018, which also describes the basis of preparation, including the approach to and the purpose for preparing them. Consequently, the Restricted Group's Special Purpose Combined Financial Statements may not necessarily be indicative of the financial performances and financial position of the Restricted Group that would have occurred if it had operated as a separate standalone group of entities during the periods presented.

2. We draw attention to note 40 to the Special Purpose Combined Financial Statements, related to the renegotiation of long-term Power Purchase Agreements (the “PPAs”) entered into with Southern Power Distribution Company of A.P. Limited by Zemira Renewable Energy Limited (forming part of the Restricted Group). Zemira Renewable Energy Limited has filed Writ Petition/appeal before the Hon’ble High Court of Andhra Pradesh related to these matters. Pending the outcome of the cases, which is not presently determinable, no adjustment has been made to the Special Purpose Combined Financial Statements.

   Our opinion is not qualified in respect of the matter above.

Other matters

1. The accompanying Special Purpose Combined Financial Statements include total assets of Rs. 7,188 million as at 31 March 2018, and total revenues of Rs. 230 million and net cash inflows of Rs. 103 million for the year ended on that date. in respect of 5 entities forming part of the Restricted Group, which has been audited by other auditors, for which financial statements, other financial information and auditors report have been furnished to us by the management. Our opinion on the Special Purpose Combined Financial Statements, in so far as it relates to the amounts and disclosures included in respect of these entities. and our report as aforesaid in so far as it relates to the aforesaid entity, is based solely on the reports of such other auditors.

2. The Combined Financial Statements of the Restricted Group for the year ended 31 March 2017, included in these Special Purpose Combined Financial Statements, have been audited by the predecessor auditor who expressed an unmodified opinion on those statements on 15 September 2020.

3. These Special Purpose Combined Financial Statements have been prepared by the management of RPPL solely in connection with the proposed issuance of Non-Convertible bonds by each member of the Restricted Group for which RPPL is a guarantor and for inclusion in the Offering Memorandum. As a result, the Combined Financial Statement may not be suitable for another purpose.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT
CHUGH

Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:40:15 +05'30'

per **Amit Chugh**
Partner
Membership Number: 505224
UDIN: 20505224AAAAHM5224

Place of Signature: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Balance Sheet as at 31 March 2018

(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2018	As at 31 March 2017
Assets			
Non-current assets			
Property, plant and equipment	4	24,998	7,511
Capital work in progress	4	152	1,325
Other Intangible assets	5	502	47
Goodwill	5	2	-
Financial assets			
Loans	6	0	2
Others	6	0	0
Deferred tax assets (net)	7	70	170
Prepayments	8	17	19
Non current tax assets (net)		58	39
Other non-current assets	9	1,255	864
Total non-current assets		**27,054**	**9,977**
Current assets			
Financial assets			
Investments	6	922	-
Derivative instruments	6	6	-
Loans	6	2,556	246
Trade receivables	10	91	62
Cash and cash equivalent	11	279	787
Bank balances other than cash and cash equivalent	11	1,216	286
` Others	6	424	208
Prepayments	8	18	8
Other current assets	9	123	93
Total current assets		**5,635**	**1,690**
Total assets		**32,689**	**11,667**
Equity and liabilities			
Equity			
Equity share capital	12A	296	267
Instruments entirely equity in nature	12D	112	112
Other equity			
Securities premium	13A	1,936	1,686
Hedge reserve	13B	(24)	(217)
Retained earnings	13C	246	283
Parent's Contribution	13D	52	49
Total equity		**2,618**	**2,180**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	14	6,069	4,810
Deferred tax liabilities (net)	7	28	11
Other non-current liabilities	15	151	95
Total non-current liabilities		**6,248**	**4,916**
Current liabilities			
Financial liabilities			
Short-term borrowings	16	13,537	2,011
Trade payables			
Outstanding dues to micro enterprises and small enterprises	17	-	-
Others	17	530	328
Derivative instruments	18	12	60
Other current financial liabilities	19	9,573	2,143
Current tax liabilities (net)		9	5
Other current liabilities	20	162	24
Total current liabilities		**23,823**	**4,571**
Total liabilities		**30,071**	**9,487**
Total equity and liabilities		**32,689**	**11,667**
Summary of significant accounting policies	3		

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:40:46 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:21:54 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:22:12 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:28:19 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of Profit and Loss for the year ended 31 March 2018

(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2018	For the year ended 31 March 2017
Income:			
Revenue from operations	21	1,428	891
Other income	22	138	167
Total income		**1,566**	**1,058**
Expenses:			
Other expenses	23	234	149
Total expenses		**234**	**149**
Earning before interest, tax, depreciation and amortisation (EBITDA)		**1,332**	**909**
Depreciation and amortisation expense	24	481	295
Finance costs	25	836	478
Profit before tax		**15**	**136**
Tax expense			
Current tax	7	24	35
Deferred tax	7	30	(6)
Adjustment of tax related to earlier years		(2)	-
(Loss)/profit for the year	**(a)**	**(37)**	**107**
Other comprehensive income (OCI)			
Items that will be reclassified to profit and loss in subsequent periods			
Net movement on cash flow hedges		281	(314)
Income tax effect		(88)	97
Net other comprehensive (loss) / income that will be reclassified to profit and loss in subsequent periods	**(b)**	**193**	**(217)**
Total comprehensive income for the year	**(a) + (b)**	**156**	**(110)**

Summary of significant accounting policies 3

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:41:07 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:22:42 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:22:27 +05'30'

D. Muthukumaran
(Chief Financial Officer)
-
Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:28:39 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of Cash Flows for the year ended 31 March 2018

(Amounts in INR millions, unless otherwise stated)

	For the year ended 31 March 2018	For the year ended 31 March 2017
Cash flow from operating activities		
Profit before tax	**15**	**136**
Adjustments for:		
Depreciation and amortisation expense	480	295
Interest income	(82)	(38)
Interest expense	810	470
Loss on ineffective portion on hedges	0	-
Unamortised ancillary borrowing cost written off	9	-
Fair value change of mutual fund (including realised gain)	(9)	-
Operating profit before working capital changes	**1,223**	**863**
Movement in working capital		
(Increase)/decrease in trade receivables	(28)	(8)
Increase/(decrease) in derivative instruments	-	64
(Increase)/decrease in financial assets	(194)	(327)
(Increase)/decrease in prepayments	(8)	(9)
(Increase)/decrease in other assets	(64)	(68)
Increase/(decrease) in other liabilities	195	67
Increase/(decrease) in trade payables	308	227
Increase/(decrease) in financial liabilities	(34)	5
Cash generated from operations	**1,398**	**814**
Direct taxes paid (net of refunds)	(36)	(138)
Net cash generated from operating activities	**1,362**	**676**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, intangibles including intangible assets under development, capital creditors and capital advances	(10,089)	(2,408)
Net (investments)/redemption of bank deposits having maturity more than 3 months	(930)	(57)
Loan to fellow subsidiaries - redeemable non cumulative preference shares	(887)	-
Loan given to related parties	(1,664)	-
Loan repaid by related parties	243	-
Interest received	49	29
Investment in mutual funds redeemed/(made)	(913)	-
Net cash used in investing activities	**(14,191)**	**(2,436)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	278	23
Proceeds from/refund of share application money pending allotment	-	(70)
Proceeds from long-term borrowings	4,009	1,427
Repayment of long-term borrowings	(2,543)	(108)
Proceeds from short-term borrowings	14,829	1,195
Repayment of short-term borrowings	(3,414)	-
Loss on settled currency forward contracts	(115)	-
Interest paid	(723)	(500)
Net cash generated from financing activities	**12,321**	**1,967**
Net (decrease) / increase in cash and cash equivalents	**(508)**	**207**
Cash and cash equivalents at the beginning of the year	**787**	**566**
Cash and cash equivalents for the acquired entities	**0**	**14**
Cash and cash equivalents at the end of the year	**279**	**787**
Components of cash and cash equivalents		
Balances with banks:		
- On current accounts	199	245
- On deposit accounts with original maturity of less than 3 months	80	542
- On deposit account for more than 3 months and less than 12 months	1,216	286
	1,495	**1,073**
Less: Fixed deposits with original maturity of between 3 months and 12 months	(1,216)	(286)
Total cash and cash equivalents (note 11)	**279**	**787**

Restricted Group
Special Purpose Combined Statement of Cash Flows for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

Changes in liabilities arising from financial activities:

Particulars	**Opening balance as at 1 April 2017**	**Cash flows (net)**	**Other changes***	**Closing balance as at 31 March 2018**
Long-term borrowings (including current maturities)	5,142	1,466	12	6,620
Short-term borrowings	2,011	11,415	111	13,537
Total liabilities from financing activities	**7,153**	**12,881**	**123**	**20,157**

Particulars	**Opening balance as at 1 April 2016**	**Cash flows (net)**	**Other changes***	**Closing balance as at 31 March 2017**
Long-term borrowings (including current maturities)	3,831	1,319	(8)	5,142
Short-term borrowings	913	1,195	(97)	2,011
Total liabilities from financing activities	**4,744**	**2,514**	**(105)**	**7,153**

* other changes includes reinstatement of foreign currency borrowing, adjustment of ancillary borrowing cost and reclassification of loan from related parties.

Summary of significant accounting policies refer note 3

Notes:
The Special Purpose Combined Statement of Cash Flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:41:29 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:23:03 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:23:23 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:29:11 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

Restricted Group

Special Purpose Combined Statement of changes in equity for the year ended 31 March 2018

(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of entities forming part of the Restricted Group						Total equity
	Equity share capital#	Instruments entirely equity in nature*	Reserves and surplus*			Items of OCI*	
			Securities premium	Retained earnings	Parent's Contribution	Hedge reserve	
	(refer note 12A)	(refer note 12D)	(refer note 13A)	(refer note 13C)	(refer note 13D)	(refer note 13B)	
At 1 April 2016	**75**	**112**	**1,665**	**144**	-	-	**1,996**
Loss for the year	-	-	-	107	-	-	107
Other comprehensive income (net of taxes)	-		-	-	-	(217)	(217)
Total comprehensive income	**-**	**-**	**-**	**107**	**-**	**(217)**	**(110)**
Pre acquisition profit				32		-	32
Equity shares issued during the year	192	-	21	-	-	-	213
Addition due to business combination	-	-	-	-	49	-	49
Amount utilized for issue of equity shares	-	-	(0)	-	-	-	(0)
At 31 March 2017	**267**	**112**	**1,686**	**283**	**49**	**(217)**	**2,180**
Profit for the year	-	-	-	(37)	-	-	(37)
Other comprehensive loss (net of taxes)	-	-	-	-	-	193	193
Total comprehensive loss	**-**	**-**	**-**	**(37)**	**-**	**193**	**156**
Equity shares issued during the year	28	-	251	-	-	-	279
Addition due to business combination	1	-	-	-	3	-	4
Amount utilized for issue of shares	-	-	(1)	-	-	-	(1)
At 31 March 2018	**296**	**112**	**1,936**	**246**	**52**	**(24)**	**2,618**

#The Special Purpose Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

*Instruments entirely equity in nature, reserves and surplus and items of OCI represents the aggregate amount of Restricted Group entities as at the respective year ends.

Summary of significant accounting policies refer note 3

The accompanying notes are an integral part of the Special Purpose Combined Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:41:53 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:24:06 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:23:44 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:29:49 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

1 Corporate information

ReNew Power Private Limited (the "Company" or "Parent" or "RPPL") is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 8 November 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

Certain subsidiary companies of the Parent and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) which are collectively referred to as the 'Restricted Group' (as more clearly explained in the note below) intends to issue INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).

Name of entity	Holding Company	Holding percentage
ReNew Wind Energy (AP) Private Limited	ReNew Power Private Limited	68%
ReNew Wind Energy (AP 3) Private Limited	ReNew Power Private Limited	100%
Shruti Power Projects Private Limited (acquired on 16 September 16)	ReNew Power Private Limited	100%
Pugalur ReNewable Private Limited	ReNew Power Private Limited	100%
Bidwal ReNewable Private Limited	ReNew Power Private Limited	100%
Zemira ReNewable Energy Limited (acquired on 31 March 18)	ReNew Power Private Limited	100%
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited	100%
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited	100%
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited	100%
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited	100%
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited	100%

Entities forming part of the Restricted Group listed above are incorporated in India and are engaged in generation of power through non-conventional and renewable energy sources.

*ReNew Solar Power Private Limited is a 100% subsidiary of ReNew Power Private Limited.

The Special Purpose Combined Financial Statements were approved for issue in accordance with a resolution of the directors of the ReNew Power Private Limited on 10th Ocober 2020

2 Purpose of Special Purpose Combined Financial Statements

The Combined Financial Statements are special purpose financial statements which have been prepared for the purpose of the proposed issue of INR denominated Non-Convertible Debentures (referred to as "INR NCDs") to a Mauritian Foreign Portfolio Investor namely India Green Energy Holdings under Voluntary Retention Route as prescribed by the Reserve Bank of India, which in turn will issue USD denominated bonds (referred to as "FPI Bonds"). The FPI Bonds will be listed on Singapore Exchange Securities Trading Limited (SGX-ST).. The Special Purpose Combined Financial Statements presented herein reflect the Restricted Group's results of operations, assets and liabilities and cash flows for the periods presented. The basis of preparation and significant accounting policies used in preparation of these Special Purpose Combined Financial Statements are set out in Note 3 below. These Special Purpose Combined Financial Statements presented herein reflect the Restricted Group's results of operations, assets and liabilities and cash flows for the period presented. The basis of preparation and significant accounting policies used in preparation of these Special Purpose Combined Financial Statements are set out in Note 3 below.

3 Significant accounting policies

3.1 Basis of preparation

The Special Purpose Combined Financial Statements have been prepared in accordance with the recognition, measurement, presentation and disclosure principles specified in the Indian Accounting Standard (Ind AS) notified under Section 133 of the Companies Act, 2013 as amended from time to time, (except Ind AS 33, Earnings per Share), read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended) issued there under, presentation requirements of Division II of Schedule III to the Companies Act, 2013, (Ind AS compliant Schedule III), as applicable and the Guidance Note on Combined and Carve-out Financial Statements issued by the Institute of Chartered Accounts of India (the "Guidance Note") and other accounting principles generally accepted in India.

Management of the Parent company has prepared the Special Purpose Combined Financial Statements which comprise the Combined Balance Sheet as at 31 March 2018, the Combined Statement of Profit and Loss including other comprehensive income, Combined Statement of Cash Flows and Combined Statement of Changes in Equity for the year ended 31 March 2018, a summary of the significant accounting policies and other explanatory Information.

Management has prepared these Special Purpose Combined Financial Statements to depict the historical cost of the Restricted Group except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments,
- Certain financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

All intercompany transactions and balances within the Restricted Group have been eliminated in full. The transactions that have taken place with other related parties of entities forming part of the Restricted Group but not forming part of the Restricted Group have been disclosed in accordance with Ind AS 24 Related Party Disclosures.

The Special Purpose Combined Financial Statements are not necessarily indicative of the financial performance, financial position and cash flows of the Restricted Group that would have occurred if it had operated as a separate stand-alone Group of entities during the period presented nor of the Restricted Group's future performance. The items in the Special Purpose Combined Financial Statements have been classified considering the principles under Ind AS 1, Presentation of Financial Statements and Division II of Schedule III of Companies Act 2013.

3.2 Basis of combination

The Special Purpose Combined Financial Statements have been prepared by combining like items of assets, liabilities. equity, income, expenses and cash flows of the entities forming part of Restricted Group. All the intragroup assets and liabilities, equity, income, expenses and cash flows relating to entities forming part of Restricted Group have been eliminated and profits or losses arising from intragroup transactions that are recognised in assets, such as inventory and fixed assets have been eliminated in full. All the inter-group transactions are undertaken on Arms Lengths basis. The resulting financial position may not be that which might have existed if the combining businesses had been a stand-alone business.

The carrying values pertaining to an entity, as reflected in the consolidated financial statements of the Parent, are used for the purpose of preparing Special Purpose Combined Financial Statements including fair value adjustment to assets and liabilities on acquisition along with corresponding impact on deferred taxes.

The non-controlling interest held by outsiders amount to INR 51 and INR 43 as of 31 March 2018 and 31 March 2017 respectively.

Share capital and reserves disclosed in the Special Purpose combined financial statements is not the legal capital and reserves of the Restricted Group and is the aggregation of the share capital and reserves of the individual combining entities.

Income taxes are arrived at by aggregation of the tax expenses actually incurred by the combining businesses, after considering the tax effects of any adjustments which is in accordance with the Guidance Note.

The accounting policies and estimates adopted in the preparation of the Special Purpose Combined Financial Statements are consistent with those used in the Special Purpose Combined Financial Statements for the year ended 31 March 2017.

Business Combination and Goodwill

Business combinations are accounted for using the acquisition method in the consolidated financial statements of the Parent

At the acquisition date of an entity being part of the Restricted Group by the Parent, the identifiable assets acquired and the liabilities assumed are recognised at their acquisition date fair values. For this purpose, the liabilities assumed include contingent liabilities representing present obligation and they are measured at their acquisition fair values irrespective of the fact that outflow of resources embodying economic benefits is not probable. However, the following assets and liabilities acquired are measured at the basis indicated below:

- Deferred tax assets or liabilities are recognised and measured in accordance with Ind AS 12 Income Tax.
- Reacquired rights are measured at a value determined on the basis of the remaining contractual term of the related contract. Such valuation does not consider potential renewal of the reacquired right.
- Potential tax effects of temporary differences and carry forwards of an acquiree that exist at the acquisition date or arise as a result of the acquisition are accounted in accordance with Ind AS 12

At the acquisition date of an entity being part of the Restricted Group by the Parent, the Parent assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Goodwill is initially measured at cost, being the excess of the aggregate of the consideration transferred by the Parent over the net identifiable assets acquired and liabilities assumed. If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Parent re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised as Parent's contribution in Other Equity.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Restricted Group’s cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

A cash generating unit to which goodwill has been allocated is tested for impairment annually, or more frequently when there is an indication that the unit may be impaired. If the recoverable amount of the cash generating unit is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill allocated to the unit and then to the other assets of the unit pro rata based on the carrying amount of each asset in the unit. Any impairment loss for goodwill is recognised in profit or loss. An impairment loss recognised for goodwill is not reversed in subsequent periods.

Where goodwill has been allocated to a cash-generating unit and part of the operation within that unit is disposed of, the goodwill associated with the disposed operation is included in the carrying amount of the operation when determining the gain or loss on disposal. Goodwill disposed in these circumstances is measured based on the relative values of the disposed operation and the portion of the cash-generating unit retained.

There are no business combinations made by any of the entities forming part of Restricted Group.

3.3 Summary of significant accounting policies

a) Current versus non-current classification

The Restricted Group presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The entities forming part of the Restricted Group have identified twelve months as their operating cycle for classification of their current assets and liabilities.

b) Fair value measurement

The entities forming part of the Restricted Group measure financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the entities forming part of the Restricted Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The entities forming part of the Restricted Group use valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:
- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the entities forming part of the Restricted Group have determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 33 and 34).

At each reporting date, the management of the entities forming part of the Restricted Group analyse the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Restricted Group.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the entities forming part of the Restricted Group determine whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

· Disclosures for significant estimates and assumptions (Refer Note 39)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 33)
· Financial instruments (including those carried at amortised cost) (Refer Note 32 and 33)

c) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the entities forming part of the Restricted Group and the revenue can be reliably measured, regardless of when the payment is being made. The following specific recognition criteria must also be met before revenue is recognised:-

Sale of Power
Income from supply of power is recognized on the supply of units generated from the plant to the grid, as per the terms of the PPA entered into with the state electricity board/ private customers.

Generation based Incentive
Income from generation based incentive is recognized on the basis of supply of units generated by the entities forming part of the Restricted Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power

Income from liquidated damages, compensation for loss of revenue and interest on advances
Income from liquidated damages, compensation for loss of revenue and interest on advance is recognised after certainty of receipt of the same is established.

Dividend
Dividend income is recognised when the right of the entities forming part of the Restricted Group to receive dividend is established by the reporting date.

Interest income
For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset. When calculating the effective interest rate, the entities forming part of the Restricted Group estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in other income in the Special Purpose Combined Statement of Profit and Loss.

Income from government grants
Refer note (f) for accounting policy.

d) Foreign currencies

The Restricted Group Financial Statements are presented in Indian rupees (INR), which is also the functional currency of all entities forming part of Restricted Group. Functional currency is the currency of the primary economic environment in which the entities forming part of Restricted Group operates and is normally the currency in which the entities forming part of Restricted Group primarily generates and expends cash.

Transactions and balances

Transactions in foreign currencies are initially recorded by the Restricted Group at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit and loss.

e) Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where entities forming part of the Restricted Group is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the entities forming part of the Restricted Group restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the entities forming part of the Restricted Group will pay normal income tax. Accordingly, MAT is recognised as deffered tax asset in the Special Purpose Combined Balance Sheet when it is probable that future economic benefit associated with it will flow to the entities forming part of the Restricted Group.

f) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant is related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant is related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the entities forming part of the Restricted Group receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to Statement of Profit and Loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The entities forming part of the Restricted Group presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission renewable certificates have been recognised as other income.

Generation based incentive

Generation based incentive is recognized on the basis of supply of units generated by the entities forming part of the Restricted Group to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

g) Property, plant and equipment

Capital work in progress and freehold land are stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment, except freehold land, is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the entities forming part of the Restricted Group depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

On transition date to Ind AS, the entities forming part of Restricted Group has elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Subsequent costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the entities forming part of the Restricted Group and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Special Purpose Combined Statement of Profit and Loss when the asset is derecognised.

h) Depreciation / amortisation of Property, plant and equipment and intangible assets

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	Useful life (in years)
Plant and equipment (wind and solar power projects)*	18-25
Furniture & fixture	10
Office equipment	5
Computers	3
Customer contracts	Life of respective power purchase agreements

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation and amortisation of property, plant and equipment and intangible assets are reviewed at each financial year end and adjusted prospectively, if appropriate.

i) Leases

As a lessee
Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight-line basis over the lease term.

A lease is classified at the inception date as a finance lease or an operating lease. A lease that transfers substantially all the risks and rewards incidental to ownership to the Group is classified as a finance lease. An operating lease is a lease other than a finance lease.

As a lessor
Leases in which the entities forming part of Restricted Group does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

j) Inventories

Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Impairment of non-financial assets

The entities forming part of the Restricted Group assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the entities forming part of the Restricted Group estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The entities forming part of the Restricted Group bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Restricted Group's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the entities forming part of the Restricted Group extrapolate cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the Statement of Profit and Loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the entities forming part of the Restricted Group estimate the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying value of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

m) Provisions

Provisions are recognised when the entities forming part of the Restricted Group have a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the entities forming part of the Restricted Group expect some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

n) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the entities forming part of the Restricted Group commit to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and

b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance expense in the Statement of Profit and Loss. The losses arising from impairment are recognised in the Statement of Profit and Loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:

a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the entities forming part of the Restricted Group recognize interest income, impairment losses and reversals and foreign exchange gain or loss in the Statement of Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the entities forming part of the Restricted Group may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The entities forming part of the Restricted Group have not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the entities forming part of the Restricted Group may make an irrevocable election to present the subsequent changes in the fair value in OCI. The entities forming part of the Restricted Group make such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the entities forming part of the Restricted Group decide to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the entities forming part of the Restricted Group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition
A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:
- The rights to receive cash flows from the asset have expired, or
- The entities forming part of the respective Restricted Group have transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and

Either the entities forming part of the Restricted Group have transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the entities forming part of the Restricted Group have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the entities forming part of the Restricted Group continue to recognise the transferred asset to the extent of the continuing involvement of the entities forming part of the Restricted Group. In that case, the entities forming part of the Restricted Group also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the entities forming part of the Restricted Group have retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the entities forming part of the Restricted Group could be required to repay.

Impairment of financial assets
In accordance with Ind AS 109, the Restricted Group applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The entities forming part of the Restricted Group follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the entities forming part of the Restricted Group to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the entities forming part of the Restricted Group determine that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Special Purpose Combined Statement of Profit and Loss.

Financial liabilities

Initial recognition and measurement
Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs. The financial liabilities of the entities forming part of the Restricted Group include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement
The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in Statement of Profit and Loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The entities forming part of the Restricted Group recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Compulsorily Convertible Preference shares (CCPS)
Compulsorily Convertible Preference shares are accounted for as Instruments entirely equity in nature since conversion option meets Ind AS 32 criteria for fixed to fixed classification and the dividend distribution is discretionary in nature.

Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years.

Derecognition
A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Reclassification of financial assets and liabilities
The Restricted Group determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments
Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

o) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

The Group uses derivative financial instruments, such as interest rate swaps and call/put options etc., to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:

- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment

- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment

- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Group formally designates and documents the hedge relationship to which the Group wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Group's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

(i) Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognised in OCI in the cash flow hedge reserve, while any ineffective portion is recognised immediately in the Special Purpose Combined Statement of Profit and Loss.

The Group uses interest rate swaps and call/put options etc. as hedges of its exposure to interest rate risks and foreign currency risks in the foreign currency loan. The ineffective portion relating to foreign currency loan is recognised in other income or expenses.

Amounts recognised as OCI are transferred to profit or loss when the hedged transaction affects profit or loss, such as when the hedged item affects the Special Purpose Combined Statement of Profit and Loss or treated as basis adjustment if a hedged item subsequently results in recognition of a non-financial asset or liability.

If the hedging instrument expires or is sold, terminated or exercised without replacement or rollover (as part of the hedging strategy), or if its designation as a hedge is revoked, or when the hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss previously recognised in OCI remains separately in equity until the forecast transaction occurs or the foreign currency firm commitment is met.

p) Cash and cash equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the entities forming part of the Restricted Group's cash management.

q) Measurement of EBITDA

The Restricted Group has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The Restricted Group measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

r) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date upto the date of the approval for issue of these Special Purpose Combined Financial Statements by the Board of Directors of the Entities forming part of the Restricted Group are adjusted to respective assets and liabilities.

The entities forming part of the Restricted Group do not adjust the amounts recognised in its Special Purpose Combined Financial Statements to reflect non-adjusting events after the reporting period.

The entities forming part of the Restricted Group make disclosures in the financial statement in cases of significant events.

s) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entities forming part of the Restricted Group or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

3.4 Changes in accounting policy and disclosures - new and amended standards

a) Major Standards issued but not yet effective:

In March 2018, the Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) Amendments Rules, 2018, notifying new accounting standard Ind AS 115, 'Revenue from Contracts with Customers' and certain amendments to existing standards. The new standard and amendments are applicable to the Entities forming part of the Restricted Group from 1 April 2018.

Ind AS 115 Revenue from Contracts with Customers

In March 2018, the Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) Amendments Rules, 2018, notifying new accounting standard Ind AS 115, 'Revenue from Contracts with Customers' and certain amendments to existing standards. The new standard and amendments are applicable to the Company from 1 April 2018. Revenue from contracts with Customers outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The standard replaces most current revenue recognition guidance. The core principle of the new standard is for companies to recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the consideration to which the company expects to be entitled in exchange for those goods or services. The new standard also will result in enhanced disclosures about revenue, provide guidance for transactions that were not previously addressed comprehensively including service revenues and contract modifications and improve guidance for multiple-element arrangements.

The Company is evaluating the requirements of the new standard and the effect on the financial statements is being evaluated, thus impact is not known. The Entities forming part of the Restricted Group has implemented the new standard from 01 April 2018 with modified restrospective approach.

Ind AS 12 Recognition of Deferred Tax Assets for Unrealised Losses

The amendments clarify that an entity needs to consider whether tax law restricts the sources of taxable profits against which it may make deductions on the reversal of that deductible temporary difference. Furthermore, the amendments provide guidance on how an entity should determine future taxable profits and explain the circumstances in which taxable profit may include the recovery of some assets for more than their carrying amount.

Entities are required to apply the amendments retrospectively. However, on initial application of the amendments, the change in the opening equity of the earliest comparative period may be recognised in opening retained earnings (or in another component of equity, as appropriate), without allocating the change between opening retained earnings and other components of equity. Entities applying this relief must disclose that fact.

These amendments are effective for annual periods beginning on or after 1 April 2018. However, since the Group's current practice is in line with the amendment, the Group does not expect any effect on its consolidated financial statements.

Ind AS 116 Leases:

Ind AS 116 Leases was notified in March, 2019 and it replaces Ind AS 17 Leases, including appendices thereto. Ind AS 116 is effective for annual periods beginning on or after 1 April, 2019. Ind AS 116 sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to account for all leases under a single on-balance sheet model similar to the accounting for finance leases under Ind AS 17. The standard includes two recognition exemptions for lessees – leases of 'low-value' assets (e.g., personal computers) and short-term leases (i.e., leases with a lease term of 12 months or less). At the commencement date of a lease, a lessee will recognise a liability to make lease payments (i.e., the lease liability) and an asset representing the right to use the underlying asset during the lease term (i.e., the right-of-use asset). Lessees will be required to separately recognise the interest expense on the lease liability and the depreciation expense on the right-of-use asset.

Lessees will be also required to remeasure the lease liability upon the occurrence of certain events (e.g., a change in the lease term, a change in future lease payments resulting from a change in an index or rate used to determine those payments). The lessee will generally recognise the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset.

Lessor accounting under Ind AS 116 is substantially unchanged from today's accounting under Ind AS 17. Lessors will continue to classify all leases using the same classification principle as in Ind AS 17 and distinguish between two types of leases: operating and finance leases.

The Entities forming part of the Restricted Group has implemented the new standard from 01 April 2019 with modified restrospective approach.

b) Other regulatory changes

On 20th September 2019, vide the Taxation Laws (Amendment) Ordinance, 2019 (the "Ordinance"), the Government of India inserted 115BAA in the Income Tax Act, 1961 which provides domestic companies a non-reversible option to pay corporate tax at reduced rates effective 1st April, 2019, subject to certain conditions. Some of the entities forming part of the Restricted Group have decided to opt for reduced corporate tax rates and accordingly, has recognized current tax and re-measured its deferred taxes as per the provisions of the Ordinance in the financial statements for the year ended March 2020. However the ordinance does not have any impact on the financial statements of the entities forming part of the Restricted group for the period ended 31 March 2018.

4 Property, plant and equipment

	Freehold Land #	Plant and equipment	Office equipment	Furniture & fixtures	Computers	Total property, plant and equipment	Capital work in progress*
Cost							
At 1 April 2016	73	5,580	-	-	-	5,653	1
Additions during the year @	217	1,511	-	-	0	1,728	2,835
Acquisitions during the year (refer note 38)	-	557	-	-	-	557	-
Capitalised during the year	-	-	-	-	-	-	(1,511)
At 31 March 2017	**290**	**7,648**	**-**	**-**	**0**	**7,938**	**1,325**
Additions during the year @	421	13,981	0	2	-	14,404	12,808
Acquisitions during the year (refer note 38)	47	3,515	-	-	-	3,562	-
Capitalised during the year	-	-	-	-	-	-	(13,981)
At 31 March 2018	**758**	**25,144**	**0**	**2**	**0**	**25,904**	**152**
Accumulated depreciation							
At 1 April 2016	-	133	-	-	-	133	-
Charge for the year (refer note 24)	-	294	-	-	-	294	-
At 31 March 2017	**-**	**427**	**-**	**-**	**0**	**427**	**-**
Charge for the year (refer note 24)	-	479	0	0	0	479	-
At 31 March 2018	**-**	**906**	**0**	**0**	**0**	**906**	**-**
Net book value							
At 31 March 2017	**290**	**7,221**	**-**	**-**	**0**	**7,511**	**1,325**
At 31 March 2018	**758**	**24,238**	**0**	**2**	**0**	**24,998**	**152**

# The title of land amounting to INR 92 as of 31st March 2018 (31 March 2017: INR:241) is not yet in the name of entities forming part of the Restricted Group. The title of freehold land amounting to INR 446 (31 March 2017 INR Nil) is held by way General Power of Attorney (GPA) and INR 43 as of 31st March 2018 (31st March 2017: INR Nil) is held by way of nomination in the favour of entities forming part of Restricted Group by the group company.The entities forming part of Restricted Group are in process of registration of title deeds of these freehold lands.

@ Capitalised borrowing Costs

The amount of borrowing cost capitalised in the property, plant and equipment assets during the year ended 31 March 2018 is INR 110 (31 March 2017: INR 73). The rate used to determine the amount of borrowing cost eligible for capitalisation was the effective interest rate of the specific borrowing which is 11.25%.

Mortgage and hypothecation on Property, plant and equipment:

Property, plant and equipment with a carrying amount of INR 25,150 (31 March 2017: INR 8,836) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institution as disclosed in Note 14.

***Asset under construction**

Capital work in progress comprises of expenditure with respect to construction of solar power plants.

5 Other Intangible assets	**Customer contracts**	**Total intangibles**	**Goodwill**
Cost			
At 1 April 2016	-	-	-
Acquisitions during the year (refer note 38)	48	48	
At 31 March 2017	**48**	**48**	**-**
Acquisitions during the year (refer note 38)	457	457	2
At 31 March 2018	**505**	**505**	**2**
Amortisation			
At 1 April 2016	-	-	-
Amortisation for the year (refer note 24)	1	1	-
At 31 March 2017	**1**	**1**	**-**
Amortisation for the year (refer note 24)	2	2	-
At 31 March 2018	**3**	**3**	**-**
Net book value			
At 31 March 2017	**47**	**47**	**-**
At 31 March 2018	**502**	**502**	**2**

Mortgage and hypothecation on Intangibles:
Intangibles with a carrying amount of INR 502 (31 March 2017: INR 47) are subject to a pari passu first charge to respective lenders for term loans from banks and financial institution as disclosed in Note 14.

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6 Financial assets	**As at 31 March 2018**	**As at 31 March 2017**
Non-current		
Financial Assets at amortised cost		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	0	2
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**0**	**2**
Financial assets at fair value through OCI		
Cash flow hedges		
Derivative instruments	6	-
Total	**6**	**-**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 11)	0	0
Total	**0**	**0**
Current		
Investments at fair value through profit and loss		
Quoted Mutual Funds		
HDFC Liquid Fund - Direct Plan - 4,391 units (31 March 2017 : Nil units)	15	-
Aditya Birla Sunlife - Cash Plus - Direct Growth- 3,248,091 units (31 March 2017 : Nil units)	907	-
Total	**922**	**-**
Aggregate book value of quoted investments	922	-
Aggregate market value of quoted investments	922	-
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiary - redeemable non cumulative preference shares (refer note 28)	887	-
Security deposits	0	0
Loans to related parties (refer note 28)	1,669	246
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**2,556**	**246**
Others		
Government grants*		
- Generation based incentive receivable	10	28
Recoverable from related parties (refer note 28)	169	88
Unbilled revenue	198	78
Interest accrued on fixed deposits	9	3
Interest accrued on loans to related parties (refer note 28)	38	11
Total	**424**	**208**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the entities forming part of the Restricted Group. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the entities forming part of Restricted Group either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

7 Deferred tax

(a) Deferred tax assets (net)

		As at 31 March 2018	As at 31 March 2017
Deferred tax relates to the following:			
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Loss on mark to market on derivative instrument		9	97
	(a)	**9**	**97**
Deferred tax related to items recognised in Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		1,292	12
Change in fair value of investments		0	-
	(b)	1,292	12
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		1,254	28
Operation and maintenance		32	17
Preliminary expenses not written off under tax laws		0	1
Unused tax credits (MAT)		67	39
	(c)	1,353	85
Deferred tax assets (net)	**(d) = (a) + (c) - (b)**	**70**	**170**

(b) Deferred tax liabilities (net)

		As at 31 March 2018	As at 31 March 2017
Deferred tax relates to the following:			
Deferred tax recognised through Goodwill	**(e)**	**11**	**11**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Loss on mark to market of derivative instruments		1	0
	(f)	**1**	**0**
Deferred tax liabilities (gross)			
Gain on mark to market of derivative instruments		2	-
	(g)	**2**	**-**
Deferred tax related to items recognised in Statement of Profit and Loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		426	-
Unrealised gain on mutual fund		1	-
	(h)	**427**	**-**
Deferred tax assets (gross)			
Provision for operation and maintenance equalisation		4	-
Unused tax credit (MAT)		0	-
Losses available for offsetting against future taxable income		407	-
	(i)	**411**	**-**
Deferred tax liabilities (net)	**(j) = (e) + (g) + (h) - (f) - (i)**	**28**	**11**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	For the year ended 31 March 2018	For the year ended 31 March 2017
Accounting profit before income tax	**15**	**136**
Tax at the India's tax rate of 26% (31 March 2017: 26%)	4	42
Income chargeable to tax:		
Effect of tax holidays and other tax exemptions	48	(14)
Others deductible or non-deductible items	(0)	1
At the effective income tax rate	**52**	**29**
Current tax expense reported in the Statement of Profit and Loss	24	35
Deferred tax expense reported in the Statement of Profit and Loss*	30	(6)
Adjustment of tax related to earlier years reported in the Statement of Profit and Loss	(2)	-
	52	**29**

*** Where deferred tax expense relates to the following :**		
Losses available for offsetting against future taxable Income	(1,320)	32
Preliminary expenses not written off under tax laws	0	0
Difference in WDV as per books of accounts and tax laws	1,394	12
Operation and maintenance	(19)	(11)
Business Combination	3	0
Unused tax credit (MAT)	(29)	(39)
Fair valuation of Investments	1	-
	30	**(6)**

Reconciliation of deferred tax assets (net):

	31 March 2018	31 March 2017
Opening balance of DTA/(DTL) (net)	**159**	**67**
Deferred tax income/(expense) during the year recognised through Goodwill	0	**(11)**
Deferred tax income/(expense) during the year recognised in profit and loss	(30)	6
Deferred tax income/(expense) during the year recognised in OCI	(88)	97
Deferred tax on initial recognition of Business combination	1	-
Closing balance of DTA/(DTL) (net)	**42**	**159**

The entities forming part of Restricted Group has tax losses and unabsorbed depreciation which arose in India of INR 6,496 (31 March 2017: INR 239). The unabsorbed depreciation can be carried forward indefinately as per the Income Tax Act.

Out of this, the tax losses that are available for offsetting for eight years against future taxable profits of the companies in which the losses arose are of INR 8 (31 March 2017: INR 1). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 6,490 (31 March 2017: INR 238).

The entities forming part of Restricted Group has recognised deferred tax asset of INR 1,659 (31 March 2017: INR 29) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry period of Minimum alternate tax recoverable as on 31 March 2018 is 13-15 years (31 March 2017: 14-15 years).

8 Prepayments	**As at 31 March 2018**	**As at 31 March 2017**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	17	19
Total	**17**	**19**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	18	8
Total	**18**	**8**

9 Other assets	**As at 31 March 2018**	**As at 31 March 2017**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	1,149	799
Advances recoverable	106	65
Security deposits	0	0
Balances with Government authorities	0	0
Total	**1,255**	**864**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable	123	93
Balances with government authorities	-	0
Total	**123**	**93**

10 Trade receivables	**As at 31 March 2018**	**As at 31 March 2017**
Unsecured, considered good	91	62
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	-	-
	91	62
Less: Impairment allowance for bad and doubtful debts	-	-
Total	**91**	**62**

No trade or other receivables are due from directors or other officers of the entities forming part of the Restricted Group either severally or jointly with any other person. Nor any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 7-60 days.

11 Cash and cash equivalents	**As at 31 March 2018**	**As at 31 March 2017**
Cash and cash equivalents		
Balance with bank		
- On current accounts	199	245
- Deposits with original maturity of less than 3 months #	80	542
Total	**279**	**787**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #*	1,216	286
- Remaining maturity for more than twelve months #*	0	0
	1,216	**286**
Less: amount disclosed under financial assets (others) (Note 6)	(0)	(0)
Total	**1,216**	**286**

* Fixed deposits of INR 210 (31 March 2017: INR 74) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 to 1826 days and carry an interest rate of 3.85% to 7.30% which is receivable on maturity.

12 Share capital

The Special Purpose Combined Financial Statement do not represent a legal entity structure. The share capital of Restricted Group is the summation of the share capital of the respective entities forming part of the Restricted Group.

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2016	8,500,000	85
Increase during the year	45,000	0
Acquired during the year	20,000,000	200
At 31 March 2017	28,545,000	285
Increase during the year	15,510,000	155
Entities acquired during the year	50,000	1
At 31 March 2018	**44,105,000**	**441**
Preference shares of INR 10 each		
At 1 April 2016	13,650,000	137
At 31 March 2017	13,650,000	137
At 31 March 2018	**13,650,000**	**137**

Issued share capital	**Number of shares**	**Amount**
12A Equity shares of INR 10 each issued, subscribed and paid up		
At 1 April 2016	7,438,500	75
Shares issued during the year	227,930	2
Acquired during the year	19,000,000	190
At 31 March 2017	26,666,430	267
Shares issued during the year	2,793,500	28
Entities acquired during the year	50,000	1
At 31 March 2018	**29,509,930**	**296**

Terms/rights attached to equity shares

The entities forming part of Restricted Group have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the entities forming part of Restricted Group will pay dividends in Indian rupees.
In the event of liquidation of entities forming part of the Restricted Group, the holders of equity shares of such Entities forming part of the Restricted Group will be entitled to receive remaining assets of the respective entity, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective entity.

12B Shares held by the holding company

	As at 31 March 2018		**As at 31 March 2017**	
	Number of shares	**Amount**	**Number of shares**	**Amount**
ReNew Solar Power Private Limited*				
Equity shares of INR 10 each	50,000	1	50,000	1
ReNew Power Private Limited*				
Equity shares of INR 10 each	29,345,050	293	26,504,550	265
0.0001% compulsorily convertible preference shares of INR 10 each	11,153,350	112	11,153,350	112

*for details of relationship with the respective entities of the Restricted Group refer note 28.

12C Details of shareholders holding more than 5% shares in the Restricted Group

	As at 31 March 2018		**As at 31 March 2017**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
ReNew Power Private Limited*	29,345,050	99.44%	26,504,550	99.39%
0.0001% compulsorily convertible preference shares of INR 10 each				
ReNew Power Limited*	11,153,350	100.00%	11,153,350	100.00%

As per the records of the entities forming part of the Restricted Group, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.
*for details of relationship with the respective entities of the Restricted Group refer note 28.

12D Instruments entirely equity in nature

0.0001% compulsorily convertible preference shares of INR 10 each	**Number of shares**	**Amount**
At 1 April 2016	11,153,350	112
At 31 March 2017	11,153,350	112
At 31 March 2018	11,153,350	**112**

Terms/rights attached to preference shares

0.001% Compulsorily convertible preference shares (face value Rs 10 each) (CCPS)

Renew Wind Energy (AP) Private Limited issued 3,059,600 CCPS in financial year 2014-15 and 8,093,750 CCPS during the FY ended March 31, 2016 of Rs.10 each fully paid-up at a premium of Rs. 90 per share. CCPS carry non cumulative dividend @ 0.001%. The company declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting.

CCPS do not carry voting rights and are transferable. CCPS of 8,093,750 and 3,059,600 shall be compulsorily converted into one equity share for each preference share at the price of Rs. 100 per share in August 2035 and January 2034 respectively.

In the event of Liquidation of the company, the holders of CCPS shall be entitled to receive an amount that equal to the face value of CCPS. The remaining assets and funds of the company available for distribution to shareholders of the company shall be distributed among all holders of CCPS and equity shares based on the number of equity shares held by each of them.

12E No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

13 Other equity

13A Securities premium

At 1 April 2016	1,665
Premium on issue of equity shares during the year	21
Amount utilized against for issue of shares	(0)
At 31 March 2017	**1,686**
Premium on issue of equity shares during the year	251
Amount utilized against for issue of shares	(1)
At 31 March 2018	**1,936**

Nature and purpose

Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

13B Hedge reserve

At 1 April 2016	-
Movement in hedge reserve, net of taxes (refer note 30)	(217)
At 31 March 2017	**(217)**
Movement in hedge reserve, net of taxes (refer note 30)	193
At 31 March 2018	**(24)**

Nature and purpose

The entities forming part of Restricted Group uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the entities forming part of Restricted Group uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the Statement of Profit and Loss when the hedged item affects profit and loss (example: Principal and interest payments).

13C Retained earnings

At 1 April 2016	144
Pre acquisition profit	32
Profit for the year	107
At 31 March 2017	**283**
Profit for the year	(37)
At 31 March 2018	**246**

13D Parent's Contribution

At 1 April 2016	-
Addition during the year (Refer Note 38)	49
At 31 March 2017	**49**
Addition during the year (Refer Note 38)	3
At 31 March 2018	**52**

Nature and purpose

The Parent has carried fair value adjustment to assets and liabilities (net of deferred tax) in its consolidated financial statements on acquisition of entities forming part of restricted group. These fair value adjustment to assets and liabilities (net of deferred tax) has been reflected in Combined financial statements of Restricted Group in accordance with requirement of the Guidance Note with corresponding credit being recognised as Parent’s contribution.

14 Long-term borrowings

	Nominal interest rate %	Maturity	Non-current		Current	
			31 March 2018	31 March 2017	31 March 2018	31 March 2017
Term loan from bank (secured)	10.60% - 11.25%	March 2026 to March 2034	2,741	1,055	152	51
Term loan from financial institutions (secured)	10.25% - 11.40%	Sep 2032 to March 2037	2,533	3,247	105	281
Buyer's / Supplier's credit (secured)	6.81% - 7.80%	March 2019 to Dec 2019	795	508	294	-
Total long-term borrowings			**6,069**	**4,810**	**551**	**332**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 19)			-	-	(551)	(332)
			6,069	**4,810**	**-**	**-**

Notes:

(I) Term loan from bank (secured)

Term loan from banks are secured by pair passé first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the entities forming part of the Restricted Group.

(ii) Term loan from financial institutions (secured)

Term loan from financial institutions are secured by pair passé first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents and insurance contracts of the entities forming part of the Restricted Group.

(iii) Buyer's/ Supplier's credit (secured)

Secured by first pair passé first charge by way of mortgage of all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, title, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the Entities forming part of the Restricted Group. Creation of charge by way of mortgage and assignment is under process.

(iv) Renew Solar Power Private Limited has pledged 20,400 (31 March 2017: 3000) equity shares of the entities forming part of the Restricted Group in favor of security trustee on behalf of lenders.

(v) Renew Power Private Limited has pledged 7,348,817 (31 March 2017: 7,348,817) equity shares and 2,876,000 (31 March 2017: 2,876,000) preference shares of the entities forming part of the Restricted Group in favor of security trustee on behalf of lenders.

(vi) Entities forming part of the Restricted Group have not created charge on security against outstanding loan balances given below mainly on account of pending approvals from government agencies with respect to land mortgages. The charge will be created as and when the respective entities get the necessary approvals from these agencies. None of the entities listed below have received any approval till date.

Company Name	Lender Name	Amount
Renew Wind Energy (AP) Private Limited	Saraswat Co-Operative Bank Ltd.	344
Renew Wind Energy (AP) Private Limited	State Bank of India	376
Renew Wind Energy (AP 3) Private Limited	Ptc Financial Services Pvt. Ltd.	850
Shruti Power Private Limited	IDFC Infra Debt Fund Limited	506
ReNew Wind Energy (MP Three) Private Limited	IDFC Bank Ltd.	725
ReNew Wind Energy (MP Three) Private Limited	Tata Cleantech Capital Ltd.	87
Renew Wind Energy (Maharashtra) Private Limited	IDFC Bank Ltd.	861
Renew Wind Energy (Maharashtra) Private Limited	Tata Cleantech Capital Ltd.	83
Bhumi Prakash Private Limited	IDFC Bank Ltd.	349
Bhumi Prakash Private Limited	Tata Cleantech Capital Ltd.	82
Tarun Kiran Bhoomi Private Limited	IDFC Bank Ltd.	283
Tarun Kiran Bhoomi Private Limited	Tata Cleantech Capital Ltd.	63
Total		**4,609**

15 Other non-current liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Provision for operation and maintenance equalisation	151	95
Total	**151**	**95**

16 Short term borrowings	**As at 31 March 2018**	**As at 31 March 2017**
Acceptances (unsecured)	3,990	409
Commercial Papers	1,964	-
Loan from related party (unsecured) (refer note 28)	6,791	1,602
Buyer's / Supplier's credit (secured)	792	-
Total	**13,537**	**2,011**

Acceptances (unsecured)
Acceptances from Yes Bank are secured by first pari passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.
Discount rate on acceptances ranges from 7.75% - 8.35% p.a.

Commercial Papers (secured)
Secured Commercial papers are issued at a discounl rate on cornrnercial paper of 8.1 l% per annum to SBI Magnum Irsta Cash Fund and is covered by corporate guarantee of ReNew Power Limited, the holding corpany.

Loan from related party (unsecured)
Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

Buyer's / Supplier's credit (secured)

Buyer's/supplier's credit carries an interest rate of 1 ML + 38 BPS to 3ML+ 35 BPS, I ML + 90-95 BPS and 2 ML+ 15 BPS is secured by way of mortgage of title deeds, all the present and future immovable properties, hypothecation of movable assets, book debt, operating cash flows, receivables, commissions, revenue of whatsoever nature, all bank accounts and all intangibles assets, assignment of all rights, interests, benefits, claims etc. of project documents, PPA, and insurance contracts of the entities forming part of the Restricted Group, deposits of post dated cheques in accordance with repayments schedule of principal loan and interest.

17 Trade payables	**As at 31 March 2018**	**As at 31 March 2017**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 36)	-	-
Others	530	328
Total	**530**	**328**

18 Derivative instruments	**As at 31 March 2018**	**As at 31 March 2017**
Financial liabilities at fair value through OCI (current)		
Cash flow hedges		
Derivative instruments	12	60
Total	**12**	**60**

19 Other current financial liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 14)	551	332
Others		
Interest accrued but not due on borrowings	235	45
Capital creditors	8,787	1,766
Total	**9,573**	**2,143**

20 Other current liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Provision for operation and maintenance equalisation	6	4
Other payables		
TDS payable	156	20
GST payable	0	0
Advance from customers	0	0
Total	**162**	**24**

21 Revenue from operations	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Income from operations		
Sale of power	1,428	891
Total	**1,428**	**891**

22 Other income	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Interest income accounted at amortised cost		
- on fixed deposit with banks	56	19
- on loan to related parties (refer note 28)	25	12
- income tax refund	0	-
- on loan to subsidiaries - redeemable non cumulative preference shares (refer note 27)	0	-
- others	4	7
Government grant		
- generation based incentive	38	21
Damage claim for loss of revenue	-	93
Exchange gain on settlement of derivative instruments designated as cash flow hedge (net)	-	15
Gain on settlement of derivative instruments designated as cash flow hedge (net)	2	-
Fair value change of mutual fund (including realised gain)	7	-
Unrealised gain on mutual fund	2	-
Miscellaneous income	4	-
Total	**138**	**167**

23 Other expenses	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Legal and professional fees	16	19
Corporate social responsibility (refer note 37)	2	2
Travelling and conveyance	8	3
Rent	1	0
Printing and stationery	0	0
Management shared services	63	37
Rates and taxes	11	1
Payment to auditors (refer details below)	2	1
Insurance	8	6
Operation and maintenance	105	78
Repair and maintenance		
- plant and machinery	1	0
Security charges	3	-
Communication costs	1	0
Foreign exchange loss (net)	10	-
Miscellaneous expenses	3	2
	234	**149**

Payment to auditors	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
As auditor:		
Audit fee	2	1
In other capacity:		
Reimbursement of expenses	0	0
	2	**1**

24 Depreciation and amortisation expense	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Depreciation of property, plant and equipment (refer note 4)	479	294
Amortisation of intangible assets (refer note 5)	2	1
Total	**481**	**295**

25 Finance costs	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Interest expense on		
- term loans	608	457
- loan from related party (refer note 28)	118	7
- acceptance	13	7
- buyer's/supplier's credit	78	-
- commercial papers	2	-
- others	0	1
Bank charges	5	6
Unamortised ancillary borrowing cost written off*	12	-
Total	**836**	**478**

* Represents transaction cost on long term borrowing charged to the Special Purpose Statement of Profit and Loss on account of derecognition due to substantial modification.

26 Earnings per share (EPS)

The special purpose Combined Financial Statements do not represent legal entity structure and are aggregated for a specific purpose. Accordingly, Earnings Per Share (EPS) on aggregated number of shares has not been disclosed.

27 Operating lease commitments

The company has entered into commercial property lease for its Land. The Lease has non cancellable period which has remaining term of 11.5 years (for March 17: 12.5 years).

Future minimum rental payables under non-cancellable operating lease (excluding lease equalisation reserve) are as follows:

Particuars	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Within one year	1	1
After one year but not more than five years	3	3
More than five years	6	6

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28 Related party disclosures

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 year and description of relationship as identified by the management are:

I. Holding Company :

Name of entity	Holding Company
ReNew Wind Energy (AP) Private Limited	Renew Power Private Limited #
ReNew Wind Energy (AP 3) Private Limited	Renew Power Private Limited #
Shruti Power Projects Private Limited	Renew Power Private Limited #
Pugalur ReNewable Private Limited	Renew Power Private Limited #
Bidwal ReNewable Private Limited	Renew Power Private Limited #
Zemira ReNewable Energy Limited	Renew Power Private Limited (w.e.f. 31 March 2018)# and Axis Energy Ventures India Private Limited (w.e.f. 17 December 2017 upto 30 March 2018 and Adani Green Energy Limited (upto 17 December 2017)
ReNew Wind Energy (MP Three) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Rajasthan Four) Private Limited	ReNew Solar Power Private Limited*
ReNew Wind Energy (Maharashtra) Private Limited	ReNew Solar Power Private Limited*
Bhumi Prakash Private Limited	ReNew Solar Power Private Limited*
Tarun Kiran Bhoomi Private Limited	ReNew Solar Power Private Limited*

*ReNew Solar Power Private Limited is a 100% subsidiary of Renew Power Private Limited.
#Renew Power Private Limited (formerly known as Renew Power Ventures Private Limited and ReNew Power Limited)

II. Ultimate Holding Company

GS Wyvern Holdings Limited (till 22nd March 2018)

III. Key management personnel (KMPs) :

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

IV. Fellow subsidiaries with whom transactions occurred during the year:

Kanak Renewables Limited
Rajat Renewables Limited
ReNew Clean Energy Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Agni Power Private Limited
ReNew Power Services Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (AP Five) Private Limited
ReNew Wind Energy (Budh 3) Private Limited
ReNew Wind Energy (Jath) Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
Renew Wind Energy (Karnataka Five) Private Limited
Renew Wind Energy (Karnataka Two) Private Limited
Renew Wind Energy (Karnataka) Private Limited
ReNew Wind Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Four) Private Limited
Renew Wind Energy (MP Two) Private Limited
ReNew Wind Energy (Shivpur) Private Limited
ReNew Wind Energy (Varekarwadi) Private Limited

b) Details of transactions with Holding Company:

Particulars	Renew Power Private Limited		ReNew Solar Power Private Limited	
	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2018	For the year ended 31 March 2017
Unsecured loan received	7,067	711	1,653	1,205
Unsecured loan repaid	3,004	294	528	75

Particulars	Renew Power Private Limited		ReNew Solar Power Private Limited	
	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2018	For the year ended 31 March 2017
Expenses incurred on behalf of company	14	1	11	0
Expenses incurred on behalf of holding company	1	23	-	-
Share application money received	279	18	-	-
Share application money refunded	-	88	-	-
Advance received from related party	885	-	-	-
Reimbursement of expenses	67	5	-	-
Purchase of Services# (management shared service)	246	48	-	-
Issue of equity shares (including security premium)	279	206	-	-
Sale of equity shares	0	-	-	-
Interest expense on unsecured loan	52	11	132	31

# ReNew Power Private Limited and ReNew Solar Energy Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries on the basis of its best estimate of expenses incurred for each of its subsidiary companies and fellow subsidiaries and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

c) Details of outstanding balances with Holding Company:

Particulars	Renew Power Private Limited		ReNew Solar Power Private Limited	
	31 March 2018	31 March 2017	31 March 2018	31 March 2017
Unsecured loan payable	4,535	472	2,256	1,130
Trade payables	52	40	0	0
Capital creditor	272	31	12	0
Advance from related party	885	-	-	-
Advance to related party	-	18	-	-
Interest expense accrued on unsecured loan	57	11	146	28
Allotment of equity shares	279	-	-	-
Recoverable from related parties	1	88	-	-

d) Details of transactions with fellow subsidiaries:

i) Loans given and repaid thereof and interest income thereon

Particulars	For the year ended 31 March 2018			For the year ended 31 March 2017		
	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan	Unsecured loan given	Repayment of unsecured loan	Interest income on unsecured loan
ReNew Clean Energy Private Limited	430	425	10	-	-	-
Rajat Renewables Limited	808	-	7	-	-	-
Kanak Renewables Limited	856	-	8	-	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	-	246	0	-	-	-
Renew Wind Energy (Karnataka Two) Private Limited	-	-	-	500	254	12

ii) Expenses incurred and payment made on behalf and purchase of land

Particulars	For the year ended 31 March 2018			For the year ended 31 March 2017		
	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land	Expenses incurred by related party	Expenses incurred on behalf of related party	Purchase of land
ReNew Saur Urja Private Limited	0	0	-	-	-	-
ReNew Solar Energy (Rajasthan) Private Limited	17	3	13	-	-	-
ReNew Solar Energy (Telangana) Private Limited	0	-	-	-	-	-
ReNew Agni Power Private Limited	-	0	-	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	-	-	-
ReNew Solar Energy Private Limited	0	5	-	-	-	-
ReNew Wind Energy (AP Five) Private Limited	0	6	20	-	-	-
ReNew Wind Energy (Budh 3) Private Limited	-	0	-	-	-	-
ReNew Wind Energy (Jath) Limited	1	-	-	-	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	0	-	-	-	-
ReNew Wind Energy (Karnataka) Private Limited	155	-	-	-	160	-
ReNew Wind Energy (MP Four) Private Limited	1	-	-	-	-	-
ReNew Wind Energy (Shivpur) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	0	-	-	-	-
ReNew Power Services Private Limited	0	2	-	-	-	-
ReNew Wind Energy (Karnataka 4) Private Limited	-	-	-	69	-	-

iii) Purchase of management shared services, engineering procurement and construction services, consumables and operation and maintenance services and sale of consumables

Particulars	For the year ended 31 March 2018		For the year ended 31 March 2017	
	Management shared services	Reimbursement of expenses	Management shared services	Reimbursement of expenses
ReNew Power Services Private Limited	203	1	-	-

Particulars	For the year ended 31 March 2018		For the year ended 31 March 2017	
	EPC Purchase	Operation and maintenance	EPC Purchase	Operation and maintenance
ReNew Solar Energy Private Limited	922	12	226	-
ReNew Power Services Private Limited	213	-	-	-

iv) Trading purchase and sale of land

Particulars	Sale of Land		Trading Purchase	
	For the year ended 31 March 2018	For the year ended 31 March 2017	For the year ended 31 March 2018	For the year ended 31 March 2017
ReNew Wind Energy (MP Four) Private Limited	17	-	-	-

v) Share application money given

Particulars	For the year ended 31 March 2018	For the year ended 31 March 2017
ReNew Power Services Private Limited	1,317	-

vi) Equity investment made and sale of equity investment made in related party

Particulars	For the year ended 31 March 2018		For the year ended 31 March 2017	
	Investment made	Sale	Investment made	Sale
Kanak Renewables Limited	0	0	-	-
Rajat Renewables Limited	0	0	-	-
Renew Wind Energy (Karnataka Five) Private Limited	-	0	-	-

vii) Subscription to redeemable non cumulative preference shares

Particulars	For the year ended 31 March 2018		For the year ended 31 March 2017	
	Investment made	Sale	Investment made	Sale
ReNew Power Services Private Limited	887	-	-	-

e) Details of outstanding balances with fellow subsidiaries:

i) Loan receivable and interest income receivable

Particulars	31 March 2018		31 March 2017	
	Loan receivable	Interest receivable	Loan receivable	Interest receivable
ReNew Clean Energy Private Limited	5	4	-	-
Rajat Renewables Limited	808	12	-	-
Kanak Renewables Limited	856	11	-	-
ReNew Power Services Private Limited	887	-	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	-	11	-	11
Renew Wind Energy (Karnataka Two) Private Limited	-	-	246	-

ii) Trade payable, capital creditor and recoverable from related parties

Particulars	31 March 2018			31 March 2017		
	Trade payable	Capital creditor*	Recoverable from related parties	Trade payable	Capital creditor	Recoverable from related parties
Renew Solar Energy Private Limited	-	-	-	-	93	-
ReNew Saur Urja Private Limited	-	0	0	-	-	-
ReNew Solar Energy (Rajasthan) Private Limited	-	28	-	-	-	-
ReNew Power Services Private Limited	21	301	0	-	-	-
ReNew Solar Energy (Telangana) Private Limited	0	-	-	-	-	-
ReNew Agni Power Private Limited	-	-	0	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	-	-	-
ReNew Solar Energy Private Limited	12	233	76	-	-	-
Renew Wind Energy (Karnataka) Private Limited	-	-	-	160	-	-
ReNew Wind Energy (AP Five) Private Limited	0	20	6	-	-	-
ReNew Wind Energy (Budh 3) Private Limited	-	-	0	-	-	-
ReNew Wind Energy (Jath) Limited	1	-	-	-	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	0	-	-	-
ReNew Wind Energy (Karnataka 4) Private Limited	-	-	69	-	-	-
ReNew Wind Energy (Karnataka) Private Limited	314	-	-	-	-	-
ReNew Wind Energy (MP Four) Private Limited	-	-	17	-	-	-
ReNew Wind Energy (Shivpur) Private Limited	0	-	-	-	-	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	0	-	-	-
Renew Wind Energy (MP Two) Private Limited	-	-	-	-	35	-

iii) Advance to related party

Particulars	For the year ended 31 March 2018	For the year ended 31 March 2017
ReNew Wind Energy (Karnataka 4) Private Limited	-	69

f) 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.

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

h) ReNew Solar Power Private Limited has pledged 25,500 (31 March 2017: 14,100) equity shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

i) Renew Power Private Limited has pledged 7,348,817 (31 March 2017: 7,348,817) equity shares and 2,876,000 (31 March 2017: 2,876,000) preference shares of the entities forming part of the Restricted Group in favour of security trustee on behalf of lenders.

29 Segment information

The managing director of ReNew Power Private Limited takes decisions in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be the Chief Operating Decision Maker (CODM).

The Restricted Group discloses segment information in a manner consistent with internal reporting to group's Managing Director. The entities forming part of Restricted Group have segments based on type of business operations. The reportable segments of Restricted Group under Ind AS are Wind Power and Solar Power which predominantly relate to generation and sale of electricity and construction activities. The entities forming part of Restricted Group does not operate in more than one geographical segment. The Restricted Group discloses in the segment information operating profit, comparable operating profit and comparable EBITDA.

No operating segment has been aggregated to form the above reportable operating segments. Further, total assets and liabilities balances for each reportable segment are not reviewed by or provided to CODM.

	For the year ended 31 March 2018			For the year ended 31 March 2017		
	Wind Power	Solar Power	Total	Wind Power	Solar Power	Total
Sale of power and sale of renewable energy certificates	1,054	374	1,428	891	-	891
Revenues from operations	**1,054**	**374**	**1,428**	**891**	**-**	**891**
Less: Inter-segment	-	-	-	-	-	-
Revenues from external customers	**1,054**	**374**	**1,428**	**891**	**-** -	**891**
Interest income	76	9	85	37	0	37
Other income (other than interest income)	48	5	53	114	15	129
Total income	**1,178**	**388**	**1,566**	**1,042**	**15**	**1,057**
Less: Other expenses	166	68	234	145	3	148
Earning before interest, tax, depreciation and amortization (EBITDA)	**1,012**	**320**	**1,332**	**897**	**12**	**909**

The Revenues from three major customers amounts to INR 758 (March 17: INR 582) each of which contributes more than 10% of the total revenue of the Group.

30 Hedging activities and derivatives

Derivatives designated as hedging instruments

The entities forming part of the Restricted Group use certain types of derivative financial instruments (viz. foreign currency forwards, cross-currency interest rate swap) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entities forming part of the Restricted Group designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction ('cash flow hedge'). The effective portion of changes in the fair value of derivative financial instruments (or its components) that are designated and qualify as cash flow hedges, are recognised in the other comprehensive income and held in cash flow hedge reserve - a component of equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the Statement of Profit and Loss within other expenses/ other income. The amounts accumulated in equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in equity are re-classified to the Statement of Profit and Loss in the year when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the Statement of Profit and Loss within other expenses / other income.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on external commercial borrowings and buyer's credit. Terms of the swaps and their respective impact on OCI and Statement of Profit and Loss is as below:-

- Notes

Pay fixed INR and receive USD and pay fixed interest at 6.81% to 7.85% p.a. and receive a variable interest at 6 month LIBOR plus 0.58% to 6 month LIBOR plus 0.62% p.a. on the notional amount.

The cash flow hedges through CCS of USD 226,710,673 and forwards of USD 16,092,119 outstanding at the year ended 31 March 2018 were assessed to be highly effective and cumulative impact of mark to market gai loss and reinstatement of hedged item of of INR 33 (31 March 2017: INR 314) with a deferred tax assets of INR 9 (31 March 2017: INR 97), is included in OCI.

Foreign currency and Interest rate risk

Forward contracts and swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	31 March 2018		31 March 2017	
	Assets	Liabilities	Assets	Liabilities
Forward contracts designated as hedging instruments	6	12	-	60

Hedging reserve movement

	As at 31 March 2018	As at 31 March 2017
Balance at the beginning of the year	**(217)**	**-**
Gain/(loss) recognised on cash flow hedges	(110)	(305)
Income tax relating to gain/loss recognized on cash flow hedges	14	94
Gain/(loss) reclassified to profit and loss	8	(9)
Income tax relating to gain/loss reclassified to profit and loss	(2)	3
Gain/(loss) reclassified to non financial assets or liabilities as basis adjustment	383	-
Income tax relating to gain/loss reclassified to non financial assets or liabilities as basis adjustment	(100)	-
Balance at the end of the year	**(24)**	**(217)**

31 Commitments, liabilities and contingencies
(to the extent not provided for)

(i) Contingent liabilities

The entities forming part of the Restricted Group have no contingent liability as on 31 March 2018. (31 March 2017: INR Nil).

(ii) Commitments

Estimated amount of contracts remaining to be executed on capital account and not provided for

The entities forming part of the Restricted Group have capital commitments of INR 120 as on 31 March 2018. (31 March 2017: INR Nil).

32 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the entities forming part of the Restricted Group:

	31 March 2018		31 March 2017	
	Carrying value	Fair value	Carrying value	Fair value
Financial assets				
Measured at amortised cost				
Loans	2,556	2,556	248	248
Bank deposits with remaining maturity for more than twelve months	0	0	0	0
Trade receivables	91	91	62	62
Cash and cash equivalent	279	279	787	787
Bank balances other than cash and cash equivalent	1,216	1,216	286	286
Other current financial assets	424	424	208	208
Measured at FVTPL				
Investments-current, quoted mutual funds	922	922	-	-
Measured at FVOCI				
Derivative instruments	6	6	-	-
Financial liabilities				
Measured at amortised cost				
Long term borrowings	6,069	6,069	4,810	4,810
Short-term borrowings	13,537	13,537	2,011	2,011
Trade payables	530	530	328	328
Other current financial liabilities	9,573	9,573	2,143	2,143
Measured at FVOCI				
Derivative instruments	12	12	60	60

The management of the entities forming part of the Restricted Group assessed that cash and cash equivalents, trade receivables, trade payables, other current financial liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

For financial assets and liabilities that are measured at fair value, the carrying amounts are equal to the fair values.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the entities forming part of the Restricted Group's term loans from financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 31 March 2018 was assessed to be insignificant.

ii The fair values of the security deposits given are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iii The entities forming part of the Restricted Group enter into derivative financial instruments with various counter parties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

33 Fair value hierarchy

The entities forming part of the Restricted Group categorize assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Company's assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the entities forming part of the Restricted Group :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	31 March 2018		31 March 2017	
		Carrying value	Fair value	Carrying value	Fair value
Financial assets not measured at fair value **Measured at amortised cost** Financial assets (Non current):					
Security deposits	Level 3	0	0	2	2
Total		**0**	**0**	**2**	**2**
Financial assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 3	0	0	0	0
Total		**0**	**0**	**0**	**0**

Measured at fair value through Profit and Loss					
Investments-current, quoted mutual funds	Level 1	922	922	-	-
Total		**922**	**922**	-	-
Financial liabilities not measured at fair value					
Measured at amortised cost					
Buyer's / Supplier's credit	Level 3	795	795	508	508
Term loan in Indian rupees from banks	Level 3	2,741	2,741	1,055	1,055
Term loan in Indian rupees from financial institution	Level 3	2,533	2,533	3,247	3,247
Total		**6,069**	**6,069**	**4,810**	**4,810**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at fair value			
Investments	Level 1	Quoted price	Quoted market price of mutual funds
Financial assets not measured at fair value			
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities not measured at fair value			
Term loan in Indian rupees from financial institution	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from banks	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Buyer's / Supplier's credit (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

34 Financial risk management objectives and policies

The Restricted Group's principal financial liabilities comprise loans and borrowings, trade payables and other financial liabilities.
The main purpose of these financial liabilities is to finance the Restricted Group's operations and to support its operations. The Restricted Group's financial assets include loans, trade and other receivables, and cash and cash equivalents and other financial assets.

The Restricted Group is exposed to market risk, credit risk and liquidity risk. The Restricted Group's senior management oversees the management of these risks. The Restricted Group's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Restricted Group. These committees provides assurance to the Restricted Group's senior management that the Restricted Group's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Restricted Group's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market risk

Market risk is the risk that the Restricted Group's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits, investments in mutual funds and derivative financial instruments.
The sensitivity analyses in the following sections relate to the position as at 31 March 2018. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant and on the basis of hedge designations in place as at 31 March 2018.

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Restricted Group is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. In case of external commercial borrowings ("ECB") and buyers credit the Restricted Group believes that the exposure of the Restricted Group to changes in market interest rates is insignificant as the respective companies manage the risk by hedging the changes in the market interest rates through cross currency interest rate swaps. The Restricted Group also monitors the changes in interest rates and actively re-finances its debt obligations to achieve an optimal interest rate exposure.

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. borrowings in INR and USD. With all other variables held constant, the entities forming part of the Restricted Group's profit before tax is affected through the impact on financial assets, as follows:

	31 March 2018		31 March 2017	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 27	+/(-)50	(-)/+ 21
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 20	+/(-)50	(-)/+ 16

Foreign currency risk

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Restricted Group is exposed to foreign currency risk arising from imports of goods in US dollars and external commercial borrowings. The Restricted Group hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit and ECB by using foreign currency swaps and forward contracts. The Company has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Restricted Group also monitors that the hedges do not exceed the underlying foreign currency exposure. The Restricted Group does not undertake any speculative transaction.

Foreign currency sensitivity

The Restricted Group has hedged its exposure to fluctuations on its buyer's/supplier's credit and ECB through forward contracts and cross currency swaps and thus foreign currency sensitivity has not been disclosed.

Credit risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Entities forming part of Restricted Group is exposed to credit risk from their operating activities (primarily trade receivables) and from its financing activities but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities.

Further the group sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.

The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2018 and 31 March 2017 is the carrying amount of all the financial assets

Trade receivables

Customer credit risk is managed basis established policies of the entities forming part of the Restricted Group, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The entities forming part of the Restricted Group do not hold collateral as security.

The entities forming part of the Restricted Group have state utilities/government entities as it's customers with high credit worthiness, therefore, the entities forming part of the Restricted Group do not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by group's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the respective entity forming part of the Restricted Group, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity risk

Liquidity risk is the risk that the entities forming part of the Restricted Group will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the entities forming part of the Restricted Group to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The entities forming part of the Restricted Group assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The entities forming part of the Restricted Group have access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The entities forming part of the Restricted Group rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind power plants and related assets. Our non-recourse financing is designed to limit cross default risk to the Parent Company or other subsidiaries and affiliates. Our non-recourse long-term debt is a combination of fixed and variable interest rate instruments. External commercial borrowings which are at variable rate is fixed through the use of cross currency interest rate swaps. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. In certain cases, the currency is matched through the use of derivative instruments. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of Restricted Group based on contractual undiscounted payments:

Year ended 31 March 2018	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from Banks*	-	-	-	1,730	3,362	5,092
Term loan from Financial institutions*	-	-	-	1,548	3,240	4,788
Buyer's Suppliers credit	-	792	-	795	-	1,587
Commercial paper		1,964	-	-	-	1,964
Short term borrowings						
Loans from related party	6,791	-	-	-	-	6,791
Acceptances	-	3,990	-	-	-	3,990
Other financial liabilities						
Current maturities of long term borrowings*	-	220	617	-	-	837
Interest accrued but not due on borrowings	141	84	10	-	-	235
Capital creditors	537	6,810	1,437	-	-	8,784
Derivative Instruments	-	12	-	-	-	12
Trade payable						
Trades payable	478	52	2	-	-	532

* Including future interest payments.

The entities forming part of the Restricted Group expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2017	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from banks*	-	-	625	9,961	1,172	11,758
Loans from Financial Institutions	-	-	863	12,052	1,242	14,157
Buyer's credit	-	-	-	508	-	508
Loans from related party	772	-	-	5,427	-	6,199
Loan from body corporate	569	-	-	-	-	569
Acceptances	-	409	-	-	-	409
Other financial liabilities						
Current maturities of long term borrowings*	-	76	256	-	-	332
Interest accrued but not due on borrowings	32	7	719	-	-	757,642,706.55
Capital creditors	548	1,716	-	-	-	2,264
Other payable	19	50	-	-	-	69
Trade payable						
Trades payables to related parties	26	-	-	-	-	26
Trade payable	600	109	-	-	-	709

* Including future interest payments.

35 Capital management

For the purpose of the capital management by the respective entities forming part of the Restricted Group, capital includes issued equity capital, compulsory convertible preference shares, share premium and all other equity reserves attributable to the equity holders of the respective entities forming part of the Restricted Group. The primary objective of the respective entities forming part of the Restricted Group's capital management is to maximise the shareholder value.

The entities forming part of the Restricted Group manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, respective entities forming part of the Restricted Group may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The respective entities forming part of the Restricted Group monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The respective entities forming part of the Restricted Group includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and short-term deposits.

The policy of the respective entities forming part of the Restricted Group is to keep the gearing ratio to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with industry rate. In the construction phase the entities forming part of Restricted Group manages the ratio at 3:1 through internal funding.

In order to achieve this overall objective, the capital management by the respective entities forming part of the Restricted Group, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current year or the previous year.

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2018.

36 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2018	As at 31 March 2017
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	Nil	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

37 Corporate social responsibility expenditure

As per Section 135 of the Companies Act, 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on corporate social responsibility (CSR) activities. The areas for CSR activities as follows :-

1) Sanitation and making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para –vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.

A CSR committee has been formed by the respective entity forming part of the Restricted Group as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the entities forming part of the Restricted Group during the year is INR 0 (31 March 2017: INR 6).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / acquisition of any asset	Nil	Nil	Nil
Other activities	2	-	2
Total	2	-	2
Previous year*			
Construction / acquisition of any asset	Nil	Nil	Nil
Other activities	0	8	8
Total	**0**	**8**	**8**

* The amount yet to be paid in previous year has been subsequently paid in current year.

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38 Entities acquired by The Parent forming part of Restricted Group

The Parent have acquired unlisted entities based in India and carrying out business activities relating to generation of power through non-conventional and renewable energy sources which are forming a part of the Restricted Group, inexchange for cash consideration. The Parent have acquired these entities because the Parent's management believes that the acquisition would enable the group to strengthen its position in renewable energy sector.

Carrying amount of assets and liabilities reflect the same values as appearing in the consolidated financial statements of the Parent.

Particulars	**For the year ended 31 March 2018** **Zemira Renewable Energy Limited**	**For the year ended 31 March 2017** **Shruti Power Projects Private Limited**
Acquisition date	**31 March 2018**	**16 September 2016**
Segment	**Wind**	**Wind**
Assets	**INR**	**INR**
Property plant and equipment	3,562	557
Intangible assets	457	48
Loans	-	0
Deferred tax assets (net)	1	0
Other non-current assets	-	0
Prepayments - Current	-	13
Cash and cash equivalents	0	14
Bank balances other than cash and cash equivalent	-	52
Others current financial assets	4	0
Other current assets	-	111
	4,024	**795**
Liabilities		
Long-term borrowings	-	375
Short-term borrowings	2	97
Deferred tax liabilities (net)	-	(0)
Trade payables	0	25
Other current financial liabilities	4,024	26
Other current liabilities	0	0
	4,026	**523**
Total identifiable net assets at fair value	**(3)**	**272**
Goodwill on acquisition	3	-
Parent's contribution	3	49

Following are the impacts of business combinations accounting in the consolidated financial statements of the Parent on the Special Purpose Combined Financial Statements

Particulars	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
	Zemira Renewable Energy Limited	**Shruti Power Projects Private Limited**
1. Assets: [Increase/(Decrease)]		
Property plant and equipment	457	48
Intangible assets	(456)	12
Deferred tax assets (net)	(0)	(11)
Goodwill	2	-
Total impact on Assets	**3**	**49**
2. Liabilities: [Increase/(Decrease)]	-	-
Total impact of Liabilities	-	-
2. Equity: [Increase/(Decrease)]		
Parent's Contribution	3	49
Total impact of Equity	**3**	**49**

From the date of acquisition, acquired entitles have contributed in revenue and profit/loss before tax follows:

Particulars	**From the date of acquisition till 31 March 2018**	**From the respective date of acquisition till 31 March 2017**
	Zamira Renewable Private Limited	**Shruti Power Projects Private Limited**
Revenue	0	26
Profit/(loss) before tax	(0)	(11)

If the combination had taken place at the beginning of the year, revenue from operations and the loss before tax would have been:

Particulars	**For the year ended 31 March 2018**	**From 1 April 2016 to 31 March 2017**
	Zamira Renewable Private Limited	**Shruti Power Projects Private Limited**
Revenue	5	92
Profit/(loss) before tax	(3)	16

39 Significant accounting judgments, estimates and assumptions

The preparation of special purpose combined financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The entities forming part of the Restricted Group based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the entities forming part of the Restricted Group. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The entities forming part of the Restricted Group makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, the entities forming part of the Restricted Group are depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 30 and 31 for further disclosures.

Related party transactions

ReNew Power Private Limited along with all its subsidiaries hereinafter collectively referred to as 'the Group' have entered into inter-company transactions as explained below :

Management shared services

Employee benefit costs and other common expenses are incurred by the Ultimate Holding Company and Holding Company. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate of 8% (approximates 3-year government bond yield).

Financial instrument

The Group makes inter-group investments in the form of RNCPS. These investment carries interest at a nominal rate and are accounted for as compound financial instruments under Ind AS 32. The rate used for discounting the future cash flows approximate the average market interest rate of borrowings availed by Group.

40 Zemira Renewable Energy Limited has entered into a long-term Power Purchase Agreement ("PPA") having a capacity of 50.40 MWs (wind energy projects) with Southern Power Distribution Company of Andhra Pradesh Limited i.e. the distribution company of Andhra Pradesh ("APDISCOM"). The PPA has a fixed rate per unit of electricity for the 25-year term. With regard to aforementioned PPA, certain litigations as described below are currently underway:

The Government of Andhra Pradesh (the "GoAP") issued an order (the "GO") dated 1 July 2019 constituting a High-Level Negotiation Committee (the "HLNC") for review and negotiation of tariff for wind energy projects in the state of Andhra Pradesh. Pursuant to the GO, APDISCOM issued letters dated 11 July 2019 to Zemira Renewable Energy Limited, requesting for revision of tariffs entered into in PPAs. Zemira Renewable Energy Limited filed a writ petition on 23 July 2019 before the AP High Court ("AP High Court) challenging the GO and the said letters issued by APDISCOM for renegotiation of tariffs. The AP High Court issued its order dated September 24, 2019 enumerating the following:
i. Writ petition is allowed, and both GO the subsequent letters are set aside.
ii. Further, APDISCOM were instructed to honour pending and future bills and pay the same at the interim rate of Rs. 2.43 per unit.
iii. Andhra Pradesh Electricity Regulatory Commission (the "APERC") to dispose-off the case within a time frame of six months.

Zemira Renewable Energy Limited has filed a Writ Petition before the division bench of the AP High Court challenging the jurisdiction of APERC in entertaining the said matter. Parallelly, Zemira Renewable Energy Limited has filed another Writ Appeal before the division bench of the AP High Court challenging AP High Court's direction to the APDISCOM to tariff at interim rate.

Zemira Renewable Energy Limited has a net block of INR 4017 million as at March 31, 2018 and has recognised a revenue of INR 5 million for the year ended 31 March 2018 and has a trade receivable balance of INR 5 million as on 31 March 2018 from sale of electricity against such PPA.

The management basis legal opinion obtained by it, believes that it has strong merits in the case and the final order would be in its favour and hence no adjustment has been made in the special purpose combined financial statements including provision for impairment.

41 The combined current liabilities of the Restricted Group as on 31 March 2020 exceed the combined current assets with the combined current ratio being 0.61:1. The primary reason for this is due to unsecured loans provided by RPPL and ReNew Solar Power Private Limited (wholly owned subsidiary of RPPL) to certain entities forming part of the Restricted Group which are repayable on demand and hence these are classified as a current liability in these financial statements. The management of RPPL as well as the project lenders considers these unsecured loans as equity contribution for the purposes of project financing.

Further, RPPL and ReNew Solar Power Private Limited would consider the financial position and liquidity of the respective entities forming part of the Restricted Group prior to making any demand for repayment of such unsecured loans and interest accrued thereon. This shall be done to ensure support by RPPL and ReNew Solar Power Private Limited towards the entities in meeting their operating requirements and liabilities as and when they fall due. Further RPPL has issued an unconditional letter of support for continued operational and financial support in favour of entities forming part of Restricted Group.

42 There are no employees on the rolls of the entities forming part of the Restricted Group and therefore there are no employee benefit expenses accrued in the Unaudited Special Purpose Interim Combined Financial Statements. ReNew Power Private Limited and ReNew Power Services Private Limited have charged certain common expenses to its subsidiary companies and fellow subsidiaries respectively on the basis of its best estimate of expenses incurred. ReNew Power Private Limited and ReNew Power Services Private Limited have recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted by the these companies is most appropriate basis for recovering of such common expenses.

43 Due to outbreak of COVID-19 in India and globally, the entities forming part of Restricted Group has made initial assessment of likely adverse impact on economic environment in general and financial risks on account of COVID-19. Considering that the Restricted Group is in the business of generation of electricity which is having "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 entities forming part of the Restricted Group will not be significant. The management does not see any risks in the Restricted Group's ability to continue as a going concern and meeting its liabilities as and when they fall due. The entities forming part of the Restricted Group is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

44 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.10.12 22:42:42 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 12 October 2020

For and on behalf of the Restricted Group

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.10.12 22:24:32 +05'30'

Sumant Sinha
(Chairman & Managing Director)
DIN- 00972012
Place: Gurugram
Date: 12 October 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.10.12 22:24:58 +05'30'

D. Muthukumaran
(Chief Financial Officer)

Place: Gurugram
Date: 12 October 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.10.12 22:30:23 +05'30'

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 12 October 2020

[redacted]
Chartered Accountants

2nd & 3rd Floor
Golf View Corporate Tower - B
Sector - 42, Sector Road
Gurugram - 122 002, Haryana, India
Tel: +91 124 681 6000

INDEPENDENT AUDITOR'S REPORT

To the Members of ReNew Power Private Limited

Report on the Audit of the Standalone Ind AS Financial Statements

Opinion

We have audited the accompanying standalone Ind AS financial statements of ReNew Power Private Limited ("the Company"), which comprise the Balance sheet as at 31 March 2020, the Statement of Profit and Loss, including the statement of Other Comprehensive Income, the Cash Flow Statement and the Statement of Changes in Equity for the year then ended, and notes to the standalone Ind AS financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone Ind AS financial statements give the information required by the Companies Act, 2013, as amended ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at 31 March 2020, its loss including other comprehensive income, its cash flows and the changes in equity for the year ended on that date.

Basis for Opinion

We conducted our audit of the standalone Ind AS financial statements in accordance with the Standards on Auditing (SAs), as specified under section 143(10) of the Act. Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the standalone Ind AS Financial Statements' section of our report. We are independent of the Company in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the standalone Ind AS financial statements.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the standalone Ind AS financial statements for the financial year ended 31 March 2020. These matters were addressed in the context of our audit of the standalone Ind AS financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

We have determined the matters described below to be the key audit matters to be communicated in our report. We have fulfilled the responsibilities described in the Auditor's responsibilities for the audit of the standalone Ind AS financial statements section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the standalone Ind AS financial statements. The results of our audit procedures, including the procedures performed to address the matters below, provide the basis for our audit opinion on the accompanying standalone Ind AS financial statements.

Key audit matters	How our audit addressed the key audit matter
Related Party Transactions – Accuracy and completeness of related party transactions and disclosure thereof *(as described in note 35 of the standalone Ind AS financial statements)*	
We identified the measurement, completeness, presentation and disclosure of related party transactions as a key audit matter due to the high volume and complexity of business transactions with related parties during the year ended 31 March 2020.	Our audit procedures included the following: • Obtained an understanding of the process and tested the design and operating effectiveness of key controls that management has established to identify, account for and disclose related party transactions. • Obtained an updated list of all related parties to the Company and reviewed the general ledger against this list to ensure completeness of transactions. • We read contracts and agreements with related parties to understand the nature of the transactions. • We agreed the amounts disclosed to underlying documentation and reviewing relevant agreements, on a sample basis, as part of our evaluation of the disclosure. • We obtained an understanding of the Company's methodology of determination of arms-length price. We have also obtained and evaluated the Company's independent expert's reports on validation of arms-length price. • Made enquiries of management in order to identify if any related party transactions outside the normal course of business have taken place. • We evaluated the completeness of the disclosures through review of statutory information, books and records and other documents obtained during the course of our audit.
Debt repayment obligations and liquidity *(as described in note 42(e) of the standalone Ind AS financial statements)*	
External funding in the form of long term and short-term borrowings, are an integral part of the Company's business model. It is the key source of funds used by the business to finance its projects, projects of its subsidiaries and operations. Such external borrowings represent the largest liability on the balance sheet. As at 31 March 2020, the Company's borrowings from sources other than loans from its subsidiaries and entities under joint control amount to 33% of the balance sheet total and its Debt is to Equity ratio is 45%. Out of total external borrowings, the following are due for repayment over next 12 months: a. INR 8,881 million is the current maturities of long-term borrowings, and	Our audit procedures include the following: • We obtained an understanding of the process followed by the management for preparation of cash flow forecast, inputs used in the model to estimate the future cash flows as well as the sensitivity analysis prepared in this context. • We discussed with management and assessed the assumptions and judgements used in the estimate of future cash flows having regards to past performance and current emerging business trends affecting the business and industry. We did this assessment with reference to budgets and the underlying substantiations. • We assessed the maturity profile of the Company's borrowings to test that loans maturing within the next twelve months were classified in current liabilities. • We obtained an understanding of management's assessment for repayment of obligations due over next 12 months. We compared the repayment

Key audit matters	How our audit addressed the key audit matter
b. Various working capital facilities amounting to INR 2,159 million. We have identified the Company's ability to service the debt repayment obligations and liquidity as a key audit matter because of the subjective elements such as: • estimate of expected future cash flows, • realization of existing and future receivables, • repayment by subsidiaries of short terms funds provided by the Company, • forecasted results and operational performance, and • expectation around refinancing of existing debt. These estimates are based on assumptions, including expectations of future economic and market developments.	obligations with that considered in the future cash flows. • We assessed the Company's ability to refinance its obligation based on the past trends, credit ratings, ability to generate steady cash flows over long term contracts and access to capital. • We also assessed the adequacy of the related disclosures in the financial statements.

Other Information

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Director's report, but does not include the standalone Ind AS financial statements and our auditor's report thereon.

Our opinion on the standalone Ind AS financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.
In connection with our audit of the standalone Ind AS financial statements, our responsibility is to read the other information and, in doing so, consider whether such other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management for the Standalone Ind AS Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these standalone Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the standalone Ind AS financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Standalone Ind AS Financial Statements

Our objectives are to obtain reasonable assurance about whether the standalone Ind AS financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone Ind AS financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the standalone Ind AS financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the standalone Ind AS financial statements, including the disclosures, and whether the standalone Ind AS financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the standalone Ind AS financial statements for the financial year ended 31 March 2020 and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, we give in the "Annexure 1" a statement on the matters specified in paragraphs 3 and 4 of the Order.
2. As required by Section 143(3) of the Act, we report that:

   (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;

   (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;

   (c) The Balance Sheet, the Statement of Profit and Loss including the Statement of Other Comprehensive Income, the Cash Flow Statement and Statement of Changes in Equity dealt with by this Report are in agreement with the books of account;

   (d) In our opinion, the aforesaid standalone Ind AS financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Companies (Indian Accounting Standards) Rules, 2015, as amended;

   (e) On the basis of the written representations received from the directors as on 31 March 2020 taken on record by the Board of Directors, none of the directors is disqualified as on 31 March 2020 from being appointed as a director in terms of Section 164 (2) of the Act;

   (f) With respect to the adequacy of the internal financial controls over financial reporting of the Company with reference to these standalone Ind AS financial statements and the operating effectiveness of such controls, refer to our separate Report in "Annexure 2" to this report;

   (g) In our opinion, the managerial remuneration for the year ended 31 March 2020 has been paid / provided by the Company to its directors in accordance with the provisions of section 197 read with Schedule V to the Act;

   (h) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:

      i. The Company has disclosed the impact of pending litigations on its financial position in its standalone Ind AS financial statements – Refer note 45 (i) to the standalone Ind AS financial statements;

      ii. The Company has made provision, as required under the applicable law or accounting standards, for material foreseeable losses, if any, on long-term contracts including derivative contracts – Refer note 39 to the standalone Ind AS financial statements;

iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:30:46 +05'30'

per Amit Chugh
Partner
Membership Number: 505224
UDIN: 20505224AAAADZ7095

Place of Signature: Gurugram
Date: 08 June 2020

Annexure 1 referred to in paragraph 1 of our report of even date under section 'Report on other legal and regulatory requirements'

Re: ReNew Power Private Limited ("the Company")

(i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.

(b) Fixed assets have been physically verified by the management during the year and no material discrepancies were identified on such verification.

(c) According to information and explanations given by the management the title deeds of immovable properties included in property, plant and equipment except for freehold land amounting to Rs. 41 million for which registration is pending are held in the name of the Company. It has been explained to us that the title deeds for freehold land amounting to Rs. 362 million as at 31 March 2020, have been given as security (mortgage and charge) against the Non-convertible debentures issued and that original title deeds are kept with Vistara ITCL India Limited and Axis Trustee Services Limited as security for the lenders and therefore the same could not be made available to us for our verification and have also not been independently confirmed by the Security Trustee. Further, the title deeds of freehold land amounting to Rs. 60 million as at 31 March 2020, for which original title deed is not made available to us for verification and hence we are unable to comment on the same.

(ii) The management has conducted physical verification of inventory at reasonable intervals during the year and no material discrepancies were noticed on such physical verification. There was no inventory lying with third parties.

(iii) According to the information and explanations given to us, the Company has not granted any loans, secured or unsecured to companies, firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the provisions of clause 3(iii) (a), (b) and (c) of the Order are not applicable to the Company and hence not commented upon.

(iv) In our opinion and according to the information and explanations given to us, there are no loans, investments, guarantees, and securities given in respect of which provisions of section 185 of the Companies Act, 2013 are applicable. Further, since the Company is an infrastructure company within the meaning of Schedule VI of the Companies Act, 2013, the provision of section 186 of the Companies Act, 2013 is not applicable.

(v) The Company has not accepted any deposits within the meaning of Sections 73 to 76 of the Act and the Companies (Acceptance of Deposits) Rules, 2014 (as amended). Accordingly, the provisions of clause 3(v) of the Order are not applicable.

(vi) We have broadly reviewed the books of account maintained by the Company pursuant to the rules made by the Central Government for the maintenance of cost records under section 148(1) of the Companies Act, 2013 and are of the opinion that prima facie, the specified accounts and records have been made and maintained. We have not, however, made a detailed examination of the same.

(vii) (a) Undisputed statutory dues including income-tax, goods and service tax, employees' state insurance, cess and other statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases. The provisions relating to provident fund, sales-tax, service tax, duty of custom, duty of excise and value added tax are not applicable to the Company.

(b) According to the information and explanations given to us, no undisputed amounts payable in respect of income-tax, goods and service tax, employees' state insurance, cess and other statutory dues were outstanding, at the year end, for a period of more than six months from the date they became payable. The provisions relating to provident fund, sales-tax, service tax, duty of custom, duty of excise and value added tax are not applicable to the Company.

(c) According to the information and explanations given to us, there are no dues of income-tax, goods and service tax, employees' state insurance, cess and other statutory dues, which have not been deposited on account of any dispute. The provisions relating to provident fund, sales-tax, service tax, duty of custom, duty of excise and value added tax are not applicable to the Company.

(viii) In our opinion and according to the information and explanations given by the management, the Company has not defaulted in repayment of loans or borrowing to a financial institution, bank or government or dues to debenture holders.

(ix) In our opinion and according to the information and explanations given by the management, monies raised by the company by way of bonds and term loans were applied for the purpose for which they were raised. The Company has not raised any money by way of initial public offer/ further public offer/ debt instruments.

(x) Based upon the audit procedures performed for the purpose of reporting the true and fair view of the financial statements and according to the information and explanations given by the management, we report that no fraud by the company or no fraud on the company by the officers and employees of the Company has been noticed or reported during the year.

(xi) According to the information and explanations given by the management, the managerial remuneration has been paid / provided in accordance with the requisite approvals mandated by the provisions of section 197 read with Schedule V to the Companies Act, 2013.

(xii) In our opinion, the Company is not a nidhi company. Therefore, the provisions of clause 3(xii) of the order are not applicable to the Company and hence not commented upon.

(xiii) According to the information and explanations given by the management, transactions with the related parties are in compliance with section 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the notes to the financial statements, as required by the applicable accounting standards.

(xiv) According to the information and explanations given by the management, the Company has complied with provisions of section 42 of the Companies Act, 2013 in respect of the private placement of shares during the year. According to the information and explanations given by the management, we report that the amounts raised, have been used for the purposes for which the funds were raised. Further there has been no preferential allotment or private placement of fully or partly convertible debentures during the year.

(xv) According to the information and explanations given by the management, the Company has not entered into any non-cash transactions with directors or persons connected with him as referred to in section 192 of Companies Act, 2013.

(xvi) According to the information and explanations given to us, the provisions of section 45-IA of the Reserve Bank of India Act, 1934 are not applicable to the Company.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005
AMIT
CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:31:03 +05'30'
per **Amit Chugh**
Partner
Membership Number: 505224
UDIN: 20505224AAAADZ7095

Place of Signature: Gurugram
Date: 08 June 2020

Annexure 2 to the Independent Auditor’s Report of even date on the financial statements of ReNew Power Private Limited

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 (“the Act”)

We have audited the internal financial controls over financial reporting of ReNew Power Private Limited (“the Company”) as of 31 March 2020 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management’s Responsibility for Internal Financial Controls

The Company’s Management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company’s policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting with reference to these Ind AS financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the “Guidance Note”) and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these Ind AS financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting with reference to these Ind AS financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these Ind AS financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor’s judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls system over financial reporting with reference to these Ind AS financial statements.

Meaning of Internal Financial Controls over Financial Reporting with Reference to these Ind AS Financial Statements

A company's internal financial control over financial reporting with reference to these Ind AS financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting with reference to these Ind AS financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting with reference to these Ind AS financial statements

Because of the inherent limitations of internal financial controls over financial reporting with reference to these Ind AS financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these Ind AS financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these Ind AS financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting with reference to these Ind AS financial statements and such internal financial controls over financial reporting with reference to these Ind AS financial statements were operating effectively as at 31 March 2020, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

AMIT
CHUGH

Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN,
o=Personal,
email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:31:22 +05'30'

per **Amit Chugh**
Partner
Membership Number: 505224
UDIN: 20505224AAAADZ7095

Place of Signature: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Balance Sheet as at 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2020	As at 31 March 2019
Assets			
Non-current assets			
Property, plant and equipment	4	25,963	15,119
Capital work in progress	4	2,357	7,403
Intangible assets	5	75	80
Intangible assets under development	5	40	6
Right of use assets	5A	475	-
Financial assets			
Investment	6	72,521	50,891
Loans	7	20,655	3,076
Others	7	79	1,679
Deferred tax assets (net)	8	256	1,780
Prepayments	9	591	143
Non current tax assets (net)		1,333	727
Other non-current assets	10	493	2,126
Total non-current assets		**124,838**	**83,030**
Current assets			
Inventories	11	10	1
Financial assets			
Derivative instruments	12	3,254	-
Trade receivables	13	4,615	3,638
Cash and cash equivalent	14	2,916	280
Bank balances other than cash and cash equivalent	14	13,920	4,283
Loans	7	73,960	61,187
Others	7	9,840	4,597
Prepayments	9	354	47
Other current assets	10	102	250
Total current assets		**108,971**	**74,283**
Total assets		**233,809**	**157,313**
Equity and liabilities			
Equity			
Equity share capital	15A	3,799	3,799
Other equity			
Securities premium	16B	67,150	67,150
Debenture redemption reserve	16C	762	2,443
Hedging reserve	16D	(847)	-
Share based payment reserve	16E	1,161	1,086
Retained earnings	16F	(813)	-
Total equity		**71,212**	**74,478**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	17	89,843	43,350
Lease liabilities	18	192	-
Long-term provisions	19	82	58
Other non-current liabilities	20	306	284
Total non-current liabilities		**90,423**	**43,692**
Current liabilities			
Financial liabilities			
Short-term borrowings	21	55,027	31,909
Trade payables			
Outstanding dues to micro enterprises and small enterprises	22	-	-
Others	22	1,105	984
Lease liabilities	18	123	-
Other current financial liabilities	23	15,184	5,750
Other current liabilities	24	662	443
Short-term provisions	25	73	57
Total current liabilities		**72,174**	**39,143**
Total liabilities		**162,597**	**82,835**
Total equity and liabilities		**233,809**	**157,313**
Summary of significant accounting policies	3.1		

The accompanying notes are an integral part of the Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:31:57 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of
ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:36:29 +05'30'

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:37:10 +05'30'

(D Muthukumaran)
Chief Financial Officer

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:02:52 +05'30'

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Statement of Profit and Loss for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2020	For the year ended 31 March 2019
Income:			
Revenue from operations	26	6,128	4,959
Other income	27	7,019	3,585
Total income		**13,147**	**8,544**
Expenses:			
Employee benefits expense	28	1,728	1,423
Other expenses	29	1,055	1,128
Total expenses		**2,783**	**2,551**
Earning before interest, tax, depreciation and amortization (EBITDA)		**10,364**	**5,993**
Depreciation and amortization expense	30	1,197	721
Finance costs	31	11,273	5,706
Loss before tax		**(2,106)**	**(434)**
Tax expense			
Current tax	8	-	-
Deferred tax	8	513	(492)
Adjustment of tax relating to earlier years		-	4
(Loss)/Profit for the year	**(a)**	**(2,619)**	**54**
Other comprehensive income (OCI)			
Items that will be reclassified to profit or loss in subsequent years			
Net movement on cash flow hedges		168	-
Income tax effect		(1,015)	-
Net other comprehensive income that will be reclassified to profit or loss in subsequent years	**(b)**	(847)	-
Items that will not be reclassified to profit or loss in subsequent years			
Re-measurement losses on defined benefit plans		(11)	2
Income tax effect		4	(1)
Net other comprehensive income that will not be reclassified to profit or loss in subsequent years	**(c)**	(7)	1
Other comprehensive income for the year, net of tax	**(d)=(b) + (c)**	**(854)**	**1**
Total comprehensive income for the year	**(a) + (d)**	**(3,473)**	**55**
Earnings per share: **(face value per share: INR 10)**			
(1) Basic	32	(5.70)	0.14
(2) Diluted	32	(5.70)	0.14
Summary of significant accounting policies	3.1		

The accompanying notes are an integral part of the Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:32:16 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of
ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:37:55 +05'30'

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:37:38 +05'30'

(D Muthukumaran)
Chief Financial Officer

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:03:14 +05'30'

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Statement of Cash Flows for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Cash flow from operating activities		
Loss before tax	(2,106)	(434)
Adjustments for:		
Depreciation and amortisation expense	1,197	721
Operation and maintenance	10	27
Share based payments	195	277
Gratuity expense	12	20
Leave encashment expense	21	4
Interest income	(6,746)	(3,196)
Loss in sale of property, plant & equipment	0	3
Interest expense	11,102	5,620
Fair value gain on financial instruments at fair value through profit or loss	-	(50)
Option premium amortisation	214	-
Unamortised ancillary borrowing cost written off	127	6
Operating profit before working capital changes	**4,026**	**2,998**
Movement in working capital		
(Increase)/decrease in trade receivables	(978)	(342)
(Increase)/decrease in inventories	(9)	(1)
(Increase)/decrease in other current assets	148	(62)
(Increase)/decrease in other current financial assets	(1,124)	(1,118)
(Increase)/decrease in prepayments	(1,446)	45
(Increase)/decrease in other non-current financial assets	(9)	934
(Increase)/decrease in other non-current assets	18	7
Increase/(decrease) in other current liabilities	231	273
Increase/(decrease) in trade payables	121	(21)
Increase/(decrease) in other current financial liabilities	(112)	1,270
Increase/(decrease) in provisions	(5)	71
Cash generated from operations	**861**	**4,054**
Direct taxes paid (net of refunds)	(605)	(350)
Net cash generated from operating activities	**256**	**3,704**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, capital creditors and capital advances	(4,028)	(7,422)
Investment in bank deposits having remaining maturity of more than 3 months	(9,656)	(980)
Loan given to subsidiaries- unsecured loan	(88,506)	(65,659)
Loan repaid by subsidiaries- unsecured loan	49,421	49,104
Investment in subsidiaries	(10,228)	(5,671)
Share application money paid and due for refund	85	(85)
Interest received	1,507	1,440
Redemption in Mutual funds	-	1,056
Net cash used in investing activities	**(61,405)**	**(28,217)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	-	599
Proceeds from issue of compulsorily convertible preference shares	20,903	-
Proceeds from long-term borrowings	56,454	5,459
Repayment of long-term borrowings	(29,002)	(2,040)
Proceeds from short-term borrowings	41,539	49,666
Repayment of short-term borrowings	(18,580)	(25,374)
Payment of lease liabilities	(117)	-
Interest paid	(7,412)	(4,984)
Net cash generated from financing activities	**63,785**	**23,326**
Net (decrease) / increase in cash and cash equivalents	**2,636**	**(1,187)**
Cash and cash equivalents at the beginning of the year	**280**	**1,467**
Cash and cash equivalents at the end of the year	**2,916**	**280**
Components of cash and cash equivalents		
Cash and cheques on hand	0	0
Balances with banks:		
- On current accounts	2,916	264
- On deposit accounts with original maturity of less than 3 months	-	16
Total cash and cash equivalents (note 14)	**2,916**	**280**

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Statement of Cash Flows for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

Changes in liabilities arising from financing activities

Particulars	Opening balance as at 1 April 2019	Cash flows (net)	Other changes*	Closing balance as at 31 March 2020
Long-term borrowings (including current maturities and net of ancillary borrowings cost incurred)	45,376	48,356	4,992	98,724
Short-term borrowings	31,909	22,958	159	55,026
Total liabilities from financing activities	**77,285**	**71,314**	**5,151**	**153,750**

Particulars	Opening balance as at 1 April 2018	Cash flows (net)	Other changes*	Closing balance as at 31 March 2019
Long-term borrowings (including current maturities and net of ancilliary borrowings cost incurred)	42,027	3,419	(70)	45,376
Short-term borrowings	7,618	24,291	-	31,909
Total liabilities from financing activities	**49,645**	**27,710**	**(70)**	**77,285**

* other changes include reinstatement of long-term borrowings, adjustment of ancillary borrowing cost and movement between short-term borrowings and long-term borrowings.

Refer note 34 for movement in lease liabilities.

Summary of significant accounting policies 3.1

The cash flow statement has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the Financial Statements

As per our report of even date

For and on behalf of the Board of Directors of
ReNew Power Private Limited (formerly known as ReNew Power Limited)

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:32:42 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:39:18 +05'30'

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:39:32 +05'30'

(D Muthukumaran)
Chief Financial Officer

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:03:42 +05'30'

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 08 June 2020

ReNew Power Private Limited (formerly known as ReNew Power Limited)
Statement of Changes in Equity for the year ended 31 March 2020
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of the Company							Total equity
			Reserves and Surplus				Items of OCI	
	Equity share capital	Share application money pending allotment	Securities premium	Share based payment reserve	Retained earnings	Debenture redemption reserve	Hedging Reserve	
	(refer note 15A)	(refer note 16A)	(refer note 16B)	(refer note 16E)	(refer note 16F)	(refer note 16C)	(refer note 16D)	
At 1 April 2018	**3,772**	**-**	**66,352**	**1,027**	**721**	**1,667**	**-**	**73,539**
Profit for the year	-	-	-	-	54	-	-	54
Other comprehensive income (net of taxes)	-	-	-	-	1	-	-	1
Total comprehensive income	**-**	**-**	**-**	**-**	**55**	**-**	**-**	**55**
Share application money received	-	566	-	-	-	-	-	566
Equity shares issued during the year	27	(566)	539	-	-	-	-	-
Amount utilised on exercise of stock options	-	-	257	(257)	-			-
Amount utilized for issue of shares	-	-	2	-	-	-	-	2
Amount against stock options relating to subsidiary	-	-	-	11	-	-	-	11
Share-based payments	-	-	-	305	-	-		305
Debenture redemption reserve	-	-	-	-	(776)	776	-	-
At 31 March 2019	**3,799**	**-**	**67,150**	**1,086**	**-**	**2,443**	**-**	**74,478**
Loss for the year	-	-	-	-	(2,619)	-	-	(2,619)
Other comprehensive income (net of taxes)	-	-	-	-	(7)	-	(847)	(854)
Total Comprehensive Income	**-**	**-**	**-**	**-**	**(2,627)**	**-**	**(847)**	**(3,473)**
Share-based payments	-	-	-	202	-	-	-	202
Amount against stock options relating to subsidiary	-	-	-	5	-	-	-	5
Amount transferred from share based payment reserve to retained earnings	-	-	-	(132)	132	-	-	-
Debenture redemption reserve	-	-	-	-	1,681	(1,681)	-	-
At 31 March 2020	**3,799**	**-**	**67,150**	**1,161**	**(813)**	**762**	**(847)**	**71,212**

Summary of significant accounting policies 3.1

The accompanying notes are an integral part of the Financial Statements

As per our report of even date

For S.R. Batliboi & Co. LLP

ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:32:59 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of
ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:40:11 +05'30'

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:39:54 +05'30'

(D Muthukumaran)
Chief Financial Officer
Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:04:09 +05'30'

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 08 June 2020

1 General information

ReNew Power Private Limited ('the Company') is a private limited company domiciled in India. The Company was converted into a private limited company with effect from 08 November 2019 and consequently the name of the Company has changed from ReNew Power Limited to ReNew Power Private Limited.

The registered office of the Company is located at 138, Ansal Chamber - II Bhikaji Cama Place, New Delhi-110066. The Company is carrying out business activities relating to generation of power through non-conventional and renewable energy sources.

The Financial Statements of the Company were approved for issue by the Company's Board of Directors on 08 June 2020.

2 Basis of preparation

The Company prepared its Financial Statements as per Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Act read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended.

The Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of Companies Act, 2013.

The Financial Statements have been prepared on a historical cost basis, except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments
- Financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

3.1 Summary of Significant Accounting Policies

a) Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The company has identified twelve months as their operating cycle for classification of their current assets and liabilities.

b) Fair value measurement

The Company measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy.

At each reporting date, the management of the Company analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Company.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

· Disclosures for significant estimates and assumptions (Refer Note 43)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 41)
· Financial instruments (including those carried at amortised cost) (Refer Note 40 and 41)

c) Revenue recognition

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of Power

Income from supply of power is recognised on the supply of units generated from plant to the grid over a period of time, as per terms of the Power Purchase Agreement ("PPA") entered into with the customers.

The Company considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Company considers the effects of variable consideration and consideration payable to the customer (if any).

Transaction Price - Remaining Performance Obligation

The remaining performance obligation disclosure provides the aggregate amount of the transaction price yet to be recognised as at the end of the reporting period and an explanation as to when the Company expects to recognise these amounts in revenue. Applying the practical expedient as given in Ind AS 115, the Company has not disclosed the remaining performance obligation related disclosures for contracts as the revenue recognized corresponds directly with the value to the customer of the entity’s performance completed to date.

Income from services (management consultancy)

Revenue from projects management/technical consultancy are recognised as per the terms of agreement on the basis of services rendered. The Company recognises revenue from projects management/technical consultancy over time because the customer simultaneously receives and consumes the benefits provided to them, as per the terms of the agreement entered with the customer.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Company estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Company provide rebates in invoice if payment is made before the due date. These are adjusted against revenue and are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Company applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Company has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from compensation for loss of revenue

Income from compensation for loss of revenue is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the Company to receive dividend is established by the reporting date.

Contract balances

(i) Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Company performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

(ii) Contract Liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Company has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Company transfers goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Company performs under the contract.

Trade receivables

A receivable represents the Company's right to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (r) Financial instruments – initial recognition and subsequent measurement.

Income from government grants

Refer note (g) for accounting policy.

d) Foreign currencies

The Company Financial Statements are presented in Indian rupees (INR), which is also the functional currency and the currency of the primary economic environment in which the Company operate.

Transactions and balances

Transactions in foreign currencies are initially recorded by the company at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss with the exception of the following:
- Exchange differences arising on monetary items that are designated as part of the hedge of the Company's net investment of a foreign operation. These are recognised in OCI until the net investment is disposed of, at which time, the cumulative amount is reclassified to profit or loss.
- Tax charges and credits attributable to exchange differences on those monetary items are also recorded in OCI.

e) Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss

- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are recognised only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where company is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the company restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Company will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Company.

f) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be compiled with. When the grant related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the company receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The company presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission reduction certificates have been recognised as other income.

Generation based Incentive :

Generation based incentive is recognized on the basis of supply of units generated by the Company to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

g) Inventories

Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Consumables and spares: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

h) Property, plant and equipment

Capital work in progress is stated at cost, net of accumulated impairment loss, if any. Property, plant and equipment, except freehold land, is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the company depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

On transition date to Ind AS, the Company has elected to continue with the carrying value of all of its property, plant and equipment recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

Subsequent Costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Company and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the Statement of Profit and Loss when the asset is derecognised.

Gains or losses arising from de-recognition of PPE are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

i) Intangible assets

Intangible assets acquired separately are measured in initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.
The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with finite life are reviewed at least at the end of each reporting period.

Customer related intangibles are capitalized if they meet the definitions of an intangible asset and the recognition criteria are satisfied. Customer-related intangibles acquired as part of a business combination are valued at fair value and those acquired separately are measured at cost. Such intangibles are amortized over the remaining useful life of the customer relationships or the period of the contractual arrangements.

On transition date to Ind AS, the Company has elected to continue with the carrying value of all of its intangible assets recognised as at 1 April 2015 measured as per previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

j) Depreciation/amortization of property, plant and equipment and intangibles

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	**Life (in years)**
Plant and equipment (solar rooftop projects)*	25 years or terms of power purchase agreement, whichever is less (15-25 years)
Plant and equipment (wind power projects)*	18-25
Plant and equipment (others)	5-18
Office equipment	5
Furniture and fixture	10
Computers	3
Computer servers	6
Computer softwares	3-6
Leasehold improvements	Over the period of lease

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit and Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Leases

As per Ind AS 17 applicable till period ended 31 March 2019

As a lessee

Operating lease payments are recognised as an expense in the Statement of Profit and Loss on a straight-line basis over the lease term.

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

As a lessor

Leases in which the Company does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

As per Ind AS 116 applicable from 1 April 2019

The Company assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

The Company applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Company recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

i) Right-of-use assets

The Company recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets (leasehold land and leasehold building) are depreciated on a straight-line basis over the lease term.

If ownership of the leased asset transfers to the Company at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.

The right-of-use assets are also subject to impairment. Refer to the accounting policies in section (m) Impairment of non-financial assets.

ii) Lease liabilities

At the commencement date of the lease, the Company recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including insubstance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognised as expenses (unless they are incurred to produce inventories) in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Company uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

iii) Short-term leases and leases of low-value assets

The Company applies the short-term lease recognition exemption to its short-term leases (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of office equipment that are considered to be low value. Lease payments on short-term leases and leases of low value assets are recognised as expense on a straight-line basis over the lease term.

As a lessor

Leases in which the Company does not transfer substantially all the risks and rewards of ownership of an asset are classified as operating leases. Rental income from operating lease is recognised on a straight-line basis over the term of the relevant lease. Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same basis as rental income. Contingent rents are recognised as revenue in the period in which they are earned.

m) Impairment of non-financial assets

The company assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the company estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Company bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Company's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Company extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the statement of profit and loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the company estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit and Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

n) Share based payments

Company provides additional benefits to certain members of senior management and employees of the Company and a subsidiary in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized, together with a corresponding increase in share-based payment reserve in equity, over the period in which the performance and/or service conditions are fulfilled in employee benefit expenses. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the numbers of equity instruments that will ultimately vest. The statement of profit and loss expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee benefit expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Company's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other condition attached to an award, but without associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because of non-market performance and/or service conditions have not been met. Where awards include a market or non-market condition, the transaction are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service condition are satisfied.

Share based payment cost, to the extent pertaining to the employees of subsidiary, is reduced from employee benefit expenses of the Company and is considered as deemed investment in the form of capital contribution in the subsidiary.

o) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The company recognize contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Company operates a defined benefit plan in India, viz., gratuity. The cost of providing benefit under this plan is determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method.

Remeasurements comprising of actuarial gain and losses, the effect of the asset ceiling, excluding amount recognized in the net interest on the defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Company treats the accumulated leave expected to be carried forward beyond twelve months, as long term employee benefit for measurement purposes. Such long term compensated absences are determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method. Remeasurements comprising of actuarial gain and losses are recognized in the balance sheet with a corresponding debit or credit to profit or loss in the period in which they occur. The Company presents the leave as current liability in the balance sheet, to the extent is does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Company has unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

Past service costs are recognised in Statement of Profit and Loss on the earlier of:
- The date of the plan amendment or curtailment, and
- The date that the Company recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Company recognises the following changes in the net defined benefit obligation as an expense in the Statement of Profit and Loss:
- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

p) Provisions

Provisions are recognised when the company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

q) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:

a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and

b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:

a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the company recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the Statement of Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit or loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the company may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The company has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the Company may make an irrevocable election to present the subsequent changes in the fair value in OCI. The Company makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the company may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:

- The rights to receive cash flows from the asset have expired, or
- The respective company has transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a ‘pass-through’ arrangement; And
- Either the companies under the company has transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the Company have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the company continues to recognise the transferred asset to the extent of the continuing involvement of company. In that case, the company also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the company has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the company could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The Company follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the Company to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Statement of Profit and Loss.

Financial liabilities

Initial recognition and measurement
Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs.
The financial liabilities of the company include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement
The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The Company recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Compound Instruments- Compulsorily Convertible Preference Shares (CCPS)

Compulsorily Convertible Preference Shares (CCPS) are separated into liability and equity components based on the terms of the contract.
On issuance of the convertible preference shares, the fair value of the liability component is determined using a market rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion or redemption.
The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity since conversion option meets Ind AS 32 criteria for fixed to fixed classification. Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years.
Transaction costs are apportioned between the liability and equity components of the convertible preference shares based on the allocation of proceeds to the liability and equity components when the instruments are initially recognised.

Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, cost of issue of debentures, listing fees) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit and Loss.

Reclassification of financial assets and liabilities

The Company determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

r) Investment in subsidiaries and associates

The Company has elected to recognize its investments in subsidiaries and associate companies at cost in accordance with the option available in Ind AS 27, ‘Separate Financial Statements’, less accumulated impairment loss, if any. Cost represents amount paid for acquisition of the said investments.

The Company has elected to continue with the carrying value for all of its investments in subsidiaries and associate companies as recognised in the financial statements on transition to Ind AS, measured as per the previous GAAP and use that as its deemed cost as at the date of transition.

On disposal of an investment, the difference between the net disposal proceeds and the carrying amount is charged or credited to profit or loss.

The details of such investment are given in Note 6. Refer to the accounting policies in section (m) Impairment of non-financial assets.

s) Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

The Company uses derivative financial instruments, such as interest rate swaps and call options, to hedge its interest rate risks and foreign currency risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

Any gains or losses arising from changes in the fair value of derivatives are taken directly to profit or loss, except for the effective portion of cash flow hedges, which is recognised in OCI and later reclassified to profit or loss when the hedge item affects profit or loss or treated as basis adjustment if a hedged forecast transaction subsequently results in the recognition of a non-financial asset or non-financial liability.

For the purpose of hedge accounting, hedges are classified as:

- Fair value hedges when hedging the exposure to changes in the fair value of a recognised asset or liability or an unrecognised firm commitment

- Cash flow hedges when hedging the exposure to variability in cash flows that is either attributable to a particular risk associated with a recognised asset or liability or a highly probable forecast transaction or the foreign currency risk in an unrecognised firm commitment

- Hedges of a net investment in a foreign operation

At the inception of a hedge relationship, the Company formally designates and documents the hedge relationship to which the Company wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The documentation includes the Company's risk management objective and strategy for undertaking hedge, the hedging/ economic relationship, the hedged item or transaction, the nature of the risk being hedged, hedge ratio and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk. Such hedges are expected to be highly effective in achieving offsetting changes in fair value or cash flows and are assessed on an ongoing basis to determine that they actually have been highly effective throughout the financial reporting periods for which they were designated.

Hedges that meet the strict criteria for hedge accounting are accounted for, as described below:

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortised cost of a financial liability. When calculating the effective interest rate, the company estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in finance income in the Statement of Profit and Loss.

The details of such investment are given in Note 6. Refer to the accounting policies in section (m) Impairment of non-financial assets.

t) Cash and Cash-Equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the Company's cash management.

u) Measurement of EBITDA

The company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The company measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

v) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date are adjusted to respective assets and liabilities.

The Company does not adjust the amounts recognised in its financial statements to reflect non-adjusting events after the reporting period.

The Company makes disclosures in the financial statement in cases of significant events.

w) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the company or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

x) Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Company by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Company by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issued at a later date. Dilutive potential equity shares are determined independently for each period presented.

The number of equity shares and potentially dilutive equity shares are adjusted retrospectively for all periods presented for any share splits and bonus shares issues including for changes effected prior to the approval of the financial statements by the Board of Directors.

The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share.

3.2 Changes in accounting policy and disclosures- New and amended standards

The Company applied Ind AS 116 for the first time. The nature and effect of the changes as a result of adoption of the new accounting standard are described below.
Several other amendments and interpretations apply for the first time in March 2020, but do not have an impact on the financial statements of the Company. The Company has not early adopted any standards or amendments that have been issued but are not yet effective.

a) Ind AS 116 Leases:

Ind AS 116 supersedes Ind AS 17 Leases. The standard sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to recognise most leases on the balance sheet. Lessor accounting under Ind AS 116 is substantially unchanged from Ind AS 17. Lessors will continue to classify leases as either operating or finance leases using similar principles as in Ind AS 17. Therefore, Ind AS 116 does not have an impact for leases where the Group is the lessor.

The Company adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019, the right-of-use assets were recognised based on the amount equal to the lease liabilities, adjusted for any related prepaid and accrued lease payments previously recognised. Lease liabilities were recognised based on the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application. There is no impact on equity on transition to Ind AS 116 as on 1 April 2019.

The Company elected to use the transition practical expedient to not reassess whether a contract is or contains a lease at 1 April 2019. Instead, the Company applied the standard only to contracts that were previously identified as leases applying Ind AS 17 and Appendix C to Ind AS 17 at the date of initial application. Therefore, the comparative information was not restated and continues to be reported under Ind AS 17. The Company also applied the available practical expedients wherein it:

- Used a single discount rate to a portfolio of leases with reasonably similar characteristics
- Relied on its assessment of whether leases are onerous immediately before the date of initial application
- Applied the short-term leases exemptions to leases with lease term that ends within 12 months of the date of initial application
- Excluded the initial direct costs from the measurement of the right-of-use asset at the date of initial application
- Used hindsight in determining the lease term where the contract contained options to extend or terminate the lease

The effect of adopting Ind AS 116 as at 1 April 2019 was, as follows:

Particulars	**Note**	**(INR in Mn)** **Ind AS 116 impact as at 1 April 2019**
Assets - Increase/(decrease):		
Non-current assets		
Right of use assets	5A	511
Prepayments	9	(126)
Other non-current assets		
Deferred rent	10	(18)
Current assets		
Prepayments	9	(8)
Other current assets		
Deferred rent	10	(7)
Liabilities - (Increase)/decrease:		
Non-current liabilities		
Financial liabilities		
Lease liabilities	18	(272)
Current liabilities		
Financial liabilities		
Trade payables	22	(34)
Lease liabilities	18	(113)

b) Other regulatory changes

Pursuant to the Taxation law (Amendment) Ordinance 2019 ('Ordinance') issued by Ministry of Law and Justice on 20 September 2019 with an effective 01 April 2019, domestic companies have the option to pay corporate income tax at 22% plus applicable surcharge and cess subject to certain conditions. Basis the assessment carried, Comapny have decided not to opt for the lower tax rate under the Ordinance owing to carried forward tax losses, unutilized MAT credit and various other tax benefits available to such entities. Accordingly, the Company has decided to continue with existing tax structure, and hence there is no impact of Ordinance on these Financial Statements.

4 Property, plant and equipment

	Freehold Land	Plant and equipment	Leasehold improvements	Office equipment	Furniture & Fixtures	Computers	Total Property, plant and equipment	Capital work in progress
Cost								
At 1 April 2018	420	16,327	27	21	1	26	16,822	367
Additions during the year^	41	8	102	28	33	20	232	7,209
Capitalised during the year	-	-	-	-	-	-	-	(173)
Disposals	-	(2)	-	(5)	(1)	(3)	(11)	-
At 31 March 2019	**461**	**16,333**	**129**	**44**	**33**	**43**	**17,043**	**7,403**
Additions during the year^	91	11,797	-	4	0	14	11,906	6,772
Disposals	-	(2)	-	(0)	-	(3)	(5)	(21)
Capitalised during the year	-	-	-	-	-	-	-	(11,797)
At 31 March 2020	**552**	**28,128**	**129**	**48**	**33**	**54**	**28,944**	**2,357**
Accumulated depreciation								
At 1 April 2018	-	1,202	8	8	0	13	1,231	-
Charge for the year (refer note 30)	-	653	23	9	5	11	701	-
Disposals during the year	-	(0)	-	(4)	(1)	(2)	(8)	-
At 31 March 2019	**-**	**1,855**	**31**	**13**	**4**	**22**	**1,924**	**-**
Charge for the year (refer note 30)	-	1,012	24	8	4	12	1,060	-
Disposals during the year	-	(0)	-	(0)	-	(3)	(3)	-
At 31 March 2020	**-**	**2,867**	**55**	**21**	**8**	**31**	**2,981**	**-**
Net book value								
At 31 March 2019	**461**	**14,478**	**98**	**31**	**29**	**21**	**15,119**	**7,403**
At 31 March 2020	**552**	**25,261**	**74**	**27**	**25**	**24**	**25,963**	**2,357**

Mortgage and hypothecation on Property, plant and equipment:
Property, plant and equipment with a carrying amount of INR 28,320 (31 March 2019: INR 22,522) are subject to a pari passu first charge to respective lenders for project term loans, listed senior secured notes and debentures as disclosed in Note 17.

^ Capitalised borrowing costs
The amount of borrowing costs capitalised during the year was INR 449 (31 March 2019: INR 394) included in capital work in progress. The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

5 Intangible assets	**Computer software**	**Total Intangibles**	**Intangible asset under development**
Cost			
At 1 April 2018	111	111	8
Additions during the year	28	28	16
Capitalised during the year	-	-	(18)
Disposals during the year	(1)	(1)	-
At 31 March 2019	**138**	**138**	**6**
Additions during the year	19	19	34
At 31 March 2020	**157**	**157**	**40**
Amortisation			
At 1 April 2018	38	38	**-**
Amortisation for the year (refer note 30)	20	20	-
Disposals during the year	(0)	(0)	
At 31 March 2019	**58**	**58**	**-**
Amortisation for the year (refer note 30)	24	24	-
At 31 March 2020	**82**	**82**	**-**
Net book value			
At 31 March 2019	**80**	**80**	**6**
At 31 March 2020	**75**	**75**	**40**

5A Right of use assets

Particulars	As at 31 March 2020		
	Land	**Building**	**Total**
As at 1 April 2019 on account of adoption of Ind AS 116	139	372	511
Additions during the year	71	13	83
Deletions during the year	(4)	(3)	(6)
Depreciation for the year (refer note 30)	(11)	(102)	(113)
Balance as on 31 March 2020	**195**	**280**	**475**

The Company has adopted Ind AS 116 using the modified retrospective method of adoption, with the date of initial application of 1 April 2019. Therefore figures of right of use assets for the previous year i.e as at 31 March 2019 are Nil.

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6 Non-current investments (non trade)

	As at 31 March 2020	As at 31 March 2019
Investment in subsidiaries at cost		
Unquoted equity shares		
Investment in subsidiaries		
5,194,000 (31 March 2019 5,194,000) equity shares of INR 10 fully paid up in ReNew Wind Energy Delhi Private Limited	519	519
3,870,000 (31 March 2019 3,870,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jadeswar) Private Limited	350	350
11,922,125 (31 March 2019 11,922,125) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajkot) Private Limited	1,191	1,191
8,156,000 (31 March 2019 8,156,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Shivpur) Private Limited	815	815
10,750,006 (31 March 2019 8,175,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Varekarwadi) Private Limited	1,280	817
7,248,585 (31 March 2019 7,248,585) equity shares of INR 10 fully paid up in ReNew Wind Energy (Sipla) Private Limited	657	657
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Orissa) Private Limited	0	0
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jamb) Private Limited	0	0
4,897,000 (31 March 2019 4,897,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Welturi) Private Limited	489	489
4,226,000 (31 March 2019 4,226,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (MP) Private Limited	422	422
239,000 (31 March 2019 239,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (AP) Private Limited	23	23
8,939,000 (31 March 2019 8,939,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited	893	893
35,548,278 (31 March 2019 18,195,775) equity shares of INR 10 fully paid up in ReNew Solar Power Private Limited	3,554	1,819
297,701 (31 March 2019 297,701) equity shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka) Private Limited	29	29
7,509,000 (31 March 2019 7,509,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan) Private Limited	750	750
15,296,724 (31 March 2019 15,296,724) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jath) Private Limited	1,529	1,529
12,602,490 (31 March 2019 190,000) equity shares of INR 10 fully paid up in Renew Wind Energy (AP 2) Private Limited	1,243	2
10,054,050 (31 March 2019 10,054,050) equity shares of INR 10 fully paid up in Renew Wind Energy (AP 3) Private Limited	1,005	1,005
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (AP 4) Private Limited	0	0
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Jath Three) Private Limited	0	0
90,000 (31 March 2019 90,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Karnataka Two) Private Limited	1	1
1,010,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Karnataka Five) Private Limited	10	0
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (MP One) Private Limited	0	0
1,444,000 (31 March 2019 1,444,000) equity shares of INR 10 fully paid up in Renew Wind Energy (MP Two) Private Limited	144	144
3,646,500 (31 March 2019 3,646,500) equity shares of INR 10 fully paid up in Renew Wind Energy (Rajasthan One) Private Limited	364	364
163,000 (31 March 2019 163,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Rajasthan 2) Private Limited	2	2
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Rajasthan 3) Private Limited	0	0
191,000 (31 March 2019 190,000) equity shares of INR 10 fully paid up in Renew Wind Energy (TN) Private Limited	2	2
15,000 (31 March 2019 15,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Vaspet 5) Private Limited	0	0
6,710,000 (31 March 2019 6,710,000) equity shares of INR 10 fully paid up in Narmada Wind Energy Private Limited	672	672
651,620 (31 March 2019 651,620) equity shares of INR 10 fully paid up in Abaha Wind Energy Developers Private Limited	7	7
3,932,389 (31 March 2019 2,561,000) equity shares of INR 10 fully paid up in Renew Solar Energy Private Limited	502	255
19,000,000 (31 March 2019 19,000,000) equity shares of INR 10 fully paid up in Shruti Power Projects Private Limited	197	197
9,819,600 (31 March 2019 9,819,600) equity shares of INR 10 fully paid up in Helios Infratech Private Limited	1,219	1,219
5,801,000 (31 March 2019 5,801,000) equity shares of INR 10 fully paid up in Molagavalli Renewable Private Limited	603	603
1,423 (31 March 2019 1,423) equity shares of INR 10 fully paid up in ReNew Vayu Urja Private Limited (formerly known as KCT Renewable Energy Private Limited)	4,452	4,452
10,000 (31 March 2019 Nil) equity shares of INR 10 fully paid up in ReNew Services Private Limited	0	-
10,000 (31 March 2019 Nil) equity shares of INR 10 fully paid up in ReNew Vyan Shakti Private Limited	0	-
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in ReNew Transmission Ventures Private Limited	0	0
10,000 (31 March 2019 Nil) equity shares of INR 10 fully paid up in ReNew Vyoman Energy Private Limited	0	-
10,000 (31 March 2019 Nil) equity shares of INR 10 fully paid up in ReNew Vyoman Power Private Limited	0	-

		As at 31 March 2020	As at 31 March 2019
Investment in subsidiaries at cost			
Unquoted equity shares			
Investment in subsidiaries			
10,000 (31 March 2019 01) equity shares of SGD 1 fully paid up in ReNew Power Singapore PTE Ltd.		1	0
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Kanak Renewables Limited		1	1
10,000 (31 March 2019 10,000) equity shares of INR 10 fully paid up in Rajat Renewables Limited		1	1
6,651,000 (31 March 2019 6,650,900) equity shares of INR 10 fully paid up in Pugalur Renewable Private Limited		665	665
5,451,000 (31 March 2019 5,450,900) equity shares of INR 10 fully paid up in Bidwal Renewable Private Limited		545	545
793,172,748 (31 March 2019 646,950,200) equity shares of INR 10 fully paid up in ReNew Power Services Private Limited		8,182	6,470
2,311,000 (31 March 2019 2,311,000) equity shares of INR 10 fully paid up in Zemira Renewable Energy Limited		227	227
860,000 (31 March 2019 250,000) equity shares of USD 1 fully paid up in ReNew Americas INC		62	17
1,118,838 (31 March 2019 232,338) equity shares of GBP 1 fully paid up in ReNew Power International Limited		102	22
	(a)	**32,707**	**27,173**
Unquoted optionally convertible redeemable preference shares			
Investment in subsidiaries at cost			
27,000,000 (31 March 2019 27,000,000) 0.001% optionally convertible redeemable preference shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited		2,700	2,700
21,165,940 (31 March 2019 Nil) 0.0001% optionally convertible redeemable preference shares of INR 10 fully paid up in ReNew Solar Power Private Limited		2,117	-
37,294,470 (31 March 2019 Nil) 0.0001% optionally convertible redeemable preference shares of INR 10 fully paid up in Renew Wind Energy (AP 2) Private Limited		3,729	-
	(b)	**8,546**	**2,700**
Unquoted convertible preference shares			
Investment in subsidiaries at cost			
11,153,350 (31 March 2019 11,153,350) 0.001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (AP) Private Limited		1,115	1,115
104,836,743 (31 March 2019 104,836,743) 0.0001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Solar Power Private Limited		10,484	10,484
7,231,000 (31 March 2019 7,231,000) 0.0001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (MP Two) Private Limited		723	723
7,195,600 (31 March 2019 7,195,600) 0.0001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan One) Private Limited		720	720
19,790,970 (31 March 2019 19,790,970) 0.0001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan 3) Private Limited		1,979	1,979
5,607,104 (31 March 2019 Nil) 0.0001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Solar Power Private Limited		561	-
10,283,000 (31 March 2019 10,283,000) 0.0001% compulsorily convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Shivpur) Private Limited		1,028	1,028
	(c)	**16,610**	**16,049**
Unquoted debt securities			
Investment in subsidiaries at cost			
18,770,307 (31 March 2019 0,000) 0.001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka) Private Limited		1,585	1,585
3,030,123 (31 March 2019 0,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Orissa) Private Limited		274	274
7,219,324 (31 March 2019 0,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Jamb) Private Limited		653	653
2,304,000 (31 March 2019 0,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (MP) Private Limited		208	208
2,892,167 (31 March 2019 0,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Varekarwadi) Private Limited		262	262
9,602,580 (31 March 2019 0,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan) Private Limited		799	799
1,881,220 (31 March 2019 0,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited		156	156
63,205,700 (31 March 2019 63,205,700) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in Pugalur Renewable Private Limited		535	535
51,530,000 (31 March 2019 51,530,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in Bidwal Renewable Private Limited		437	437
216,237,455 (31 March 2019 Nil) 0.0001% redeemable non cumulative preference shares of INR 100 fully paid up in ReNew Power Services Private Limited		9,684	-
	(d)	**14,592**	**4,909**
Deemed investment *			
ReNew Power Services Private Limited		65	60
	(e)	**65**	**60**
	(a) + (b) + (c) + (d) + (e)	**72,521**	**50,891**
Aggregate amount of quoted investment along with market value thereof		-	-
Aggregate amount of unquoted investment		72,521	50,891
Aggregate amount of impairment in the value of investments		-	-

* The Company provides additional benefits to certain members of senior management and employees of the Company and ReNew Power Services Private Limited through equity settled Employee Stock Option Plans (‘ESOPs’). In accordance with Ind AS 102 – Share Based Payment, these plans represent a component of recipient remuneration and the compensation is recognised in profit or loss of the Company. The compensation expense to the extent pertaining to the employees of ReNew Power Services Private Limited is considered as deemed investment in the form of capital contribution in ReNew Power Services Private Limited.

7 **Financial assets**	**As at 31 March 2020**	**As at 31 March 2019**
Non-current (unsecured, considered good unless stated otherwise)		
Financial assets at amortised cost		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	69	61
Loan to subsidiaries (refer note 35)	6,004	1,769
Loan to subsidiaries - redeemable non cumulative preference shares (refer note 35)	14,582	1,246
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**20,655**	**3,076**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 14)	79	60
Interest accrued on loans to subsidiaries (refer note 35)	-	356
Share application money pending allotment (refer note 35)	-	1,263
Total	**79**	**1,679**
Current (unsecured, considered good unless stated otherwise)		
Financial assets at amortised cost		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiaries - redeemable non cumulative preference shares (refer note 35)	-	22,074
Security deposits	5	8
Loans to subsidiaries (refer note 35)	73,955	39,105
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**73,960**	**61,187**
Others		
Recoverable from related parties (refer note 35)	1,584	1,160
Advance recoverable in cash	221	221
Government grants*		
- Generation based incentive receivable	167	131
Interest accrued on fixed deposits	123	109
Interest accrued on loans to subsidiaries (refer note 35)	7,077	2,891
Advance given for purchase of redeemable non-cumulative preference shares (refer note 35)	668	-
Share application money paid and due for refund (refer note 35)	-	85
Total	**9,840**	**4,597**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the Company. The carrying value may be affected by changes in the credit risk of the counterparties.

No loans are due from directors or other officers of the company either severally or jointly with any other person. Nor any loans are due from firms or private companies respectively in which any director is a partner, a director or a member.

8 Deferred tax assets (net)

		As at 31 March 2020	As at 31 March 2019
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Derivative Instrument		(1,015)	-
Re-measurement losses on defined benefit plans		4	1
	(a)	**(1,011)**	**1**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		2,966	494
Right of use assest		91	-
Ancillary borrwoing cost		176	40
	(b)	**3,233**	**534**
Deferred tax assets (gross)			
Losses available for offsetting against future taxable income		4,250	2,048
Provision for operation and maintenance equalisation		104	85
Unused tax credit (MAT)		-	144
Lease liabilities		98	-
Others		48	36
	(c)	**4,500**	**2,313**
	(d) = (c) - (b)	**1,267**	**1,779**
Deferred tax assets (net)	**(a) + (d)**	**256**	**1,780**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	31 March 2020	31 March 2019
Accounting profit/(loss) before income tax	**(2,106)**	**(434)**
Tax at the India's tax rate of 31.20% (31 March 2019: 31.20%)	(658)	(135)
Effect of tax holidays and other tax exemptions	203	(45)
Interest on compound financial instruments	278	(303)
Change in estimates for recoverability of tax losses	1,395	-
Change in estimates for recoverability of unused tax credits (MAT)	144	-
Impact of ICDS related to hedge contracts routed through OCI	(962)	-
Adjustment of tax relating to earlier periods	92	-
Others	21	(9)
At the effective income tax rate	**513**	**(492)**
Current tax expense reported in the statement of profit and loss	-	-
Deferred tax expense reported in the statement of profit and loss	513	(492)
	513	**(492)**
*** Where deferred tax expense relates to the following :**		
Losses available for offsetting against future taxable Income	(2,202)	(606)
Ancillary borrowing cost	136	(14)
Unused tax credit (MAT)	144	(3)
Difference in WDV as per books of accounts and tax laws	2,473	170
Right of use assest	91	-
Lease liabilities	(98)	-
Provision for operation and maintenance equalisation	(19)	(8)
Others	(12)	(31)
	513	**(492)**

Reconciliation of deferred tax assets (net):

	31 March 2020	31 March 2019
Opening balance of DTA/DTL (net)	**1,780**	**1,289**
Deferred tax income/(expense) during the year recognised in profit or loss	(513)	492
Deferred tax income/(expense) during the year recognised in OCI	(1,011)	(1)
Closing balance of DTA/DTL (net)	**256**	**1,780**

9 Prepayments	**As at 31 March 2020**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	591	143
Total	**591**	**143**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	354	47
	354	**47**

10 Other assets	**As at 31 March 2020**	**As at 31 March 2019**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	485	2,015
Advances recoverable	8	93
Security deposits	-	0
Deferred rent	-	18
Total	**493**	**2,126**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable in cash or kind	102	243
Deferred rent	-	7
Others	0	0
Total	**102**	**250**

11 Inventories	**As at 31 March 2020**	**As at 31 March 2019**
Consumables & Spares	10	1
Total	**10**	**1**

12 Derivative instruments	**As at 31 March 2020**	**As at 31 March 2019**
Financial assets at fair value through OCI		
Current		
Cash flow hedges		
Derivative instruments	3,254	-
Total	**3,254**	**-**

13 Trade receivables	**As at 31 March 2020**	**As at 31 March 2019**
Unsecured, considered good	4,615	3,638
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	-	-
	4,615	**3,638**
Less: Impairment allowance (bad and doubtful debts)	-	-
Total	**4,615**	**3,638**

No trade or other receivables are due from directors or other officers of the Company either severally or jointly with any other person. No any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on payment terms of 15-45 days

14 Cash and cash equivalents	**As at 31 March 2020**	**As at 31 March 2019**
Cash and cash equivalents		
Cash on hand	0	0
Balance with bank		
- On current accounts	2,916	264
- Deposits with original maturity of less than 3 months	-	16
	2,916	**280**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months *#	13,920	4,283
- Remaining maturity for more than twelve months *#	79	60
	13,999	**4,343**
Less: amount disclosed under financial assets (others) (Note 7)	(79)	(60)
Total	**13,920**	**4,283**

*Fixed deposits of INR 2,908 (31 March 2019: INR 1,895) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 90 days to 1827 days and carry an interest rate of 5.40% to 8.45% which is receivable on maturity.

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15 Share capital

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2018	400,000,000	4,000
Increase during the year	100,000,000	1,000
At 31 March 2019	500,000,000	5,000
At 31 March 2020	**500,000,000**	**5,000**

Compulsory convertible preference shares of INR 425 each (refer note 17)	**Number of shares**	**Amount**
At 1 April 2018	-	-
At 31 March 2019	-	-
Increase during the year	60,000,000	25,500
At 31 March 2020	**60,000,000**	**25,500**

Issued share capital	**Number of shares**	**Amount**
15A Equity shares of INR 10 each issued, subscribed and paid up		
At 1 April 2018	377,157,856	3,772
Shares issued during the year	2,766,700	28
At 31 March 2019	379,924,556	3,799
At 31 March 2020	**379,924,556**	**3,799**

Terms/rights attached to equity shares

The Company have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the Company will declare and pay dividends in Indian rupees.
In the event of liquidation of a Company, the holders of equity shares of the Company will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the Company.

15B Details of shareholders holding more than 5% shares in the Company	**As at 31 March 2020**		**As at 31 March 2019**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
GS Wyvern Holding Ltd	184,709,600	48.62%	184,709,600	48.62%
Canada Pension Plan Investment Board	61,608,099	16.22%	61,608,099	16.22%
Green Rock B 2014 Limited (formerly known as Green Rock A 2014 Limited)	60,487,804	15.92%	60,487,804	15.92%
JERA Power RN B.V.	34,411,682	9.06%	34,411,682	9.06%

As per the records of the Company, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

15C No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

15D Shares reserved for issue under options
For details of shares reserved for issue under the share based payment plan of the Company, refer note 36.
For details of shares reserved for issue on conversion of Convertible Preference Shares, refer note 17 related to terms of conversion/ redemption of preference shares.

16 Other equity

16A Share application money pending allotment	
At 1 April 2018	-
Share application money received	566
Equity shares issued during the year	(566)
At 31 March 2019	-
At 31 March 2020	-

16B Securities premium	
At 1 April 2018	**66,352**
Premium on issue of equity shares during the year	539
Amount transferred from share based payment reserve on conversion	257
Amount utilized against for issue of equity shares	2
At 31 March 2019	**67,150**
At 31 March 2020	**67,150**

Nature and purpose
Securities premium is used to record the premium on issue of shares. The amount can be utilised only for limited purposes such as issuance of bonus shares, etc. in accordance with the provisions of the Companies Act, 2013.

16C Debenture redemption reserve

At 1 April 2018	1,667
Debenture redemption reserve created during the year	776
At 31 March 2019	**2,443**
Debenture redemption reserve transferred to retained earnings during the year	(1,681)
At 31 March 2020	**762**

Nature and purpose

As per amendments in Companies (Share capital and Debentures) Rules, 2014 the requirement of listed Companies to create Debenture redemption reserve has been removed.

16D Hedging Reserve

At 1 April 2018	-
At 31 March 2019	**-**
Movement in hedge reserve (refer note 39)	(847)
At 31 March 2020	**(847)**

Nature and purpose

The Company uses hedging instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. For hedging foreign currency and interest rate risk, the Company uses foreign currency forward contracts, cross currency swaps, foreign currency option contracts and interest rate swaps. To the extent these hedges are effective, the change in fair value of the hedging instrument is recognised in the cash flow hedging reserve. Amounts recognised in the cash flow hedging reserve is reclassified to the statement of profit or loss when the hedged item affects profit or loss (principal & interest payments).

16E Share based payment reserve

At 1 April 2018	1,027
Expense for the year	305
Amount against stock options relating to subsidiary (refer note 35)	11
Amount utilised on exercise of stock options	(257)
At 31 March 2019	**1,086**
Expense for the year	202
Amount against stock options relating to subsidiary (refer note 35)	5
Amount transferred to retained earnings on forfeiture of vested options	(132)
At 31 March 2020	**1,161**

Nature and purpose

The share options based payment reserve is used to recognise the grant date fair value of options issued to employees under employee stock option plan.

16F Retained earnings

At 1 April 2018	721
Profit for the year	54
Re-measurement losses on defined benefit plans (net of tax)	1
Appropriation for debenture redemption reserve	(776)
At 31 March 2019	**-**
Loss for the year	(2,619)
Re-measurement losses on defined benefit plans (net of tax)	(7)
Amount transferred from share based payment reserve on forfeiture of vested options	132
Debenture redemption reserve released on account of repayment of debentures	1,681
At 31 March 2020	**(813)**

17 Long-term borrowings	**Nominal interest rate %**	**Maturity**	**Non-current**		**Current**	
			31 March 2020	**31 March 2019**	**31 March 2020**	**31 March 2019**
Non Convertible Debentures (secured) (NCDs)	9.18% - 13.01%	February 2021 - July 2025	6,414	24,194	5,057	1,994
Acceptances (unsecured)			-	4,904	-	-
Term loan from bank (secured)	7.35% - 10.15%	March 2021 - December 2021	1,308	14,252	3,739	32
Term loan from financial institutions (secured)	10.50%	December 2021	2,884	-	85	-
Listed senior secured notes	6.34% - 7.18%	September 2022 - March 2027	56,037	-	-	-
Compulsorily convertible preference shares treated as financial liability as per Ind AS 109	15.02%	June 2022	23,200	-	-	-
Total long-term borrowings			**89,843**	**43,350**	**8,881**	**2,026**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 23)			-	-	(8,881)	(2,026)
			89,843	**43,350**	**-**	**-**

Notes:

Details of Security

Non convertible debentures (secured)

Non-convertible debentures specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective projects.

Non-convertible debentures not specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts, excluding charge on project assets and further secured by pledge over equity shares of certain subsidiaries and step down subsidiaries.

The details of non convertible debentures (secured) are as below:

Debenture Series	**Face value per NCD**	**Nos. of NCDs Oustst anding as at 31 March 2020**	**Nos. of NCDs Oustst anding as at 31 March 2019**	**Ouststanding Amount as at 31 March 2020**	**Ouststanding Amount as at 31 March 2019**	**Nominal interest rate %**	**Earliest Redemption Date**	**Terms of repayment**
Not applicable (Unlisted)	1,000,000	3,210	3,210	3,210	3,210	9.45%	30-Jul-25	Bullet
Not applicable (Unlisted)	1,000,000	1,210	1,210	1,210	1,210	9.18%	30-Nov-22	Bullet
Not applicable (Unlisted)	1,000,000	2,000	2,000	2,000	2,000	11.96%	28-Sep-22	Bullet
Not applicable (Listed)	1,000,000	5,060	10,000	5,060	10,000	12.75%	26-Feb-21	Bullet
Not applicable (Unlisted)	1,000,000	-	5,000	-	5,000	10.40%	N/A	N/A
Not applicable (Unlisted)	1,000,000	-	2,835	-	2,835	11.00%	N/A	N/A
Series 3 (Unlisted)	1,000,000	-	1,000	-	1,000	12.68%	N/A	N/A
Series 6 (Unlisted)	1,000,000	-	1,000	-	1,000	13.01%	N/A	N/A
Total				**11,480**	**26,255**			

Term loan in Indian rupees from banks (Secured)

Term loans specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective projects.

Term loans not specific to projects is to be exclusively secured by hypothecation of loans and advances and book debts and it has to be further secured by pledge over 51% shares, compulsorily convertible debentures and other equity like instruments of one direct subsidiary.

Term loan in Indian rupees from financial institutions (Secured)

Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the company.

Listed senior secured notes

Secured by way of exclusive mortgage over immovable properties and exclusive charge by way of hypothecation of tangible and intangible movable assets. Further secured by way of hypothecation over rights and benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the company. Secondary Charge over the account receivables, book debts and cash flows.

Compulsorily convertible preference shares (CCPS) treated as financial liability as per Ind AS 109

On 27 June 2019, the Company has issued 49,184,611 number of Compulsory Convertible Preference Shares (Series A) amounting to INR 20,903 :

Name of Allottee	Number of shares alloted	Face value	Amount received	Balance as at 31 March 2020
GS Wyvern Holding Limited	16,395,294	425	6,968	7,734
Green Rock B 2014 Limited (acting in its capacity as trustee of Green Stone A 2014 Trust)	16,318,729	425	6,935	7,698
Canada Pension Plan Investment Board	16,470,588	425	7,000	7,769
Total	**49,184,611**		**20,903**	**23,200**

Each Series A CCPS are non-cumulative and shall be entitled to a preferred rate of dividend of 0.0001% over the Equity Shares of the Company. These CCPS carry a yield of 15.02%. These are mandatorily convertible upon the occurrence of the earliest of certain events as enumerated in terms specified in board resolution passed for issuance of CCPS but no later than 3 years from the date of allotment. Conversion shall occur at conversion price which will be computed in the manner as terms specified in board resolution passed for issuance of CCPS on the date of conversion. Series A CCPS do not meet the criteria of conversion into fixed number of equity shares given conversion price is not currently assertainable, accordingly these CCPS have been recorded as financial liability and carried at amortized cost.

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18 Lease liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Non-current		
Lease liabilities (refer note 34)	192	-
Total	**192**	**-**
Current		
Lease liabilities (refer note 34)	123	-
Total	**123**	**-**

19 Long-Term Provisions	**As at 31 March 2020**	**As at 31 March 2019**
Provision for gratuity (refer note 33)	82	58
Total	**82**	**58**

20 Other non-current liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	306	284
Total	**306**	**284**

21 Short term borrowings	**As at 31 March 2020**	**As at 31 March 2019**
Working capital term loan (secured)	2,000	4,469
Acceptances (unsecured)	159	-
Loan from related party (unsecured) (refer note 35)	52,868	27,440
Total	**55,027**	**31,909**

Working capital term loan (secured)

The term loan from bank carries interest @ 9.90% to 12% p.a. The same is repayable with a bullet payment at the end of the tenure i.e. 90-365 days. It is secured by first charge by way of hypothecation entire movable properties of the borrower, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, intangible assets, goodwill, uncalled up capital except project assets.

Loan from related party (unsecured)

Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

22 Trade payables	**As at 31 March 2020**	**As at 31 March 2019**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 46)	-	-
Others*	1,105	984
Total	**1,105**	**984**

*Refer note 35 for amount payable to related parties.

23 Other current financial liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (refer note 17)	8,881	2,026
Others		
Interest accrued but not due on borrowings	3,305	1,053
Interest accrued but not due on debentures	191	313
Capital creditors	1,345	784
Advance received for sale of redeemable non-cumulative preference shares (refer note 35)	1,100	1,270
Purchase consideration payable	304	304
Other payables	58	-
Total	**15,184**	**5,750**

24 Other current liabilities	**As at 31 March 2020**	**As at 31 March 2019**
Provision for operation and maintenance equalisation	27	39
Other payables		
TDS payable	363	213
ESI Payable	0	-
GST payable	258	180
Labour welfare fund payable	1	0
Provident fund payable	13	11
Total	**662**	**443**

25 Short-term provisions	**As at 31 March 2020**	**As at 31 March 2019**
Provision for gratuity (refer note 33)	3	2
Provision for compensated absences	70	55
Total	**73**	**57**

26 Revenue from operations

	For the year ended 31 March 2020	For the year ended 31 March 2019
Income from contract with customers		
Sale of power	3,855	2,925
Sale of services - management shared services	2,273	2,034
Total	**6,128**	**4,959**

27 Other income

	For the year ended 31 March 2020	For the year ended 31 March 2019
Interest income accounted at amortised cost		
- on fixed deposit with banks	850	341
- on loan to related parties (refer note 35)	4,494	2,730
- on loan to fellow subsidiaries - redeemable non cumulative preference shares (refer note 35)	1,395	119
- others	6	6
Government grant		
- generation based incentive	265	269
Compensation for loss of revenue	-	70
Gain on fair value change of mutual fund (including realised gain)	-	50
Miscellaneous income	9	-
Total	**7,019**	**3,585**

28 Employee benefits expense

	For the year ended 31 March 2020	For the year ended 31 March 2019
Salaries, wages and bonus	1,336	1,019
Contribution to provident and other funds	74	51
Share based payments (refer note 36)	195	277
Gratuity expense (refer note 33)	23	17
Staff Welfare Expenses	100	59
Total	**1,728**	**1,423**

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29 Other expenses	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Legal and professional fees	161	390
Corporate social responsibility (refer note 38)	11	11
Travelling and conveyance	76	82
Rent	3	96
Printing and stationery	1	2
Management shared services	78	241
Rates and taxes	48	9
Payment to auditors *	6	33
Insurance	33	9
Operation and maintenance	262	112
Repair and maintenance		
- plant and machinery	14	11
Loss on sale of property plant & equipment and capital work in progress (net)	0	3
Advertising and sales promotion	44	44
Security charges	11	6
Communication costs	26	36
Amortization of option premium	214	-
Miscellaneous expenses	67	43
Total	**1,055**	**1,128**

***Payment to Auditors**	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
As auditor:		
Audit fee	3	3
Limited review	1	1
In other capacity:		
Certification fees	1	3
Other services #	17	41
Reimbursement of expenses	1	2
	23	**50**
Less: Other services transferred to unamortised ancillary cost of borrowings	(14)	-
Less: Reimbursement of expenses transferred to unamortised ancillary cost of borrowings	(1)	-
Less: Fees for other services pertaining to other subsidiaries (refer note 35)	(2)	(16)
Less: Reimbursement of expenses pertaining to subsidiaries (refer note 35)	(0)	(1)
	6	**33**

# includes services received for capital market transactions.

30 Depreciation and amortization expense	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Depreciation of property, plant & equipment (refer note 4)	1,060	701
Amortisation of intangible assets (refer note 5)	24	20
Depreciation of right of use assets (refer note 5A)	113	-
Total	**1,197**	**721**

31 Finance costs

	For the year ended 31 March 2020	For the year ended 31 March 2019
Interest expense on		
- term loans	1,346	1,301
- loan from related party (refer note 35)	3,238	918
- acceptance	341	-
- on working capital demand loan	396	330
- listed senior secured notes	1,193	-
- debentures	2,256	2,832
- leases	36	-
- compulsorily convertible preference shares	2,285	-
- commercial papers	11	239
Bank charges	44	80
Unamortised ancillary borrowing cost written off*	127	6
Total	**11,273**	**5,706**

* Represents transaction cost on long term borrowings charged to statement of profit & loss on account of derecognition due to substantial modification.

32 Earnings per share (EPS)

The following reflects the profit and share data used for the basic and diluted EPS computations:

		For the year ended 31 March 2020	For the year ended 31 March 2019
Profit attributable to equity holders for basic earnings		(2,619)	54
Net profit/(loss) for calculation of basic EPS		(2,619)	54
Weighted average number of equity shares for calculating basic EPS		459,201,195	379,797,836
Basic earnings per share		(5.70)	0.14
Net profit/(loss) for calculation of diluted EPS		(2,619)	54
Weighted average number of equity shares for calculating diluted EPS		459,201,195	385,804,858
Diluted earnings per share*		(5.70)	0.14
		No. of shares	**No. of shares**
Weighted average number of equity shares in calculating basic EPS	(a)	379,924,556	379,797,836
Effect of dilution in calculating basic EPS and diluted EPS			
Compulsorily convertible preference shares	(b)	79,276,639	-
Weighted average number of equity shares in calculating basic EPS	**(c) = (a) + (b)**	**459,201,195**	**379,797,836**
Effect of dilution in calculating diluted EPS			
Convertible equity for employee stock option plan	(d)	4,866,286	6,007,022
Weighted average number of equity shares in calculating diluted EPS	**(e) = (c) + (d)**	**464,067,481**	**385,804,858**

* Since the effect of conversion of employee stock option plan was anti-dilutive in the current year, it has not been considered for the purpose of computing Diluted EPS.

33 Gratuity and other post-employment benefit plans

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Company has no obligation, other than the contribution payable to the provident fund.

The Company has a defined benefit gratuity plan. Gratuity is computed as 15 days salary, for every completed year of service or part thereof in excess of 6 months and is payable on retirement/termination/resignation. The benefit vests on the employees after completion of 5 years of service. The Gratuity liability has not been externally funded. Company makes provision of such gratuity liability in the books of accounts on the basis of actuarial valuation as per the projected unit credit method.

The following tables summarize the components of net benefit expense recognized in the statement of profit and loss and the unfunded status and amounts recognized in the balance sheet for the Gratuity.

Statement of profit and loss

Net employees benefit expense recognised in employee cost	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Current service cost	19	14
Interest cost on benefit obligation	5	3
Net expense recognised in profit & loss	**24**	**17**
Net expense/(income) recognised in other comprehensive income	11	(2)

Balance Sheet

Benefit liability	**As at 31 March 2020**	**As at 31 March 2019**
Present value of unfunded obligation	85	60
Net liability	85	60

	As at 31 March 2020	**As at 31 March 2019**
Changes in the present value of the defined benefit obligation		
Opening defined benefit obligation	60	9
Current service cost	19	14
Interest cost	5	3
Benefits paid	(10)	(0)
Remeasurements during the year due to:		
- Experience adjustments	2	(2)
- Change in financial assumptions	9	-
- Change in demographic assumptions	-	(0)
Liabilities settled/assumed *	-	36
Closing defined benefit obligation	85	60

Since the entire amount of plan obligation is unfunded therefore changes in fair value of plan assets, categories of plan assets as a percentage of the fair value of total plan assets and Company's expected contribution to the plan assets for the next period is not given.

* Liability transferred on account of transfer of certain employees from ReNew Power Services Private Limited.

The principal assumptions used in determining gratuity obligations	**As at 31 March 2020**	**As at 31 March 2019**
Discount rate	6.85%	7.75%
Salary escalation	10.00%	10.00%

The estimates of future salary increases considered in actuarial valuation take account of inflation, total amount of inflation, seniority, promotion and other relevant factors, such as supply and demand in the employment market.

The Company regularly assesses these assumptions with the projected long-term plans and prevalent industry standards. The impact of sensitivity due to changes in the significant actuarial assumptions on the defined benefit obligations is given in the table below:

Particulars	**Change in assumptions**	**As at 31 March 2020**	**As at 31 March 2019**
Discount rate	+ 0.5%	91	57
	- 0.5%	80	67
Salary escalation	+ 0.5%	90	63
	- 0.5%	80	58

The sensitivity analysis above has been determined based on a method that extrapolates the impact on defined benefit obligation as a result of reasonable changes in key assumptions occurring at the end of the reporting year.

Projected plan cash flow:

The table below shows the expected cash flow profile of the benefits to be paid to the current membership of the plan based on past service of the employees as at the valuation date

Maturity Profile	**As at 31 March 2020**	**As at 31 March 2019**
Within next 12 months	3	2
From 2 to 5 years	22	16
From 6 to 9 years	25	20
10 years and beyond	183	152

The weighted average duration to the payment of these cash flows is 12.26 years (31 March 2019: 11.89 years).

Risk analysis
The Company is exposed to a number of risks in the defined benefit plans. Most significant risks pertaining to defined benefits plans and management estimation of the impact of these risks are as follows:

· Inflation risk: Currently the Company has not funded the defined benefit plans. Therefore, the Company will have to bear the entire increase in liability on account of inflation.

· Longevity risk/life expectancy: The present value of the defined benefit plan liability is calculated by reference to the best estimate of the mortality of plan participants both during and at the end of the employment. An increase in the life expectancy of the plan participants will increase the plan liability.

· Salary growth risk: The present value of the defined benefit plan liability is calculated by reference to the future salaries of plan participants. An increase in the salary of the plan participants will increase the plan liability.

Defined contribution plan:	**For the year ended 31 March 2020**	**For the year ended 31 March 2019**
Contribution to provident fund & other fund charged to statement of profit & loss*	74	56

*This amount is inclusive of amount capitalized in different projects.

34 Leases

As per Ind AS 17 applicable till period ended 31 March 2019
The Company has entered into commercial property lease for its offices. The lease have non-cancellable commitment period which has remaining term of 5 years. The Company has the option, under some of its leases, to lease the assets for additional terms of upto three years.

Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows:

Particulars	**For the year ended 31 March 2019**
Within one year	110
After one year but not more than five years	330

As per Ind AS 116 applicable from 1 April 2019
The Company has entered into leases for its offices and leasehold lands. Lease of offices and lands generally have lease terms of 5 to 17 years.
The Company also has certain leases of regional offices and office equipment with lease terms of 12 months or less and lease of office equipments with low value. The Company applies the ‘short-term lease’ and ‘lease of low-value assets’ recognition exemptions for these leases.

The weighted average incremental borrowing rate applied to lease liabilities recognised in the balance sheet at the date of initial application is 10.40%.

Set out below are the carrying amounts of lease liabilities and the movements during the period:

Particulars	**For the year ended 31 March 2020**
As at 1 April 2019 on account of adoption of Ind AS 116	385
Additions	10
Accretion of interest	37
Payments	(117)
Balance as on 31 March 2020	**315**

Refer note 3.2(a) for approach followed by the Company for transition to Ind AS 116.

The lease liabilities as at 1 April 2019 can be reconciled to the operating lease commitments as of 31 March 2019, as follows:

Operating lease commitments as at 31 March 2019	440
Weighted average incremental borrowing rate as at 1 April 2019	10.40%
Discounted operating lease commitments as at 1 April 2019	366
Add: Lease liabilities of lease hold land and regional office not considered in operating lease commitment	19
Lease liabilities as at 1 April 2019	**385**

a) There are no restrictions or covenants imposed by leases.
b) Refer note 29 for rental expense recorded for short-term leases and low value leases for the year ended 31 March 2020.
c) There are no amounts payable toward variable lease expense recognised for the year ended 31 March 2020.
d) The maturity analysis of lease liabilities are disclosed in note 42.
e) There are no leases which have not yet commenced to which the lessee is committed (if any).

35 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. Subsidiaries

ReNew Wind Energy (AP 3) Private Limited
ReNew Solar Power Private Limited
ReNew Wind Energy (MP) Private Limited
ReNew Wind Energy (Varekarwadi) Private limited
ReNew Wind Energy Delhi Private limited
ReNew Wind Energy (Jamb) Private Limited
ReNew Wind Energy (Devgarh) Private limited
ReNew Wind Energy (AP) Private Limited
ReNew Wind energy (Vaspet 5) Private Limited
Narmada Wind Energy Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Jath) limited
ReNew Wind energy (Karnataka Two) Private Limited
Abaha Wind Energy Developers Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (TN) Private Limited
ReNew Wind Energy (MP One) Private Limited
ReNew Wind Energy (Shivpur) Private limited
ReNew Wind Energy (Karnataka) Private limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Rajasthan 3) Private Limited
Bidwal Renewable Private Limited
Kanak Renewables Limited
Rajat Renewables Limited
Pugalur Renewable Private Limited
ReNew Wind energy (Rajasthan 2) Private Limited
ReNew Wind Energy (MP Two) Private Limited
ReNew Wind Energy (Jath Three) Private Limited
ReNew Wind energy (AP2) private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (AP 4) Private Limited
ReNew Wind Energy (Welturi) Private limited
ReNew Wind Energy (Rajkot) Private limited
ReNew Wind Energy (Jadeswar) Private limited
Helios Infratech Private Limited
Shruti Power Projects Private Limited
ReNew Power Singapore PTE Limited
ReNew Vayu Urja Private Limited (formerly known as KCT Renewable Energy Private Limited)
Molagavalli ReNewable Private Limited
ReNew Power Services Private Limited
Zemira Renewable Energy Limited
ReNew Transmission Ventures Private Limited
ReNew Americas Inc (incorporated w.e.f. 9 July 2018)
ReNew Power International Limited (incorporated w.e.f. 15 October 2018)
ReNew Vyoman Power Private Limited (incorporated w.e.f. 7 January 2020)
ReNew Vyoman Energy Private Limited (incorporated w.e.f. 7 January 2020)
ReNew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Rajasthan) Private limited
ReNew Services Private Limited (incorporated w.e.f. 20 April 2019)
ReNew Vyan Shakti Private Limited (incorporated w.e.f. 4 February 2020)

II. Step down subsidiaries

Bhumi Prakash Private Limited
ReNew Distributed Solar Energy Private Limited
ReNew Distributed Solar Services Private Limited
ReNew Distributed Solar Power Private Limited
ReNew Surya Mitra Private Limited
ReNew Surya Prakash Private Limited
ReNew Saur Vidyut Private Limited
ReNew Wind Energy (MP Four) Private limited
ReNew Solar Daylight Energy Private Limited
ReNew Solar Sun Flame Private Limited
ReNew Wind Energy (TN 2) Private Limited
ReNew Akshay Urja Limited
ReNew Solar Energy (Jharkhand One)Private Limited
ReNew Solar Energy (Jharkhand Three)Private Limited
ReNew Solar Energy (Jharkhand Four) Private Limited
ReNew Solar Energy (Jharkhand Five) Private Limited
ReNew Wind energy (Budh 3) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Rajasthan four) Private limited
ReNew Clean Energy Private limited
ReNew Wind Energy (AP Five) Private limited
ReNew Solar Energy (TN) Private Limited
Tarun Kiran Bhoomi Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
ReNew Wind Energy (Maharashtra) Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Three) Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Services Private Limited
ReNew Saur Shakti Private Limited
ReNew Mega Solar Power Private Limited
ReNew Agni Power Private limited
Lexicon Vanijya Private Limited
Symphony Vyapaar Private Limited
Star Solar Power Private Limited
Sungold Energy Private Limited
Nokor Bhoomi Private Limited
Vivasvat Solar Energy Private Limited
Nokor Solar Energy Private Limited
Akhilagya Solar Energy Private Limited
Abha Sunlight Private Limited
Izra Solar Energy Private Limited
Greenyana Sunstream Private Limited (acquired w.e.f. 13 August 2019)
Zorya Solar Energy Private Limited
Adyah Solar Energy Private Limited
Ostro Energy Private Limited
Ostro Jaisalmer Private Limited
Ostro Renewables Private Limited
Ostro Urja Wind Private Limited
Ostro Dakshin Power Private Limited
Ostro Raj Wind Private Limited
Ostro Rann Wind Private Limited
Ostro Dhar Wind Private Limited
Ostro Bhesada Wind Private Limited
Ostro Alpha Wind Private Limited
Ostro Kannada Power Private Limited
Ostro Andhra Wind Private Limited
Ostro AP Wind Private Limited
Ostro Madhya Wind Private Limited
Ostro Kutch Wind Private Limited
Badoni Power Private Limited
AVP Powerinfra Private Limited
Ostro Anantapur Private Limited
Ostro Mahawind Power Private Limited
Zorya Distributed Power Services Private Limited (incorporated w.e.f. 20 November 2018)
Auxo Solar Energy Private Limited (incorporated w.e.f. 8 June 2018)
ReNew Clean Tech Private Limited (incorporated w.e.f. 28 January 2019)
ReNew Sun Ability Private Limited (incorporated w.e.f. 20 February 2019)
ReNew Sun Bright Private Limited (incorporated w.e.f. 29 March 2019)
ReNew Sun Flash Private Limited (incorporated w.e.f. 14 March 2019)
ReNew Sun Energy Private Limited (incorporated w.e.f. 29 March 2019)
Auxo Sunlight Private Limited (incorporated w.e.f. 26 March 2019)
ReNew Mega Light Private Limited (incorporated w.e.f. 28 March 2019)
ReNew Sun Waves Private Limited (incorporated w.e.f. 14 March 2019)
ReNew Green Solutions Private Limited (incorporated w.e.f. 22 August 2019)
ReNew Mega Spark Private Limited (incorporated w.e.f. 20 June 2019)
ReNew Surya Roshni Private Limited (incorporated w.e.f. 12 February 2020)
ReNew Sun Power Private Limited (incorporated w.e.f. 6 May 2019)
ReNew Surya Ojas Private Limited (incorporated w.e.f. 19 November 2019)
ReNew Green Power Private Limited (incorporated w.e.f. 12 September 2019)
Prathamesh Solarfarms Limited (w.e.f. 30 January 2019) #
ReNew Green Energy Private Limited (incorporated w.e.f. 4 July 2019)
ReNew Mega Urja Private Limited (incorporated w.e.f. 21 June 2019)
ReNew Mega Green Private Limited (incorporated w.e.f. 5 July 2019)
Shekhawati Solar Park Private Limited (acquired w.e.f. 3 December 2019)
ReNew Solar Urja Private Limited (incorporated w.e.f. 19 November 2019)
ReNew Surya Vihaan Private Limited (incorporated w.e.f. 13 February 2020)
ReNew Energy Services Private Limited (formerly known as Sun Source Energy Services Private Limited)

III. Entities under joint control

Heramba Renewables Limited
Abha Solarfarms Limited
Shreyas Solarfarms Limited
Aalok Solarfarms Limited
Prathamesh Solarfarms Limited (ceased w.e.f. 30 January 2019) #

# Investment purchased from Joint Venture partners and converted as step subsidiary from the date mentioned

IV. Key management personnel (KMPs) and relatives of KMPs:

Mr. Sumant Sinha, Chairman and Managing Director
Mr. Ravi Seth, Chief Financial Officer (till 2 September 2019)
Mr. D Muthukumaran, Chief Financial Officer (from 3 September 2019)
Mr. Ashish Jain, Company Secretary and Compliance Officer
Mr. Parag Sharma, Chief Operating Officer and head of solar business (from 26 April 2018 till 1 November 2019)
Mr. Balram Mehta, President of wind business (till 8 November 2019)
Mr. Ravi Parmeshwar, Chief Human Resource Officer (till 8 November 2019)
Mrs. Vaishali Nigam Sinha, CSR and Communication Officer (relative of KMP)

V. Enterprise owned or significantly influenced by key management personnel or their relatives:

Cognisa Investment
Wisemore Advisory Private Limited
ReNew Foundation

b) Related Party transactions and balances outstanding:

	for the year ended 31st March 2020		for the year ended 31st March 2019	
	Expenses made	**Management Shared Services #**	**Expenses made**	**Management Shared Services #**
a. Management shared services received and expenses incurred on behalf of the Company by related parties:	10	78	110	284

# ReNew Power Service Private Limited and Ostro Energy Private Limited has charged certain common expenses to its group companies on the basis of its best estimate expenses incurred for each of its group companies and recovered the said expenses in the form of "Management Shared Services". The Management believes that the method adopted is most appropriate basis for recovering of such common expenses.

	31st March 2020	31st March 2019
	Trade Payable	**Trade Payable**
Outstanding balance	100	336

	for the year ended 31st March 2020			for the year ended 31st March 2019		
	Expenses on Behalf	**Management Shared Services***	**Reimbursement Of Expenses**	**Expenses on Behalf**	**Management Shared Services***	**Reimbursement Of Expenses**
b. Rendering of management shared services, reimbursement of expenses and expenses incurred on behalf of various subsidiaries by the Company:-	215	2,682	329	795	2,401	270

* Inclusive of service tax and GST of INR 409 (31 March 2019: INR 366)

	for the year ended 31st March 2020		for the year ended 31st March 2019	
	Sale of Consumables	**Purchase of Consumables**	**Sale of Consumables**	**Purchase of Consumables**
Consumable purchase and Consumable sale by the Company from related parties during the period	1	14	-	-

	for the year ended 31st March 2020		31st March 2020	for the year ended 31st March 2019		31st March 2019
	Fixed assets sold	**Fixed Assets Purchased**	**Capital Creditors**	**Fixed assets sold**	**Fixed Assets Purchased**	**Capital Creditors**
Fixed Asset purchased and fixed asset sold by the Company from related parties during the period/year and outstanding balance thereof	7	1	1	1	1	1

	31st March 2020		31st March 2019	
	Trade Receivable	**Recoverable from Related Parties**	**Trade Receivable**	**Recoverable from Related Parties**
Balance reoverable as at the year end from various subsidiaries	3,552	1,581	3,245	1,157

	for the year ended 31st March 2020			for the year ended 31st March 2019		
	Expenses on Behalf	**Management Shared Services**	**Reimbursement Of Expenses**	**Expenses on Behalf**	**Management Shared Services**	**Reimbursement Of Expenses**
Rendering of management shared services, reimbursement of expenses and expenses incurred on behalf of various jointly controlled entities by the Company:-	0	-	-	3	-	-

	31st March 2020		31st March 2019	
	Trade Receivable	**Recoverable from Related Parties**	**Trade Receivable**	**Recoverable from Related Parties**
Balance reoverable as at the year end from various jointly controlled entities	-	3	-	3

c. Investment made in subsidiaries

Particulars	for the year ended 31st March 2020	for the year ended 31st March 2019
Investment in Equity Shares	5,534	2,624
Deemed Investment- Share based Payment	5	11
Investment in Compulsorily Convertible Preference Shares	561	-
Investment in Optionally Convertible Redeemable Preference Shares	5,846	2,700
Investment in Redeemable Preference Shares	-	1,147
Total	**11,945**	**6,482**

	for the year ended 31st March 2020	for the year ended 31st March 2019
Sale of Investment of redeemable non-cumulative preference shares in ReNew Power Services Private Limited:	450	828

	31st March 2020	31st March 2019
Advance received for sale of redeemable non-cumulative preference shares and oustanding as at the year ended:	1,100	1,270

	31st March 2020	31st March 2019
Advance paid for purchase of redeemable non-cumulative preference shares and oustanding as at the year ended:	668	-

d. Share Application money paid to, refunded by subsidiaries during the year and outstanding balance therof:-

	for the year ended 31st March 2020	for the year ended 31st March 2019
Share Application money paid to subsidiaries during the year	10,974	8,305

	for the year ended 31st March 2020	for the year ended 31st March 2019
Share Application money refunded by subsidiaries during the year	382	486

	31st March 2020	31st March 2019
Share Application Money Pending Allotment	-	1,348

	for the year ended 31st March 2020			31st March 2020	
	Loan Taken	Repayment Made	Interest Expenses*	Loan Outstanding	Interest accrued
e. Loans Taken & Repayment thereof and balances outstanding to various subsidiaries	41,526	16,111	3,223	52,678	2,808

* Amount does not include interest amounting Nil (31 March 2019: 103), which has been waived off by the related party.

	for the year ended 31st March 2020			for the year ended 31st March 2020	
	Loan Taken	Repayment Made	Interest Expenses	Loan Outstanding	Interest accrued
Loans Taken & Repayment thereof and balances outstanding to various jointly controlled entities	43	30	15	190	15

	for the year ended 31st March 2019			31st March 2019	
	Loan Taken	Repayment Made	Interest Expenses	Loan Outstanding	Interest accrued
Loans Taken & Repayment thereof and balances outstanding to various subsidiaries	34,758	8,931	916	27,264	1,019

	for the year ended 31st March 2019			for the year ended 31st March 2019	
	Loan Taken	Repayment Made	Interest Expenses	Loan Outstanding	Interest accrued
Loans Taken & Repayment thereof and balances outstanding to various jointly controlled entities	210	33	2	177	2

	for the year ended 31st March 2020			31st March 2020	
	Loan given	Repayment received	Interest income	Loan outstanding	Accrued interest
f. Loans given & repayment thereof and balances outstanding	88,506	49,421	4,494	79,959	7,077

	for the year ended 31st March 2019			31st March 2019	
	Loan given	Repayment received	Interest income	Loan outstanding	Accrued interest
Loans given & repayment thereof and balances outstanding	65,659	49,104	2,730	40,874	3,248

g. Transactions and balances with Enterprises owned are significantly influenced by key management personnel or their relatives

	31 March 2020		31 March 2019	
	Interest income	**Loan outstanding**	**Interest income**	**Loan outstanding**
Transactions and balances with subsidiaries on interest on loan (redeemable non cumulative preference shares)	1,395	14,582	119	23,320

Remuneration to key managerial personnel (KMP) and relatives of KMPs:	**for the year ended 31st March 2020**	**for the year ended 31st March 2019**
Remuneration to key managerial personnel and relatives of KMPs	413	454

Above remuneration includes share based payment of INR 179 (31 March 2019: INR 241) and gratuity and leave encashment expense of INR 15 (31 March 2019 INR 17).

h. The Company’s credit facilities have been used by its subsidiaries for the purpose of issuing bank guarantees/letter of credits.

i. The Company has pledged the certain securities held in subsidiary companies with Banks and Financial institutions as security for financial facilities obtained by subsidiary companies.

	for the year ended 31st March 2020	**for the year ended 31st March 2019**
j. Contribution for CSR activities made to ReNew Foundation during the year ended at:	3	0

k. The Company has given corporate guarantee against loan taken by various subsidiaries. The details are as follows.

31 March 2020	**31 March 2019**
152,371	119,840

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36 Share Based Payment

The Company has five share-based payment schemes for its employees:
2018 Stock Option Plan, 2017 Stock Option Plan, 2016 Stock Option Plan, 2014 Stock Option Plan and 2011 Stock Option Plan ('Group Stock Option Plans') approved by the board. According to the ESOP schemes, the employee selected by the compensation committee from time to time will be entitled to options as per grant letter issued by the committee, subject to satisfaction of prescribed vesting conditions.

The relevant terms of the ESOP schemes are as below:

Plans	**2018 Stock Option Plan Modified**	**2018 Stock Option Plan**	**2017 Stock Option Plan**	**2016 Stock Option Plan**	**2014 Stock Option Plan**	**2011 Stock Option Plan**
Grant Date	16-Aug-19	Multiple	Multiple	Multiple	Multiple	Multiple
Vesting period	Grants will vest in 5 years on quarterly basis which shall commence one year after the date of grant of options	**Time Linked Vesting**: 50 % of grants will vest in 5 years as follows: i) One year from the date of grant, the Options for the first four quarters shall vest immediately. ii) Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant. **2018 Stock Option Plan (modified):** Grants will vest in 5 years on quarterly basis which shall commence one year after the date of grant of options.	**Time Linked Vesting:** 50 % of grants will vest in 5 years as follows: i) One year from the date of grant, the Options for the first four quarters shall vest immediately. ii) Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant.	**Time Linked Vesting:** 5 years on quarterly basis effective from 1 December 2015 on completion of one year from the date of grant, the Options for the first seven quarters shall vest immediately. Thereafter, vesting will continue on quarterly basis for the unvested Options commencing from 1 December 2017. **Performance linked vesting:** The Options shall vest annually and shall be prorated over a period of 3 years from the date of grant and shall be subject to the EBITDA achieved by the Company for the last completed financial year. The vesting of the Options shall take place at the end of the first anniversary of the date of grant ("Vesting Date") and thereafter on 31 March 2018 and 31 March 2019 or at a later date when the audited financial statements of the Company are available.	**Time Linked Vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option	**Time Linked Vesting:** 5 years from the grant date
Exercise period	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting
Exercise price / Fair value on the date of grant	INR 400	INR 415	INR 340	INR 205	INR 100 or 131	INR 100
Settlement type	Equity Settled	Equity Settled	Equity Settled	Equity Settled	Equity Settled	Equity Settled

The details of options outstanding under the ESOP schemes are summarized below:

Particulars	**No of options (in million)**	
	2019-20	**2018-19**
Outstanding at the beginning of the year	19	21
Granted during the year	1	1
Forfeited during the year	2	0
Repurchase during the year	-	-
Exercised during the year	-	3
Outstanding at the end of the year	18	19
Exercisable at the end of the year	9	9

- The weighted average exercise price of these options outstanding was INR 280 for the year ended 31 March 2020 (31 March 2019: INR 258).
- The weighted average exercise price of these options granted during the year was INR 400 for the year ended 31 March 2020 (31 March 2019: INR 415)
- There are no options exercised during the current year. The weighted average exercise price of options exercised during 31 March 2019 was INR 100.
- The weighted average exercise price of these options forfeited during the year was INR 172 for the year ended 31 March 2020 (31 March 2019: INR 226).
- The weighted average exercise price of excercisable options was INR 206 for the year ended 31 March 2020 (31 March 2019: INR 178).

Particulars	**2019-20***	**2018-19***
Dividend yield (%)	2.9%	1.5%
Expected volatility (%)	23%	15%
Risk–free interest rate (%)	6.53%	7.70% - 8.12%
Weighted average remaining contractual life	6.30 years	6.86 years
Weighted average remaining contractual life of options granted	9.37 years	9.47 years

The fair value of share options granted is estimated at the date of grant using an appropriate valuation model, taking into account the terms and conditions upon which the share options were granted.

37 Segment Information

The Chairman and Managing Director of ReNew Power Limited takes decision in respect of allocation of resources and assesses the performance basis the report/ information provided by functional heads and are thus considered to be Chief Operating Decision Maker.
The Company is in the business of development and operation of wind and solar power plant. Considering the nature of Company's business and operation, there are no separate reportable segments (business and/ or geographical) in accordance with the requirements of Ind AS 108 'Operating segment' and hence, there are no additional disclosures to be provided other than those already provided in the financial statements.

The Revenues from four major customers amounts to INR 3,848 (three major customers in year ended 31 March 2019: INR 2,917) each of which contributes more than 10% of the total revenue of the Company.

38 Corporate social responsibility expenditure

As per Section 135 of the Companies Act, 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on corporate social responsibility (CSR) activities. The areas for CSR activities are as follows :-

1) Sanitation & making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para –vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.
7) Sports Training- Sports training camps in community
8) Education facility improvement- Construction of Solar power plant in schools

A CSR committee has been formed by the Company as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the Company during the year is INR 8 (31 March 2019: INR 11).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / Acquisition of any asset	-	-	-
Other activities	10	1	11
Total	**10**	**1**	**11**
Previous year*			
Construction / Acquisition of any asset	3	3	6
Other activities	5	0	5
Total	**8**	**3**	**11**

* The amount yet to be paid in previous year has been subsequently paid in current year.

39 Hedging activities and derivatives

Derivatives designated as hedging instruments

The Company uses certain types of derivative financial instruments (viz. Forwards Contracts, Swaps, Call Options, Call Spreads) to manage/mitigate their exposure to foreign exchange and interest risk. Further, the entity designates such derivative financial instruments (or its components) as hedging instruments for hedging the exchange rate fluctuation and interest risk attributable to either a recognised item or a highly probable forecast transaction (‘Cash flow hedge’). The effective portion of changes in the fair value of Derivative financial instruments (or its components) that are designated and qualify as Cash flow hedges, are recognised in the Other comprehensive income and held in Cash flow hedge reserve - a component of Equity. Any gains / (losses) relating to the ineffective portion, are recognised immediately in the statement of profit and loss within other income / other expenses. The amounts accumulated in Equity for highly probable forecast transaction are added to carrying value of non financial asset or non financial liability as basis adjustment, other amounts accumulated in Equity are re-classified to the statement of profit and loss in the periods when the hedged item affects profit / (loss).

At any point of time, when a forecast transaction is no longer expected to occur, the cumulative gains / (losses) that were reported in equity is immediately transferred to the statement of profit and loss within other income / other expenses.

Cash flow hedges

Hedge has been taken against exposure to foreign currency risk and variable interest outflow on External Commercial Borrowings. Terms of the swaps and their respective impact on OCI and statement of profit and loss is as below:-

-Notes (included in Long-term borrowings)
Pay fixed INR and receive USD and pay fixed interest in INR at 6.34% to 7.18% p.a. and receive a fixed interest in USD at 5.88% to 6.45% on the notional amount.

The cash flow hedges through COS of USD 750,000,000, Call Option of USD 750,000,000 and forwards of USD 2,902,500 outstanding at the year ended 31 March 2020 were assessed to be highly effective and cumulative impact of mark to market gain and restatement of hedged item is INR 168 (31 March 2019: Nil) with a deferred tax Liability of INR 1015 (31 March 2019: Nil), is included in OCI.

Mark to market loss on ineffective portion of hedge of swaps for the year ended March 31 2020 Nil (March 31 2019: INR Nil) has been charged to the Statement of Profit and Loss.

Foreign currency and Interest rate risk

Cross currency interest rate swaps measured at fair value through OCI are designated as hedging instruments in cash flow hedges of interest and principal payments in USD.

	31 March 2020		**31 March 2019**	
	Assets	**Liabilities**	**Assets**	**Liabilities**
Cross currency interest rate swaps designated as hedging instruments	3,254	-	-	-

Hedging reserve movement	**As at 31 March 2020**	**As at 31 March 2019**
Balance at the beginning of the year	-	-
Gain/(loss) recognised on cash flow hedges	168	-
Income tax relating to gain/loss recognized on cash flow hedges	(1,015)	-
Balance at the end of the year	**(847)**	**-**

40 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the Company:

	31 March 2020		31 March 2019	
	Carrying value	Fair value	Carrying value	Fair value
Financial assets				
Measured at amortised cost				
Investments, unquoted debt securities	14,592	14,592	4,909	4,909
Loans- non current	20,655	20,655	3,076	3,076
Share application money pending allotment	-	-	1,263	1,263
Interest accrued on loans to subsidiaries	-	-	356	356
Trade receivables	4,615	4,615	3,638	3,638
Cash and cash equivalent	2,916	2,916	280	280
Bank balances other than cash and cash equivalent	13,920	13,920	4,283	4,283
Bank deposits with remaining maturity for more than twelve months	79	79	60	60
Loans- current	73,960	73,960	61,187	61,187
Other current financial assets	9,840	9,840	4,597	4,597
Measured at FVOCI				
Derivative instruments	3,254	3,254	-	-
Financial liabilities				
Measured at amortised cost				
Non Convertible Debentures (secured) (NCDs)	6,414	6,414	24,194	24,194
Acceptances (unsecured)	-	-	4,904	4,904
Term loan from bank (secured)	1,308	1,308	14,252	14,252
Term loan from financial institutions (secured)	2,884	2,884	-	-
Listed senior secured notes	56,037	56,037	-	-
Liability component of compulsorily convertible preference shares	23,200	23,200	-	-
Short-term borrowings	55,027	55,027	31,909	31,909
Trade payables	1,105	1,105	984	984
Other current financial liabilities	15,184	15,184	5,750	5,750

The management of the Company assessed that cash and cash equivalent, bank balance other than cash and cash equivalent, loans-current, other current financial assets, trade receivables, trade payables, short term borrowings and other current financials liabilities approximate their carrying amounts largely due to the short-term maturities of these instruments.

The financial assets above do not include investments in subsidiaries which are measured at cost in accordance with Ind AS 101, Ind AS 27 and Ind AS 28.

The following methods and assumptions were used to estimate the fair values:

i The fair values of the Company's non convertible debentures, acceptances, term loans from banks, term loans from financial institutions and listed senior secured notes including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. The own non-performance risk as at 31 March 2020 was assessed to be insignificant.

ii The fair values of the liability component of compulsory convertible preference shares including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the borrowing rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including own credit risk. The own non-performance risk as at 31 March 2020 was assessed to be insignificant.

iii The fair values of the Company's investments and security deposits are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the lending rate as at the end of the reporting period. They are classified as level 3 fair values in the fair value hierarchy due to the inclusion of unobservable inputs including counterparty credit risk.

iv The Company enters into derivative financial instruments with various counterparties, principally financial institutions with investment grade credit ratings. Cross currency interest rate swaps are valued using valuation techniques, which employs the use of market observable inputs. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates, yield curves of the currency, interest rate curves and forward rate curves of the underlying instrument. The changes in counterparty credit risk had no material effect on the hedge effectiveness assessment for derivatives designated in hedge relationships.

41 Fair value hierarchy

The Company categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Company's assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the Company :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	31 March 2020		31 March 2019	
		Carrying value	Fair value	Carrying value	Fair value
Measured at fair value through other comprehensive income					
Derivative instruments	Level 2	3,254	3,254	-	-
Total		-	-	-	-
Financial assets measured at amortised cost					
Financial Assets (Non current): Loans					
Investments, unquoted debt securities	Level 3	14,592	14,592	4,909	4,909
Security deposits	Level 3	69	69	61	61
Loan to subsidiaries	Level 3	6,004	6,004	1,769	1,769
Loan to subsidiaries - redeemable non cumulative preference shares	Level 3	14,582	14,582	1,246	1,246
Total		**35,247**	**35,247**	**7,985**	**7,985**
Financial Assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 3	79	79	60	60
Total		**79**	**79**	**60**	**60**

	Level of fair value measurement	31 March 2020		31 March 2019	
		Carrying value	Fair value	Carrying value	Fair value
Financial liabilities measured at amortised cost					
Long-term borrowings					
Non Convertible Debentures (secured) (NCDs)	Level 3	6,414	6,414	24,194	24,194
Acceptances (unsecured)	Level 3	-	-	4,904	4,904
Term loan from bank (secured)	Level 3	1,308	1,308	14,252	14,252
Term loan from financial institutions (secured)	Level 3	2,884	2,884	-	-
Listed senior secured notes	Level 3	56,037	56,037	-	-
Liability component of compulsorily convertible preference shares	Level 3	23,200	23,200	-	-
Total		**89,843**	**89,843**	**43,350**	**43,350**

Particulars	Fair value hierarchy	Valuation technique	Inputs used
Financial assets measured at amortised cost			
Security deposits	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loan to subsidiaries - redeemable non cumulative preference shares	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loan to subsidiaries	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Investments, unquoted debt securities	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities measured at amortised cost			
Non Convertible Debentures (secured) (NCDs)	Level 3	Discounted cash flow	Fixed interest rates in the market, Future cash flows
Acceptances (unsecured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from bank (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from financial institutions (secured)	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Listed senior secured notes	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Liability component of compulsorily convertible preference shares	Level 3	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial assets measured at fair value through other comprehensive income			
Derivative instruments	Level 2	Maket value techniques	Forward foreign currency exchange rates, interest rates to discount future cash flows

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42 Financial Risk Management objectives and policies

The Company's principal financial liabilities comprise loans and borrowings, trade and other payables.
The main purpose of these financial liabilities is to finance the Company's operations and to support its operations. The Company's financial assets include loans, trade and other receivables, and cash & cash equivalents that derive directly from its operations.

The Company is exposed to market risk, credit risk and liquidity risk. The Company's senior management oversees the management of these risks. The Company's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Company. These committees provides assurance to the Company's senior management that the Company's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

(a) Market Risk

Market risk is the risk that the Company's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings and deposits..

The sensitivity analyses in the following sections relate to the position as at 31 March 2020. The sensitivity analysis have been prepared on the basis that the amount of net debt and the ratio of fixed to floating interest rates of the debt are all constant as at 31 March 2020.

(b) Interest rate Risk:

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. The Company also monitors the changes in interest rates and actively re finances its debt obligations to achieve an optimal interest rate exposure.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. floating interest rate of borrowings in INR. With all other variables held constant, the Company's profit before tax is affected through the impact on loans and borrowings, as follows:

	31 March 2020		31 March 2019	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 86	+/(-)50	(-)/+ 72
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 59	+/(-)50	(-)/+ 49

(c) Foreign Currency Risk:

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Company is exposed to foreign currency risk arising from imports of goods in US dollars. The Company hedges its exposure to fluctuations on the translation into INR of its buyer's/supplier's credit and foreign currency loans by using foreign currency swaps and forward contracts. The Company has followed a conservative approach for hedging the foreign currency risk so as to not use complex forex derivatives. The Company also monitors that the hedges do not exceed the underlying foreign currency exposure. The Company does not undertake any speculative transaction.

(d) Credit Risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk from their operating activities (primarily trade receivables) but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities.

Further the Company sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2020 and 31 March 2019 is the carrying amount of all the financial assets.

Trade Receivables

Customer credit risk is managed basis established policies of Company, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The Company does not hold collateral as security.

The Company has state utilities/government entities as it's customers with high credit worthiness, therefore, the Company does not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by company's treasury department. Investments, in the form of fixed deposits, loans and other investments, of surplus funds are made only with banks & group companies and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the Company, and may be updated throughout the year subject to approval of company's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

(e) Liquidity Risk

Liquidity risk is the risk that the Company will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the Company to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.
The Company assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The Company has access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The Company rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind and solar power plants and related assets. The Company's non-recourse financing is designed to limit default risk and is a combination of fixed and variable interest rate instruments. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from related party.

The table below summarizes the maturity profile of financial liabilities of Company based on contractual undiscounted payments:

Year ended 31 March 2020	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings (other than preference shares) #						
Term loan from banks*	-	-	-	1,382	-	1,382
Loans from financial institutions*	-	-	-	3,124	-	3,124
Non convertible debentures*	-	-	-	5,086	3,311	8,397
Listed senior secured notes*	-	-	-	45,324	23,088	68,412
Short term borrowings						
Loans from related party	52,868	-	-	-	-	52,868
Acceptances	-	-	159	-	-	159
Working capital demand loans	-	2,000	-	-	-	2,000
Lease liabilities	-	35	92	231	7	365
Other financial liabilities						
Current maturities of long term borrowings*	-	434	13,515	-	-	13,949
Interest accrued but not due on borrowings	2,823	49	433	-	-	3,305
Interest accrued but not due on debentures	-	62	129	-	-	191
Purchase consideration payable	304	-	-	-	-	304
Mark to market derivative instruments	-	3,254	-	-	-	3,254
Capital Creditors	1	1,344	-	-	-	1,345
Trade payables						
Trade payables	100	1,005	-	-	-	1,105

* Including future interest payments.

The Company expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

# The Company has issued Compulsorily convertible preference shares, which are mandatorily convertible into equity shares. Therefore there is no outflow involved. Therefore these CCPS are excluded from maturity profile of financial liabilities.

Year ended 31 March 2019	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings						
Term loan from banks*	-	-	-	15,791	-	15,791
Non convertible debentures*	-	-	-	25,055	3,615	28,670
Acceptances	-	-	-	5,065	-	5,065
Short term borrowings						
Loans from related party	27,440	-	-	-	-	27,440
Working capital demand loans	-	1,969	2,500	-	-	4,469
Other financial liabilities						
Current maturities of long term borrowings*	-	734	5,135	-	-	5,869
Interest accrued but not due on borrowings	1,020	33	-	-	-	1,053
Interest accrued but not due on debentures	-	197	116	-	-	313
Capital Creditors	-	784	-	-	-	784
Purchase consideration payable	304	-	-	-	-	304
Trade payables						
Trade payables	336	648	-	-	-	984

* Including future interest payments.

The Company has estimated its ability to service the debt repayment obligations and maintain adequate liquidity for its operations by considering the estimates around expected future cash flows, realization of existing and future receivables, forecasted results and its operational performance. Further, Company is actively engaged in discussions with various lenders for securing funds for its projects in pipeline and refinancing of its existing debt obligations on maturity. Company basis its assessment is confident of generating adequate inflows for meeting its liabilities maturing over next 12 months.

43 Significant accounting judgments, estimates and assumptions

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The Company makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, Company is depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 40 and 41 for further disclosures.

Related party transactions

ReNew Power Private Limited along with all its subsidiaries hereinafter collectively referred to as 'the Group' have entered into inter-company transactions as explained below :

Management Shared Services

Employee benefit costs and other common expenses are incurred by the Company. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates including retention, allocation of cost for projects under construction vis-a-vis operating projects, profit mark-up which are assessed through an external expert.

Financial instrument

The Group makes inter-group investments in the form of RNCPS and CCDs. These investment carries interest at a nominal rate and are accounted for as compound financial instruments under Ind AS 32. The rate used for discounting the future cash flows approximate the average market interest rate of borrowings availed by Group.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate higher than a return expected from 10-year government bond yield.

44 Capital management

For the purpose of the capital management, capital includes issued equity capital, compulsorily convertible debentures, compulsorily convertible preference shares, share premium and all other equity reserves attributable to the equity holders of the Company. The primary objective of the Company's management is to maximise the shareholder value.

The Company manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, the Company may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Company monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The Company includes within net debt, interest bearing loans and borrowings and other payables, less cash and short-term deposits.

The Company systematically evaluates opportunities for managing its assets including that of buying new assets, partially or entirely sell existing assets & potential new joint ventures. Crystallization of any such opportunity shall help the Company in improving the overall portfolio of assets, cash flow management and shareholder returns.

The policy of the Company is to keep the gearing ratio of the power project to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with the industry standard ratio. The current gearing ratios of the various projects in the Group is between 3:1 to 4:1.

In order to achieve this overall objective, the capital management of the Company, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements.

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2020.

45 Commitments Liabilities and Contingencies
(to the extent not provided for)

(i) Contingent liabilities

The Company has contingent liability of INR 73 on account of liquidated damages for delay in commissioning of wind power projects. The management believes that any amount of liquidated damages to be levied by customer shall be entirely reimbursable from capital vendors of respective projects as per the terms of the agreement (31 March 2019: Nil).

(ii) Commitments:

Estimated amount of contracts remaining to be executed on capital account and not provided for

At 31 March 2020, the Company has capital commitment (net of advances) pertaining to commissioning of wind energy projects of INR 1,290 (31 March 2019: INR 6,432).

46 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2020	As at 31 March 2019
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	Nil	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

47 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

48 Due to outbreak of COVID-19 in India and globally, the Company has made initial 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 having "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 will not be significant. The management does not see any risks in the Company's ability to continue as a going concern and meeting its liabilities as and when they fall due. For under construction projects, though the physical activities have been constrained and partially impacted, however management does not anticipate any delay in meeting the original timelines and expects that overall completion timelines for respective projects shall be achieved as set out in respective power purchase agreements with customers. Further, MNRE has issued office memorandum dated April 17, 2020 stating the Time-Extension in Scheduled Commissioning date of RE projects for lockdown time and additional thirty days (30 days) for normalization after the end of such lockdown due to COVID- 19 which further negates any potential risk of liquidated damages. The Company is closely monitoring developments, its operations, liquidity and capital resources and is actively working to minimize the impact of the unprecedented situation.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

AMIT CHUGH
Digitally signed by AMIT CHUGH
DN: cn=AMIT CHUGH, c=IN, o=Personal, email=amit.chugh@srb.in
Location: Gurugram
Date: 2020.06.08 23:33:37 +05'30'

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 08 June 2020

For and on behalf of the Board of Directors of
ReNew Power Private Limited (formerly known as ReNew Power Limited)

SUMANT SINHA
Digitally signed by SUMANT SINHA
Date: 2020.06.08 22:41:49 +05'30'

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 08 June 2020

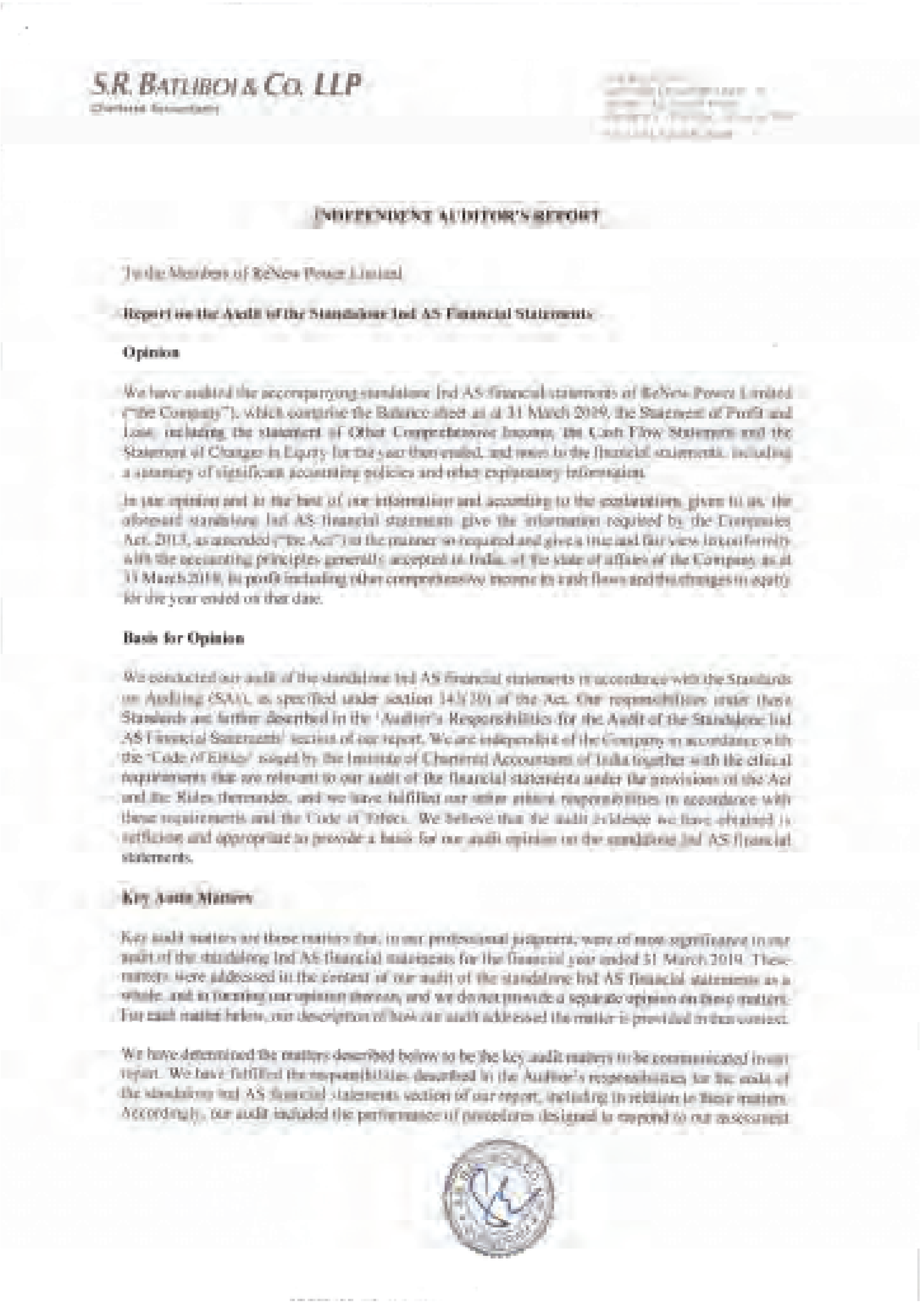
MUTHUKUMARAN DORAISWAMI
Digitally signed by MUTHUKUMARAN DORAISWAMI
Date: 2020.06.08 22:42:15 +05'30'

(D Muthukumaran)
Chief Financial Officer

Place: Gurugram
Date: 08 June 2020

ASHISH JAIN
Digitally signed by ASHISH JAIN
Date: 2020.06.08 23:04:52 +05'30'

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 08 June 2020



S.R. BATLIBOI & CO. LLP
Chartered Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of ReNew Power Limited

Report on the Audit of the Standalone Ind AS Financial Statements

Opinion

We have audited the accompanying standalone Ind AS financial statements of ReNew Power Limited ("the Company"), which comprise the Balance sheet as at 31 March 2019, the Statement of Profit and Loss, including the statement of Other Comprehensive Income, the Cash Flow Statement and the Statement of Changes in Equity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone Ind AS financial statements give the information required by the Companies Act, 2013, as amended ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at 31 March 2019, its profit including other comprehensive income its cash flows and the changes in equity for the year ended on that date.

Basis for Opinion

We conducted our audit of the standalone Ind AS financial statements in accordance with the Standards on Auditing (SAs), as specified under section 143(10) of the Act. Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the Standalone Ind AS Financial Statements' section of our report. We are independent of the Company in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the standalone Ind AS financial statements.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the standalone Ind AS financial statements for the financial year ended 31 March 2019. These matters were addressed in the context of our audit of the standalone Ind AS financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

We have determined the matters described below to be the key audit matters to be communicated in our report. We have fulfilled the responsibilities described in the Auditor's responsibilities for the audit of the standalone Ind AS financial statements section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the standalone Ind AS financial statements. The results of our audit procedures, including the procedures performed to address the matters below, provide the basis for our audit opinion on the accompanying standalone Ind AS financial statements.

Key audit matters	**How our audit addressed the key audit matter**
Related Party Transactions *(as described in note 35 of the standalone Ind AS financial statements)*	
We identified the measurement, completeness, presentation and disclosure of related party transactions as a key audit matter due to the high volume and complexity of business transactions with related parties during the year ended 31 March 2019.	Our audit procedures included the following: ▪ Obtained an understanding of the process that management has established to identify, account for and disclose related party transactions. ▪ Obtained an updated list of all related parties of the Company and reviewed the general ledger against this list to ensure completeness of transactions. ▪ We read contracts and agreements with related parties to understand the nature of the transactions. ▪ We agreed the amounts disclosed to underlying documentation and reviewing relevant agreements on a sample basis, as part of our evaluation of the disclosure. ▪ Made enquiries of management in order to identify if any related party transactions outside the normal course of business have taken place. ▪ We evaluated the completeness of the disclosures through review of statutory information, books and records and other documents obtained during the course of our audit.

Other Information

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Annual report, but does not include the standalone Ind AS financial statements and our auditor's report thereon.

Our opinion on the standalone Ind AS financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the standalone Ind AS financial statements, our responsibility is to read the other information and, in doing so, consider whether such other information is materially inconsistent with the standalone Ind AS financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management for the Standalone Ind AS Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these standalone Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the standalone Ind AS financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

These Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Standalone Ind AS Financial Statements

Our objectives are to obtain reasonable assurance about whether the standalone Ind AS financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone Ind AS financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the standalone Ind AS financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the standalone Ind AS financial statements, including the disclosures, and whether the standalone Ind AS financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the standalone Ind AS financial statements for the financial year ended 31 March 2019 and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, based on our audit, we give in the "Annexure 1" a statement on the matters specified in paragraphs 3 and 4 of the Order.
2. As required by Section 143(3) of the Act, we report that:
   (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;
   (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;

(c) The Balance Sheet, the Statement of Profit and Loss including the Statement of Other Comprehensive Income, the Cash Flow Statement and Statement of Changes in Equity dealt with by this Report are in agreement with the books of account;

(d) In our opinion, the aforesaid standalone Ind AS financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Companies (Indian Accounting Standards) Rules, 2015, as amended;

(e) On the basis of the written representations received from the directors as on 31 March 2019 taken on record by the Board of Directors, none of the directors is disqualified as on 31 March 2019 from being appointed as a director in terms of Section 164 (2) of the Act;

(f) With respect to the adequacy of the internal financial controls over financial reporting of the Company with reference to these standalone Ind AS financial statements and the operating effectiveness of such controls, refer to our separate Report in "Annexure 2" to this report;

(g) In our opinion, the managerial remuneration for the year ended 31 March 2019 has been paid / provided by the Company to its directors in accordance with the provisions of section 197 read with Schedule V to the Act;

(h) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:

i. The Company does not have any pending litigations which would impact its financial position;

ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses;

iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per Amit Chugh
Partner
Membership Number: 505224

Place of Signature: Gurugram
Date: 29 May 2019

Annexure 1 referred to in paragraph 1 of our report of even date under section 'Report on other legal and regulatory requirements'

Re: ReNew Power Limited ("the Company")

(i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.

(b) Fixed assets have been physically verified by the management during the year and no material discrepancies were identified on such verification.

(c) According to information and explanations given by the management the title deeds of immovable properties included in property, plant and equipment are held in the name of the Company. It has been explained to us that the title deeds for 82 cases of freehold land have been given as security (mortgage and charge) against the Non convertible debentures issued and that original title deeds are kept with security trustee, Vistara ITCL India Limited and IDBI Trusteeship Services Limited as security for the lenders and therefore the same could not be made available to us for our verification and have also not been independently confirmed by the security trustee/lender. Further, the title deeds of 2 case of freehold land amounting to Rs. 15 million as at 31 March 2019 for which original title deed is not made available to us for verification and hence we are unable to comment on the same.

(ii) The management has conducted physical verification of inventory at reasonable intervals during the year and no material discrepancies were noticed on such physical verification. There was no inventory lying with third parties.

(iii) According to the information and explanations given to us, the Company has not granted any loans, secured or unsecured to companies, firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the provisions of clause 3(iii) (a), (b) and (c) of the Order are not applicable to the Company and hence not commented upon.

(iv) In our opinion and according to the information and explanations given to us, there are no loans, investments, guarantees, and securities given in respect of which provisions of section 185 of the Companies Act, 2013 are applicable. Further, since the Company is an infrastructure company within the meaning of Schedule VI of the Companies Act, 2013, the provision of section 186 of the Companies Act 2013 is not applicable.

(v) The Company has not accepted any deposits within the meaning of Sections 73 to 76 of the Act and the Companies (Acceptance of Deposits) Rules, 2014 (as amended). Accordingly, the provisions of clause 3(v) of the Order are not applicable.

(vi) We have broadly reviewed the books of account maintained by the Company pursuant to the rules made by the Central Government for the maintenance of cost records under section 148(1) of the Companies Act, 2013 and are of the opinion that prima facie, the specified accounts and records have been made and maintained. We have not, however, made a detailed examination of the same.

(vii)(a) The Company is regular in depositing with appropriate authorities undisputed statutory dues including income-tax, goods and service tax, cess and other statutory dues applicable to it. The provisions relating to provident fund, employees' state insurance, sales-tax, service tax, duty of custom, duty of excise and value added tax are not applicable to the Company.

(b) According to the information and explanations given to us, no undisputed amounts payable in respect of income-tax, goods and service tax, cess and other statutory dues were outstanding, at the year end, for a period of more than six months from the date they became payable. The provisions relating to provident fund, employees' state insurance, sales-tax, service tax, duty of custom, duty of excise and value added tax are not applicable to the Company.

(c) According to the information and explanations given to us, there are no dues of income-tax, goods and service tax, cess and other statutory dues, which have not been deposited on account of any dispute. The provisions relating to provident fund, employees' state insurance, sales-tax, service tax, duty of custom, duty of excise and value added tax are not applicable to the Company.

(viii) In our opinion and according to the information and explanations given by the management, the Company has not defaulted in repayment of loans or borrowing to a financial institution, bank or government or dues to debenture holders.

(ix) In our opinion and according to the information and explanations given by the management, monies raised by the company by way of term loans and debentures were applied for the purpose for which they were raised. The Company has not raised any money by way of initial public offer/ further public offer.

(x) Based upon the audit procedures performed for the purpose of reporting the true and fair view of the financial statements and according to the information and explanations given by the management, we report that no fraud by the company or no fraud on the company by the officers and employees of the Company has been noticed or reported during the year.

(xi) According to the information and explanations given by the management, the managerial remuneration has been paid / provided in accordance with the requisite approvals mandated by the provisions of section 197 read with Schedule V to the Companies Act, 2013.

(xii) In our opinion, the Company is not a nidhi company. Therefore, the provisions of clause 3(xii) of the order are not applicable to the Company and hence not commented upon.

(xiii) According to the information and explanations given by the management, transactions with the related parties are in compliance with section 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the notes to the financial statements, as required by the applicable accounting standards.

(xiv) According to the information and explanations given to us and on an overall examination of the balance sheet, the company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year under review and hence, reporting requirements under clause 3(xiv) are not applicable to the company and, not commented upon.

(xv) According to the information and explanations given by the management, the Company has not entered into any non-cash transactions with directors or persons connected with him as referred to in section 192 of Companies Act, 2013.

(xvi) According to the information and explanations given to us, the provisions of section 45-IA of the Reserve Bank of India Act, 1934 are not applicable to the Company.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per Anil Chugh
Partner
Membership Number: 505224

Place of Signature: Gurugram
Date: 29 May 2019

Annexure 2 to the Independent Auditor's Report of even date on the financial statements of ReNew Power Limited

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of ReNew Power Limited ("the Company") as of 31 March 2019 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management's responsibility for Internal Financial Controls

The Company's Management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting with reference to these Ind AS financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these Ind AS financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting with reference to these Ind AS financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these Ind AS financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls system over financial reporting with reference to these Ind AS financial statements.

Meaning of Internal Financial Controls over Financial Reporting

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls over Financial Reporting

Because of the inherent limitations of internal financial controls over financial reporting with reference to these Ind AS financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these Ind AS financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these Ind AS financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting with reference to these Ind AS financial statements and such internal financial controls over financial reporting with reference to these Ind AS financial statements were operating effectively as at 31 March 2019, based on the internal control over financial reporting criteria established by the Company, considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For **S.R. Batliboi & Co. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per **Amit Chugh**
Partner
Membership Number: 505224

Place of Signature: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

Balance Sheet as at 31 March 2019

(Amounts in INR millions, unless otherwise stated)

	Notes	**As at 31 March 2019**	**As at 31 March 2018**
Assets			
Non-current assets			
Property, plant and equipment	4	15,119	15,591
Capital work in progress	4	7,403	367
Intangible assets	5	80	73
Intangible assets under development	5	6	8
Financial assets			
Investment	6	50,891	44,585
Loans	7	3,076	1,006
Others	7	1,679	2,263
Deferred tax assets (net)	8	1,780	1,290
Prepayments	9	143	170
Other non-current assets	10	2,126	1,697
Total non-current assets		**82,303**	**67,050**
Current assets			
Inventories	11	1	-
Financial assets			
Investments	7	-	1,006
Trade receivables	12	3,638	3,296
Cash and cash equivalent	13	280	1,467
Bank balances other than cash and cash equivalent	13	4,283	1,099
Loans	7	61,187	47,251
Others	7	4,597	4,295
Prepayments	9	47	65
Current tax assets (net)		727	381
Other current assets	10	250	188
Total current assets		**75,010**	**59,048**
Total assets		**157,313**	**126,098**
Equity and liabilities			
Equity			
Equity share capital	14A	3,799	3,772
Other equity			
Securities premium	15B	67,150	66,352
Debenture redemption reserve	15C	2,443	1,667
Share based payment reserve	15D	1,086	1,027
Retained earnings	15F	-	721
Total equity		**74,478**	**73,539**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	16	43,350	42,005
Long-term provisions	17	58	8
Other non-current liabilities	18	284	264
Total non-current liabilities		**43,692**	**42,277**
Current liabilities			
Financial liabilities			
Short-term borrowings	19	31,909	7,618
Trade payables			
Outstanding dues to micro enterprises and small enterprises	20	-	-
Others	20	984	1,005
Other current financial liabilities	21	5,750	1,482
Other current liabilities	22	443	163
Short-term provisions	23	57	14
Total current liabilities		**39,143**	**10,282**
Total liabilities		**82,835**	**52,559**
Total equity and liabilities		**157,313**	**126,098**
Summary of significant accounting policies	3.1		

The accompanying notes are an integral part of the financial statements

As per our report of even date

For and on behalf of the Board of Directors of
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew P
Statement of Profit and Loss for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2019	For the year ended 31 March 2018
Income:			
Revenue from operations	24	4,959	3,483
Other income	25	3,585	2,312
Total income		**8,544**	**5,795**
Expenses:			
Employee benefits expense	26	1,423	688
Other expenses	27	1,128	757
Total expenses		**2,551**	**1,445**
Earning before interest, tax, depreciation and amortization (EBITDA)		**5,993**	**4,350**
Depreciation and amortization expense	28	721	669
Finance costs	29	5,706	2,734
Profit/(loss) before tax		**(434)**	**947**
Tax expense			
Current tax	8	-	76
Deferred tax	8	(492)	95
Tax for earlier years		4	(85)
Profit for the year	**(a)**	**54**	**861**
Other comprehensive income (OCI)			
Items that will not be reclassified to profit or loss in subsequent periods			
Re-measurement losses on defined benefit plans		2	1
Income tax effect		(1)	(0)
Net other comprehensive income that will not be reclassified to profit or loss in subsequent periods	**(b)**	1	1
Total comprehensive income for the year	**(a) + (b)**	**55**	**862**
Earnings per share:			
(face value per share: INR 10)			
(1) Basic	30	0.14	2.54
(2) Diluted	30	0.14	2.49
Summary of significant accounting policies	3.1		

The accompanying notes are an integral part of the financial statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

For and on behalf of the Board of Directors of
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Statement of Cash Flows for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Cash flow from operating activities		
Profit/(loss) before tax	(434)	947
Adjustments for:		
Depreciation and amortisation expense	721	669
Operation and maintenance	27	145
Share based payments	306	421
Interest income	(3,196)	(1,728)
Loss in sale of property, plant & equipment	3	15
Interest expense	5,620	2,629
Fair value gain on financial instruments at fair value through profit or loss	(50)	(104)
Unamortised ancillary borrowing cost written off	6	46
Operating profit before working capital changes	**3,003**	**3,040**
Movement in working capital		
(Increase)/decrease in trade receivables	(342)	99
(Increase)/decrease in inventories	(1)	-
(Increase)/decrease in other current assets	(62)	40
(Increase)/decrease in other current financial assets	(1,118)	(545)
(Increase)/decrease in prepayments	45	(91)
(Increase)/decrease in other non-current financial assets	934	(39)
(Increase)/decrease in other non-current assets	7	2
Increase/(decrease) in other current liabilities	273	(287)
Increase/(decrease) in trade payables	(21)	(55)
Increase/(decrease) in other current financial liabilities	1,270	(2)
Increase/(decrease) in provisions	94	(32)
Cash generated from operations	**4,082**	**2,130**
Direct taxes paid (net of refunds)	(350)	(119)
Net cash generated from/ (used in) operating activities	**3,732**	**2,011**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress, capital creditors and capital advances	(7,422)	(2,855)
Proceeds from sale of property, plant and equipment	-	5
Net (Investments)/Redemption of bank deposits having residual maturity more than 3 months	(980)	(1,395)
Loan given to related parties	(65,659)	(33,837)
Loan repaid by related parties	49,104	19,519
Investment in fellow subsidiaries	(5,671)	(13,971)
Share application money paid and due for refund	(85)	-
Loan to subsidiaries - redeemable non cumulative preference shares	-	(22,902)
Share application money refunded by subsidiaries	-	1,290
Interest received	1,440	687
Net (Investment)/redemption in Mutual funds	1,056	(852)
Net cash used in investing activities	**(28,217)**	**(54,311)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	571	16,066
Proceeds from long-term borrowings	5,459	28,286
Repayment of long-term borrowings	(2,040)	(33)
Proceeds from short-term borrowings	49,666	19,575
Repayment of short-term borrowings	(25,374)	(16,959)
Interest paid	(4,984)	(2,480)
Net cash generated from financing activities	**23,298**	**44,455**
Net (decrease) / increase in cash and cash equivalents	**(1,187)**	**(7,845)**
Cash and cash equivalents at the beginning of the year	**1,467**	**9,313**
Cash and cash equivalents at the end of the year	**280**	**1,467**
Components of cash and cash equivalents		
Cash and cheques on hand	0	-
Balances with banks:		
- On current accounts	264	1,462
- On deposit accounts with original maturity of less than 3 months	16	5
Total cash and cash equivalents (note 13)	**280**	**1,467**

Changes in liabilities arising from financing activities

Particulars	Opening balance as at 1 April 2018	Cash flows (net)	Other changes*	Closing balance as at 31 March 2019
Long-term borrowings (including current maturities and net of ancilliary borrowings cost incurred)	42,027	3,419	(70)	45,376
Short-term borrowings	7,618	24,291	-	31,909
Total liabilities from financing activities	**49,645**	**27,710**	**(70)**	**77,285**

Particulars	Opening balance as at 1 April 2017	Cash flows (net)	Other changes*	Closing balance as at 31 March 2018
Long-term borrowings (including current maturities and net of ancilliary borrowings cost incurred)	13,738	28,253	36	42,027
Short-term borrowings	5,002	2,616	-	7,618
Total liabilities from financing activities	**18,740**	**30,869**	**36**	**49,645**

* other changes includes adjustment of ancillary borrowing cost.

Summary of significant accounting policies 3.1

Notes:
1. The cash flow statement has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

The accompanying notes are an integral part of the financial statements

As per our report of even date

For and on behalf of the Board of Directors of
ReNew Power Limited (formerly known as ReNew Power Private Limited
and ReNew Power Ventures Private Limited)

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Statement of Changes in Equity for the year ended 31 March 2019
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of the Company						Total equity
			Reserves and Surplus				
	Equity share capital	Share application money pending allotment	Securities premium	Share based payment reserve	Retained earnings	Debenture redemption reserve	
	(refer note 14A)	(refer note 15A)	(refer note 15B)	(refer note 15D)	(refer note 15F)	(refer note 15C)	
At 1 April 2017	**3,384**	**-**	**50,673**	**536**	**691**	**835**	**56,119**
Profit for the year	-	-	-	-	861	-	861
Other comprehensive income (net of taxes)	-	-	-	-	1	-	1
Total comprehensive income	**-**	**-**	**-**	**-**	**862**	**-**	**862**
Share application money received	-	16,093	-	-	-	-	16,093
Equity shares issued during the year	388	(16,093)	15,705	-	-	-	-
Amount utilised on exercise of stock options	-	-	1	(1)	-		-
Amount utilized for issue of shares	-	-	(27)	-	-	-	(27)
Amount against stock options relating to subsidiary	-	-	-	49	-	-	49
Share-based payments	-	-	-	443	-	-	443
Debenture redemption reserve	-	-	-	-	(832)	832	-
At 31 March 2018	**3,772**	**-**	**66,352**	**1,027**	**721**	**1,667**	**73,539**
Profit for the year	-	-	-	-	54	-	54
Other comprehensive income (net of taxes)	-	-	-	-	1	-	1
Total Comprehensive Income	**-**	**-**	**-**	**-**	**55**	**-**	**55**
Share-based payments	-	-	-	305	-	-	305
Share application money received	-	566	-	-	-	-	566
Amount utilised on exercise of stock options	-	-	257	(257)	-	-	-
Equity shares issued during the year	27	(566)	539	-	-	-	-
Amount against stock options relating to subsidiary	-	-	-	11	-	-	11
Amount utilized for issue of shares	-	-	2	-	-	-	2
Debenture Redemption Reserve	-	-	-	-	(776)	776	-
At 31 March 2019	**3,799**	**-**	**67,150**	**1,086**	**-**	**2,443**	**74,478**

The accompanying notes are an integral part of the financial statements

As per our report of even date

For S.R. Batliboi & Co. LLP

ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

For and on behalf of the Board of Directors of
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

1 General information

ReNew Power Limited (‘the Company’) is a public limited company domiciled in India. The Company was converted into a public limited company with effect from 17 April 2018 and consequently the name of the company has changed from ReNew Power Private Limited to ReNew Power Limited.

The registered office of the Company is located at 138, Ansal Chamber - II Bikaji Cama Place, New Delhi-110066. The Company is carrying out business activities relating to generation of power through non-conventional and renewable energy sources.

The Financial Statements of the Company were authorised for issue by the Company's Board of Directors on 29 May 2019.

2 Basis of preparation

The Company prepared its Financial Statements as per Ind AS prescribed under Section 133 of the Act read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended.

The Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of Companies Act, 2013.

The Financial Statements have been prepared on a historical cost basis, except for the following assets and liabilities which have been measured at fair value:

- Derivative financial instruments
- Financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

3.1 Summary of Significant Accounting Policies

a) Use of Estimates

The preparation of Financial Statements in conformity with Ind AS requires the Management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent liabilities, at the end of the reporting period. Although these estimates are based on the Management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

b) Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The company has identified twelve months as their operating cycle for classification of their current assets and liabilities.

c) Fair value measurement

The Company measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 38 and 39).

At each reporting date, the management of the Company analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Company.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:

· Disclosures for significant estimates and assumptions (Refer Note 41)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 39)
· Financial instruments (including those carried at amortised cost) (Refer Note 38)

d) Revenue recognition

Revenue from contracts with customers

Revenue from contracts with customers is recognised when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer.

Sale of Power

Income from supply of power is recognized on the supply of units generated from the plant to the grid, as per the terms of the Power Purchase Agreements ("PPA") entered into with the customers.

The Company considers whether there are other promises in the contract that are separate performance obligations to which a portion of the transaction price needs to be allocated. In determining the transaction price for the sale of power, the Company considers the effects of variable consideration and consideration payable to the customer (if any).

Income from services (management consultancy)

Revenue from projects management/technical consultancy are recognised as per the terms of agreement on the basis of services rendered.

(i) Variable consideration

If the consideration in a contract includes a variable amount, the Company estimates the amount of consideration to which it will be entitled in exchange for transferring the goods or service to the customer. The variable consideration is estimated at contract inception and constrained until it is highly probable that a significant revenue reversal in the amount of cumulative revenue recognised will not occur when the associated uncertainty with the variable consideration is subsequently resolved.

Rebates

In some PPAs, the Company provide rebates in invoice if payment is made before the due date. Rebates are offset against amounts payable by the customers. To estimate the variable consideration for the expected future rebate, the Company applies the most likely method.

(ii) Consideration payable to customers

In some PPAs, Company has to pay consideration to customers. Consideration payable to customers are offset against the revenue recognised as and when sale of power occurs.

Income from compensation for loss of revenue

Income from compensation for loss of revenue is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the Company to receive dividend is established by the reporting date.

(iii) Contract balances

Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Company performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

Contract Liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Company has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Company transfers goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Company performs under the contract.

Trade receivables

A receivable represents the Company’s right to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets in section (r) Financial instruments – initial recognition and subsequent measurement.

Income from government grants

Refer note (g) for accounting policy.

e) Foreign currencies

The Company Financial Statements are presented in Indian rupees (INR), which is also the functional currency and the currency of the primary economic environment in which the Company operate.

Transactions and balances

Transactions in foreign currencies are initially recorded by the company at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss with the exception of the following:
- Exchange differences arising on monetary items that are designated as part of the hedge of the Company's net investment of a foreign operation. These are recognised in OCI until the net investment is disposed of, at which time, the cumulative amount is reclassified to profit or loss.
- Tax charges and credits attributable to exchange differences on those monetary items are also recorded in OCI.

f) Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax liabilities are recognised for all taxable temporary differences.

Deferred tax liabilities are recognised for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss.

- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised. The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where company is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the company restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax
Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Company will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Company.

g) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be compiled with. When the grant related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the company receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The company presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission reduction certificates have been recognised as other income.

Generation based Incentive :
Generation based incentive is recognized on the basis of supply of units generated by the Company to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

h) Inventories

Inventories are valued at the lower of cost and net realisable value.
Costs incurred in bringing each product to its present location and condition are accounted for as follows:
Consumables and spares: cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on first in, first out basis.
Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

i) Property, plant and equipment

Capital work-in-progress, plant and equipment is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the company depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent Costs
The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Company and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

Gains or losses arising from de-recognition of PPE are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

j) Intangible assets

Intangible assets acquired separately are measured in initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.
The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with finite life are reviewed at least at the end of each reporting period.

Customer related intangibles are capitalized if they meet the definitions of an intangible asset and the recognition criteria are satisfied. Customer-related intangibles acquired as part of a business combination are valued at fair value and those acquired separately are measured at cost. Such intangibles are amortized over the remaining useful life of the customer relationships or the period of the contractual arrangements.

k) Depreciation/amortization of property, plant and equipment

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	**Life**
Plant and equipment (solar rooftop projects)*	25 years or terms of power purchase agreement, whichever is less (15-25 years)
Plant and equipment (wind power projects)*	18-25
Plant and equipment (others)	5-18
Office equipment	5
Furniture and fixture	10
Computers	3
Computer servers	6
Computer softwares	3-6
Leasehold improvements	Over the period of lease (5 years)

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

l) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit or Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

m) Leases

As a lessee

Operating lease payments are recognised as an expense in the statement of profit and loss on a straight-line basis over the lease term

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

n) Impairment of non-financial assets

The company assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the company estimate the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Company bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Company's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Company extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the statement of profit and loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the company estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit or Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

o) Share based payments

Company provides additional benefits to certain members of senior management and employees of the Company and a subsidiary in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized, together with a corresponding increase in share-based payment reserve in equity, over the period in which the performance and/or service conditions are fulfilled in employee benefit expenses. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the numbers of equity instruments that will ultimately vest. The statement of profit and loss expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee benefit expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Company's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other condition attached to an award, but without associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because of non-market performance and/or service conditions have not been met. Where awards include a market or non-market condition, the transaction are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service condition are satisfied.

Share based payment cost, to the extent pertaining to the employees of subsidiary, is reduced from employee benefit expenses of the Company and is considered as deemed investment in the form of capital contribution in the subsidiary.

p) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The company recognize contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Company operates a defined benefit plan in India, viz., gratuity. The cost of providing benefit under this plan is determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method.

Remeasurements comprising of actuarial gain and losses, the effect of the asset ceiling, excluding amount recognized in the net interest on the defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Company treats the accumulated leave expected to be carried forward beyond twelve months, as long term employee benefit for measurement purposes. Such long term compensated absences are determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method. Remeasurements comprising of actuarial gain and losses are recognized in the balance sheet with a corresponding debit or credit to profit or loss in the period in which they occur. The Company presents the leave as current liability in the balance sheet, to the extent is does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Company has unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

Past service costs are recognised in Statement of Profit or Loss on the earlier of:
- The date of the plan amendment or curtailment, and
- The date that the Company recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Company recognises the following changes in the net defined benefit obligation as an expense in the Statement of Profit and Loss:
- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

q) Provisions

Provisions are recognised when the company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

r) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the company recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the P&L. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of P&L. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit or loss (FVTPL)
FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the company may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The company has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of P&L.

Equity investments
All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the Company may make an irrevocable election to present the subsequent changes in the fair value in OCI. The Company makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the company may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Derecognition
A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:

- The rights to receive cash flows from the asset have expired, or
- The respective company has transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a ‘pass-through’ arrangement; And
- Either the companies under the company has transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the Company have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the company continues to recognise the transferred asset to the extent of the continuing involvement of company. In that case, the company also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the company has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the company could be required to repay.

Impairment of financial assets
In accordance with Ind AS 109, the company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The Company follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the Company to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Statement of profit and loss (P&L).

Financial liabilities

Initial recognition and measurement
Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs.
The financial liabilities of the company include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement
The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The Company recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit or Loss.

Compound Instruments- Compulsory Convertible Debentures (CCDs)

Compulsory Convertible Debentures (CCDs) are separated into liability and equity components based on the terms of the contract

Basis the terms of these compound financial instruments the distributions to holders of an equity instrument are being recognised by the entity directly in equity. Transaction costs of an equity transaction are being accounted for as a reduction from equity.

The company recognises interest, dividends, losses and gains relating to such financial instrument or a component that is a financial liability as income or expense in profit or loss.

The present value of the liability part of the compulsory convertible debentures classified under financial liabilities and the equity component is calculated by subtracting the liability from the total proceeds of CCDs.

Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, cost of issue of debentures, listing fees) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit or Loss.

Reclassification of financial assets and liabilities

The Company determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. For financial assets which are debt instruments, a reclassification is made only if there is a change in the business model for managing those assets. Changes to the business model are expected to be infrequent.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortised cost of a financial liability. When calculating the effective interest rate, the company estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in finance income in the Statement of Profit and Loss.

s) Cash and Cash-Equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the Company's cash management.

t) Measurement of EBITDA

The company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The company measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

u) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date are adjusted to respective assets and liabilities.

The Company does not adjust the amounts recognised in its financial statements to reflect non-adjusting events after the reporting period.

The Company makes disclosures in the financial statement in cases of significant events.

v) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the company or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

w) Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Company by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Company by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issue data later date. Dilutive potential equity shares are determined independently for each period presented.

The number of equity shares and potentially dilutive equity shares are adjusted retrospectively for all periods presented for any share splits and bonus shares issues including for changes effected prior to the approval of the financial statements by the Board of Directors.

'The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share'

3.2 Changes in accounting policy and disclosures- New and amended standards

a) New and amended standards

Ind AS 115 Revenue from Contracts with Customers

The Company applied Ind AS 115 for the first time during the FY 2018-19. The nature and effect of the changes as a result of adoption of the new accounting standard are described below.

Ind AS 115 was issued on 28 March 2018 and supersedes Ind AS 11 Construction Contracts and Ind AS 18 Revenue and it applies, with limited exceptions, to all revenue arising from contracts with its customers. Ind AS 115 establishes a five-step model to account for revenue arising from contracts with customers and requires that revenue be recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer.

Ind AS 115 requires entities to exercise judgement, taking into consideration all of the relevant facts and circumstances when applying each step of the model to contracts with their customers. The standard also specifies the accounting for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract. In addition, the standard requires extensive disclosures.

The Company adopted Ind AS 115 using the modified retrospective method of adoption with the date of initial application of 1 April 2018. Under this method, the standard can be applied either to all contracts at the date of initial application or only to contracts that are not completed at this date. The Company elected to apply the standard to all contracts that are not completed as at 1 April 2018.

Set out below, are the amounts by which each financial statement line item is affected as at and for the year ended 31 March 2019 as a result of the adoption of Ind AS 115. The adoption of Ind AS 115 did not have a material impact on OCI or the Company’s operating, investing and financing cash flows. The first column shows amounts prepared under Ind AS 115 and the second column shows what the amounts would have been had Ind AS 115 not been adopted:

Particulars	**Note**	**Ind AS 115**	**Ind AS 18**	**Increase/ (decrease)**
Other current financial assets				
Unbilled revenue	7	-	202	(202)
Trade receivables				
Trade receivables	12	3,638	3,436	202

b) Standards issued but not yet effective

Ind AS 116 Leases:

Ind AS 116 Leases was notified in March, 2019 and it replaces Ind AS 17 Leases, including appendices thereto. Ind AS 116 is effective for annual periods beginning on or after 1 April, 2019. Ind AS 116 sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to account for all leases under a single on-balance sheet model similar to the accounting for finance leases under Ind AS 17. The standard includes two recognition exemptions for lessees – leases of 'low-value' assets (e.g., personal computers) and short-term leases (i.e., leases with a lease term of 12 months or less). At the commencement date of a lease, a lessee will recognise a liability to make lease payments (i.e., the lease liability) and an asset representing the right to use the underlying asset during the lease term (i.e., the right-of-use asset). Lessees will be required to separately recognise the interest expense on the lease liability and the depreciation expense on the right-of-use asset.

Lessees will be also required to remeasure the lease liability upon the occurrence of certain events (e.g., a change in the lease term, a change in future lease payments resulting from a change in an index or rate used to determine those payments). The lessee will generally recognise the amount of the remeasurement of the lease liability as an adjustment to the right-of-use asset.

Lessor accounting under Ind AS 116 is substantially unchanged from today's accounting under Ind AS 17. Lessors will continue to classify all leases using the same classification principle as in Ind AS 17 and distinguish between two types of leases: operating and finance leases.

The Company has identified amortisation of leasehold land, rent expense and employee car lease expense as the area having potential impact.

The Company is evaluating the requirements of the new standard and the effect on the areas indentified in financial statements is being evaluated, thus impact is not known.

4 Property, plant and equipment

	Freehold Land	Plant and equipment	Leasehold improvements	Office equipment	Furniture & Fixtures	Computers	Total Property, plant and equipment	Capital work in progress
Cost								
At 1 April 2017	389	15,782	53	17	1	23	16,265	23
Additions during the year^	25	552	-	4	0	5	586	896
Adjustment*	6	(6)	-	-	-	-	-	-
Capitalised during the year	-	-	-	-	-	-	-	(552)
Disposals	-	(1)	(26)	(0)	-	(2)	(29)	-
At 31 March 2018	**420**	**16,327**	**27**	**21**	**1**	**26**	**16,822**	**367**
Additions during the year^	41	8	102	28	33	20	232	7,209
Disposals	-	(2)	-	(5)	(1)	(3)	(11)	-
Capitalised during the year	-	-	-	-	-	-	-	(173)
At 31 March 2019	**461**	**16,333**	**129**	**44**	**33**	**43**	**17,043**	**7,403**
Accumulated depreciation								
At 1 April 2017	-	567	10	5	0	7	589	-
Charge for the year (refer note 28)	-	635	6	3	0	8	652	-
Disposals during the year	-	(0)	(8)	(0)	-	(2)	(10)	-
At 31 March 2018	**-**	**1,202**	**8**	**8**	**0**	**13**	**1,231**	**-**
Charge for the year (refer note 28)	-	653	23	9	5	11	701	-
Disposals during the year	-	(0)	-	(4)	(1)	(2)	(8)	-
At 31 March 2019	**-**	**1,855**	**31**	**13**	**4**	**22**	**1,924**	**-**
Net book value								
At 31 March 2018	**420**	**15,125**	**19**	**13**	**1**	**13**	**15,591**	**367**
At 31 March 2019	**461**	**14,478**	**98**	**31**	**29**	**21**	**15,119**	**7,403**

Mortgage and hypothecation on Property, plant and equipment:
Property, plant and equipment with a carrying amount of INR 22,522 (31 March 2018: INR 15,958) are subject to a pari passu first charge to respective lenders for project term loans and debentures as disclosed in Note 16.

^ Capitalised borrowing costs
The amount of borrowing costs capitalised during the year was INR 394 (31 March 2018: INR 4). The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

*** Adjustment pertains to following**
* Adjustment of INR Nil (31 March 2018: INR 6) is on account of actualisation of provisional capitalization.

5 Intangible assets

	Computer software	Total Intangibles	Intangible asset under development
Cost			
At 1 April 2017	74	74	-
Additions during the year	39	39	8
Capitalised during the year	(2)	(2)	-
At 31 March 2018	**111**	**111**	**8**
Additions during the year	28	28	16
Capitalised during the year	-	-	(18)
Disposals during the year	(1)	(1)	-
At 31 March 2019	**138**	**138**	**6**
Amortisation			
At 1 April 2017	21	21	**-**
Amortisation for the year (refer note 28)	17	17	-
Disposals during the year	(0)	(0)	
At 31 March 2018	**38**	**38**	**-**
Amortisation for the year (refer note 28)	20	20	-
Disposals during the year	(0)	(0)	
At 31 March 2019	**58**	**58**	**-**
Net book value			
At 31 March 2018	**73**	**73**	**8**
At 31 March 2019	**80**	**80**	**6**

6 Non-current investments (non trade)	**As at 31 March 2019**	**As at 31 March 2018**
Investment in subsidiaries at cost		
Unquoted equity shares		
5,194,000 (31 March 2018 5,194,000) equity shares of INR 10 fully paid up in ReNew Wind Energy Delhi Private Limited	519	519
3,870,000 (31 March 2018 3,870,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jadeswar) Private Limited	350	350
11,922,125 (31 March 2018 11,922,125) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajkot) Private Limited	1,191	1,191
8,156,000 (31 March 2018 8,156,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Shivpur) Private Limited	815	815
8,175,000 (31 March 2018 8,175,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Varekarwadi) Private Limited	817	817
7,248,585 (31 March 2018 7,248,585) equity shares of INR 10 fully paid up in ReNew Wind Energy (Sipla) Private Limited	657	657
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Orissa) Private Limited	0	0
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jamb) Private Limited	0	0
4,897,000 (31 March 2018 4,897,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Welturi) Private Limited	489	489
4,226,000 (31 March 2018 4,226,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (MP) Private Limited	422	422
239,000 (31 March 2018 239,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (AP) Private Limited	23	23
8,939,000 (31 March 2018 8,939,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited	893	893
18,195,775 (31 March 2018 14,595,775) equity shares of INR 10 fully paid up in ReNew Solar Power Private Limited	1,819	1,459
297,701 (31 March 2018 297,701) equity shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka) Private Limited	29	29
7,509,000 (31 March 2018 7,509,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan) Private Limited	750	750
15,296,724 (31 March 2018 15,296,724) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jath) Private Limited	1,529	1,529
190,000 (31 March 2018 190,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (AP 2) Private Limited	2	2
10,054,050 (31 March 2018 10,054,050) equity shares of INR 10 fully paid up in ReNew Wind Energy (AP 3) Private Limited	1,005	1,005
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (AP 4) Private Limited	0	0
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jath Three) Private Limited	0	0
90,000 (31 March 2018 90,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka Two) Private Limited	1	1
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka Five) Private Limited	0	0
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (MP One) Private Limited	0	0
1,444,000 (31 March 2018 1,444,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (MP Two) Private Limited	144	144
3,646,500 (31 March 2018 3,646,500) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan One) Private Limited	364	364
163,000 (31 March 2018 163,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan 2) Private Limited	2	2
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan 3) Private Limited	0	0
190,000 (31 March 2018 190,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (TN) Private Limited	2	2
15,000 (31 March 2018 15,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Vaspet 5) Private Limited	0	0
6,710,000 (31 March 2018 6,710,000) equity shares of INR 10 fully paid up in Narmada Wind Energy Private Limited	672	672
651,620 (31 March 2018 651,620) equity shares of INR 10 fully paid up in Abaha Wind Energy Developers Private Limited	7	7
2,561,000 (31 March 2018 2,414,000) equity shares of INR 10 fully paid up in ReNew Solar Energy Private Limited	255	241
19,000,000 (31 March 2018 19,000,000) equity shares of INR 10 fully paid up in Shruti Power Projects Private Limited	197	197
9,819,600 (31 March 2018 9,819,600) equity shares of INR 10 fully paid up in Helios Infrastructure Private Limited	1,219	1,219
5,801,000 (31 March 2018 5,801,000) equity shares of INR 10 fully paid up in Molagavalli Renewable Private Limited	603	603
1,423 (31 March 2018 1,423) equity shares of INR 10 fully paid up in KCT Renewable Energy Private Limited	4,452	4,452
1 (31 March 2018 1) equity shares of SGD 1 fully paid up in ReNew Power Singapore PTE Ltd.	0	0

		As at 31 March 2019	As at 31 March 2018
Investment in subsidiaries at cost			
Unquoted equity shares			
10,000 (31 March 2018 1,018) equity shares of INR 10 fully paid up in Kanak Renewables Limited		1	0
10,000 (31 March 2018 1,018) equity shares of INR 10 fully paid up in Rajat Renewables Limited		1	0
6,650,900 (31 March 2018 1,000) equity shares of INR 10 fully paid up in Pugalur Renewable Private Limited		665	0
5,450,900 (31 March 2018 1,000) equity shares of INR 10 fully paid up in Bidwal Renewable Private Limited		545	0
646,950,200 (31 March 2018 569,786,000) equity shares of INR 10 fully paid up in ReNew Power Services Private Limited		6,470	5,698
10,000 (31 March 2018 10,000) equity shares of INR 10 fully paid up in ReNew Transmission Ventures Private Limited		0	0
2,311,000 (31 March 2018 50,000) equity shares of INR 10 fully paid up in Zemira Renewable Energy Limited		227	1
250,000 (31 March 2018 Nil) equity shares of USD 1 fully paid up in ReNew Americas INC		17	-
232,337 (31 March 2018 Nil) equity shares of GBP 1 fully paid up in ReNew Power International limited		22	-
	(a)	**27,173**	**24,550**
Unquoted optionally convertible redeemable preference shares			
Investment in subsidiaries at cost			
27,000,000 (31 March 2018 Nil) 0.001% optionally convertible redeemable preference shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited		2,700	-
	(b)	**2,700**	**-**
Unquoted convertible preference shares			
Investment in subsidiaries at cost			
11,153,350 (31 March 2018 11,153,350) 0.001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (AP) Private Limited		1,115	1,115
104,836,743 (31 March 2018 104,836,743) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Solar Power Private Limited		10,484	10,484
7,231,000 (31 March 2018 7,231,000) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (MP Two) Private Limited		723	723
7,195,600 (31 March 2018 7,195,600) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan One) Private Limited		720	720
19,790,970 (31 March 2018 19,790,970) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan 3) Private Limited		1,979	1,979
10,283,000 (31 March 2018 10,283,000) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Shivpur) Private Limited		1,028	1,028
	(c)	**16,049**	**16,049**
Unquoted debt securities			
Investment in subsidiaries at amortised cost			
18,770,307 (31 March 2018 18,770,307) 0.001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka) Private Limited		1,585	1,585
3,030,123 (31 March 2018 3,030,123) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Orissa) Private Limited		274	274
7,219,324 (31 March 2018 7,219,324) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Jamb) Private Limited		653	653
2,304,000 (31 March 2018 2,304,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (MP) Private Limited		208	208
2,892,167 (31 March 2018 2,892,167) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Varekarwadi) Private Limited		262	262
9,602,580 (31 March 2018 9,602,580) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan) Private Limited		799	799
1,881,220 (31 March 2018 1,881,220) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited		156	156
63,205,700 (31 March 2018 Nil) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in Pugalur Renewable Private Limited		535	-
51,530,000 (31 March 2018 Nil) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in Bidwal Renewable Private Limited		437	-
	(d)	**4,909**	**3,937**
Deemed Investment *			
ReNew Power Services Private Limited		60	49
	(e)	**60**	**49**
	(a) + (b) + (c) + (d) + (e)	**50,891**	**44,585**

* The Company provides additional benefits to certain members of senior management and employees of the Company and ReNew Power Services Private Limited through equity settled Employee Stock Option Plans (‘ESOPs’). In accordance with Ind AS 102 – Share Based Payment, these plans represent a component of recipient remuneration and the compensation is recognised in profit or loss of the Company. The compensation expense to the extent pertaining to the employees of ReNew Power Services Private Limited is considered as deemed investment in the form of capital contribution in ReNew Power Services private Limited.

7 **Financial assets**	**As at 31 March 2019**	**As at 31 March 2018**
Non-current (unsecured, considered good unless stated otherwise)		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Security deposits	61	54
Loan to subsidiaries (refer note 33)	1,769	-
Loan to subsidiaries - redeemable non cumulative preference shares (refer note 33)	1,246	952
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**3,076**	**1,006**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 13)	60	2,263
Interest accrued on loans to subsidiaries (refer note 33)	356	-
Share application money pending allotment (refer note 33)	1,263	-
Total	**1,679**	**2,263**
Current (unsecured, considered good unless stated otherwise)		
Loans		
Considered good - Secured	-	-
Considered good - Unsecured		
Loan to fellow subsidiaries - redeemable non cumulative preference shares (refer note 33)	22,074	22,902
Security deposits	8	30
Loans to subsidiaries (refer note 33)	39,105	24,319
Loans which have significant increase in credit risk	-	-
Loans - credit impaired	-	-
Total	**61,187**	**47,251**

Investments at fair value through profit or loss	**As at 31 March 2019**	**As at 31 March 2018**
Quoted Mutual Funds		
ICICI Prudential Liquid Plan - Direct Growth - Nil units (31 March 2018 : 5,368 units)	-	1
Aditya Birla Sunlife - Cash Plus - Direct Growth- Nil units (31 March 2018 : 3,592,904 units)	-	1,004
HDFC Liquid Fund - Direct Plan - Nil units (31 March 2018 : 228 units)	-	1
Total	**-**	**1,006**
Aggregate book value of quoted investments	-	1,006
Aggregate market value of quoted investments	-	1,006

Investments at fair value through profit & loss reflects investment in quoted mutual funds. Refer note 38 for determination of fair value.

Others		
Recoverable from related parties (refer note 33)	1,160	1,698
Advance recoverable in cash	221	585
Unbilled revenue #	-	213
Government grants*		
- Generation based incentive receivable	131	73
Interest accrued on fixed deposits	109	123
Interest accrued on loans to subsidiaries (refer note 33)	2,891	1,597
Share application money paid and due for refund (refer note 33)	85	-
Others	-	6
Total	**4,597**	**4,295**

# With effect from 1 April 2018, Unbilled income has been classified under head Trade receivables on account of application of Ind AS 115 using modified retrospective approach. Refer Note 3.2 New and amended standards for detailed explanation.

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the Company. The carrying value may be affected by changes in the credit risk of the counterparties.

8 Deferred tax assets (net)

		As at 31 March 2019	**As at 31 March 2018**
Deferred tax related to items recognised in OCI:			
Deferred tax assets (gross)			
Re-measurement losses on defined benefit plans		1	2
	(a)	**1**	**2**
Deferred tax related to items recognised in statement of profit and loss:			
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		494	324
Ancillary borrwoing cost		40	54
	(b)	**534**	**378**
Deferred tax assets (gross)			
Loan to subsidiary - redeemable non cumulative preference shares		-	1,129
Losses available for offsetting against future taxable income		653	313
Provision for operation and maintenance equalisation and lease equalisation		85	77
Unused tax credit (MAT)		144	141
Compound Financial Instruments		1,395	-
Others		36	6
	(c)	**2,313**	**1,666**
	(d) = (c) - (b)	**1,779**	**1,288**
Deferred tax assets (net)	**(a) + (d)**	**1,780**	**1,290**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	31 March 2019	**31 March 2018**
Accounting profit/(loss) before income tax	**(434)**	**947**
At India's applicable statutory income tax rate i.e. Minimum Alternate Tax (18.50%)/ Income Tax (30%) plus applicable Surcharge rate (7% to 12 %) and Cess (4%) (31 March 2018: 3%)	-	202
Deferred tax expense reported in the statement of profit and loss*	(492)	95
Income not chargeable to tax:		
Interest on compound financial instrument	-	(22)
Capital receipts	-	(55)
Deductible expenses for tax purposes:		
Decrease in book profit on account of one-fifth of the transition amount adjusted in other equity and OCI items permanently recorded in reserves	-	(49)
At the effective income tax rate	**(492)**	**171**
Current tax expense reported in the statement of profit and loss	-	76
Deferred tax expense reported in the statement of profit and loss	(492)	95
	(492)	**171**
*** Where deferred tax expense relates to the following :**		
Loan to subsidiary - redeemable non cumulative preference shares	-	102
Losses available for offsetting against future taxable Income	(340)	(178)
Ancillary borrowing cost	(14)	-
Compound Financial Instruments	(266)	-
Unused tax credit (MAT)	(4)	9
Difference in WDV as per books of accounts and tax laws	169	152
Provision for operation and maintenance equalisation and lease equalisation	(7)	(56)
Others	(30)	66
	(492)	**95**

Reconciliation of deferred tax assets (net):

	31 March 2019	**31 March 2018**
Opening balance of DTA/DTL (net)	**1,290**	**1,385**
Deferred tax income/(expense) during the year recognised in profit or loss	492	(95)
Deferred tax income/(expense) during the year recognised in OCI	(1)	(0)
Closing balance of DTA/DTL (net)	**1,780**	**1,290**

The company has unabsorbed depreciation and carried forward losses which arose in India of INR 1,979 (31 March 2018: INR 1,240). The unabsorbed depreciation will be available for offsetting against future taxable profits of the Company.

Out of this, the tax losses that are available for offsetting for eight years against future taxable profits of the company in which the losses arose are Nil (31 March 2018: Nil). The unabsorbed depreciation that will be available for offsetting for against future taxable profits of the companies in which the losses arose are of INR 1,979 (31 March 2018: INR 1,240).

The Company has recognised deferred tax asset of INR 617 (31 March 2018: INR 313) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry period of MAT credit is 15 years from the date of entitlement and deferred tax has been recognised on MAT credit which are expected to be utilised before the expiry period. The remaining period available for utilisation of MAT credit is 14 years (31 March 2018: 15 years).

9 Prepayments

	As at 31 March 2019	As at 31 March 2018
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	143	170
Total	**143**	**170**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	47	65
	47	**65**

10 Other assets

	As at 31 March 2019	As at 31 March 2018
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	2,015	1,672
Advances recoverable	93	-
Security deposits	0	0
Deferred rent	18	25
Total	**2,126**	**1,697**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable in cash or kind	243	134
Deferred rent	7	7
Others	0	47
Total	**250**	**188**

11 Inventories

	As at 31 March 2019	As at 31 March 2018
Consumables & Spares	1	-
Total	**1**	**-**

12 Trade receivables

	As at 31 March 2019	As at 31 March 2018
Unsecured, considered good	3,638	3,296
Secured, considered good	-	-
Receivables which have significant increase in credit risk	-	-
Receivables - credit impaired	-	-
	3,638	**3,296**
Less: Provision for doubtful debts	-	-
Total	**3,638**	**3,296**

No trade or other receivables are due from directors or other officers of the Company either severally or jointly with any other person. No any trade or other receivables are due from firms or private companies respectively in which any director is a partner, director or a member.

Trade receivables are non-interest bearing and are generally on terms of 15-45 days

With effect from 1 April 2018, Unbilled income has been classified under head Trade receivables on account of application of Ind AS 115 using modified retrospective approach. Refer Note 3.2 New and amended standards for detailed explanation.

13 **Cash and cash equivalents**	**As at 31 March 2019**	**As at 31 March 2018**
Cash and cash equivalents		
Cash on hand	0	-
Balance with bank		
- On current accounts	264	1,462
- Deposits with original maturity of less than 3 months #	16	5
	280	**1,467**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	4,283	1,099
- Remaining maturity for more than twelve months #	60	2,263
	4,343	**3,362**
Less: amount disclosed under financial assets (others) (Note 7)	(60)	(2,263)
Total	**4,283**	**1,099**

*Fixed deposits of INR 1,895 (31 March 2018: INR 2,931) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 days to 1827 days and carry an interest rate of 3.50% to 8.25% which is receivable on maturity.

14 Share capital

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2017	370,000,000	3,700
Increase during the year	30,000,000	300
At 31 March 2018	400,000,000	4,000
Increase during the year	100,000,000	1,000
At 31 March 2019	**500,000,000**	**5,000**

Issued share capital	**Number of shares**	**Amount**
14A Equity shares of INR 10 each issued, subscribed and paid up		
At 1 April 2017	338,361,672	3,384
Shares issued during the year	38,796,184	388
At 31 March 2018	377,157,856	3,772
Shares issued during the year	2,766,700	27
At 31 March 2019	**379,924,556**	**3,799**

Terms/rights attached to equity shares

The Company have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the Company will declare and pay dividends in Indian rupees.
In the event of liquidation of a Company, the holders of equity shares of such Company will be entitled to receive remaining assets of the respective Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the respective Company.

14B Details of shareholders holding more than 5% shares in the Company	**As at 31 March 2019**		**As at 31 March 2018**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
GS Wyvern Holding Ltd	184,709,600	48.62%	184,709,600	48.97%
Canada Pension Plan Investment Board	61,608,099	16.22%	61,608,099	16.33%
Green Rock B 2014 Limited (formerly known as Green Rock A 2014 Limited)	60,487,804	15.92%	60,487,804	16.04%
JERA Power RN B.V.	34,411,682	9.06%	34,411,682	9.12%

As per the records of the Company, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

14C No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

15 Other equity

15A Share application money pending allotment	
At 1 April 2017	-
Share application money received	16,093
Equity shares issued during the year	(16,093)
At 31 March 2018	-
Share application money received	566
Equity shares issued during the year	(566)
At 31 March 2019	-

15B Securities premium	
At 1 April 2017	**50,673**
Premium on issue of equity shares during the year	15,705
Amount transferred from share based payment reserve on conversion	1
Amount utilized against for issue of equity shares	(27)
At 31 March 2018	**66,352**
Premium on issue of equity shares during the year	539
Amount transferred from share based payment reserve on conversion	257
Amount utilized against for issue of equity shares	2
At 31 March 2019	**67,150**

Nature and purpose
Securities premium reserve is used to record the premium on issue of shares. The reserve can be utilised only for limited purposes such as issuance of bonus shares in accordance with the provisions of the Companies Act, 2013.

15C Debenture redemption reserve

At 1 April 2017	835
Amount transferred from surplus balance in retained earnings	832
At 31 March 2018	**1,667**
Amount transferred from surplus balance in retained earnings	776
At 31 March 2019	**2,443**

Nature and purpose

Debenture redemption reserve represents amount transferred from retained earnings as per the requirements of Companies (Share capital and Debentures) Rules, 2014 (as amended).

*Due to insufficient profit during the current year, DRR has been created only to the extent of current year's available profit. Resultantly, there is a overall shortfall as at 31 March 2019 INR 496 and 31 March 2018 INR Nil.

15D Share based payment reserve

At 1 April 2017	536
Expense for the year	443
Amount against stock options relating to subsidiary (refer note 33)	49
Amount utilised on exercise of stock options	(1)
At 31 March 2018	**1,027**
Expense for the year	305
Amount against stock options relating to subsidiary (refer note 33)	11
Amount utilised on exercise of stock options	(257)
At 31 March 2019	**1,086**

Nature and purpose

The share options based payment reserve is used to recognise the grant date fair value of options issued to employees under employee stock option plan.

15F Retained earnings

At 1 April 2017	691
Profit for the year	861
Re-measurement losses on defined benefit plans (net of tax)	1
Appropriation for debenture redemption reserve	(832)
At 31 March 2018	**721**
Profit for the year	54
Re-measurement losses on defined benefit plans (net of tax)	1
Appropriation for debenture redemption reserve	(776)
At 31 March 2019	**-**

16 Long-term borrowings

	Nominal interest rate %	Maturity	Non-current		Current	
			31 March 2019	**31 March 2018**	**31 March 2019**	**31 March 2018**
Non Convertible Debentures (secured)	9.18% - 13.01%	March 2020 - July 2025	24,194	28,146	1,994	-
Acceptances (unsecured)	7.76% - 8.75%	September 2021 - March 2022	4,904	-	-	-
Term loan from bank (secured)	9.31% - 10.30%	March 2021 - December 2021	14,252	13,859	32	22
Total long-term borrowings			**43,350**	**42,005**	**2,026**	**22**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 21)			-	-	(2,026)	(22)
			43,350	**42,005**	**-**	**-**

Notes:

Details of Security

Non convertible debentures (secured)

Non-convertible debentures specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective projects.

Non-convertible debentures not specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts, excluding charge on project assets and further secured by pledge over equity shares of certain subsidiaries and step down subsidiaries.

Term loan in Indian rupees from banks (Secured)

Term loans specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective projects.

Term loans not specific to projects is to be exclusively secured by hypothecation of loans and advances and book debts. And it has to be further secured by pledge over 51% shares, compulsory convertible debentures and other equity like instruments of one direct subsidiary.

Acceptances (Secured)

Acceptances are secured by parri passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.

17 Long-Term Provisions	**As at 31 March 2019**	**As at 31 March 2018**
Provision for gratuity (net of planned assets) (refer note 31)	58	8
Total	**58**	**8**

18 Other non-current liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Provision for operation and maintenance equalisation	284	264
Total	**284**	**264**

19 Short term borrowings	**As at 31 March 2019**	**As at 31 March 2018**
Working capital term loan (secured)	4,469	2,980
Commercial papers (unsecured)	-	3,201
Loan from related party (unsecured) (refer note 33)	27,440	1,437
Total	**31,909**	**7,618**

Working capital term loan (secured)

The term loan from bank carries interest @ 9.70% to 10.50% p.a. The same is repayable with a bullet payment at the end of the tenure i.e. 90-365 days. It is secured by first charge by way of hypothecation entire movable properties of the borrower, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, intangible assets, goodwill, uncalled up capital except project assets.

Loan from related party (unsecured)

Unsecured loan from related party is repayable on demand and carries interest at 8.00% per annum.

20 Trade payables	**As at 31 March 2019**	**As at 31 March 2018**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 45)	-	-
Others	984	1,005
Total	**984**	**1,005**

21 Other current financial liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 16)	2,026	22
Others		
Interest accrued but not due on borrowings	1,053	255
Interest accrued but not due on debentures	313	307
Capital creditors	784	565
Advance received for sale of redeemable non-cumulative preference shares (refer note 33)	1,270	-
Purchase consideration payable	304	333
Total	**5,750**	**1,482**

22 Other current liabilities	**As at 31 March 2019**	**As at 31 March 2018**
Provision for operation and maintenance equalisation	39	33
Other payables		
TDS payable	213	81
GST payable	180	48
Labour welfare fund payable	0	0
Provident fund payable	11	1
Total	**443**	**163**

23 Short term provisions	**As at 31 March 2019**	**As at 31 March 2018**
Provision for gratuity (net of planned assets) (refer note 31)	2	1
Provision for compensated absences	55	13
Total	**57**	**14**

24 Revenue from operations	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Income from contract with customers		
Sale of power	2,925	2,480
Sale of services - management shared services	2,034	1,003
Total	**4,959**	**3,483**

25 Other income	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Interest income accounted at amortised cost		
- on fixed deposit with banks	341	376
- on loan to related parties (refer note 33)	2,730	1,226
- income tax refund	-	10
- on loan to fellow subsidiaries - redeemable non cumulative preference shares (refer note 33)	119	104
- others	6	12
Government grant		
- generation based incentive	269	225
Compensation for loss of revenue	70	255
Gain on fair value change of mutual fund (including realised gain)	50	104
Total	**3,585**	**2,312**

26 Employee benefits expense	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Salaries, wages and bonus	978	205
Contribution to provident and other funds	56	9
Share based payments (refer note 34)	306	421
Gratuity expense (refer note 31)	18	3
Staff Welfare Expenses	65	50
Total	**1,423**	**688**

27 Other expenses	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Legal and professional fees	390	106
Corporate social responsibility (refer note 36)	11	16
Travelling and conveyance	82	77
Rent	96	93
Director's commission	-	9
Printing and stationery	2	1
Management shared services	241	98
Rates and taxes	9	17
Payment to auditors *	33	12
Insurance	9	19
Operation and maintenance	112	175
Repair and maintenance		
- plant and machinery	11	6
Loss on sale of property plant & equipment and capital work in progress (net)	3	15
Advertising and sales promotion	44	64
Security charges	6	3
Communication costs	36	22
Miscellaneous expenses	43	24
Total	**1,128**	**757**

***Payment to Auditors**	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
As auditor:		
Audit fee	3	6
In other capacity:		
Limited review	1	-
Certification fees	3	1
Other services	41	32
Reimbursement of expenses	2	4
	50	**43**
Less: IPO expenses transferred to other current assets	-	(31)
Less: Fees for other services pertaining to other subsidiaries (refer note 33)	(16)	-
Less: Reimbursement of expenses pertaining to subsidiaries (refer note 33)	(1)	-
	33	**12**

28 Depreciation and amortization expense	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Depreciation of property, plant & equipment (refer note 4)	701	652
Amortisation of intangible assets (refer note 5)	20	17
Total	**721**	**669**

29 Finance costs	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Interest expense on		
- term loans	1,301	32
- loan from related party (refer note 33)	918	584
- acceptance	-	58
- on working capital demand loan	330	49
- debentures	2,832	1,866
- commercial papers	239	40
Bank charges	80	59
Unamortised ancillary borrowing cost written off*	6	46
Total	**5,706**	**2,734**

* Represents transaction cost on long term borrowings charged to statement of profit & loss on account of derecognition due to substantial modification.

30 Earnings per share (EPS)	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**

The following reflects the profit and share data used for the basic and diluted EPS computations:

Profit attributable to equity holders for basic earnings	54	861
	54	861
Net profit for calculation of basic EPS	54	861
Weighted average number of equity shares for calculating basic EPS	379,797,836	339,327,176
Basic earnings per share	0.14	2.54
Net profit for calculation of diluted EPS	54	861
Weighted average number of equity shares for calculating diluted EPS	385,804,858	346,071,290
Diluted earnings per share	0.14	2.49

	No. of shares	**No. of shares**
Weighted average number of equity shares in calculating basic EPS	379,797,836	339,327,176
Effect of dilution		
Convertible equity for employee stock option plan	6,007,022	6,744,114
Weighted average number of equity shares in calculating diluted EPS	385,804,858	346,071,290

31 Gratuity and other post-employment benefit plans

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Company has no obligation, other than the contribution payable to the provident fund.

The Company has a defined benefit gratuity plan. Gratuity is computed as 15 days salary, for every completed year of service or part thereof in excess of 6 months and is payable on retirement/termination/resignation. The benefit vests on the employees after completion of 5 years of service. The Gratuity liability has not been externally funded. Company makes provision of such gratuity liability in the books of accounts on the basis of actuarial valuation as per the projected unit credit method.

The following tables summarize the components of net benefit expense recognized in the statement of profit and loss and the unfunded status and amounts recognized in the balance sheet for the Gratuity.

Statement of profit and loss

Net employees benefit expense recognised in employee cost	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Current service cost	15	4
Interest cost on benefit obligation	3	0
Net expense recognised in profit & loss	**18**	**4**
Net expense/(income) recognised in other comprehensive income	(2)	(1)

Balance Sheet

Benefit liability	**As at 31 March 2019**	**As at 31 March 2018**
Present value of unfunded obligation	61	9
Net liability	61	9

	As at 31 March 2019	**As at 31 March 2018**
Changes in the present value of the defined benefit obligation		
Opening defined benefit obligation	9	26
Current service cost	15	4
Interest cost	3	0
Benefits paid	(0)	-
Remeasurements during the year due to:		
- Experience adjustments	(2)	(1)
- Change in financial assumptions	-	(0)
- Change in demographic assumptions	(0)	-
Liabilities settled/assumed *	36	(20)
Closing defined benefit obligation	61	9

Since the entire amount of plan obligation is unfunded therefore changes in fair value of plan assets, categories of plan assets as a percentage of the fair value of total plan assets and Company's expected contribution to the plan assets for the next period is not given.

* Liability transferred on account of transfer of certain employees from ReNew Power Services Private Limited.

The principal assumptions used in determining gratuity obligations	**As at 31 March 2019**	**As at 31 March 2018**
Discount rate	7.75%	7.75%
Salary escalation	10.00%	10.00%

The estimates of future salary increases considered in actuarial valuation take account of inflation, total amount of inflation, seniority, promotion and other relevant factors, such as supply and demand in the employment market.

The Company regularly assesses these assumptions with the projected long-term plans and prevalent industry standards. The impact of sensitivity due to changes in the significant actuarial assumptions on the defined benefit obligations is given in the table below:

Particulars	**Change in assumptions**	**As at 31 March 2019**	**As at 31 March 2018**
Discount rate	+ 0.5%	57	8
	- 0.5%	67	(9)
Salary escalation	+ 0.5%	63	9
	- 0.5%	58	(9)

The sensitivity analysis above has been determined based on a method that extrapolates the impact on defined benefit obligation as a result of reasonable changes in key assumptions occurring at the end of the reporting year.

Projected plan cash flow:

The table below shows the expected cash flow profile of the benefits to be paid to the current membership of the plan based on past service of the employees as at the valuation date:

Maturity Profile	**As at 31 March 2019**	**As at 31 March 2018**
Within next 12 months	2	1
Between 2 and 5 years	16	2
Between 5 and 10 years	20	6
Beyond 10 years	152	11

The weighted average duration to the payment of these cash flows is 11.89 years (31 March 2018: 8.64 years).

Risk analysis
The Company is exposed to a number of risks in the defined benefit plans. Most significant risks pertaining to defined benefits plans and management estimation of the impact of these risks are as follows:

· Inflation risk: Currently the Company has not funded the defined benefit plans. Therefore, the Company will have to bear the entire increase in liability on account of inflation.

· Longevity risk/life expectancy: The present value of the defined benefit plan liability is calculated by reference to the best estimate of the mortality of plan participants both during and at the end of the employment. An increase in the life expectancy of the plan participants will increase the plan liability.

· Salary growth risk: The present value of the defined benefit plan liability is calculated by reference to the future salaries of plan participants. An increase in the salary of the plan participants will increase the plan liability.

Defined contribution plan:	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Contribution to provident fund & other fund charged to statement of profit & loss*	56	9

*This amount is inclusive of amount capitalized in different projects.

32 Operating lease commitments

The Company has entered into commercial property lease for its offices. The lease have non-cancellable commitment period which has remaining term of 5 years. The Company has the option, under some of its leases, to lease the assets for additional terms of upto three years.

Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows

Particulars	**For the year ended 31 March 2019**	**For the year ended 31 March 2018**
Within one year	110	110
After one year but not more than five years	330	441

33 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

GS Wyvern Holdings Limited (upto 22 March 2018)

II. Subsidiaries

ReNew Wind Energy (AP 3) Private Limited
ReNew Solar Power Private Limited
ReNew Wind Energy (MP) Private Limited
ReNew Wind Energy (Varekarwadi) Private limited
ReNew Wind Energy Delhi Private limited
ReNew Wind Energy (Jamb) Private Limited
ReNew Wind Energy (Devgarh) Private limited
ReNew Wind Energy (AP) Private Limited
ReNew Wind energy (Vaspet 5) Private Limited
Narmada Wind Energy Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Jath) limited
ReNew Wind energy (Karnataka Two) Private Limited
Abaha Wind Energy Developers Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (TN) Private Limited
ReNew Wind Energy (MP One) Private Limited
ReNew Wind Energy (Shivpur) Private limited
ReNew Wind Energy (Karnataka) Private limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Rajasthan 3) Private Limited
ReNew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Rajasthan) Private limited
ReNew Wind energy (Rajasthan 2) Private Limited
ReNew Wind Energy (MP Two) Private Limited
ReNew Wind Energy (Jath Three) Private Limited
ReNew Wind energy (AP2) private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (AP 4) Private Limited
ReNew Wind Energy (Welturi) Private limited
ReNew Wind Energy (Rajkot) Private limited
ReNew Wind Energy Jadeshwar Private limited
Helios Infratech Private Limited
Shruti Power Projects Private Limited
ReNew Power Singapore PTE Limited (incorporated w.e.f. 5 September 2017)
ReNew Vayu Urja Private Limited (formerly known as KCT Renewable Energy Private Limited) (w.e.f. 15 November 2017)
Molagavalli ReNewable Private Limited (w.e.f. 11 June 2017) *
ReNew Power Services Private Limited (w.e.f. 9 January 2018) *
Zemira Renewable Energy Limited (w.e.f. 31 March 2018)
Bidwal Renewable Private Limited (w.e.f. 6 March 2018) *
Kanak Renewables Limited (w.e.f. 6 March 2018) *
Rajat Renewables Limited (w.e.f. 6 March 2018) *
Pugalur Renewable Private Limited (w.e.f. 6 March 2018) *
ReNew Transmission Ventures Private Limited (incorporated w.e.f. 8 March 2018)
ReNew Americas Inc (incorporated w.e.f. 7 September 2018)
ReNew Power International Limited (incorporated w.e.f. 15 October 2018)

III. Step down subsidiaries

Bhumi Prakash Private Limited
ReNew Distributed Solar Energy Private Limited
ReNew Distributed Solar Services Private Limited
ReNew Distributed Solar Power Private Limited
ReNew Surya Mitra Private Limited
ReNew Surya Prakash Private Limited
ReNew Saur Vidyut Private Limited
ReNew Wind Energy (MP Four) Private limited
ReNew Solar Daylight Energy Private Limited
ReNew Solar Sun Flame Private Limited
ReNew Wind Energy (TN 2) Private Limited
ReNew Akshay Urja Private Limited
ReNew Solar Energy (Jharkhand One)Private Limited
ReNew Solar Energy (Jharkhand Three)Private Limited
ReNew Solar Energy (Jharkhand Four) Private Limited
ReNew Solar Energy (Jharkhand Five) Private Limited
ReNew Wind energy (Budh 3) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Rajasthan four) Private limited
ReNew Clean Energy Private limited
ReNew Wind Energy (AP Five) Private limited
ReNew Solar Energy (TN) Private Limited
Tarun Kiran Bhoomi Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
ReNew Wind Energy (Maharashtra) Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Three) Private Limited
ReNew Saur Urja Private Limited
ReNew Solar Services Private Limited
ReNew Saur Shakti Private Limited
ReNew Mega Solar Power Private Limited
ReNew Agni Power Private limited
Lexicon Vanijya Private Limited
Symphony Vyapaar Private Limited
Star Solar Power Private Limited
Sungold Energy Private Limited
Sun Source Energy Services Private Limited
ReNew Power Services Private Limited (ceased w.e.f. 9 January 2018) *
Prathamesh Solarfarms Limited (w.e.f. 29 January 2019) #
Molagavalli ReNewable Private Limited (acquired w.e.f. 25 March 2017) (ceased w.e.f. 11 June 2017) *
Bidwal Renewable Private Limited (acquired w.e.f. 9 February 2018) (ceased w.e.f. 6 March 2018) *
Kanak Renewables Limited (acquired w.e.f. 30 January 2018) (ceased w.e.f. 6 March 2018) *
Rajat Renewables Limited (acquired w.e.f. 30 January 2018) (ceased w.e.f. 6 March 2018) *
Pugalur Renewable Private Limited (acquired w.e.f. 9 February 2018) (ceased w.e.f. 6 March 2018) *
Vivasvat Solar Energy Private Limited (incorporated w.e.f. 5 March 2018)
Nokor Solar Energy Private Limited (incorporated w.e.f. 5 March 2018)
Akhilagya Solar Energy Private Limited (incorporated w.e.f. 5 March 2018)
Abha Sunlight Private Limited (incorporated w.e.f. 7 March 2018)
Izra Solar Energy Private Limited (incorporated w.e.f. 6 March 2018)
Nokor Bhoomi Private Limited (incorporated w.e.f. 6 March 2018)
Zorya Solar Energy Private Limited (incorporated w.e.f. 6 March 2018)
Adyah Solar Energy Private Limited (incorporated w.e.f. 9 March 2018)
Ostro Energy Private Limited (acquired w.e.f. 28 March 2018)
Ostro Jaisalmer Private Limited (acquired w.e.f. 28 March 2018)
Ostro Renewables Private Limited (acquired w.e.f. 28 March 2018)
Ostro Urja Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Dakshin Power Private Limited (acquired w.e.f. 28 March 2018)
Ostro Raj Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Rann Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Dhar Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Bhesada Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Alpha Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Kannada Power Private Limited (acquired w.e.f. 28 March 2018)
Ostro Andhra Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro AP Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Madhya Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Kutch Wind Private Limited (acquired w.e.f. 28 March 2018)
Badoni Power Private Limited (acquired w.e.f. 28 March 2018)
AVP Powerinfra Private Limited (acquired w.e.f. 28 March 2018)
Ostro Anantapur Private Limited (acquired w.e.f. 28 March 2018)
Ostro Mahawind Private Limited (acquired w.e.f. 28 March 2018)
Zorya Distributed Power Services Private Limited (incorporated w.e.f. 20 November 2018)
Auxo Solar Energy Private Limited (incorporated w.e.f. 8 June 2018)
ReNew Clean Tech Private Limited (incorporated w.e.f. 28 January 2019)
ReNew Sun Ability Private Limited (incorporated w.e.f. 20 February 2019)
ReNew Sun Bright Private Limited (incorporated w.e.f. 14 March 2019)
ReNew Sun Flash Private Limited (incorporated w.e.f. 14 March 2019)
ReNew Sun Energy Private Limited (incorporated w.e.f. 29 March 2019)
Auxo Sunlight Private Limited (incorporated w.e.f. 29 March 2019)
ReNew Mega Light Private Limited (incorporated w.e.f. 28 March 2019)
ReNew Sun Waves Private Limited (incorporated w.e.f. 26 March 2019)

* Investment purchased from subsidiaries companies and converted as direct subsidiary from the date mentioned

IV. Entities under joint control

Heramba Renewables Limited (acquired w.e.f. 28 March 2018)
Abha Solarfarms Limited (acquired w.e.f. 28 March 2018)
Shreyas Solarfarms Limited (acquired w.e.f. 28 March 2018)
Aalok Solarfarms Limited (acquired w.e.f. 28 March 2018)
Prathamesh Solarfarms Limited (acquired w.e.f. 28 March 2018) (ceased w.e.f. 29 January 2019) #

# Investment purchased from Joint Venture partners and converted as step subsidiary from the date mentioned

V. Key management personnel (KMPs) and relatives of KMPs:

Mr. Sumant Sinha, Chairman and Managing Director
Mr. Ravi Seth, Chief Financial Officer*
Mr. Parag Sharma, Chief Operating Officer and Head of Solar Business*
Mrs. Vaishali Nigam Sinha *
Mr. Balram Mehta, President of Wind Business*
Mr. Ravi Parmeshwar, Chief Human Resource Officer*
Mr. Ashish Jain, Company Secretary and Compliance Officer*

* These individuals have been designated as KMP's during the year

VI. Enterprise owned or significantly influenced by key management personnel or their relatives:

Cognisa Investment
Wisemore Advisory Private Limited

b) Related Party transactions and balances outstanding:

a Management shared services received and expenses incurred on behalf of the Company by related parties:

Name of Related party	for the year ended 31st March 2019		for the year ended 31st March 2018	
	Expenses made	Management Shared Services #	Expenses made	Management Shared Services #
ReNew Wind Energy (AP) Private Limited	0	-	1	-
ReNew Wind Energy (Rajkot) Private Limited	11	-	-	-
ReNew Wind Energy (Varekarwadi) Private Limited	0	-	-	-
Ostro Energy Private Limited	29	131	106	154
ReNew Power Services Private Limited	13	-	2	-
Symphony Vyapaar Private Limited	0	153	-	-
ReNew Wind Energy (AP 4) Private Limited	-	-	0	-
ReNew Wind Energy (MP One) Private Limited	-	-	0	-
ReNew Solar Energy (Telangana) Private Limited	1	-	9	-
ReNew Solar Energy (Karnataka Two) Private Limited	0	-	1	-
ReNew Wind Energy (Rajasthan) Private Limited	1	-	-	-
ReNew Wind Energy (Welturi) Private Limited	0	-	-	-
ReNew Wind Energy (Devgarh) Private Limited	0	-	-	-
ReNew Wind Energy (Karnataka) Private Limited	0	-	-	-
ReNew Wind Energy (Jath) Limited	0	-	-	-
ReNew Wind Energy (Delhi) Private Limited	0	-	-	-
ReNew Wind Energy (Shivpur) Private Limited	1	-	-	-
ReNew Wind Energy (Jadeswar) Private Limited	0	-	-	-
ReNew Wind Energy (AP 3) Private Limited	0	-	-	-
ReNew Wind Energy (MP Two) Private Limited	0	-	-	-
ReNew Wind Energy (Rajasthan One) Private Limited	0	-	-	-
ReNew Wind Energy (Sipla) Private Limited	0	-	-	-
ReNew Wind Energy (Jamb) Private Limited	0	-	-	-
ReNew Wind Energy (Orissa) Private Limited	0	-	-	-
ReNew Wind Energy (TN) Private Limited	1	-	-	-
ReNew Wind Energy (AP 2) Private Limited	0	-	-	-
ReNew Wind Energy (Rajasthan 3) Private Limited	0	-	-	-
Narmada Wind Energy Private Limited	0	-	-	-
Helios Infratech Private Limited	0	-	-	-
Shruti Power Private Limited	0	-	-	-
Molagavalli Renewable Private Limited	0	-	-	-
ReNew Vayu Urja Private Limited	0	-	-	-
Kanak Renewables Limited	0	-	-	-
Rajat Renewables Limited	0	-	-	-
Ostro Jaisalmer Private Limited	0	-	-	-
Ostro Renewables Private Limited	0	-	-	-
Ostro Urja Wind Private Limited	0	-	-	-
Ostro Dakshin Power Private Limited	0	-	-	-
Ostro Andhra Wind Private Limited	0	-	-	-
Ostro AP Wind Private Limited	0	-	-	-
Ostro Madhya Wind Private Limited	0	-	-	-
Ostro Kutch Wind Private Limited	3	-	-	-
AVP Powerinfra Private Limited	0	-	-	-
Ostro Anantapur Private Limited	0	-	-	-
Ostro Mahawind Private Limited	0	-	-	-
Pugalur Renewable Private Limited	0	-	-	-
Zemira Renewable Private Limited	0	-	-	-
ReNew Solar Power Private Limited	13	-	-	-
ReNew Solar Energy Private Limited	10	-	-	-
ReNew Solar Energy (Rajasthan) Private Limited	0	-	-	-
ReNew Solar Energy (TN) Private Limited	0	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	-
ReNew Akshay Urja Limited	1	-	-	-
ReNew Saur Urja Private Limited	0	-	-	-
ReNew Clean Energy Private Limited	0	-	-	-
ReNew Agni Power Private Limited	0	-	-	-
ReNew Saur Shakti Private Limited	5	-	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	1	-	-	-
ReNew Wind Energy (MP Four) Private Limited	0	-	-	-
ReNew Wind Energy (MP Three) Private Limited	0	-	-	-
ReNew Wind Energy (Rajasthan Four) Private Limited	0	-	-	-
ReNew Wind Energy (Maharashtra) Private Limited	0	-	-	-
ReNew Wind Energy (Karnataka 4) Private Limited	0	-	-	-
Bhumi Prakash Private Limited	0	-	-	-
Tarun Kiran Bhoomi Private Limited	-	-	-	-
Lexicon Vanijya Private Limited	0	-	-	-
Star Solar Power Private Limited	0	-	-	-
ReNew Wind Energy (Budh 3) Private Limited	1	-	-	-
ReNew Wind Energy (TN 2) Private Limited	0	-	-	-
ReNew Distributed Solar Energy Private Limited	5	-	-	-
ReNew Distributed Solar Power Private Limited	4	-	-	-
ReNew Saur Vidyut Private Limited	1	-	-	-
SunSource Energy Services Private Limited	0	-	-	-
ReNew Solar Sun Flame Private Limited	2	-	-	-
Prathamesh Solarfarms Limited	0	-	-	-
Abha Solarfarms Limited	0	-	-	-
ReNew Transmission Ventures Private Limited	0	-	-	-
Adyah Solar Energy Private Limited	0	-	-	-
Total	**110**	**284**	**119**	**154**

# ReNew Power Service Private Limited and Ostro Energy Private Limited has charged certain common expenses to its group companies on the basis of its best estimate expenses incurred for each of its group companies and recovered the said expenses in the form of "Management Shared Services". The Management believes that the method adopted is most appropriate basis for recovering of such common expenses.

Expenses incurred on behalf of the Company by related parties & outstanding balance as at:

Name of Related party	31st March 2019		31st March 2018	
	Trade Payable	Management Shared Services	Expenses made	Management Shared Services
ReNew Wind Energy (Welturi) Private Limited	-	-	1	-
ReNew Wind Energy (AP) Private Limited	-	-	14	-
ReNew Wind Energy (Rajkot) Private Limited	10	-	56	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	88	-
ReNew Wind Energy MP Private Limited	28	-	148	-
ReNew Wind Energy (Jamb) Private Limited	-	-	30	-
ReNew Wind Energy (Jath Three) Private Limited	2	-	2	-
ReNew Wind Energy (AP 4) Private Limited	0	-	0	-
ReNew Wind Energy (MP One) Private Limited	0	-	0	-
ReNew Wind Energy (Karnataka Five) Private Limited	0	-	0	-
ReNew Solar Energy (Telangana) Private Limited	-	-	9	-
ReNew Saur Urja Private Limited	-	-	0	-
Ostro Energy Private Limited	-	168	106	149
Symphony Vyapaar Private Limited	-	-	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	2	-	1	-
ReNew Wind Energy (Maharashtra) Private Limited	-	-	16	-
ReNew Power Services Private Limited	-	103	2	-
ReNew Wind Energy (MP Four) Private Limited	0	-	-	-
ReNew Wind Energy (Karnataka 3) Private Limited	1	-	-	-
ReNew Agni Power Private Limited	1	-	-	-
Abha Solarfarms Limited	-	-	-	-
ReNew Solar Sun Flame Private Limited	2	-	-	-
ReNew Surya Prakash Private Limited	0	-	-	-
ReNew Distributed Solar Power Private Limited	4	-	-	-
ReNew Distributed Solar Energy Private Limited	4	-	-	-
ReNew Solar Energy Private Limited	0	-	-	-
ReNew Solar Power Private Limited	13	-	-	-
Total	**66**	**270**	**473**	**149**

b **Rendering of management shared services, reimbursement of expenses and expenses incurred on behalf of various subsidiaries by the Company:-**

Name of Related party	for the year ended 31st March 2019			for the year ended 31st March 2018		
	Expenses on Behalf	Management Shared Services	Reimbursement Of Expenses	Expenses on Behalf	Management Shared Services	Reimbursement Of Expenses
ReNew Wind Energy (Rajasthan) Private Limited	1	13	1	3	12	3
ReNew Wind Energy (Welturi) Private Limited	0	7	1	0	6	2
ReNew Wind Energy (Devgarh) Private Limited	0	12	14	0	11	3
ReNew Wind Energy (Karnataka) Private Limited	1	23	2	3	25	7
ReNew Wind Energy (AP) Private Limited	1	15	1	0	14	4
ReNew Wind Energy (Rajkot) Private Limited	1	15	1	-	17	5
ReNew Wind Energy (Jath) Limited	0	19	2	0	34	5
ReNew Wind Energy (Delhi) Private Limited	0	6	1	14	6	2
ReNew Wind Energy (Shivpur) Private Limited	0	43	4	2	39	11
ReNew Wind Energy (Jadeswar) Private Limited	0	2	0	1	2	1
ReNew Wind Energy (Varekarwadi) Private Limited	7	97	9	-	88	26
ReNew Wind Energy MP Private Limited	-	-	-	2	-	-
ReNew Wind Energy (AP 3) Private Limited	0	9	1	-	6	2
ReNew Wind Energy (MP Two) Private Limited	-	8	1	0	7	2
ReNew Wind Energy (Rajasthan One) Private Limited	0	11	1	0	12	3
ReNew Wind Energy (Sipla) Private Limited	0	27	2	15	26	7
ReNew Wind Energy (Jamb) Private Limited	-	-	-	-	0	-
ReNew Wind Energy (Orissa) Private Limited	0	-	-	0	-	-
ReNew Wind Energy (TN) Private Limited	0	58	6	0	-	-
ReNew Wind Energy (Rajasthan 2) Private Limited	-	-	-	0	-	-
ReNew Wind Energy (AP 2) Private Limited	6	108	10	0	34	10
ReNew Wind Energy (Karnataka Two) Private Limited	1	-	-	0	-	-
ReNew Wind Energy (Vaspet 5) Private Limited	-	-	-	0	-	-
ReNew Wind Energy (Rajasthan 3) Private Limited	0	22	30	-	22	6
Narmada Wind Energy Private Limited	0	12	1	4	11	3
Abaha Wind Energy Private Limited	-	-	-	0	-	-
Helios Infratech Private Limited	0	22	2	13	17	5
Shruti Power Private Limited	0	2	0	1	2	1
Molagavalli Renewable Private Limited	0	12	1	23	10	3
ReNew Vayu Urja Private Limited	18	69	7	7	7	2
ReNew Solar Power Private Limited	8	1,210	45	-	5	0
ReNew Solar Energy Private Limited	13	-	-	5	27	0
ReNew Solar Energy (TN) Private Limited	1	-	-	0	15	3
ReNew Solar Energy (Karnataka) Private Limited	0	-	-	2	16	3
ReNew Akshay Urja Limited	1	-	-	34	57	8
ReNew Solar Energy (Telangana) Private Limited	1	-	24	1	122	27
ReNew Saur Urja Private Limited	1	-	20	4	44	9
ReNew Clean Energy Private Limited	0	-	10	4	33	7
ReNew Solar Services Private Limited	0	-	-	0	-	-
ReNew Agni Power Private Limited	-	-	-	-	5	1
ReNew Mega Solar Power Private Limited	0	-	-	1	12	3
ReNew Saur Shakti Private Limited	0	-	-	7	58	13
ReNew Sol Energy (Jharkhand One) Private Limited	-	-	-	3	-	-
ReNew Power Services Private Limited	171	-	-	45	-	-
ReNew Sol Energy (Jharkhand Three) Private Limited	-	-	-	2	-	-
ReNew Sol Energy (Jharkhand Four) Private Limited	-	-	-	1	-	-
ReNew Sol Energy (Jharkhand Five) Private Limited	6	-	-	2	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	0	-	-	0	7	2
ReNew Wind Energy (Karnataka 3) Private Limited	0	-	-	0	4	1
ReNew Wind Energy (MP Four) Private Limited	0	-	-	2	14	3
ReNew Wind Energy (MP Three) Private Limited	1	-	-	5	17	4
ReNew Wind Energy (Rajasthan Four) Private Limited	1	-	-	2	15	3
ReNew Wind Energy (Maharashtra) Private Limited	0	-	-	-	16	4
ReNew Wind Energy (Karnataka 4) Private Limited	0	-	-	1	4	1
Bhumi Prakash Private Limited	1	-	-	4	13	3
Tarun Kiran Bhoomi Private Limited	0	-	-	1	3	1
ReNew Wind Energy (AP Five) Private Limited	-	-	-	0	-	-
Symphony Vyapaar Private Limited	1	-	-	-	3	1
Lexicon Vanijya Private Limited	1	-	-	2	3	1
Star Solar Power Private Limited	0	-	-	-	1	0
Sungold Energy Private Limited	-	-	-	2	1	0
ReNew Wind Energy (Budh 3) Private Limited	2	-	11	8	31	7
ReNew Wind Energy (TN 2) Private Limited	1	-	-	33	78	17
ReNew Distributed Solar Services Private Limited	0	-	-	0	1	0
ReNew Distributed Solar Energy Private Limited	0	-	-	0	0	0
ReNew Distributed Solar Power Private Limited	0	-	-	0	-	-
ReNew Surya Mitra Private Limited	-	-	-	0	-	-
ReNew Surya Prakash Private Limited	0	-	-	0	0	0
ReNew Saur Vidyut Private Limited	0	-	-	2	2	0
SunSource Energy Services Private Limited	0	-	-	-	1	0

Name of Related party	for the year ended 31st March 2019			for the year ended 31st March 2018		
	Expenses on Behalf	Management Shared Services	Reimbursement Of Expenses	Expenses on Behalf	Management Shared Services	Reimbursement Of Expenses
ReNew Solar Sun Flame Private Limited	0	-	-	0	-	-
ReNew Solar Daylight Energy Private Limited	-	-	-	-	-	-
Zemira Renewable Private Limited	122	11	1	885	-	-
Pugalur Renewable Private Limited	3	11	1	-	86	25
Bidwal Renewable Private Limited	1	10	1	-	73	21
Ostro Kutch Wind Private Limited	35	344	33	-	-	-
Ostro Urja Wind Private Limited	4	16	1	-	-	-
Rajat Renewables Limited	0	3	1	-	-	-
Kanak Renewables Limited	312	21	8	-	-	-
Ostro Dakshin Power Private Limited	0	24	2	-	-	-
AVP Powerinfra Private Limited	13	7	1	-	-	-
Ostro Jaisalmer Private Limited	2	13	1	-	-	-
Ostro Madhya Wind Private Limited	4	22	2	-	-	-
Ostro Anantapur Private Limited	5	21	2	-	-	-
Ostro AP Wind Private Limited	0	23	2	-	-	-
Ostro Mahawind Private Limited	0	17	2	-	-	-
Ostro Renewables Private Limited	0	5	0	-	-	-
Ostro Andhra Wind Private Limited	0	22	2	-	-	-
ReNew Power Singapore PTE Limited	1	-	-	-	-	-
ReNew Transmission Ventures Private Limited	4	-	-	-	-	-
ReNew Solar Energy (Rajasthan) Private Limited	2	-	-	-	-	-
Ostro Energy Private Limited	1	-	-	-	-	-
Badoni Power Private Limited	13	7	1	-	-	-
Prathamesh Solarfarms Limited	2	-	-	-	-	-
Adyah Solar Energy Private Limited	7	-	-	-	-	-
Abha Solarfarms Limited	3	-	-	-	-	-
Auxo Solar Energy Private Limited	14	-	-	-	-	-
Total	**798**	**2,401**	**270**	**1,147**	**1,177**	**281**

* Inclusive of service tax and GST of INR 366 (31 March 2017: INR 174)

Fixed Asset purchased and fixed asset sold by the Company from related parties during the year and outstanding balance there of :-

Name of Related party	for the year ended 31st March 2019		31st March 2019	for the year ended 31st March 2018		31st March 2018
	Fixed assets sold	Fixed Assets Purchased	Capital Creditors	Fixed assets sold	Fixed Assets Purchased	Capital Creditors
ReNew Wind Energy (Shivpur) Private Limited	1	-	-	-	-	-
Ostro Alpha Wind Private Limited	-	1	1	-	-	-
Total	**1**	**1**	**1**	**-**	**-**	**-**

Balance reoverable as at the year end from various subsidiaries

Name of Related party	31st March 2019		31st March 2018	
	Trade Receivable and unbilled Revenue *	Recoverable from Related Parties	Trade Receivable and unbilled Revenue *	Recoverable from Related Parties
ReNew Wind Energy (Rajasthan) Private Limited	13	-	1	-
ReNew Wind Energy (Welturi) Private Limited	6	1	58	58
ReNew Wind Energy (Devgarh) Private Limited	11	13	65	9
ReNew Wind Energy (Karnataka) Private Limited	22	2	149	36
ReNew Wind Energy (AP) Private Limited	26	2	35	4
ReNew Wind Energy (Rajkot) Private Limited	15	1	90	5
ReNew Wind Energy (Jath) Limited	18	2	93	21
ReNew Wind Energy (Delhi) Private Limited	6	1	19	20
ReNew Wind Energy (Shivpur) Private Limited	41	4	206	21
ReNew Wind Energy (Jadeswar) Private Limited	2	0	20	10
ReNew Wind Energy (Varekarwadi) Private Limited	121	15	181	23
ReNew Wind Energy MP Private Limited	-	-	29	7
ReNew Wind Energy (AP 3) Private Limited	37	10	29	9
ReNew Wind Energy (MP Two) Private Limited	7	1	27	2
ReNew Wind Energy (Rajasthan One) Private Limited	13	26	105	25
ReNew Wind Energy (Sipla) Private Limited	56	38	30	36
ReNew Wind Energy (Jamb) Private Limited	0	-	32	7
ReNew Wind Energy (Orissa) Private Limited	-	0	-	0
ReNew Wind Energy (TN) Private Limited	53	7	-	3
ReNew Wind Energy (Rajasthan 2) Private Limited	-	0	-	0
ReNew Wind Energy (AP 2) Private Limited	131	27	32	11
ReNew Wind Energy (Karnataka Two) Private Limited	-	1	-	0
ReNew Wind Energy (Vaspet 5) Private Limited	-	0	-	0
ReNew Wind Energy (Rajasthan 3) Private Limited	21	29	14	11
Narmada Wind Energy Private Limited	12	1	50	10
Abaha Wind Energy Private Limited	-	5	-	5
Helios Infratech Private Limited	21	11	2	11
Shruti Power Private Limited	1	3	-	3
Molagavalli Renewable Private Limited	11	1	9	26
ReNew Vayu Urja Private Limited	73	33	7	9
ReNew Solar Power Private Limited	1,154	64	157	16
ReNew Solar Energy Private Limited	0	8	618	6
ReNew Solar Energy (Rajasthan) Private Limited	18	2	-	1
ReNew Solar Energy (TN) Private Limited	152	15	126	13
ReNew Solar Energy (Karnataka) Private Limited	128	14	152	14
ReNew Akshay Urja Limited	185	68	128	68
ReNew Solar Energy (Telangana) Private Limited	49	46	185	32
ReNew Saur Urja Private Limited	-	37	49	17
ReNew Clean Energy Private Limited	-	10	31	18
ReNew Solar Services Private Limited	-	0	-	0
ReNew Agni Power Private Limited	19	-	5	1
ReNew Mega Solar Power Private Limited	53	5	19	5
ReNew Saur Shakti Private Limited	-	18	53	23
ReNew Sol Energy (Jharkhand One) Private Limited	-	3	-	3
ReNew Power Services Private Limited	-	-	-	44
ReNew Sol Energy (Jharkhand Three) Private Limited	-	2	-	2
ReNew Sol Energy (Jharkhand Four) Private Limited	-	0	-	1
ReNew Sol Energy (Jharkhand Five) Private Limited	-	8	-	2
ReNew Solar Energy (Karnataka Two) Private Limited	-	-	7	3
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	4	2
ReNew Wind Energy (MP Four) Private Limited	-	-	14	5
ReNew Wind Energy (MP Three) Private Limited	14	1	16	9
ReNew Wind Energy (Rajasthan Four) Private Limited	3	5	14	5
ReNew Wind Energy (Maharashtra) Private Limited	-	-	15	3
ReNew Wind Energy (Karnataka 4) Private Limited	-	0	4	2
Bhumi Prakash Private Limited	3	0	12	6
Tarun Kiran Bhoomi Private Limited	-	1	3	1
ReNew Wind Energy (AP Five) Private Limited	(0)	0	-	0
Symphony Vyapaar Private Limited	-	1	11	1
Lexicon Vanijya Private Limited	5	1	12	3
Star Solar Power Private Limited	-	2	5	2
Sungold Energy Private Limited	30	(0)	5	4
ReNew Wind Energy (Budh 3) Private Limited	6	38	30	25
ReNew Wind Energy (TN 2) Private Limited	1	50	51	49
ReNew Distributed Solar Services Private Limited	-	0	1	0
ReNew Distributed Solar Energy Private Limited	-	-	0	0
ReNew Distributed Solar Power Private Limited	-	-	-	0
ReNew Surya Mitra Private Limited	-	0	-	0
ReNew Surya Prakash Private Limited	2	0	0	0
ReNew Saur Vidyut Private Limited	2	2	2	2
SunSource Energy Services Private Limited	-	0	2	0
ReNew Solar Sun Flame Private Limited	-	-	-	0
ReNew Solar Daylight Energy Private Limited	11	0	-	-
Zemira Renewable Private Limited	89	3	-	885
Pugalur Renewable Private Limited	77	27	79	23
Bidwal Renewable Private Limited	331	21	67	20
ReNew Transmission Ventures Private Limited	16	3	-	-
Ostro Kutch Wind Private Limited	3	64	-	-
Ostro Urja Wind Private Limited	20	6	-	-
Rajat Renewables Limited	23	2	-	-
Kanak Renewables Limited	7	320	-	-
Ostro Dakshin Power Private Limited	13	2	-	-
AVP Powerinfra Private Limited	22	13	-	-
Ostro Jaisalmer Private Limited	20	4	-	-
Ostro Madhya Wind Private Limited	22	6	-	-
Ostro Anantapur Private Limited	16	7	-	-
Prathamesh Solarfarms Limited	4	2	-	-
Ostro AP Wind Private Limited	21	2	-	-
Ostro Mahawind Private Limited	-	1	-	-
Ostro Renewables Private Limited	-	0	-	-
Ostro Andhra Wind Private Limited	-	2	-	-
Adyah Solar Energy Private Limited	-	7	-	-
ReNew Power Singapore PTE Limited	7	1	-	-
Badoni Power Private Limited	-	14	-	-
Ostro Energy Private Limited	-	-	-	-
ReNew Wind Energy (Karnataka Five) Private Limited	-	-	-	-
ReNew Wind Energy (MP One) Private Limited	-	-	-	-
ReNew Wind Energy (AP 4) Private Limited	-	-	-	-
ReNew Wind Energy (Jath Three) Private Limited	-	-	-	-
Abha Solarfarms Limited	-	3	-	-
Ostro Alpha Wind Private Limited	-	-	-	-
Auxo Solar Energy Private Limited	-	14	-	-
Total	**3,245**	**1,160**	**3,157**	**1,698**

* Includes unbilled revenue of INR Nil (31st March 2018:INR Nil) and trade receivable of INR 3,245 (31st March 2018 : INR 3,157)

c **Investment made in subsidiaries***

Name of Related party	for the year ended 31st March 2019	for the year ended 31st March 2018
Investment in Equity Shares		
ReNew Wind Energy (AP 3) Private Limited	-	279
Helios Infratech Private Limited	-	970
Molagavalli Renewable Private Limited	-	603
ReNew Vayu Urja Private Limited	-	4,452
ReNew Solar Power Private Limited	360	50
ReNew Solar Energy Private Limited	15	228
ReNew Wind Energy (Karnatka) Private Limited	-	7
ReNew Power Services Private Limited	772	5,698
Zemira Renewable Private Limited	226	1
Pugalur Renewable Private Limited	665	0
Bidwal Renewable Private Limited	545	0
Kanak Renewables Limited	1	0
Rajat Renewables Limited	1	0
ReNew Transmission Ventures Private Limited	-	0
ReNew Power Singapore PTE Limited	-	0
ReNew Americas INC	17	-
ReNew Power International	22	-
Deemed Investment- Share based Payment		-
ReNew Power Services Private Limited	11	49
		-
Investment in Compulsory Convertible Preference Shares		-
ReNew Solar Power Private Limited	-	2,958
		-
Investment in Optionally Convertible Redeemable Preference Shares		-
ReNew Wind Energy (Devgarh) Private Limited	2,700	-
		-
Investment in Redeemable Preference Shares		-
Bidwal Renewable Private Limited	515	-
Pugalur Renewable Private Limited	632	-
ReNew Power Services Private Limited	-	22,902
Total	**6,482**	**38,197**

Sale of Investment in subsidiaries to ReNew Wind Energy (Shivpur) Private Limited

Name of Related party	for the year ended 31st March 2019	for the year ended 31st March 2018
Redeemable Preference Shares		
ReNew Power Services Private Limited	828	-
Total	**828**	-

Advance received for sale of redeemable non-cumulative preference shares and oustanding as at the year ended 31 March 2019:

Name of Related party	31st March 2019	31st March 2018
ReNew Wind Energy (Rajasthan 3) Private Limited	420	-
ReNew Wind Energy (Devgarh) Private Limited	850	-
Total	**1,270**	-

* For Balances Outstanding as at Year End refer note 6

d **Share Application money paid to, refunded by subsidiaries during the year and outstanding balance therof:-**
Share Application money paid to subsidiaries during the year

Name of Related party	for the year ended 31st March 2019	for the year ended 31st March 2018
ReNew Wind Energy (Karnatka) Private Limited		7
ReNew Wind Energy (AP 3) Private Limited		279
Helios Infratech Private Limited		970
Molagavalli Renewable Private Limited		580
ReNew Solar Power Private Limited	1,609	1,808
ReNew Power Services Private Limited	1,343	28,649
ReNew Solar Energy Private Limited	15	163
Kanak Renewables Limited	1	0
Rajat Renewables Limited	1	0
ReNew Wind Energy (Devgarh) Private Limited	2,700	-
ReNew Wind Energy (TN) Private Limited	0	-
ReNew Power Singapore PTE Limited	1	-
Zemira Renewable Private Limited	226	-
Pugalur Renewable Private Limited	1,297	-
Bidwal Renewable Private Limited	1,060	-
ReNew Power International	35	-
ReNew Americas INC	17	-
ReNew Transmission Ventures Private Limited	-	0
Total	**8,305**	**32,457**

Share Application money refunded by subsidiaries during the year

Name of Related party	for the year ended 31st March 2019	for the year ended 31st March 2018
ReNew Wind Energy (AP 2) Private Limited	-	970
ReNew Solar Power Private Limited	-	320
ReNew Power Services Private Limited	486	-
Total	**486**	**1,290**

Share Application Money Pending Allotment

Name of Related party	31st March 2019	31st March 2018
ReNew Power Services Private Limited	85	-
ReNew Solar Power Private Limited	1,249	-
ReNew Power International	13	-
ReNew Wind Energy (TN) Private Limited	0	-
ReNew Power Singapore PTE Limited	1	-
Total	**1,348**	-

(Amounts in INR millions, unless otherwise stated)

e Loans Taken & Repayment thereof and Balances outstanding as at the year end 31st March 2019

Name of Related party	**for the year ended 31st March 2019**			**31st March 2019**	
	Loan Taken	**Repayment Made**	**Interest Expenses**	**Loan Outstanding**	**Interest accrued**
ReNew Sol Energy (Jharkhand Five) Private Limited	6,870	6,870	243	-	172
ReNew Sol Energy (Jharkhand Four) Private Limited	1,440	321	106	1,119	113
ReNew Sol Energy (Jharkhand Three) Private Limited	2,005	348	152	1,657	156
ReNew Sol Energy (Jharkhand One) Private Limited	3,129	18	101	3,112	110
ReNew Saur Urja Private Limited	1,620	-	6	1,635	26
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	-	-	9
ReNew Wind Energy (Jadeswar) Private Limited	-	-	-	-	23
ReNew Wind Energy (Welturi) Private Limited	-	-	-	-	10
ReNew Akshay Urja Limited	-	4	0	-	4
ReNew Solar Energy (Karnataka) Private Limited	-	-	25	317	53
ReNew Solar Energy (TN) Private Limited	-	-	88	1,100	158
Prathamesh Solarfarms Limited	729	303	22	426	19
Ostro Renewables Private Limited	482	-	18	482	16
Ostro Jaisalmer Private Limited	824	91	25	733	23
Ostro Urja Wind Private Limited	1,903	10	1	1,893	1
Ostro Madhya Wind Private Limited	1,426	144	38	1,282	35
AVP Powerinfra Private Limited	350	63	10	288	9
Ostro Anantapur Private Limited	804	258	3	546	3
Badoni Power Private Limited	599	86	16	513	14
Ostro Mahawind Private Limited	64	17	1	47	1
ReNew Solar Services Private Limited	1,803	150	25	1,653	23
ReNew Clean Energy Private Limited	1,918	16	5	1,902	5
Symphony Vyapaar Private Limited	47	-	0	47	0
Lexicon Vanijya Private Limited	53	-	1	53	0
Star Solar Power Private Limited	30	-	0	30	0
Heramba Renewables Limited	84	15	1	69	1
Aalok Solarfarms Limited	42	5	0	37	0
Shreyas Solarfarms Limited	84	13	1	71	1
ReNew Wind Energy (Devgarh) Private Limited	2,296	-	10	2,296	9
ReNew Wind Energy (Rajasthan 3) Private Limited	1,643	-	6	1,643	6
ReNew Solar Energy (Telangana) Private Limited	2,801	-	10	2,801	9
ReNew Saur Shakti Private Limited	472	-	2	472	8
ReNew Wind Energy (Budh 3) Private Limited	1,219	-	1	1,219	1
Nokor Solar Energy Private Limited	117	117	-	-	-
Zorya Solar Energy Private Limited	117	117	-	-	-
Toatl	**34,968**	**8,964**	**918**	**27,440**	**1,021**

Loans Taken & Repayment thereof and balances outstanding as at the year end 31st March 2018

Name of Related party	**for the year ended 31st March 2018**			**31st March 2018**	
	Loan Taken	**Repayment Made**	**Interest Expenses**	**Loan Outstanding**	**Interest accrued**
ReNew Wind Energy (Welturi) Private Limited	-	-	-	-	10
ReNew Wind Energy (Jadeswar) Private Limited	-	90	3	-	23
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	-	-	9
ReNew Solar Energy (TN) Private Limited	240	-	79	1,100	79
ReNew Akshay Urja Private Limited	354	350	9	4	4
ReNew Saur Urja Private Limited	930	915	57	15	21
ReNew Clean Energy Private Limited	-	-	-	-	1
ReNew Saur Shakti Private Limited	-	-	-	-	7
ReNew Solar Energy (Jharkhand One) Private Limited	1,590	1,590	94	-	19
ReNew Solar Energy (Jharkhand Three) Private Limited	2,060	2,060	110	-	20
ReNew Solar Energy (Jharkhand Four) Private Limited	2,275	2,275	99	-	18
ReNew Solar Energy (Jharkhand Five) Private Limited	2,043	2,043	103	-	15
ReNew Solar Energy (Karnatka) Private Limited	-	73	29	317	28
Total	**9,492**	**9,395**	**584**	**1,437**	**254**

f Loans given & repayment thereof and balances outstanding as at the year ended 31-March-2019

Name of Related Party	**for the year ended 31st March 2019**			**31st March 2019**	
	Loan given	**Repayment received**	**Interest income**	**Loan outstanding**	**Accrued interest**
ReNew Transmission Ventures Private Limited	10	-	0	10	0
ReNew Wind Energy (Karnataka 4) Private Limited	-	0	-	-	0
ReNew Wind Energy (Rajasthan Four) Private Limited	-	0	-	-	0
ReNew Wind Energy (MP Three) Private Limited	-	0	-	-	0
ReNew Power Services Private Limited	1,778	1,551	240	2,822	200
ReNew Solar Energy Private Limited	3,145	4,386	146	1,250	169
ReNew Solar Power Private Limited	19,001	13,249	984	13,225	1,047
Zemira Renewable Private Limited	1,163	332	45	832	43
Bidwal Renewable Private Limited	1,016	1,060	66	16	62
Pugalur Renewable Private Limited	1,157	1,311	88	82	83
Rajat Renewables Limited	315	-	32	419	30
Kanak Renewables Limited	2,944	2,443	119	504	112
ReNew Vayu Urja Private Limited	1,667	496	37	1,429	39
Molagavalli Renewable Private Limited	4	387	2	-	29
Shruti Power Private Limited	64	4,003	19	74	38
Helios Infratech Private Limited	180	41	101	1,300	147
Abaha Wind Energy Private Limited	-	-	1	9	4
Narmada Wind Energy Private Limited	50	162	12	114	11
ReNew Wind Energy (Rajasthan 3) Private Limited	50	-	2	58	2
ReNew Wind Energy (Karnataka Five) Private Limited	-	-	4	49	12
ReNew Wind Energy (MP One) Private Limited	2	-	5	64	18
ReNew Wind Energy (AP 4) Private Limited	-	-	1	15	4
ReNew Wind Energy (Jath Three) Private Limited	-	-	0	5	2
ReNew Wind Energy (Vaspet 5) Private Limited	-	-	0	3	1
ReNew Wind Energy (Karnataka Two) Private Limited	6	-	1	10	1
ReNew Wind Energy (AP 2) Private Limited	8,843	5,349	192	4,149	176
ReNew Wind Energy (Rajasthan 2) Private Limited	-	-	0	5	2
ReNew Wind Energy (TN) Private Limited	3,731	1,932	56	1,805	51
ReNew Wind Energy (Orissa) Private Limited	6	-	5	66	9
ReNew Wind Energy (Jamb) Private Limited	2,102	750	104	1,815	119
ReNew Wind Energy (Sipla) Private Limited	-	-	147	1,833	312
ReNew Wind Energy (Rajasthan One) Private Limited	13	98	4	25	3
ReNew Wind Energy (AP 3) Private Limited	6	-	9	117	31
ReNew Wind Energy MP Private Limited	4	269	11	-	1
ReNew Wind Energy (Varekarwadi) Private Limited	1,211	40	75	1,812	113
ReNew Wind Energy (Jadeswar) Private Limited	600	542	2	264	1
ReNew Wind Energy (Delhi) Private Limited	124	-	4	126	4
ReNew Wind Energy (Jath) Limited	-	-	0	0	2
ReNew Wind Energy (AP) Private Limited	4,006	2,769	83	1,352	76
ReNew Wind Energy (Devgarh) Private Limited	-	290	45	400	208
ReNew Wind Energy (Rajasthan) Private Limited	99	66	1	33	0
Ostro Energy Private Limited	7,530	6,664	58	866	52
ReNew Saur Urja Private Limited	10	5	0	5	5
Ostro Madhya Wind Private Limited	97	97	1	-	0
Ostro Anantapur Private Limited	96	96	1	-	1
Ostro Kutch Wind Private Limited	484	402	3	82	3
Ostro Urja Wind Private Limited	90	90	0	-	0
Ostro Jaisalmer Private Limited	47	47	0	-	0
ReNew Akshay Urja Limited	454	-	6	454	5
ReNew Wind Energy (TN 2) Private Limited	-	-	-	-	0
ReNew Wind Energy (Budh 3) Private Limited	-	-	-	-	1
Bhumi Prakash Private Limited	-	-	-	-	0
ReNew Wind Energy (Maharashtra) Private Limited	-	-	-	-	0
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	-	-	7
ReNew Solar Energy (Telangana) Private Limited	-	-	-	-	1
ReNew Americas INC	65	-	1	65	1
ReNew Distributed Solar Power Private Limited	50	-	2	50	2
Ostro Dhar Wind Private Limited	2	-	0	2	0
Ostro Andhra Wind Private Limited	80	80	1	-	1
Ostro AP Wind Private Limited	96	96	1	-	-
Adyah Solar Energy Private Limited	4	-	0	4	0
ReNew Clean Energy Private Limited	383	-	0	383	0
ReNew Wind Energy (MP Four) Private Limited	5	-	0	5	0
Vivasvat Solar Energy Private Limited	138	-	0	138	0
Nokor Solar Energy Private Limited	138	-	0	138	0
Akhilagya Solar Energy Private Limited	137	-	0	137	0
Abha Sunlight Private Limited	117	-	0	117	0
Izra Solar Energy Private Limited	127	-	0	127	0
Nokor Bhoomi Private Limited	126	-	0	126	0
Zorya Solar Energy Private Limited	117	-	0	117	0
Auxo Solar Energy Private Limited	1,971	-	6	1,971	5
Total	**65,659**	**49,104**	**2,730**	**40,874**	**3,248**

Loans given & repayment thereof and balances outstanding as at the year ended 31-March-2018

Name of Related Party	for the year ended 31st March 2018			31st March 2018	
	Loan given	Repayment received	Interest income	Loan outstanding	Accrued interest
ReNew Wind Energy (Rajasthan) Private Limited	137	848	21	-	-
ReNew Wind Energy (Devgarh) Private limited	-	288	64	690	169
ReNew Wind Energy (Karnataka) Private limited	-	-	-	0	-
ReNew Wind Energy (AP) Private Limited	1,985	1,870	12	115	12
ReNew Wind Energy (Jath) Limited	-	163	9	0	42
ReNew Wind Energy Delhi Private limited	382	395	15	2	1
ReNew Wind Energy (Shivpur) Private limited	6	6	-	0	-
ReNew Wind Energy (Jadeswar) Private limited	473	267	17	206	16
ReNew Wind Energy (Varekarwadi) Private limited	434	290	30	641	42
ReNew Wind Energy (MP) Private Limited	604	373	25	265	47
ReNew Wind Energy (AP 3) Private Limited	27	364	15	111	22
ReNew Wind Energy (Rajasthan One) Private Limited	1,087	1,163	43	110	92
ReNew Wind Energy (Sipla) Private Limited	137	-	142	1,833	172
ReNew Wind Energy (Jamb) Private Limited	574	117	6	463	25
ReNew Wind Energy (Orissa) Private Limited	34	-	4	60	5
ReNew Wind Energy (TN) Private Limited	5	-	0	6	0
ReNew Wind energy (Rajasthan 2) Private Limited	-	-	0	5	1
ReNew Wind Energy (AP 2) Private Limited	654	23	3	655	3
ReNew Wind Energy (Karnataka Two) Private Limited	-	-	0	5	1
ReNew Wind Energy (Vaspet 5) Private Limited	-	-	0	3	1
ReNew Wind Energy (Jath Three) Private Limited	-	-	0	5	1
ReNew Wind Energy (AP 4) Private Limited	2	-	1	15	2
ReNew Wind Energy (MP One) Private Limited	-	-	5	62	13
ReNew Wind Energy (Karnataka Five) Private Limited	1	-	4	49	8
ReNew Wind Energy (Rajasthan 3) Private Limited	-	289	6	8	44
Narmada Wind Energy Private Limited	672	820	50	226	87
Abaha Wind Energy Developers Private Limited	2	-	1	9	4
Helios Infratech Private Limited	774	120	55	1,161	52
Shruti Power Projects Private Limited	4,760	770	24	4,013	21
Molagavalli Renewable Private Limited	583	200	32	383	29
ReNew Vayu Urja Private Limited	328	70	5	258	4
ReNew Solar Power Private Limited	10,480	4,925	411	7,473	424
ReNew Solar Energy Private Limited	6,586	5,934	183	2,491	199
ReNew Solar Energy (TN) Private Limited	-	0	-	-	-
ReNew Solar Energy (Telangana) Private Limited	-	7	-	-	1
ReNew Saur Urja Private Limited	-	62	2	-	5
ReNew Clean Energy Private limited	-	5	-	-	7
ReNew Wind energy (Vaspet 4) Private Limited	-	2	0	-	-
ReNew Power Services Private Limited	2,710	115	40	2,595	36
ReNew Wind Energy (Karnataka 3) Private Limited	-	28	1	-	7
ReNew Wind Energy (MP Four) Private limited	-	-	-	-	0
ReNew Wind Energy (MP Three) Private limited	-	-	0	0	0
ReNew Wind Energy (Rajasthan four) Private limited	-	-	0	0	0
ReNew Wind Energy (Maharashtra) Private Limited	-	-	-	-	0
ReNew Wind Energy (Karnataka 4) Private Limited	-	-	0	0	0
Bhumi Prakash Private Limited	-	-	-	-	0
ReNew Wind energy (Budh 3) Private Limited	-	5	0	-	1
ReNew Wind Energy (TN 2) Private Limited	-	-	-	-	0
Kanak Renewables Limited	3	-	0	3	0
Rajat Renewables Limited	103	-	1	103	0
Pugalur Renewable Private Limited	236	-	1	236	1
Bidwal Renewable Private Limited	60	-	0	60	0
Total	**33,837**	**19,519**	**1,226**	**24,319**	**1,597**

g Transactions and balances with Enterprises owned are significantly influenced by key management personnel or their relatives

Transactions and balances with subsidiaries on interest on loan (redeemable non cumulative preference shares)

Name of Related party	31 March 2019		31 March 2018	
	Interest income	Loan outstanding	Interest income	Loan outstanding
ReNew Wind Energy (Karnataka) Private Limited	54	496	48	442
ReNew Wind Energy (Orissa) Private Limited	6	51	5	45
ReNew Wind Energy (Jamb) Private Limited	13	120	12	107
ReNew Wind Energy (MP) Private Limited	4	39	4	34
ReNew Wind Energy (Varekarwadi) Private Limited	5	48	5	43
ReNew Wind Energy (Rajasthan) Private Limited	29	264	26	234
ReNew Wind Energy (Devgarh) Private Limited	6	52	5	46
Pugalur Renewable Private Limited	0	98	-	-
Bidwal Renewable Private Limited	1	80	-	-
ReNew Power Services Private Limited	-	22,074	-	22,902
Total	**119**	**23,320**	**104**	**23,854**

Remuneration to key managerial personnel (KMPs):	**31 March 2019**	**31 March 2018**
Mr. Sumant Sinha	302	415
Mr. Ravi Seth *	42	-
Mr. Parag Sharma *	37	-
Mr. Balram Mehta *	37	-
Mr. Ashish Jain *	6	-
Mr. Parmeshwar Ravi *	18	-

Above remuneration includes share based payment of INR 241 (31 March 2018: INR 398) and gratuity and leave encashment expense of INR 17 (31 March 2018: INR 15).

Remuneration to relatives of key managerial personnel (KMPs):	**31 March 2019**	**31 March 2018**
Mrs. Vaishali Nigam Sinha *	13	-

Above remuneration includes share based payment of INR 2 (31 March 2018: INR Nil) and gratuity and leave encashment expense of INR 1 (31 March 2018: INR Nil).

* KMPs are appointed during the year, so remuneration for previous year is not reported.

h The Company’s credit facilities have been used by its subsidiaries for the purpose of issuing bank guarantees/letter of credits.

i The Company has pledged the certain securities held in subsidiary companies with Banks and Financial institutions as security for financial facilities obtained by subsidiary companies.

j The Company has given corporate guarantee against loan taken by various subsidiaries. The details are as follows.

Name of Company	31 March 2019	31 March 2018
ReNew Wind Energy (Rajasthan) Private Limited	2,107	2,259
ReNew Wind Energy (Welturi) Private Limited	-	1,490
ReNew Wind Energy (Devgarh) Private Limited	3,341	2,184
ReNew Wind Energy (Karnataka) Private Limited	-	6,510
ReNew Wind Energy (AP) Private Limited	1,054	719
ReNew Wind Energy (Rajkot) Private Limited	-	3,690
ReNew Wind Energy (Jath) Limited	-	-
ReNew Wind Energy Delhi Private Limited	-	1,327
ReNew Wind Energy (Shivpur) Private Limited	-	10,910
ReNew Wind Energy (Varekarwadi) Private Limited	2,390	-
ReNew Wind Energy (AP 3) Private Limited	-	1,866
ReNew Wind Energy (MP Two) Private Limited	-	1,670
ReNew Wind Energy (Rajasthan One) Private Limited	5,462	5,691
ReNew Wind Energy (Sipla) Private Limited	7,033	6,866
ReNew Wind Energy (AP 2) Private Limited	2,278	-
ReNew Wind Energy (Rajasthan 3) Private Limited	7,028	5,247
Narmada Wind Energy Private Limited	5,346	5,602
Helios Infratech Private Limited	4,944	5,318
Shruti Power Private Limited	-	506
Molagavalli ReNewable Private Limited	3,056	2,613
ReNew Vayu Urja Private Limited	8,040	8,040
Kanak ReNewables Limited	1,448	-
Rajat ReNewables Limited	234	-
Ostro ReNewables Private Limited	1,293	-
Ostro Dakshin Power Private Limited	5,366	-
Ostro Kutch Wind Private Limited	9,315	-
Ostro Mahawind Power Private Limited	4,435	-
Pugalur ReNewable Private Limited	3,422	-
Bidwal ReNewable Private Limited	2,658	-
Zemira ReNewable Energy Limited	3,280	-
ReNew Solar Power Private Limited	3,000	3,000
ReNew Solar Energy (TN) Private Limited	-	3,400
ReNew Solar Energy (Karnataka) Private Limited	-	4,130
ReNew Akshay Urja Limited	2,369	2,465
ReNew Solar Energy (Telangana) Private Limited	11,303	2,775
ReNew Saur Urja Private Limited	6,242	1,365
ReNew Clean Energy Private Limited	3,162	-
ReNew Agni Power Private Limited	603	630
ReNew Mega Solar Power Private Limited	1,703	1,651
ReNew Saur Shakti Private Limited	3,304	3,500
ReNew Wind Energy (Karnataka 3) Private Limited	376	389
ReNew Wind Energy (MP Four) Private Limited	365	382
ReNew Wind Energy (MP Three) Private Limited	776	812
ReNew Wind Energy (Rajasthan Four) Private Limited	669	-
ReNew Wind Energy (Maharashtra) Private Limited	905	945
ReNew Wind Energy (Karnataka 4) Private Limited	639	390
Bhumi Prakash Private Limited	412	430
Tarun Kiran Bhoomi Private Limited	330	345
ReNew Wind Energy (Budh 3) Private Limited	4,080	230
ReNew Wind Energy (TN 2) Private Limited	7,563	4,226
ReNew Distributed Solar Services Private Limited	126	42
ReNew Distributed Solar Energy Private Limited	123	-
ReNew Distributed Solar Power Private Limited	87	-
ReNew Surya Prakash Private Limited	89	-
ReNew Saur Vidyut Private Limited	141	145
SunSource Energy Services Private Limited	138	143
ReNew Solar Sun Flame Private Limited	108	-
Adyah Solar Energy Private Limited	2,377	-
Heramba ReNewables Limited	148	-
Aalok Solarfarms Limited	74	-
Abha Solarfarms Limited	74	-
Shreyas Solarfarms Limited	148	-
Total	**134,965**	**103,900**

34 Share Based Payment

The Company has five share-based payment schemes for its employees:
2018 Stock Option Plan, 2017 Stock Option Plan, 2016 Stock Option Plan, 2014 Stock Option Plan and 2011 Stock Option Plan ('Group Stock Option Plans') approved by the board. According to the ESOP schemes, the employee selected by the compensation committee from time to time will be entitled to options as per grant letter issued by the committee, subject to satisfaction of prescribed vesting conditions.

Plans	**2018 Stock Option Plan**	**2017 Stock Option Plan**	**2016 Stock Option Plan**	**2014 Stock Option Plan**	**2011 Stock Option Plan**
Grant Date	Multiple	Multiple	Multiple	Multiple	Multiple
Vesting period	**Time Linked Vesting**: 50 % of grants will vest in 5 years as follows: i) One year from the date of garnt, the Options for the first four quarters shall vest immediately. ii)Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant.	**Time Linked Vesting**: 50 % of grants will vest in 5 years as follows: i) One year from the date of garnt, the Options for the first four quarters shall vest immediately. ii)Thereafter, vesting will continue on a quarterly basis for the unvested Options. Remaining 50% will vest at the end of 5 years from the date of grant.	**Time Linked Vesting**: 5 years on quarterly basis effective from December 1, 2015 on completion of one year from the date of grant, the Options for the first seven quarters shall vest immediately. Thereafter, vesting will continue on qualrterly basis for the unvested Options commencing from December 1, 2017. **Performance linked vesting**: The Options shall est annually and shall be prorated over a period of 3 years from the date of grant and shall be subject to the EBITDA achieved by the Company for the last completed financial year. The vesting of the Options shall take place at the end of the first anniversary of the date of grant ("Vesting Date") and thereafter on March 31, 2018 and March 31, 2019 or at a later date when the audited financial statements of the Company are available	**Time Linked Vesting**: 5 years on quarterly basis which shall commence one year after the date of grant of option	**Time Linked Vesting**: 5 years from the grant date
Exercise period	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting	Within 10 years from date of grant upon vesting
Exercise price	Rs.415	Rs.340	Rs.205	Rs.100 or 131	Rs.100
Settlement type	Equity Settled	Equity Settled	Equity Settled	Equity Settled	Equity Settled

The details of options outstanding under the ESOP schemes are summarized below:

Particulars	**No of options (in million)**	
	2018-19	**2017-18**
Outstanding at the beginning of the year	21	11
Granted during the year	1	10
Forfeited during the year	0	0
Repurchase during the year	-	0
Exercised during the year	3	0
Outstanding at the end of the year	19	21
Exercisable at the end of the year	9	18

- The weighted average exercise price of these options outstanding was INR 258 for the period ended 31 March 2019 (31 March 2018: INR 246).
- The weighted average exercise price of these options granted during the year was INR 415 for the period ended 31 March 2019 (31 March 2018: INR 340)
- The weighted average exercise price of these options exercised during the period was INR 205 for the period ended 31 March 2019 (31 March 2018: INR 100).
- The weighted average exercise price of these options forfeited/repurchased during the period was INR 290 for the period ended 31 March 2019 (31 March 2018 INR. 226).

Particulars	**2018-19**	**2017-18**
Dividend yield (%)	1.5%	1.5%
Expected volatility (%)	15%	15%
Risk–free interest rate (%)	7.70% - 8.12%	6.64% - 6.96%
Weighted average remaining contractual life	6.86 years	7.85 years

The fair value of share options granted is estimated at the date of grant using an appropriate valuation model, taking into account the terms and conditions upon which the share options were granted.

35 Segment Information

The Chairman and Managing Director of ReNew Power Limited takes decision in respect of allocation of resources and assesses the performance basis the report/ information provided by functional heads and are thus considered to be Chief Operating Decision Maker.
The Company is in the business of development and operation of wind and solar power plant. Considering the nature of Company's business and operation, there are no separate reportable segments (business and/ or geographical) in accordance with the requirements of Ind AS 108 'Operating segment' and hence, there are no additional disclosures to be provided other than those already provided in the financial statements.

The Revenues from three major customers amounts to INR 2,917 (31 March 2018: three customers INR 2,472) each of which contributes more than 10% of the total revenue of the Company.

36 Corporate social responsibility expenditure

As per Section 135 of the Companies Act, 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on corporate social responsibility (CSR) activities. The areas for CSR activities as follows :-

1) Sanitation & making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc.
2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.)
3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness,
4) Animal Welfare-Animal health camp, Para –vet training
5) Education awareness, Remedial classes for weak students etc.
6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.
7) Sports Training- Sports training camps in community
8) Education facility improvement- Construction of Solar power plant in schools

A CSR committee has been formed by the Company as per the Act. The funds were utilised on above mentioned activities which are specified in Schedule VII of the Companies Act, 2013.

(a) Gross amount required to be spent by the Company during the year is INR 11 (31March 2018: INR 8).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Current year			
Construction / Acquisition of any asset	3	3	6
Other activities	5	0	5
Total	**8**	**3**	**11**
Previous year*			
Construction / Acquisition of any asset	-	-	-
Other activities	13	3	16
Total	**13**	**3**	**16**

* The amount yet to be paid in previous year has been subsequently paid in current year.

37 Reconciling the amount of revenue recognised in the statement of profit and loss with the contracted price

Particulars	For the year ended 31 March 2019
Income as per contracted price	5,007
Less: Adjustments	
Discounts and rebates	38
Operating charges	10
Income from contract with customers	**4,959**

38 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the Company, other than those with carrying amounts that are reasonable approximations of fair values:

	31 March 2019		31 March 2018	
	Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets				
Investments-non current, unquoted debt securities	4,909	4,909	3,937	3,937
Loans-non current	3,076	3,076	1,006	1,006
Other non current financial assets	1,679	1,679	2,263	2,263
Investments-current, quoted mutual funds	-	-	1,006	1,006
Loans-current	61,187	61,187	47,251	47,251
Trade receivables	3,638	3,638	3,296	3,296
Cash and cash equivalent	280	280	1,467	1,467
Bank balances other than cash and cash equivalent	4,283	4,283	1,099	1,099
Other current financial assets	4,597	4,597	4,295	4,295
Financial liabilities				
Long term borrowings	43,350	43,350	42,005	42,005
Short-term borrowings	31,909	31,909	7,618	7,618
Trade payables	984	984	1,005	1,005
Other current financial liabilities	5,750	5,750	1,482	1,482

The management of the Company assessed that current investments, cash and cash equivalents, trade receivables, trade payables, short term borrowings, other current financials liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The financial assets above do not include investments in subsidiaries which are measured at cost in accordance with Ind AS 101, Ind AS 27 and Ind AS 28.

The following methods and assumptions were used to estimate the fair values:

The fair values of the Company's non convertible debentures and term loans from banks including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. The own non-performance risk as at 31 March 2019 was assessed to be insignificant.

39 Fair value hierarchy

The Company categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Company's assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the Company :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	**31 March 2019**		**31 March 2018**	
		Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets measured at fair value					
Financial Assets (Current) :					
Investments (quoted mutual funds)	Level 1	-	-	1,006	1,006
Total		**-**	**-**	**1,006**	**1,006**
Financial assets not measured at fair value					
Measured at amortised cost					
Financial Assets (Non current): Loans					
Investments, unquoted debt securities	Level 2	4,909	4,909	3,937	3,937
Security deposits	Level 2	61	61	54	54
Loan to subsidiaries	Level 2	1,769	1,769	-	-
Loan to subsidiaries - redeemable non cumulative preference shares	Level 2	1,246	1,246	952	952
Total		**7,985**	**7,985**	**4,943**	**4,943**
Financial Assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 2	60	60	2,263	2,263
Interest accrued on loans to subsidiaries	Level 2	356	356	-	-
Share application money pending allotment	Level 2	1,263	1,263	-	-
Total		**1,679**	**1,679**	**2,263**	**2,263**
Financial Assets (Current): Loans					
Loan to subsidiaries - redeemable non cumulative preference shares	Level 2	22,074	22,074	22,902	22,902
Security deposits	Level 2	8	8	30	30
Loan to subsidiaries	Level 2	39,105	39,105	24,319	24,319
		61,187	**61,187**	**47,252**	**47,252**
Financial Assets (Current): Others					
Recoverable from related parties	Level 2	1,160	1,160	1,698	1,698
Advances recoverable	Level 2	221	221	585	585
Unbilled revenue	Level 2	-	-	213	213
Generation based incentive receivable	Level 2	131	131	73	73
Interest accrued on fixed deposits	Level 2	109	109	123	123
Interest accrued on loans to subsidiaries	Level 2	2,891	2,891	1,597	1,597
Share application money paid and due for refund	Level 2	85	85	-	-
Other current financial assets	Level 2	-	-	6	6
Total		**4,597**	**4,597**	**4,295**	**4,295**
Trade receivables	Level 2	**3,638**	**3,638**	**3,296**	**3,296**
Cash and bank balances					
Cash and cash equivalent	Level 2	280	280	1,467	1,467
Bank balances other than cash and cash equivalent	Level 2	4,283	4,283	1,099	1,099
Total		**4,563**	**4,563**	**2,566**	**2,566**

	Level of fair value measurement	31 March 2019		31 March 2018	
		Carrying value	Fair value	Carrying value	Fair value
Financial liabilities not measured at fair value					
Measured at amortised cost					
Long-term borrowings					
Non convertible debentures	Level 2	24,194	24,194	28,146	28,146
Term loan from bank	Level 2	14,252	14,252	13,859	13,859
Total		**43,350**	**43,350**	**42,005**	**42,005**
Short-term borrowings	Level 2	**31,909**	**31,909**	**7,618**	**7,618**
Trade payables	Level 2	**984**	**984**	**1,005**	**1,005**
Financial liabilities (Current): Others					
Current maturities of long term borrowings	Level 2	2,026	2,026	22	22
Interest accrued but not due on borrowings	Level 2	1,053	1,053	255	255
Interest accrued but not due on debentures	Level 2	313	313	307	307
Capital creditors	Level 2	784	784	565	565
Advance received for sale of RNCPS	Level 2	1,270	1,270	-	-
Purchase consideration payable	Level 2	304	304	333	333
		5,750	**5,750**	**1,482**	**1,482**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets not measured at fair value			
Investments (quoted mutual funds)	Level 2	Quoted price	Quooted market price of mutual funds
Financial assets not measured at fair value			
Security deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loan to subsidiaries - redeemable non cumulative preference shares	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loan to subsidiaries	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Recoverable from related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Advances recoverable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Unbilled revenue	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Investment in equity shares	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Generation based incentive receivable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on fixed deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on loans to subsidiaries	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Other current financial assets	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank balances other than cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade receivables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Share application money paid pending allotment	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Share application money paid and due for refund	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities not measured at fair value			
Non convertible debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan from bank	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Short-term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Current maturities of long term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Capital creditors	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Purchase consideration payable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Advance received for sale of RNCPS	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Other payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

40 Financial Risk Management objectives and policies

"The Company's principal financial liabilities comprise loans and borrowings, trade and other payables.
The main purpose of these financial liabilities is to finance the Company's operations and to support its operations. The Company's financial assets include loans, trade and other receivables, and cash & cash equivalents that derive directly from its operations.

The Company is exposed to market risk, credit risk and liquidity risk. The Company's senior management oversees the management of these risks. The Company's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Company. These committees provides assurance to the Company's senior management that the Company's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market Risk

Market risk is the risk that the Company's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings and deposits..

The sensitivity analyses in the following sections relate to the position as at 31 March 2019. The sensitivity analysis have been prepared on the basis that the amount of net debt and the ratio of fixed to floating interest rates of the debt are all constant as at 31 March 2019.

Interest rate Risk:

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. The Company also monitors the changes in interest rates and actively re finances its debt obligations to achieve an optimal interest rate exposure.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. floating interest rate of borrowings in INR. With all other variables held constant, the Company's profit before tax is affected through the impact on loans and borrowings, as follows:

	31 March 2019		31 March 2018	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 72	+/(-)50	(-)/+ 5
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 49	+/(-)50	(-)/+ 3

Credit Risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk from their operating activities (primarily trade receivables) but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities.

Further the Company sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2019 and 31 March 2018 is the carrying amount of all the financial assets.

Trade Receivables

Customer credit risk is managed basis established policies of Company, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The Company does not hold collateral as security.

The Company has state utilities/government entities as it's customers with high credit worthiness, therefore, the Company does not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by Company's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the Company, and may be updated throughout the year subject to approval of Company's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the Company to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.
The Company assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The Company has access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The Company rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind and solar power plants and related assets. The Company's non-recourse financing is designed to limit default risk and is a combination of fixed and variable interest rate instruments. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by

The table below summarizes the maturity profile of financial liabilities of Company based on contractual undiscounted payments:

Year ended 31 March 2019	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings (other than preference shares)						
Term loan from banks*	-	-	-	15,791	-	15,791
Non convertible debentures*	-	-	-	25,056	3,615	28,670
Acceptances	-	-	-	5,065	-	5,065
Short term borrowings						
Loans from related party	27,440	-	-	-	-	27,440
Working capital demand loans	-	1,970	2,500	-	-	4,470
Other financial liabilities						
Current maturities of long term borrowings*	-	734	5,135	-	-	5,869
Interest accrued but not due on borrowings	1,021	33	-	-	-	1,053
Interest accrued but not due on debentures	-	196	116	-	-	313
Capital Creditors	-	784	-	-	-	784
Purchase consideration payable	304	-	-	-	-	304
Trade payables						
Trade payables	336	648	-	-	-	984

* Including future interest payments.

The Company expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2018	**On demand**	**Less than 3 months**	**3 to 12 months**	**1 to 5 years**	**> 5 years**	**Total**
Borrowings						
Term loan from Banks*	-	-	-	16,378	-	16,379
Non convertible debentures*	-	-	-	30,351	5,385	35,736
Short term borrowings						
Loans from related party	1,437	-	-	-	-	1,437
Commercial papers	-	3,201	-	-	-	3,201
Working capital demand loans	-	-	2,980	-	-	2,980
Other financial liabilities						
Current maturities of long term borrowings*		941	2,987			3,929
Interest accrued but not due on borrowings	-	255	-	-	-	255
Interest accrued but not due on debentures	-	187	120	-	-	307
Capital Creditors	-	565	-	-	-	565
Purchase consideration payable	332	-				332
Trade payables						
Trade payables	622	382	-	-	-	1,004

* Including future interest payments.

41 Significant accounting judgments, estimates and assumptions

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur.

A) Accounting judgements:

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The Company makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, accelerated depreciation, other applicable allowances, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, Company is depreciating the assets bases on life as determined by an expert.

B) Estimates and assumptions:

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 38 and for further disclosures.

Related party transactions

Management Shared Services

Employee benefit costs and other common expenses are incurred by the Holding Company & fellow subsidiary. These expenses are allocated to all the entities of the Group in the form of 'Management Shared Services'. Allocation of cost to the entities involves various estimates, reasonability of which is assessed through an external expert.

Estimates used:
Retention of shareholders cost by the Holding Company / fellow subsidiary: 7.50%
Allocation of Cost for Projects under construction vis-a-vis operating projects: 5:1
Profit mark-up: 5% plus applicable taxes

Financial instrument

The Group makes inter-group investments in the form of RNCPS and CCDs. These investment carries interest at a nominal rate and are accounted for as compound financial instruments under Ind AS 32. The rate used for discounting the future cash flows approximate the average market interest rate of borrowings availed by Group.

Inter-group unsecured loan

The Group uses unsecured loans to fund requirements of various entities. These loans carry interest rate of 8% (approximates 3-year government bond yield).

Inter-Group EPC

The Group through a few companies undertake the EPC activity for entities within group and for third parties. The Group basis a report from an external expert charges a profit margin in the range on 3-5%.

42 The Company has received a show cause notice from Competition Commission of India (the "CCI") dated 28 February 2019 under regulation 48 of the Competition Commission of India (General) Regulations, 2009 read with section 43A of the Competition Act, 2002 in relation to ReNew Power's Group's acquisition of Ostro Energy Private Limited in terms of regulation 8 of the Competition Commission of India (Procedure in regard to the transaction of business in relation to combinations) Regulations, 2011 (Combination Regulations).

The Company has filed a petition before CCI submitting that the acquisition was not required to be reported based on exemption available in act for "small target exemption".

The Company believes that it has merits in its submission. Impact, if any, of the above mentioned show-cause notice is not likely to be material. Accordingly, no adjustment has been made to these financial statements.

43 Capital management

For the purpose of the capital management, capital includes issued equity capital, compulsory convertible debentures, share premium and all other equity reserves attributable to the equity holders of the Company. The primary objective of the Company's management is to maximise the shareholder value.

The Company manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, the Company may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Company monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The Company includes within net debt, interest bearing loans and borrowings, other payables, less cash and short-term deposits.

The policy of the Company is to keep the gearing ratio of the power project to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with the the industry standard ratios. The current gearing ratios for the various projects in the Company is between 3:1 to 4:1.

In order to achieve this overall objective, the capital management of the Company, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current period.

No changes were made in the objectives, policies or processes for managing capital during the period ended 31 March 2019.

44 Commitments Liabilities and Contingencies
(to the extent not provided for)

(i) Contingent liabilities

At 31 March 2019, the Company has contingent liabilities of INR Nil (31 March 2017: Nil)

(ii) Commitments:

Estimated amount of contracts remaining to be executed on capital account and not provided for

At 31 March 2019, the Company has capital commitment (net of advances) pertaining to commissioning of wind energy projects of INR 6,432 (31 March 2018: INR 14,240).

45 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2019	As at 31 March 2018
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	Nil	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

46 During the previous year, the Company has reached settlement with certain suppliers/contractors for compensation for loss of revenue on account of delay commissioning of Sadla project. Resultantly, an amount of INR 255 towards liquidated damages (LDs) has been recognised in the statement of profit & loss.
Since, the said LDs are directly linked to delay in creating profit making apparatus, the same has been considered as capital receipt and thus has not been included in Book Profit under section 115JB of the Income Tax Act, 1961.

47 Absolute amounts less than INR 500,000 are appearing in the financial statements as "0" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the Board of Directors of
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 29 May 2019

Sumant Sinha
(Chairman and Managing Director)
DIN- 00972012
Place: Gurugram
Date: 29 May 2019

Arun Duggal
(Independent Director)
DIN- 00024262
Place: Gurugram
Date: 29 May 2019

Ravi Seth
(Chief Financial Officer)

Place: Gurugram
Date: 29 May 2019

Ashish Jain
(Company Secretary)
Membership No.: F6508
Place: Gurugram
Date: 29 May 2019

S.R. Batliboi & Co. LLP
Chartered Accountants

Tel : +91 124 681 6000

INDEPENDENT AUDITOR'S REPORT

To the Members of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

Report on the Standalone Ind AS Financial Statements

We have audited the accompanying standalone Ind AS financial statements of ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited) ("the Company"), which comprise the Balance Sheet as at 31 March 2018, the Statement of Profit and Loss, including the statement of Other Comprehensive Income, the Cash Flow Statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Standalone Ind AS Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial control that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these standalone Ind AS financial statements based on our audit. We have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act and the Rules made thereunder. We conducted our audit of the standalone Ind AS financial statements in accordance with the Standards on Auditing, issued by the Institute of Chartered Accountants of India, as specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the standalone Ind AS financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the standalone Ind AS financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on whether the Company has in place an adequate internal financial controls system over financial reporting and the effectiveness of such controls. An audit also

[redacted]

statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the standalone Ind AS financial statements give the information required by the Act in the manner so

[redacted]

Report on Other Legal and Regulatory Requirements

[redacted]

1. a statement on the matters specified in paragraphs 3 and 4 of the Order.

2. As required by section 143 (3) of the Act, we report that:

(a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;

(b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;

[redacted]

in agreement with the books of account;

(d) In our opinion, the aforesaid standalone Ind AS financial statements comply with the Accounting Standards specified under section 133 of the Act, read with Companies (Indian Accounting Standards) Rules, 2015, as amended;

[redacted]

of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

[redacted]

there were any material foreseeable losses.

iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For **S.R. Batliboi & CO. LLP**
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per Amit Chugh
Partner
Membership Number: 505224
Place of Signature: Gurugram
Date: 16 July 2018

Annexure 1 referred to in paragraph 1 of our report of even date under section 'Report on other legal and regulatory requirements'

Re: ReNew Power Limited ('the Company')

(i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.

(b) Fixed assets have been physically verified by the management during the year and no material discrepancies were identified on such verification.

(c) According to the information and explanations given by the management, the title deeds of immovable properties included in property, plant and equipment are held in the name of the Company. It has been explained to us that the title deeds of 10 cases of freehold land have been given as security (mortgage and charge) against the senior secured bonds and that original title deeds are kept with the security trustees – Vistra ITCL India Limited and IDBI Trusteeship Services Limited as trustee for the bond holders and therefore the same could not be made available to us for our verification and have also not been independently confirmed by the security trustee. Further title deeds for 7 cases of freehold land amounting to Rs. 7 million were not available with the Company and hence we are unable to comment on the same.

(ii) The Company's business does not involve inventories and accordingly, the requirements under paragraph 3(ii) of the Order are not applicable to the Company.

(iii) According to the information and explanations given to us, the Company has not granted any loans, secured or unsecured to companies, firms or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the provisions of clause 3(iii)(a) and (b) of the Order are not applicable to the Company and hence not commented upon.

(iv) In our opinion and according to the information and explanations given to us, there are no loans, guarantees and securities granted in respect of which provisions of section 185 of the Companies Act, 2013 are applicable. Further, since the Company is an infrastructure company within the meaning of Schedule VI of the Companies Act, 2013, the provision of section 186 of the Companies Act, 2013 is not applicable.

(v) The Company has not accepted any deposits within the meaning of Sections 73 to 76 of the Act and the Companies (Acceptance of Deposits) Rules, 2014 (as amended). Accordingly, the provisions of clause 3(v) of the Order are not applicable.

(vi) We have broadly reviewed the books of account maintained by the Company pursuant to the rules made by the Central Government for the maintenance of cost records under section 148(1) of the Companies Act, 2013 and are of the opinion that prima facie, the specified accounts and records have been made and maintained. We have not, however, made a detailed examination of the same.

(vii)(a) Undisputed statutory dues including income-tax, goods & service tax, customs duty, provident fund, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases. The provisions relating to employees' state insurance and excise duty are not applicable to the Company.

(b) According to the information and explanations given to us, no undisputed amounts payable in respect of income-tax, goods & service tax, customs duty, provident fund, cess and other statutory dues were outstanding, at the year end, for a period of more than six months from the date they became payable. The provisions relating to employees' state insurance and excise duty are not applicable to the Company.

(c) According to the information and explanations given to us, there are no dues of income tax, goods & service tax, customs duty, excise duty and cess which have not been deposited on account of any dispute.

(viii) In our opinion and according to the information and explanations given by the management, the Company has not defaulted in repayment of dues to a bank, financial institutions or debenture holders. The Company did not have any loans or borrowing in respect of government during the year.

(ix) In our opinion and according to the information and explanations given by the management, the Company has utilized the monies raised by way of term loans and debentures for the purposes for which they were raised. The Company has not raised moneys by way of initial public offer / further public offer.

(x) Based upon the audit procedures performed for the purpose of reporting the true and fair view of the financial statements and according to the information and explanations given by the management, no fraud by the Company or no fraud on the Company by the officers and employees of the Company has been noticed or reported during the year.

(xi) According to the information and explanations given by the management, the provisions of section 197 read with Schedule V of the Act is not applicable to the Company and hence reporting under clause 3(xi) are not applicable and hence not commented upon.

(xii) In our opinion, the Company is not a nidhi company. Therefore, the provisions of clause 3 (xii) of the order are not applicable to the Company and hence not commented upon.

(xiii) According to the information and explanations given by the management, transactions with the related parties are in compliance with section 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the notes to the financial statements, as required by the applicable accounting standards.

(xiv) According to the information and explanations given by the management, the Company has complied with provisions of section 42 of the Companies Act, 2013 in respect of the preferential allotment or private placement of shares during the year. According to the information and explanations given by the management, we report that the amounts raised, have been used for the purposes for which the funds were raised. The Company has not raised funds through fully or partly convertible debentures during the year.

(xv) According to the information and explanations given by the management, the Company has not entered into any non-cash transactions with directors or persons connected with him as referred to in section 192 of Companies Act, 2013.

S.R. Batliboi & Co. LLP
Chartered Accountants
ICAI Firm Registration Number: 101049W/E300004

per Anil [illegible]
Partner
Membership Number: 503224
Place of Signature: Gurugram
Date: 16 July 2018

Annexure 2 to the Independent Auditor's Report of even date on the Ind AS financial statements of ReNew Power Limited

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of ReNew Power Limited ("the Company") as of 31 March 2018 in conjunction with our audit of the Ind AS financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's Management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting with reference to these Ind AS financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these Ind AS financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls over financial reporting with reference to these Ind AS financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these Ind AS financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls over financial reporting with reference to these Ind AS financial statements.

Meaning of Internal Financial Controls Over Financial Reporting with reference to these Ind AS financial statements

A company's internal financial control over financial reporting with reference to these Ind AS financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally

... Company's internal financial controls over financial reporting with [illegible]

Inherent Limitations of Internal Financial Controls over Financial Reporting with reference to these Ind AS financial statements

[illegible] inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls over [illegible]

For S.R. Batliboi & Co. LLP
Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005

per Amit Chugh
Partner
Membership Number: [illegible]

Place of Signature: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Balance Sheet as at 31 March 2018

(Amounts in INR millions, unless otherwise stated)

	Notes	As at 31 March 2018	As at 31 March 2017
Assets			
Non-current assets			
Property, plant and equipment	4	15,591.44	15,676.69
Capital work in progress	4	366.96	22.60
Intangible assets	5	72.84	52.78
Intangible assets under development	5	7.67	-
Financial assets			
Investment	6	44,585.13	29,289.80
Loans	7	1,005.94	862.43
Others	7	2,263.22	2,570.02
Deferred tax assets (net)	8	1,289.89	1,384.88
Prepayments	9	170.41	87.74
Other non-current assets	10	2,077.11	1,269.36
Total non-current assets		**67,430.61**	**51,216.30**
Current assets			
Financial assets			
Investments	7	1,005.71	-
Trade receivables	11	3,295.77	3,394.65
Cash and cash equivalent	12	1,466.96	9,312.54
Bank balances other than cash and cash equivalent	12	1,099.29	1,937.56
Loans	7	47,251.52	10,001.02
Others	7	4,294.65	2,842.90
Prepayments	9	64.69	56.54
Other current assets	10	187.76	190.09
Total current assets		**58,666.35**	**27,735.30**
Total assets		**126,096.96**	**78,951.60**
Equity and liabilities			
Equity			
Equity share capital	13A	3,771.58	3,383.62
Other equity			
Share premium	14B	66,351.70	50,672.61
Debenture redemption reserve	14C	1,666.55	834.55
Share based payment reserve	14D	1,027.77	536.13
Retained earnings	14E	721.39	691.98
Total equity		**73,538.99**	**56,118.89**
Non-current liabilities			
Financial liabilities			
Long-term borrowings	15	42,004.86	13,736.24
Long-term provisions	16	8.00	24.68
Other non-current liabilities	17	263.93	151.59
Total non-current liabilities		**42,276.79**	**13,912.51**
Current liabilities			
Financial liabilities			
Short-term borrowings	18	7,617.89	5,001.66
Trade payables	19	1,004.35	1,059.64
Other current financial liabilities	20	1,481.92	2,411.42
Other current liabilities	21	162.99	417.90
Short-term provisions	22	14.03	29.58
Total current liabilities		**10,281.18**	**8,920.20**
Total liabilities		**52,557.97**	**22,832.71**
Total equity and liabilities		**126,096.96**	**78,951.60**

Summary of significant accounting policies 3

The accompanying notes are an integral part of the financial statements

As per our report of even date

For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

For and on behalf of the
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

(Arun Duggal)
Independent Director
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

(Ravi Seth)
Chief Financial Officer
Place: Gurugram
Date: 16 July 2018

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power V

Statement of Profit and Loss for the year ended 31 March 2018

(Amounts in INR millions, unless otherwise stated)

	Notes	For the year ended 31 March 2018	For the year ended 31 March 2017
Income:			
Revenue from operations	23	3,482.55	3,264.09
Other income	24	2,312.50	1,243.03
Total income		**5,795.05**	**4,507.12**
Expenses:			
Employee benefits expense	25	687.58	1,248.33
Other expenses	26	757.13	434.31
Total expenses		**1,444.71**	**1,682.64**
Earning before interest, tax, depreciation and amortization (EBITDA)		**4,350.34**	**2,824.48**
Depreciation and amortization expense	27	669.26	449.75
Finance costs	28	2,734.32	1,750.88
Profit before tax		**946.76**	**623.85**
Tax expense			
Current tax		76.07	149.35
Deferred tax		94.74	(338.44)
Tax for earlier years		(84.94)	-
Profit for the year	**(a)**	**860.89**	**812.94**
Other comprehensive income (OCI)			
Items that will not be reclassified to profit or loss in subsequent periods			
Re-measurement losses on defined benefit plans		0.77	(4.99)
Income tax effect		(0.25)	1.65
Net other comprehensive income that will not be reclassified to profit or loss in subsequent periods	**(b)**	0.52	(3.34)
Total comprehensive income for the year	**(a) + (b)**	**861.41**	**809.60**
Earnings per share:			
(face value per share: INR 10)			
(1) Basic	29	2.54	2.88
(2) Diluted		2.49	2.71

Summary of significant accounting policies 3

The accompanying notes are an integral part of the financial statements

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

For and on behalf of the
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
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Place: Gurugram
Date: 16 July 2018

(Ravi Seth)
Chief Financial Officer

Place: Gurugram
Date: 16 July 2018

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Statement of Cash Flows for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

Particulars	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Profit before tax	946.76	623.85
Adjustments for:		
Depreciation and amortisation expense	669.26	449.75
Operation and maintenance	144.81	118.19
Share based payments	420.76	429.15
Interest income	(1,728.25)	(979.82)
Loss/(profit) on sale of property, plant and equipment	15.32	0.28
Interest expense	2,628.78	1,691.94
Fair value gain on mutual fund	(104.50)	-
Unamortised ancillary borrowing cost written off	46.75	-
Operating profit before working capital changes	**3,039.69**	**2,333.34**
Movement in working capital		
(Increase)/decrease in trade receivables	98.88	(1,784.77)
(Increase)/decrease in financial assets	(584.37)	(1,415.44)
(Increase)/decrease in prepayments	(90.83)	(102.57)
(Increase)/decrease in other assets	42.70	(140.92)
Increase/(decrease) in other liabilities	(287.37)	381.02
Increase/(decrease) in trade payables	(54.89)	855.36
Increase/(decrease) in financial liabilities	(2.21)	-
Increase/(decrease) in provisions	(32.23)	25.49
Cash generated from operations	**2,129.37**	**151.51**
Direct taxes paid (net of refunds)	(118.92)	(286.02)
Net cash generated/(used) in operating activities	**2,010.45**	**(134.51)**
Cash flow from investing activities		
Purchase of property, plant and equipment including capital work in progress and capital advances	(2,855.10)	(7,318.86)
Proceeds from sale of property, plant and equipment	5.00	-
Investments in bank deposits having residual maturity more than 3 months	(2,395.51)	(2,404.18)
Redemption of bank deposits having residual maturity more than 3 months	1,000.58	8,656.29
Loan given to subsidiaries- unsecured loan	(33,837.32)	(16,653.12)
Loan repaid by subsidiaries- unsecured loan	19,519.24	9,894.59
Investment in subsidiaries	(13,971.30)	(7,115.71)
Loan to subsidiaries - redeemable non cumulative preference shares	(22,902.14)	-
Share application money paid to subsidiaries	-	(2,282.44)
Share application money refunded by subsidiaries	1,290.00	34.90
Interest received	687.08	663.26
Net Investment in mutual funds	(43,256.50)	-
Net Redemption in mutual funds	42,404.72	-
Net cash (used) in investing activities	**(54,311.25)**	**(16,525.27)**
Cash flow from financing activities		
Proceeds from issue of equity shares (including premium) (net of share issue expenses)	16,065.82	18,804.84
Share application money refunded	-	2.20
Proceeds from long-term borrowings	28,286.19	7,424.05
Repayment of long-term borrowings	(33.15)	(1,602.14)
Proceeds from short-term borrowings	19,575.47	17,596.40
Repayment of short-term borrowings	(16,959.23)	(15,504.03)
Interest paid	(2,479.88)	(1,440.02)
Net cash generated from financing activities	**44,455.22**	**25,281.30**
Net (decrease) / increase in cash and cash equivalents	**(7,845.58)**	**8,621.52**
Cash and cash equivalents at the beginning of the year	**9,312.54**	**691.02**
Cash and cash equivalents at the end of the year	**1,466.96**	**9,312.54**
Components of cash and cash equivalents		
Cash and cheques on hand	-	0.02
Balances with banks:		
- On current accounts	1,461.96	1,879.40
- On deposit accounts with original maturity of less than 3 months	5.00	7,433.12
Total cash and cash equivalents (note 12)	**1,466.96**	**9,312.54**

Change in liabilities arising from financing activities

Particulars	**Opening balance as at 1 April 2017**	**Cash flows (net)**	**Non cash changes (Ancillary borrowing cost)**	**Closing balance as at 31 March 2018**
Long term borrowings (including current maturities and net of ancillary borrowing costs incurred)	13,738.11	28,253.04	35.46	42,026.61
Short term borrowings	5,001.66	2,616.23	-	7,617.89
Total liabilities from financing activities	**18,739.77**	**30,869.27**	**35.46**	**49,644.50**

Notes:
1. The cash flow statement has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows".

Summary of significant accounting policies 3
The accompanying notes are an integral part of the financial statements

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

For and on behalf of the
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

(Arun Duggal)
Independent Director
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

(Ravi Seth)
Chief Financial Officer
Place: Gurugram
Date: 16 July 2018

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)
Statement of Changes in Equity for the year ended 31 March 2018
(Amounts in INR millions, unless otherwise stated)

Particulars	Attributable to the equity holders of the Company							Total equity
				Reserves and Surplus				
	Equity share capital	Equity component of compulsorily convertible debentures	Share application money pending allotment	Share premium	Share based payment reserve	Retained earnings	Debenture redemption reserve	
	(refer note 13A)	(refer note 13B)	(refer note 14A)	(refer note 14B)	(refer note 14D)	(refer note 14E)	(refer note 14C)	
At 1 April 2016	**2,608.76**	**147.12**	-	**31,204.26**	**1,397.24**	**432.30**	**284.63**	**36,074.31**
Profit for the year	-	-	-	-	-	812.94	-	812.94
Other comprehensive income (net of taxes)	-	-	-	-	-	(3.34)	-	(3.34)
Total comprehensive income	-	-	-	-	-	**809.60**	-	**809.60**
Share application money received	-	-	18,817.34	-	-	-	-	18,817.34
Equity shares issued during the year	774.86	-	(18,815.14)	18,187.39	-	-	-	147.12
Amount utilised on exercise of stock options	-	-	-	1,309.34	(1,309.34)	-		-
Debentures converted into equity shares during the year	-	(147.12)	-	-	-	-		(147.12)
Amount utilized for issue of shares	-	-	-	(28.38)	-	-	-	(28.38)
Share application money refundable at year end	-	-	(2.20)	-	-	-	-	(2.20)
Share-based payments	-	-	-	-	448.23	-	-	448.23
Debenture redemption reserve	-	-	-	-	-	(549.92)	549.92	-
At 31 March 2017	**3,383.62**	-	-	**50,672.61**	**536.13**	**691.98**	**834.55**	**56,118.89**
Profit for the year	-	-	-	-	-	860.89	-	860.89
Other comprehensive income (net of taxes)	-	-	-	-	-	0.52	-	0.52
Total Comprehensive Income	-	-	-	-	-	**861.41**	-	**861.41**
Expense for the year	-	-	-	-	443.43	-	-	443.43
Amount against stock options relating to subsidiary (refer note 32)					49.44			49.44
Share application money received	-	-	16,092.51	-	-	-	-	16,092.51
Amount utilised on exercise of stock options	-	-	-	1.23	(1.23)	-	-	-
Equity shares issued during the year	387.96	-	(16,092.51)	15,704.55	-	-	-	-
Amount utilized for issue of shares	-	-	-	(26.69)	-	-	-	(26.69)
Debenture redemption reserve	-	-	-	-	-	(832.00)	832.00	-
At 31 March 2018	**3,771.58**	-	-	**66,351.70**	**1,027.77**	**721.39**	**1,666.55**	**73,538.99**

Summary of significant accounting policies 3
The accompanying notes are an integral part of the financial statements

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

For and on behalf of the
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

(Arun Duggal)
Independent Director
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

(Ravi Seth)
Chief Financial Officer

Place: Gurugram
Date: 16 July 2018

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

1 General information

ReNew Power Limited ('the Company') (Formerly known as 'ReNew Power Private Limited' and 'ReNew Power Ventures Private Limited') is a public limited company domiciled in India. The Company was converted into a public company with effect from 17 April 2018 and consequently the name of the Company has changed from ReNew Power Private Limited to ReNew Power Limited.

During the year, the Company issued and allotted 10,000 Non -Convertible Debentures at a face value of INR 1 each to (Total value INR 10,000) for the purpose of refinancing of existing term loans on 26 February 2018 and the same are listed under the Wholesale Debt Market Segment of National Stock Exchange with effect from 22 May 2018.

The registered office of the Company is located at 138, Ansal Chamber - II Bhikaji Cama Place, New Delhi-110066. The Company is carrying out business activities relating to generation of power through non-conventional and renewable energy sources.

The Financial Statements of the Company were authorised for issue by the Company's Board of Directors on 16 July 2018.

2 Basis of preparation

The Company prepared its Financial Statements as per Ind AS prescribed under Section 133 of the Act read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended.

The Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of Companies Act, 2013.

The Financial Statements have been prepared on a historical cost basis, except for the following assets and liabilities which have been measured at fair value:

- Financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments)

3 Summary of Significant Accounting Policies

a) Use of Estimates

The preparation of Financial Statements in conformity with Ind AS requires the Management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent liabilities, at the end of the reporting period. Although these estimates are based on the Management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

b) Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

A liability is treated as current when it is:

- Expected to be settled in normal operating cycle
- Held primarily for the purpose of trading
- Due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

All other liabilities are classified as non-current.

Deferred tax assets/liabilities are classified as non-current assets/liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realisation/settlement in cash and cash equivalents. The company has identified twelve months as their operating cycle for classification of their current assets and liabilities.

c) Fair value measurement

The Company measures financial instruments, such as, derivatives at fair value at each balance sheet date.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest. The fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.
The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured in the financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:
- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy. (Refer Note 35 and 36).

At each reporting date, the management of the Company analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Company.

At each reporting date, the management of the Company analyses the movements in the values of assets and liabilities which are required to be remeasured or re-assessed as per the accounting policies of the Company.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For assets and liabilities that are recognised in the Financial Statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

This note summarises the accounting policy for determination of fair value. Other fair value related disclosures are given in the relevant notes as following:
· Disclosures for significant estimates and assumptions (Refer Note 43)
· Quantitative disclosures of fair value measurement hierarchy (Refer Note 36)
· Financial instruments (including those carried at amortised cost) (Refer Note 35)

d) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made. The following specific recognition criteria must also be met before revenue is recognised:-

Sale of Power

Income from supply of power is recognized on the supply of units generated from the plant to the grid, as per the terms of the PPA entered into with the state electricity board/ private customers.

Generation based Incentive

Income from generation based incentive is recognized on the basis of supply of units generated by the company to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

Income form services (Management Consultancy)

Revenue from projects management/ technical consultancy are recognized as per the terms of the agreement on the basis of services rendered.

Sale of Reduction Emission Certificates (RECs)

Income from sale of RECs is recognised on sale of these certificates.

Income from liquidated damages, compensation for loss of revenue and interest on advances

Income from liquidated damages, compensation for loss of revenue and interest on advance is recognised after certainty of receipt of the same is established.

Dividend

Dividend income is recognised when the right of the Company to receive dividend is established by the reporting date.

Interest income

For all debt instruments measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortised cost of a financial liability. When calculating the effective interest rate, the company estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses. Interest income is included in finance income in the Statement of Profit and Loss.

Income from government grants

Refer note (g) for accounting policy.

e) Foreign currencies

The Company Financial Statements are presented in Indian rupees (INR), which is also the functional currency and the currency of the primary economic environment in which the Company operate.

Transactions and balances

Transactions in foreign currencies are initially recorded by the company at their functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date.

Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value is determined. The gain or loss arising on translation of non-monetary items that are measured at fair value is treated in line with the recognition of the gain or loss on the change in fair value of the item (i.e. translation differences on items whose fair value gain or loss is recognised in Other Comprehensive Income (OCI) or profit or loss are also recognised in OCI or profit or loss, respectively).

f) Income taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in India. Current income tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate. Current income tax assets and liabilities are offset if a legally enforceable right exists to set off these.

Deferred Tax

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax liabilities are recognised for all taxable temporary differences.

Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilised. The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

In situations where company is entitled to a tax holiday under the Income-tax Act, 1961, enacted in India, no deferred tax (asset or liability) is recognized in respect of temporary differences which reverse during the tax holiday period. Deferred taxes in respect of temporary differences which reverse after the tax holiday period are recognized in the year in which the temporary differences originate. However, the company restrict the recognition of deferred tax assets to the extent that it has become reasonably certain that sufficient future taxable income will be available against which such deferred tax assets can be realized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in OCI or equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum Alternate Tax

Minimum Alternate Tax (MAT) paid in accordance with the tax laws, which gives future economic benefits in the form of adjustment to future income tax liability, is considered as an asset if there is convincing evidence that the Company will pay normal income tax. Accordingly, MAT is recognised as an asset in the Balance Sheet when it is probable that future economic benefit associated with it will flow to the Company.

g) Government grants

Government grants are recognized where there is reasonable assurance that the grant will be received and all attached conditions will be compiled with. When the grant related to an expense item, it is recognized as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant related to an asset, it is recognized as income in equal amounts over the expected useful life of the related asset.

When the company receive grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

The company presents grants related to an expense item as other income in the Statement of Profit and Loss. Thus, Generation based incentive and Sale of emission reduction certificates have been recognised as other income.

Generation based Incentive
Generation based incentive is recognized on the basis of supply of units generated by the Company to the state electricity board from the eligible project in accordance with the scheme of the "Generation Based Incentive (GBI) for Grid interactive Wind Power Projects"

h) Property, plant and equipment

Capital work-in-progress, plant and equipment is stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. Such cost includes the cost of replacing part of the plant and equipment if the recognition criteria are met. When significant parts of plant and equipment are required to be replaced at intervals, the company depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Subsequent Costs
The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item of property, plant and equipment, if it is probable that the future economic benefits embodied within the part will flow to the Company and its cost can be measured reliably with the carrying amount of the replaced part getting derecognised. The cost for day-to-day servicing of property, plant and equipment are recognised in Statement of Profit and Loss as and when incurred.

As permitted by Ind AS 101 First-time Adoption of Indian Accounting Standards, the company has continued to apply paragraph 46A of AS 11 The Effects of changes in Foreign Exchange Rates under Indian GAAP.

Accordingly, the Company adjusts exchange differences arising on translation/settlement of long-term foreign currency monetary items recognised in the financial statements for the period ending immediately before the beginning of the first Ind AS financial reporting period pertaining to the acquisition of a depreciable asset to the cost of the asset and depreciates the same over the remaining life of the asset. In accordance with MCA circular dated August 09, 2012, exchange differences adjusted to the cost of fixed assets are total differences, arising on long-term foreign currency monetary items pertaining to the acquisition of a depreciable asset, for the period. In other words, the company do not differentiate between exchange differences arising from foreign currency borrowings to the extent they are regarded as an adjustment to the interest cost and other exchange difference.

Gains or losses arising from de-recognition of PPE are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

Derecognition
An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised. The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

i) Intangible assets

Intangible assets acquired separately are measured in initial recognition at cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.
The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite lives are amortized over the useful life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortization period and the amortization method for an intangible asset with finite life are reviewed at least at the end of each reporting period.

j) Depreciation/amortization of PPE

Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets as follows:

Category	Years
Plant and equipment (solar rooftop projects)*	25 years or terms of power purchase agreement, whichever is less (15-25 years)
Plant and equipment (wind power projects)*	25
Plant and equipment (others)	5-18
Office equipment	5
Furniture and fixture	10
Computers	3
Computer servers	6
Computer softwares	3-6
Leasehold improvements	Over the period of lease i.e. 5

* Based on an external technical assessment, the management believes that the useful lives as given above and residual value of 0%-5%, best represents the period over which management expects to use its assets and its residual value. The useful life of plant and equipment is different from the useful life as prescribed under Part C of Schedule II of Companies Act, 2013.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

k) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. Borrowing costs consist of interest, discount on issue, premium payable on redemption and other costs that an entity incurs in connection with the borrowing of funds (this cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs). The borrowing costs are amortised basis the Effective Interest Rate (EIR) method over the term of the loan. The EIR amortisation is recognised under finance costs in the Statement of Profit or Loss. The amount amortized for the period from disbursement of borrowed funds upto the date of capitalization of the qualifying assets is added to cost of the qualifying assets.

l) Leases

As a leasee

Operating lease payments are recognised as an expense in the statement of profit and loss on a straight-line basis over the lease term

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

m) Impairment of non-financial assets

The company assess, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the company estimate the asset’s recoverable amount. An asset’s recoverable amount is the higher of an asset’s or cash-generating units (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or group of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre -tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Company bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Company’s CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Company extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the entity operates, or for the market in which the asset is used.

Impairment losses of continuing operations, including impairment on inventories, are recognised in the statement of profit and loss.

For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the company estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the carrying of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the Statement of Profit or Loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as an increase in revaluation.

n) Share based payments

Company provides additional benefits to certain members of senior management and employees of the Company and a subsidiary in the form of share-based payments, whereby employees render services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized, together with a corresponding increase in share-based payment reserve in equity, over the period in which the performance and/or service conditions are fulfilled in employee benefit expenses. The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the numbers of equity instruments that will ultimately vest. The statement of profit and loss expense or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and is recognized in employee benefit expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Company's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other condition attached to an award, but without associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because of non-market performance and/or service conditions have not been met. Where awards include a market or non-market condition, the transaction are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service condition are satisfied.

Share based payment cost, to the extent pertaining to the employees of subsidiary, is reduced from employee benefit expenses of the Company and is considered as deemed investment in the form of capital contribution in the subsidiary.

o) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The company recognize contribution payable to the provident fund scheme as an expense, when an employee renders the related service.

The Company operates a defined benefit plan in India, viz., gratuity. The cost of providing benefit under this plan is determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method.

Remeasurements comprising of actuarial gain and losses, the effect of the asset ceiling, excluding amount recognized in the net interest on the defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Accumulated leave, which is expected to be utilized within the next twelve months, is treated as short term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Company treats the accumulated leave expected to be carried forward beyond twelve months, as long term employee benefit for measurement purposes. Such long term compensated absences are determined on the basis of actuarial valuation at each year-end carried out using the projected unit cost method. Remeasurements comprising of actuarial gain and losses are recognized in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods. The Company presents the leave as current liability in the balance sheet, to the extent is does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Company has unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

Past service costs are recognised in Statement of Profit or Loss on the earlier of:
- The date of the plan amendment or curtailment, and
- The date that the Company recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. The Company recognises the following changes in the net defined benefit obligation as an expense in the Statement of Profit and Loss:
- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

p) Provisions

Provisions are recognised when the company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the Statement of Profit and Loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

q) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

Debt instruments at amortised cost

A ‘debt instrument’ is measured at the amortised cost if both the following conditions are met:
a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss.

Debt instruments at fair value through other comprehensive income (FVTOCI)

A ‘debt instrument’ is classified as at the FVTOCI if both of the following criteria are met:
a) The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
b) The asset’s contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the company recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the P&L. On derecognition of the asset, cumulative gain or loss previously recognised in OCI is reclassified from the equity to Statement of P&L. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit or loss (FVTPL)

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the company may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as ‘accounting mismatch’). The company has not designated any debt instrument as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of P&L.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS 103 applies are classified as at FVTPL. For all other equity instruments, the Company may make an irrevocable election to present the subsequent changes in the fair value in OCI. The Group makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to Statement of Profit and Loss, even on sale of investment. However, the company may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss.

Other equity investments

All other equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the company may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The company makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the company may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised when:
- The rights to receive cash flows from the asset have expired, or
- The respective company has transferred their rights to receive cash flows from the asset or have assumed the obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; And
- Either the companies under the company has transferred substantially all the risks and rewards of the asset, or has neither transferred nor retained substantially all the risks and rewards of the asset, but have transferred control of the asset.

When the Company have transferred their rights to receive cash flows from an asset or have entered into a pass-through arrangement, they evaluate if and to what extent they have retained the risks and rewards of ownership. When they have neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the company continues to recognise the transferred asset to the extent of the continuing involvement of company. In that case, the company also recognise an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the company has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the company could be required to repay.

Impairment of financial assets

In accordance with Ind AS 109, the company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on all the financial assets and credit risk exposure.
The Company follows 'simplified approach for recognition of impairment loss allowance on trade receivables or contract revenue receivables.

The application of simplified approach does not require the Company to track changes in credit risk. Rather it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the Statement of profit and loss (P&L).

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as derivatives designated as hedging instruments in an effective hedge, as appropriate.

All financial liabilities are recognised initially at fair value and in the case of loans and borrowings and payables, net of directly attributable transaction costs.
The financial liabilities of the company include trade and other payables, derivative financial instruments, loans and borrowings including bank overdraft.

Subsequent measurement

The measurement of financial liabilities depends on their classification as discussed below:-

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit and Loss. This category generally applies to borrowings.

The Company recognise debt modifications agreed with lenders to restructure their existing debt obligations. Such modifications are done to take advantage of falling interest rates by cancelling the exposure to high interest fixed rate debt, pay a fee or penalty on cancellation and replace it with debt at a lower interest rate (exchange of old debt with new debt). The qualitative factors considered to be relevant for modified financial liabilities include, but are not limited to, the currency that the debt instrument is denominated in, the interest rate (that is fixed versus floating rate), conversion features attached to the instrument and changes in covenants. The accounting treatment is determined depending on whether modifications or exchange of debt instruments represent a settlement of the original debt or merely a renegotiation of that debt. The exchange of debt instruments with substantially different terms is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit or Loss.

Compound Instruments- Compulsory Convertible Debentures (CCDs)

Compulsory Convertible Debentures (CCDs) are separated into liability and equity components based on the terms of the contract

Basis the terms of these compound financial instruments the distributions to holders of an equity instrument are being recognised by the entity directly in equity. Transaction costs of an equity transaction are being accounted for as a reduction from equity.

The company recognises interest, dividends, losses and gains relating to such financial instrument or a component that is a financial liability as income or expense in profit or loss.

The present value of the liability part of the compulsory convertible debentures classified under financial liabilities and the equity component is calculated by subtracting the liability from the total proceeds of CCDs.

Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, cost of issue of debentures, listing fees) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.

Convertible Preference Shares

Convertible preference shares are separated into liability and equity components based on the terms of the contract. On issuance of the convertible preference shares, the fair value of the liability component is determined using a market interest rate for an equivalent non-convertible instrument. This amount is classified as a financial liability measured at amortised cost (net of transaction costs) until it is extinguished on conversion or redemption. The remainder of the proceeds is allocated to the conversion option that is recognised and included in equity since conversion option meets Ind AS 32 criteria for fixed to fixed classification.

Transaction costs are deducted from equity, net of associated income tax. The carrying amount of the conversion option is not remeasured in subsequent years. Transaction costs are apportioned between the liability and equity components of the convertible preference shares based on the allocation of proceeds to the liability and equity components when the instruments are initially recognised.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged/ cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit or Loss.

Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognised amounts and there is an intention to settle on a net basis, to realise the assets and settle the liabilities simultaneously.

r) Cash and Cash-Equivalents

Cash and short-term deposits in the balance sheet comprise cash at banks and cash in hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the Statement of cash flows, cash and cash equivalents consist of cash and short term deposits, as defined above, net off bank overdrafts as they considered an integral part of the Company's cash management.

s) Measurement of EBITDA

The company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Statement of Profit and Loss. The company measure EBITDA on the basis of profit/ (loss) from continuing operations. In their measurement, the companies include interest income but do not include depreciation and amortization expense, finance costs and tax expense.

t) Events occurring after the Balance Sheet date

Impact of events occurring after the balance sheet date that provide additional information materially effecting the determination of the amounts relating to conditions existing at the balance sheet date are adjusted to respective assets and liabilities.

The Company does not adjust the amounts recognised in its financial statements to reflect non-adjusting events after the reporting period.

The Company makes disclosures in the financial statement in cases of significant events.

u) Contingent liabilities

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the company or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made.

v) Earnings per equity share

Basic earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Company by the weighted average number of equity shares outstanding during the period. Diluted earnings per equity share is computed by dividing the net profit attributable to the equity holders of the Company by the weighted average number of equity shares considered for deriving basic earnings per equity share and also the weighted average number of equity shares that could have been issued upon conversion of all dilutive potential equity shares. The dilutive potential equity shares are adjusted for the proceeds receivable had the equity shares been actually issued at fair value (i.e. the average market value of the outstanding equity shares). Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issue data later date. Dilutive potential equity shares are determined independently for each period presented.

The number of equity shares and potentially dilutive equity shares are adjusted retrospectively for all periods presented for any share splits and bonus shares issues including for changes effected prior to the approval of the financial statements by the Board of Directors.

'The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share'

w) Standards issued but not yet effective:

In March 2018, the Ministry of Corporate Affairs issued the Companies (Indian Accounting Standards) Amendments Rules, 2018, notifying new accounting standard Ind AS 115, ‘Revenue from Contracts with Customers’ and certain amendments to existing standards. The new standard and amendments are applicable to the Group from 1 April 2018.

Ind AS 115 Revenue from Contracts with Customers:

Revenue from contracts with Customers outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The standard replaces most current revenue recognition guidance. The core principle of the new standard is for companies to recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the consideration to which the company expects to be entitled in exchange for those goods or services. The new standard also will result in enhanced disclosures about revenue, provide guidance for transactions that were not previously addressed comprehensively including service revenues and contract modifications and improve guidance for multiple-element arrangements. The new Standard will come into effect for the annual reporting periods beginning on or after 1 April 2018.

The Group is evaluating the requirements of the new standard and the effect on the financial statements is being evaluated, thus impact is not known.

Amendments to Ind AS 12 Recognition of Deferred Tax Assets for Unrealised Losses:

The amendments clarify that an entity needs to consider whether tax law restricts the sources of taxable profits against which it may make deductions on the reversal of that deductible temporary difference. Furthermore, the amendments provide guidance on how an entity should determine future taxable profits and explain the circumstances in which taxable profit may include the recovery of some assets for more than their carrying amount.

Entities are required to apply the amendments retrospectively. However, on initial application of the amendments, the change in the opening equity of the earliest comparative period may be recognised in opening retained earnings (or in another component of equity, as appropriate), without allocating the change between opening retained earnings and other components of equity. Entities applying this relief must disclose that fact.

These amendments are effective for annual periods beginning on or after 1 April 2018. However, since the Group’s current practice is in line with the amendment, the Group does not expect any effect on its consolidated financial statements.

Appendix B to Ind AS 21 Foreign Currency Transactions and Advance Consideration:

The Appendix clarifies that, in determining the spot exchange rate to use on initial recognition of the related asset, expense or income (or part of it) on the derecognition of a non-monetary asset or non-monetary liability relating to advance consideration, the date of the transaction is the date on which an entity initially recognises the non-monetary asset or non-monetary liability arising from the advance consideration. If there are multiple payments or receipts in advance, then the entity must determine the transaction date for each payment or receipt of advance consideration.

Entities may apply the Appendix requirements on a fully retrospective basis. Alternatively, an entity may apply these requirements prospectively to all assets, expenses and income in its scope that are initially recognised on or after:

(i) The beginning of the reporting period in which the entity first applies the Appendix, or
(ii) The beginning of a prior reporting period presented as comparative information in the financial statements of the reporting period in which the entity first applies the Appendix.

The Appendix is effective for annual periods beginning on or after 1 April 2018. The Group is evaluating the requirements of the new standard and the effect on the financial statements is being evaluated, thus impact is not known.

The Group has disclosed only those new standards or amendments that are expected to have an impact on its financial position, performance and disclosures.

4 Property, plant and equipment

	Freehold Land #	Plant and equipment	Leasehold improvements	Office equipment	Furniture & Fixtures	Computers	Total Property, plant and equipment	Capital work in progress
Cost								
At 1 April 2016	338.99	9,735.75	51.89	10.83	1.22	9.25	10,147.93	3.77
Additions	49.75	6,047.24	1.60	6.76	0.00	13.34	6,118.69	6,066.17
Capitalised during the year	-	-	-	-	-	-	-	(6,047.34)
Disposals	-	-	-	(0.87)	-	(0.00)	(0.87)	-
At 31 March 2017	**388.74**	**15,782.99**	**53.49**	**16.72**	**1.22**	**22.59**	**16,265.75**	**22.60**
Additions during the year^	25.28	551.51	-	4.35	0.29	4.85	586.28	895.87
Adjustment *	5.59	(5.59)	-	-	-	-	-	-
Disposals	-	(1.40)	(26.20)	(0.10)	-	(1.62)	(29.32)	-
Capitalised during the year	-	-	-		-	-	-	(551.51)
At 31 March 2018	**419.61**	**16,327.51**	**27.29**	**20.97**	**1.51**	**25.82**	**16,822.71**	**366.96**
Depreciation								
At 1 April 2016	-	143.42	3.81	2.08	0.15	3.02	152.48	-
Charge for the year (refer note 27)	-	423.09	6.07	3.05	0.16	5.04	437.41	-
Disposals during the year	-	-	-	(0.02)	-	(0.81)	(0.83)	-
At 31 March 2017	**-**	**566.51**	**9.88**	**5.11**	**0.31**	**7.25**	**589.06**	**-**
Charge for the year (refer note 27)	-	634.96	6.28	3.10	0.16	7.70	652.20	-
Disposals during the year	-	(0.33)	(7.78)	(0.03)	-	(1.85)	(9.99)	-
At 31 March 2018	**-**	**1,201.14**	**8.38**	**8.18**	**0.47**	**13.10**	**1,231.27**	**-**
Net book value								
At 31 March 2017	**388.74**	**15,216.48**	**43.61**	**11.61**	**0.92**	**15.34**	**15,676.69**	**22.60**
At 31 March 2018	**419.61**	**15,126.37**	**18.92**	**12.79**	**1.04**	**12.73**	**15,591.44**	**366.96**

# The title of freehold land amounting to INR Nil (31 March 2017 INR 70.34) is not yet in the name of the Company.

Mortgage and hypothecation on Property, plant and equipment:

Property, plant and equipment with a carrying amount of INR 15,958.39 (31 March 2017: INR 15,699.29) are subject to a pari passu first charge to respective lenders for project term loans and debentures as disclosed in Note 15.

^ Capitalised borrowing costs

The amount of borrowing costs capitalised during the year was INR 3.69 (31 March 2017 INR 72.79). The rate used to determine the amount of borrowing costs eligible for capitalisation was the effective interest rate of the specific borrowing.

* Adjustment of INR 5.59 (31 March 2017: Nil) is on account of actualisation of provisional capitalization.

5 Intangible assets

	Computer software	Total Intangibles	Intangible assets under development
Cost			
At 1 April 2016	51.08	51.08	-
Additions	23.46	23.46	-
At 31 March 2017	**74.55**	**74.55**	**-**
Additions during the year	38.76	38.76	7.67
Disposals during the year	(2.08)	(2.08)	-
At 31 March 2018	**111.23**	**111.23**	**7.67**
Amortisation			
At 1 April 2016	9.42	9.42	-
Amortisation for the year (refer note 27)	12.34	12.34	-
At 31 March 2017	**21.76**	**21.76**	**-**
Amortisation for the year (refer note 27)	17.06	17.06	-
Disposals during the year	(0.44)	(0.44)	
At 31 March 2018	**38.38**	**38.38**	**-**
Net book value			
At 31 March 2017	**52.78**	**52.78**	**-**
At 31 March 2018	**72.84**	**72.84**	**7.67**

6 Non-current investments (non trade)

		As at 31 March 2018	As at 31 March 2017
Investment in subsidiaries at cost			
Unquoted equity shares			
Investment in subsidiaries			
5,194,000 (31 March 2017 5,194,000) equity shares of INR 10 fully paid up in ReNew Wind Energy Delhi Private Limited		518.50	518.50
3,870,000 (31 March 2017 3,870,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jadeswar) Private Limited		350.10	350.10
11,922,125 (31 March 2017 11,922,125) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajkot) Private Limited		1,191.31	1,191.31
8,156,000 (31 March 2017 8,156,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Shivpur) Private Limited		814.70	814.70
8,175,000 (31 March 2017 8,175,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Varekarwadi) Private Limited		816.60	816.60
7,248,585 (31 March 2017 7,248,585) equity shares of INR 10 fully paid up in ReNew Wind Energy (Sipla) Private Limited		657.49	657.49
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Orissa) Private Limited		0.10	0.10
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jamb) Private Limited		0.10	0.10
4,897,000 (31 March 2017 4,897,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Welturi) Private Limited		488.80	488.80
4,226,000 (31 March 2017 4,226,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (MP) Private Limited		421.70	421.70
239,000 (31 March 2017 239,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (AP) Private Limited		23.00	23.00
8,939,000 (31 March 2017 8,939,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited		893.00	893.00
14,595,775 (31 March 2017 14,095,775) equity shares of INR 10 fully paid up in ReNew Solar Power Private Limited		1,458.68	1,408.68
297,701 (31 March 2017 227,701) equity shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka) Private Limited		28.87	21.87
7,509,000 (31 March 2017 7,509,000) equity shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan) Private Limited		750.00	750.00
15,296,724 (31 March 2017 15,296,724) equity shares of INR 10 fully paid up in ReNew Wind Energy (Jath) Private Limited		1,528.77	1,528.77
190,000 (31 March 2017 190,000) equity shares of INR 10 fully paid up in Renew Wind Energy (AP 2) Private Limited		1.90	1.90
10,054,050 (31 March 2017 7,265,550) equity shares of INR 10 fully paid up in Renew Wind Energy (AP 3) Private Limited		1,004.51	725.66
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (AP 4) Private Limited		0.10	0.10
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Jath Three) Private Limited		0.10	0.10
90,000 (31 March 2017 90,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Karnataka Two) Private Limited		0.90	0.90
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Karnataka Five) Private Limited		0.10	0.10
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (MP One) Private Limited		0.10	0.10
1,444,000 (31 March 2017 1,444,000) equity shares of INR 10 fully paid up in Renew Wind Energy (MP Two) Private Limited		143.50	143.50
3,646,500 (31 March 2017 3,646,500) equity shares of INR 10 fully paid up in Renew Wind Energy (Rajasthan One) Private Limited		363.75	363.75
163,000 (31 March 2017 163,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Rajasthan 2) Private Limited		1.63	1.63
10,000 (31 March 2017 10,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Rajasthan 3) Private Limited		0.10	0.10
190,000 (31 March 2017 190,000) equity shares of INR 10 fully paid up in Renew Wind Energy (TN) Private Limited		1.90	1.90
15,000 (31 March 2017 15,000) equity shares of INR 10 fully paid up in Renew Wind Energy (Vaspet 5) Private Limited		0.15	0.15
6,710,000 (31 March 2017 6,710,000) equity shares of INR 10 fully paid up in Narmada Wind Energy Private Limited		671.60	671.60
651,620 (31 March 2017 651,620) equity shares of INR 10 fully paid up in Abaha Wind Energy Developers Private Limited		7.42	7.42
2,414,000 (31 March 2017 125,000) equity shares of INR 10 fully paid up in Renew Solar Energy Private Limited		240.50	12.50
19,000,000 (31 March 2017 19,000,000) equity shares of INR 10 fully paid up in Shruti Power Projects Private Limited		196.76	196.76
9,819,600 (31 March 2017 119,600) equity shares of INR 10 fully paid up in Helios Infrastructure Private Limited		1,218.92	248.92
5,801,000 (31 March 2017 Nil) equity shares of INR 10 fully paid up in Molagavalli Renewable Private Limited		603.00	-
1,423 (31 March 2017 Nil) equity shares of INR 10 fully paid up in KCT Renewable Energy Private Limited		4,451.97	-
1 (31 March 2017 Nil) equity shares of SGD 1 fully paid up in ReNew Power Singapore PTE Ltd.		0.00	
1018 (31 March 2017 Nil) equity shares of INR 10 fully paid up in Kanak Renewables Limited		0.20	-
1018 (31 March 2017 Nil) equity shares of INR 10 fully paid up in Rajat Renewables Limited		0.20	-
1,000 (31 March 2017 Nil) equity shares of INR 10 fully paid up in Pugalur Renewable Private Limited		0.10	-
1,000 (31 March 2017 Nil) equity shares of INR 10 fully paid up in Bidwal Renewable Private Limited		0.10	-
569,786,000 (31 March 2017 Nil) equity shares of INR 10 fully paid up in ReNew Power Services Private Limited		5,697.86	-
10,000 (31 March 2017 Nil) equity shares of INR 10 fully paid up in ReNew Transmission Ventures Private Limited		0.10	-
50,000 (31 March 2017 Nil) equity shares of INR 10 fully paid up in Zemira Renewable Energy Limited		0.50	-
	(a)	**24,549.69**	**12,261.81**

Unquoted convertible preference shares			
Investment in subsidiaries at cost *			
11,153,350 (31 March 2017 11,153,350) 0.001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (AP) Private Limited		1,115.34	1,115.34
104,836,743 (31 March 2017 75,256,743) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Solar Power Private Limited		10,483.67	7,525.67
7,231,000 (31 March 2017 7,231,000) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (MP Two) Private Limited		723.10	723.10
7,195,600 (31 March 2017 7,195,600) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan One) Private Limited		719.56	719.56
19,790,970 (31 March 2017 19,790,970) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan 3) Private Limited		1,979.10	1,979.10
10,283,000 (31 March 2017 10,283,000) 0.0001% compulsory convertible preference shares of INR 10 fully paid up in ReNew Wind Energy (Shivpur) Private Limited		1,028.30	1,028.30
	(b)	**16,049.08**	**13,091.07**
Unquoted debt securities			
Investment in subsidiaries at amortised cost			
18,770,307 (31 March 2017 18,770,307) 0.001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Karnataka) Private Limited		1,584.84	1,584.84
3,030,123 (31 March 2017 3,030,123) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Orissa) Private Limited		274.09	274.09
7,219,324 (31 March 2017 7,219,324) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Jamb) Private Limited		653.04	653.04
2,304,000 (31 March 2017 2,304,000) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (MP) Private Limited		208.41	208.41
2,892,167 (31 March 2017 2,892,167) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Varekarwadi) Private Limited		261.61	261.61
9,602,580 (31 March 2017 9,602,580) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Rajasthan) Private Limited		798.50	798.50
1,881,220 (31 March 2017 1,881,220) 0.0001% redeemable non cumulative preference shares of INR 10 fully paid up in ReNew Wind Energy (Devgarh) Private Limited		156.43	156.43
	(c)	**3,936.92**	**3,936.92**
Deemed investment *			
ReNew Power Services Private Limited		49.44	-
	(d)	**49.44**	**-**
	(a) + (b) + (c) + (d)	**44,585.13**	**29,289.80**

* The Company provides additional benefits to certain members of senior management and employees of the Company and ReNew Power Services Private Limited through equity settled Employee Stock Option Plans (‘ESOPs’). In accordance with Ind AS 102 – Share Based Payment, these plans represent a component of recipient remuneration and the compensation is recognised in profit or loss of the Company. The compensation expense to the extent pertaining to the employees of ReNew Power Services Private Limited is considered as deemed investment in the form of capital contribution in ReNew Power Services Private Limited.

7 Financial assets	**As at 31 March 2018**	**As at 31 March 2017**
Non-current (unsecured, considered good unless stated otherwise)		
Loans		
Security deposits	54.15	14.99
Loan to subsidiaries - redeemable non cumulative preference shares (refer note 32)	951.79	847.44
Total	**1,005.94**	**862.43**
Others		
Bank deposits with remaining maturity for more than twelve months (refer note 12)	2,263.22	30.02
Share application money pending allotment (refer note 32)	-	2,540.00
Total	**2,263.22**	**2,570.02**
Current (unsecured, considered good unless stated otherwise)		
Loans		
Security deposits	30.28	-
Loans to subsidiaries - unsecured loan (refer note 32)	24,319.10	10,001.02
Loan to subsidiaries - redeemable non cumulative preference shares (refer note 32) *	22,902.14	-
Total	**47,251.52**	**10,001.02**
Investments at fair value through profit or loss		
Quoted Mutual Funds		
ICICI Prudential Liquid Plan - Direct Growth - 5,368 units (31 March 2017 : Nil units)	1.38	-
Aditya Birla Sunlife - Cash Plus - Direct Growth- 3,592,904 units (31 March 2017 : Nil units)	1,003.55	-
HDFC Liquid Fund - Direct Growth - 228 units (31 March 2017 : Nil units)	0.78	-
Total	**1,005.71**	**-**
Aggregate book value of quoted investments	1,005.71	-
Aggregate market value of quoted investments	1,005.71	-
Others		
Recoverable from related parties (refer note 32)	1,697.87	1,796.14
Advance recoverable in cash	585.51	-
Government grants*		
- Generation based incentive receivable	73.35	74.10
Unbilled revenue	212.82	190.28
Interest accrued on fixed deposits	122.66	37.13
Interest accrued on loans to related parties (refer note 32)	1,596.54	745.25
Others	5.90	-
Total	**4,294.65**	**2,842.90**

*Government grant is receivable for generation of renewable energy. There are no unfulfilled conditions or contingencies attached to these grants.

Loans and receivables are non-derivative financial assets which generate a fixed or variable interest income for the Company. The carrying value may be affected by changes in the credit risk of the counterparties.

Investments at fair value through profit & loss reflects investment in quoted mutual funds. Refer note 35 for determination of fair value.

8 Deferred tax

Deferred tax assets (net)

Deferred tax related to items recognised in OCI:		**As at 31 March 2018**	**As at 31 March 2017**
Deferred tax assets (gross)			
Re-measurement losses on defined benefit plans		1.75	1.99
	(a)	**1.75**	**1.99**

Deferred tax related to items recognised in statement of profit and loss:		**As at 31 March 2018**	**As at 31 March 2017**
Deferred tax liabilities (gross)			
Difference in written down value as per books of account and tax laws		324.14	172.29
	(b)	**324.14**	**172.29**
Deferred tax assets (gross)			
Loan to subsidiary - redeemable non cumulative preference shares		1,128.95	1,230.78
Losses available for offsetting against future taxable income		313.21	135.75
Unused tax credit (MAT)		140.47	149.44
Operation and maintenance and lease equalisation reserve		77.38	20.95
Others		(47.72)	18.26
	(c)	1,612.29	1,555.18
	(d) = (c) - (b)	**1,288.15**	**1,382.89**
Deferred tax assets (net)	**(a) + (d)**	**1,289.89**	**1,384.88**

Reconciliation of tax expense and the accounting profit multiplied by India's domestic tax rate:

	31 March 2018	31 March 2017
Accounting profit before income tax	**946.76**	**623.85**
At India's applicable statutory income tax rate i.e. Minimum Alternate Tax (18.50%)/ Income Tax (25%) (31 March 2017: 30%) plus applicable Surcharge rate (7% to 12 %) and Cess (3%)	202.06	133.14
Deferred tax expense reported in the statement of profit and loss	94.74	(338.44)
Non chargeable incomes for tax purposes:		
Interest on compound financial instrument	(22.27)	-
Capital receipts	(54.39)	-
Deductible expenses for tax purposes:		
Increase/(decrease) in book profit on account of one-fifth of the transition amount adjusted in other equity and OCI items permanently recorded in reserves	(49.33)	16.64
At the effective income tax rate	**170.81**	**(188.67)**
Current tax expense reported in the statement of profit and loss	76.07	149.35
Deferred tax expense reported in the statement of profit and loss	94.74	(338.44)
	170.81	**(189.10)**

*** Where deferred tax expense relates to the following :**		
Loan to subsidiary - redeemable non cumulative preference shares	101.91	(282.75)
Losses available for offsetting against future taxable Income	(177.89)	(22.35)
Operation and maintenance and lease equalisation reserve	(56.42)	(17.52)
Unused tax credit (MAT)	8.88	(149.35)
Difference in WDV as per books of accounts and tax laws	151.85	120.07
Others	66.41	13.45
	94.74	**(338.44)**

Reconciliation of deferred tax assets (net):

	31 March 2018	31 March 2017
Opening balance of DTA/DTL (net)	**1,384.88**	**1,045.20**
Deferred tax income/(expense) during the period recognised in profit or loss	(94.74)	338.42
Deferred tax income/(expense) during the period recognised in OCI	(0.25)	1.26
Closing balance of DTA/DTL (net)	**1,289.89**	**1,384.88**

The company has unabsorbed depreciation which arose in India of INR 1,239.89 (31 March 2017: INR 409.27). The unabsorbed depreciation will be available for offsetting against future taxable profits of the Company.

The Company has recognised deferred tax asset of INR 313.21 (31 March 2017: INR 135.75) utilisation of which is dependent on future taxable profits. The future taxable profits are based on projections made by the management considering the power purchase agreement with power procurer.

The expiry period of MAT credit is 15 years from the date of entitlement and deferred tax has been recognised on MAT credit which are expected to be utilised before the expiry period.

9 Prepayments	**As at 31 March 2018**	**As at 31 March 2017**
Non-current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	170.41	87.74
Total	**170.41**	**87.74**
Current (unsecured, considered good unless otherwise stated)		
Prepaid expenses	64.69	56.54
	64.69	**56.54**

10 Other assets	**As at 31 March 2018**	**As at 31 March 2017**
Non-current (unsecured, considered good unless otherwise stated)		
Others		
Capital advance	1,671.69	951.73
Advances recoverable	-	55.57
Advance income tax (net of income tax provisions)	380.79	252.75
Security deposits	0.07	0.07
Deferred rent	24.96	8.19
VAT recoverable	-	1.05
Total	**2,077.11**	**1,269.36**
Current (Unsecured, considered good unless otherwise stated)		
Advances recoverable in cash or kind	133.77	188.22
Deferred rent	6.78	1.87
Balances with Government authorities	-	0.00
Others	47.21	-
Total	**187.76**	**190.09**

11 Trade receivables	**As at 31 March 2018**	**As at 31 March 2017**
Unsecured, considered good unless stated otherwise	3,295.77	3,394.65
Total	**3,295.77**	**3,394.65**

No trade or other receivables are due from directors or other officers of the Company either severally or jointly with any other person. Trade receivables of INR Nil (31 March 2017: INR 22.01) is due from private companies in which directors of the Company are director.

Trade receivables are non-interest bearing and are generally on terms of 15-45 days

12 Cash and cash equivalents	**As at 31 March 2018**	**As at 31 March 2017**
Cash on hand	-	0.02
Balance with bank		
- On current accounts	1,461.96	1,879.40
- Deposits with original maturity of less than 3 months #	5.00	7,433.12
	1,466.96	**9,312.54**
Bank balances other than cash and cash equivalents		
Deposits with		
- Remaining maturity for less than twelve months #	1,099.29	1,937.56
- Remaining maturity for more than twelve months #	2,263.22	30.02
	3,362.51	**1,967.58**
Less: amount disclosed under financial assets (others) (Note 7)	(2,263.22)	(30.02)
Total	**1,099.29**	**1,937.56**

*Fixed deposits of INR 2,931.18 (31 March 2017: INR 2,955.00) are under lien with various banks for the purpose of Debt Service Reserve Account (DSRA) and as margin money for the purpose of letter of credit/bank guarantee.

# The bank deposits have an original maturity period of 7 days to 1827 days and carry an interest rate of 3.50% to 7.9% which is receivable on maturity.

13 Share capital

Authorised share capital	**Number of shares**	**Amount**
Equity shares of INR 10 each		
At 1 April 2016	300,000,000	3,000.00
Increase during the year	70,000,000	700.00
At 31 March 2017	370,000,000	3,700.00
Increase during the year	30,000,000	300.00
At 31 March 2018	**400,000,000**	**4,000.00**

Issued share capital	**Number of shares**	**Amount**
13A Equity shares of INR 10 each issued, subscribed and paid up		
At 1 April 2016	263,738,098	2,608.76
Shares issued during the year*	74,623,574	774.86
At 31 March 2017	338,361,672	3,383.62
Shares issued during the year	38,796,184	387.96
At 31 March 2018	**377,157,856**	**3,771.58**

* includes INR 28.63 million for equity shares issued during FY 2016-17, against full & final call of INR 7.5 per share.

	Fully paid up shares		**Partly paid up shares**	
	Number of shares	Amount	Number of shares	Amount
As at 1 April 2016	259,921,304	2,599.21	3,816,794	9.53
As at 31 March 2017	338,361,672	3,383.62	-	-
As at 31 March 2018	377,157,856	3,771.58	-	-

Terms/rights attached to equity shares

The Company have only one class of equity shares having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. If declared, the Company will declare and pay dividends in Indian rupees.
In the event of liquidation of a Company, the holders of equity shares of such Company will be entitled to receive remaining assets of the respective Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders of the Company.

13B Equity component of compulsory convertible debentures (CCD)	**Number of debentures**	**Total proceeds**	**Liability component (refer note 15)**	**Equity component**
At 1 April 2016	14,712,000	147.12	-	147.12
Debentures converted into equity shares	(14,712,000)	(147.12)	-	(147.12)
At 31 March 2017	-	-	-	-
At 31 March 2018	-	-	-	-

Terms of conversion of CCDs
Compulsory Convertible Debentures (CCD) are redeemable by compulsory conversion into equity shares based on the service condition which is dependent on the number of months for which the debenture holder is in service at the Company from September 22, 2011 on a pro-rata basis upto maximum of 60 months. Further the conversion is also dependent on performance condition which is based on the enterprise value of the capital contributed. The conversion would happen at earliest of the following three events:
- the end of ten years from the date of issue, viz., September 23, 2011,
- filing of prospectus by the Company with the Registrar of Companies or
- on the decision of the Holding Company 'GS Wyvern Holding Ltd.'.

These CCD carry a non - cumulative interest coupon rate of 0.001% per annum on its face value. These CCD's do not have any voting right and are not entitled to any dividend on the underlying shares as long as they are not converted into equity shares. These CCD have been converted into 8,853,353 shares during financial year end 31 March 2017.

13C Shares held by the holding company and/or their subsidiaries/associates

	31 March 2018		**31 March 2017**	
	Number of shares	**Amount**	**Number of shares**	**Amount**
GS Wyvern Holding Ltd, the holding company (upto 22 March 2018)	-	-	184,709,600	1,847.10

No shares are held by any subsidiary or associate of the holding company.

13D Details of shareholders holding more than 5% shares in the Company	**31 March 2018**		**31 March 2017**	
	Number	**% Holding**	**Number**	**% Holding**
Equity shares of INR 10 each				
GS Wyvern Holding Ltd	184,709,600	48.97%	184,709,600	54.59%
Canada Pension Plan Investment Board	61,608,099	16.33%	-	-
Green Rock B 2014 Limited (formerly known as Green Rock A 2014 Limited)	60,487,804	16.04%	60,487,804	17.88%
JERA Power RN B.V.	34,411,682	9.12%	34,411,682	10.17%
Asian Development Bank	-	-	22,837,015	6.75%

As per the records of the Company, including its register of shareholders/members the above shareholding represents both legal and beneficial ownerships of shares.

13E No shares have been allotted without payment of cash or by way of bonus shares during the period of five years immediately preceding the balance sheet date.

14 Other equity

14A Share application money pending allotment

At 1 April 2016	-
Share application money received	18,817.34
Equity shares issued during the year	(18,815.14)
	2.20
Less: amount disclosed under 'other current financial liabilities' (refer note 20)	(2.20)
At 31 March 2017	-
Share application money received	16,092.51
Equity shares issued during the year	(16,092.51)
At 31 March 2018	-

14B Share premium

At 1 April 2016	**31,204.26**
Premium on issue of equity shares during the year	18,187.39
Amount transferred from share based payment reserve on conversion	1,309.34
Amount utilized against for issue of equity shares	(28.38)
At 31 March 2017	**50,672.61**
Premium on issue of equity shares during the year	15,704.55
Amount transferred from share based payment reserve on conversion	1.23
Amount utilized against for issue of equity shares	(26.69)
At 31 March 2018	**66,351.70**

14C Debenture redemption reserve

At 1 April 2016	284.63
Amount transferred from surplus balance in retained earnings	549.92
At 31 March 2017	**834.55**
Amount transferred from surplus balance in retained earnings	832.00
At 31 March 2018	**1,666.55**

14D Share based payment reserve

At 1 April 2016	1,397.24
Expense for the year	448.23
Amount utilised on exercise of stock options	(1,309.34)
At 31 March 2017	**536.13**
Expense for the year	443.43
Amount against stock options relating to subsidiary (refer note 32)	49.44
Amount utilised on exercise of stock options	(1.23)
At 31 March 2018	**1,027.77**

14E Retained earnings

At 1 April 2016	432.30
Profit for the year	812.94
Re-measurement losses on defined benefit plans (net of tax)	(3.34)
Appropriation for debenture redemption reserve	(549.92)
At 31 March 2017	**691.98**
Profit for the period	860.89
Re-measurement losses on defined benefit plans (net of tax)	0.52
Appropriation for debenture redemption reserve	(832.00)
At 31 March 2018	**721.39**

15 Long-term borrowings

	Nominal interest rate %	Maturity	Non-current		Current	
			31 March 2018	**31 March 2017**	**31 March 2018**	**31 March 2017**
Non Convertible Debentures (secured)	9.18% - 13.01%	March 2020 - July 2025	28,146.25	13,704.96	-	-
Term loan from bank (secured)	9.15% - 9.53%	March 2021 - December 2021	13,858.61	-	21.74	-
Term loan from financial institutions (secured)			-	31.28	-	1.87
Total long-term borrowings			**42,004.86**	**13,736.24**	**21.74**	**1.87**
Amount disclosed under the head 'Other current financial liabilities' (Refer note 20)			-	-	(21.74)	(1.87)
			42,004.86	**13,736.24**	**-**	**-**

Notes:

Details of Security

Non convertible debentures (secured)

Non-convertible debentures specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective projects.

Non-convertible debentures not specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts, excluding charge on project assets and further secured by pledge over equity shares of certain subsidiaries and step down subsidiaries.

The security creation of one of the lender in under process.

Term loan in Indian rupees from banks (Secured)

Term loans specific to projects are secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective projects.

Term loans not specific to projects is to be exclusively secured by hypothecation of loans and advances and book debts. And it has to be further secured by pledge over 51% shares, compulsory convertible debentures and other equity like instruments of one direct subsidiary. The security creation is under process.

Term loan in Indian rupees from financial institutions (Secured)

Secured by a first pari passu charge by way of mortgage on immovable properties, first pari passu charge by way of hypothecation of tangible moveable assets, first charge on all the current assets, intangible assets and accounts. Further secured by way of assignment of all the rights, title, interest, benefit, claims and demands under all the project agreements, letter of credit, insurance contracts and proceeds, guarantees, performance bond etc. of the respective project.

16 Long-term Provisions	**As at 31 March 2018**	**As at 31 March 2017**
Provision for gratuity	8.00	24.68
Total	**8.00**	**24.68**

17 Other non-current liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Provision for operation and maintenance equalisation	263.93	151.59
Total	**263.93**	**151.59**

18 Short term borrowings	**As at 31 March 2018**	**As at 31 March 2017**
Working capital term loan (secured)*	2,980.00	-
Acceptances (unsecured) **	-	3,662.08
Loan from related party (unsecured) (refer note 32) ***	1,436.78	1,339.58
Commercial papers (unsecured) ****	3,201.11	-
Total	**7,617.89**	**5,001.66**

*** Working capital term loan (secured)**
The term loan from bank carries interest @ 9.00% p.a. to 9.70%. The same is repayable with a bullet payment at the end of the tenure i.e. 180 days. It is secured by first pari passu charge by way of hypothecation entire movable properties of the Company, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixture and all other movable properties, book debts, operating cash flows, receivables, commission and revenues, all other current assets, intangible assets, goodwill, uncalled up capital except project assets.

**** Acceptances (unsecured)**
Acceptances from Yes Bank are secured by first pari passu charge over all present and future current assets and movable fixed assets of the Company of respective projects for which such acceptances are taken.
Discount rate on acceptances ranges from 7.60% - 9.00% p.a.

***** Loan from related party (unsecured)**
Unsecured loan from related party is repayable on demand and carries interest at 8.00% p.a.

****** Commercial papers (unsecured)**
Unsecured Commercial papers are issued at a discount rate on commercial papers ranges from 7.45% to 7.95% p.a.

19 Trade payables	**As at 31 March 2018**	**As at 31 March 2017**
Current		
Outstanding dues to micro enterprises and small enterprises (refer note 40)	-	-
Others	1,004.35	1,059.64
Total	**1,004.35**	**1,059.64**

20 Other current financial liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Financial liabilities at amortised cost		
Current maturities of long term borrowings (Refer note 15)	21.74	1.87
Others		
Interest accrued but not due on borrowings	255.29	180.03
Interest accrued but not due on debentures	307.10	218.47
Capital creditors	565.49	1,750.57
Purchase consideration payable	332.30	258.27
Share application money received and due for refund (refer note 14A)	-	2.20
Total	**1,481.92**	**2,411.42**

21 Other current liabilities	**As at 31 March 2018**	**As at 31 March 2017**
Provision for operation and maintenance equalisation	32.38	-
Other payables		
TDS payable	81.28	409.18
Service tax payable	-	0.23
WCT payable	-	0.40
GST payable	47.85	-
Labour welfare fund payable	0.00	1.09
Provident fund payable	1.48	7.00
Total	**162.99**	**417.90**

22 Short term provisions	**As at 31 March 2018**	**As at 31 March 2017**
Provision for gratuity	0.74	0.89
Provision for compensated absences	13.29	28.69
Total	**14.03**	**29.58**

23 Revenue from operations	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Income from operation		
Sale of power	2,479.76	1,757.83
Sale of services - management shared services	1,002.79	1,506.26
Total	**3,482.55**	**3,264.09**

24 Other income	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Interest income		
- on fixed deposit with banks	375.80	478.23
- on loan to related parties (refer note 32)	1,226.30	444.50
- on loan to subsidiaries - redeemable non cumulative preference shares (refer note 32)	104.36	89.27
- on income tax refund	9.91	-
- others	11.89	32.19
Government grant		
- generation based incentive	224.90	148.10
Compensation for loss of revenue (refer note 41)	254.84	50.74
Fair value gain on Mutual fund	104.50	-
Total	**2,312.50**	**1,243.03**

25 Employee benefits expense	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Salaries, wages and bonus	204.64	741.53
Contribution to provident and other funds	8.88	36.87
Share based payments (refer note 33)	420.76	429.15
Gratuity expense	3.65	7.43
Staff Welfare Expenses	49.65	33.35
Total	**687.58**	**1,248.33**

26 Other expenses	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Legal and professional fees	105.60	95.86
Corporate social responsibility	15.66	6.50
Travelling and conveyance	76.70	69.55
Rent	93.46	43.20
Director's commission	9.00	2.58
Printing and stationery	1.30	2.05
Management shared services	98.18	0.00
Rates and taxes	16.50	8.43
Payment to auditors *	11.57	6.04
Insurance	18.66	13.75
Operation and maintenance	174.79	119.68
Repair and maintenance		
- others	6.33	8.76
Loss on sale of property plant & equipment	15.32	0.28
Advertising and sales promotion	64.49	16.69
Security charges	3.13	2.73
Communication costs	21.92	13.05
Miscellaneous expenses	24.52	25.16
Total	**757.13**	**434.31**

***Payment to Auditors**	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
As auditor:		
Audit fee	5.75	2.65
In other capacity:		
Certification fees	1.03	1.40
Other services	32.31	21.50
Reimbursement of expenses	3.53	1.99
	42.62	27.54
Less: IPO expenses transferred to other current assets	(31.05)	
Less: reimbursement from subsidiaries of the company (refer note 32)	-	(21.50)
	11.57	**6.04**

27 Depreciation and amortization expense	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Depreciation of property, plant & equipment (refer note 4)	652.20	437.41
Amortisation of intangible assets (refer note 5)	17.06	12.34
Total	**669.26**	**449.75**

28 Finance costs	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Interest expense on		
- term loans	31.72	52.32
- loan from related party (refer note 32)	583.73	111.45
- acceptance	57.85	103.33
- on working capital demand loan	48.89	121.70
- debentures	1,865.93	1,303.14
- commercial papers	40.65	-
Bank charges	58.80	59.94
Unamortised ancillary borrowing cost written off	46.75	-
Total	**2,734.32**	**1,750.88**

29 Earnings per share (EPS)	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**

The following reflects the profit and share data used for the basic and diluted EPS computations:

Profit attributable to equity holders for basic earnings	860.89	812.94
	860.89	812.94
Net profit for calculation of basic EPS	860.89	812.94
Weighted average number of equity shares for calculating basic EPS	339,327,176	281,984,176
Basic earnings per share	2.54	2.88
Net profit for calculation of diluted EPS	860.89	812.94
Weighted average number of equity shares for calculating diluted EPS	346,071,290	300,493,604
Diluted earnings per share	2.49	2.71

	No. of shares	**No. of shares**
Weighted average number of equity shares in calculating basic EPS	339,327,176	281,984,176
Effect of dilution		
Convertible equity for compulsory convertible debentures (CCD)	-	7,806,127
Convertible equity for employee stock option plan	6,744,114	10,703,301
Weighted average number of equity shares in calculating diluted EPS	346,071,290	300,493,604

30 Gratuity and other post-employment benefit plans

Retirement benefit in the form of provident fund is a defined contribution scheme. The contributions to the provident fund are charged to the statement of profit and loss for the year when the contributions are due. The Company has no obligation, other than the contribution payable to the provident fund.

The Company has a defined benefit gratuity plan. Gratuity is computed as 15 days salary, for every completed year of service or part thereof in excess of 6 months and is payable on retirement/termination/resignation. The benefit vests on the employees after completion of 5 years of service. The Gratuity liability has not been externally funded. The Company makes provision of such gratuity liability in the books of accounts on the basis of actuarial valuation as per the projected unit credit method.

The following tables summarize the components of net benefit expense recognized in the statement of profit and loss and the unfunded status and amounts recognized in the balance sheet for the Gratuity.

Statement of profit and loss

Net employees benefit expense recognised in employee cost	**31 March 2018**	**31 March 2017**
Current service cost	3.86	7.30
Interest cost on benefit obligation	0.38	1.49
Net benefit expense*	**4.24**	**7.78**

* This amount is inclusive of amount capitalised in different projects.

Balance Sheet

Benefit asset/(liability)	**31 March 2018**	**31 March 2017**
Present value of unfunded obligation	(8.73)	(25.57)
Net liability	**(8.73)**	**(25.57)**

	31 March 2018	**31 March 2017**
Changes in the present value of the defined benefit obligation		
Opening defined benefit obligation	25.57	12.80
Current service cost	3.86	6.79
Interest cost	0.38	0.99
Remeasurements during the period due to:		
- Experience adjustments	(0.50)	1.40
- Change in financial assumptions	(0.27)	3.59
- Change in demographic assumptions	-	-
Liabilities settled *	(20.30)	-
Closing defined benefit obligation	8.73	25.57

* Liability transferred on account of transfer of certain employees from ReNew Power Limited (holding company).

Since the entire amount of plan obligation is unfunded therefore changes in fair value of plan assets, categories of plan assets as a percentage of the fair value of total plan assets and Company's expected contribution to the plan assets for the next year is not given.

The principal assumptions used in determining gratuity obligations	**31 March 2018**	**31 March 2017**
Discount rate	7.75%	7.40%
Salary Escalation	10.00%	10.00%

The estimates of future salary increases considered in actuarial valuation take account of inflation, total amount of inflation, seniority, promotion and other relevant factors, such as supply and demand in the employment market.

The Company regularly assesses these assumptions with the projected long-term plans and prevalent industry standards. The impact of sensitivity due to changes in the significant actuarial assumptions on the defined benefit obligations is given in the table below:

Particulars	**Change in assumptions**	**31 March 2018**	**31 March 2017**
Discount rate	+ 0.5%	8.37	24.06
	- 0.5%	(9.12)	(27.23)
Salary escalation	+ 0.5%	8.78	26.64
	- 0.5%	(8.69)	(24.52)

The sensitivity analysis above has been determined based on a method that extrapolates the impact on defined benefit obligation as a result of reasonable changes in key assumptions occurring at the end of the reporting period.

Gratuity amounts for current year and previous years	**31 March 2018**	**31 March 2017**	**31 March 2016**	**31 March 2015**	**31 March 2014**
Defined benefit obligation	8.73	25.57	12.80	6.95	3.59
Surplus/(Deficit)	(8.73)	(25.57)	(12.80)	(6.95)	(3.59)
Experience adjustment on plan (gain)/loss	0.50	3.59	(0.33)	(0.66)	0.53

Projected plan cash flow:

The table below shows the expected cash flow profile of the benefits to be paid to the current membership of the plan based on past service of the employees as at the valuation date:

Maturity Profile	**31 March 2018**	**31 March 2017**
Within next 12 months	0.74	0.89
Between 2 and 5 years	2.14	6.51
Between 5 and 10 years	5.77	8.49
Beyond 10 years	11.03	63.81

The weighted average duration to the payment of these cash flows is 8.64 years (31 March 2017: 12.39 years).

Risk analysis
The Company is exposed to a number of risks in the defined benefit plans. Most significant risks pertaining to defined benefits plans and management estimation of the impact of these risks are as follows:

· Inflation risk: Currently the Company has not funded the defined benefit plans. Therefore, the Company will have to bear the entire increase in liability on account of inflation.
· Longevity risk/life expectancy: The present value of the defined benefit plan liability is calculated by reference to the best estimate of the mortality of plan participants both during and at the end of the employment. An increase in the life expectancy of the plan participants will increase the plan liability.
· Salary growth risk: The present value of the defined benefit plan liability is calculated by reference to the future salaries of plan participants. An increase in the salary of the plan participants will increase the plan liability.

Defined contribution plan:	**31 March 2018**	**31 March 2017**
Contribution to provident fund & other fund charged to statement of profit & loss*	9.36	36.87

*This amount is inclusive of amount capitalized in different projects.

31 Operating lease commitments

The Company has entered into commercial property lease for various projects. The lease have non-cancellable commitment period which has remaining term of 5 years. The Company has the option, under some of its leases, to lease the assets for additional terms of upto three years.

Future minimum rentals payables under non- cancellable operating lease (excluding lease equalisation reserve) are as follows

Particulars	**For the year ended 31 March 2018**	**For the year ended 31 March 2017**
Within one year	110.02	44.68
After one year but not more than five years	441.48	29.56

32 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 year and description of relationship as identified by the management are:-

I. Holding Company

ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

II. Ultimate Holding Company

GS Wyvern Holdings Limited (upto 22 March 2018)

III. Subsidiaries

ReNew Wind Energy (AP 3) Private Limited
ReNew Solar Power Private Limited
ReNew Wind Energy (MP) Private Limited
ReNew Wind Energy (Varekarwadi) Private limited
ReNew Wind Energy Delhi Private limited
ReNew Wind Energy (Jamb) Private Limited
ReNew Wind Energy (Devgarh) Private limited
ReNew Wind Energy (AP) Private Limited
ReNew Wind energy (Vaspet 5) Private Limited
Narmada Wind Energy Private Limited
ReNew Wind Energy (Sipla) Private Limited
ReNew Wind Energy (Jath) limited
ReNew Wind energy (Karnataka Two) Private Limited
Abaha Wind Energy Developers Private Limited
ReNew Solar Energy Private Limited
ReNew Wind Energy (TN) Private Limited
ReNew Wind Energy (MP One) Private Limited
ReNew Wind Energy (Shivpur) Private limited
ReNew Wind Energy (Karnataka) Private limited
ReNew Wind Energy (Rajasthan One) Private Limited
ReNew Wind Energy (Rajasthan 3) Private Limited
ReNew Wind Energy (Karnataka Five) Private Limited
ReNew Wind Energy (Rajasthan) Private limited
ReNew Wind energy (Rajasthan 2) Private Limited
ReNew Wind Energy (MP Two) Private Limited
ReNew Wind Energy (Jath Three) Private Limited
ReNew Wind energy (AP2) private Limited
ReNew Wind Energy (Orissa) Private Limited
ReNew Wind Energy (AP 4) Private Limited
ReNew Wind Energy (Welturi) Private limited
ReNew Wind Energy (Rajkot) Private limited
ReNew Wind Energy Jadeshwar Private limited
Helios Infratech Private Limited (w.e.f. 24 August 2016)
Shruti Power Projects Private Limited (w.e.f. 16 September 2016)
ReNew Power Singapore PTE Limited (incorporated w.e.f. 5 September 2017)
KCT Renewable Energy Private Limited (w.e.f. 15 November 2017)
Molagavalli ReNewable Private Limited (w.e.f. 11 June 2017) *
ReNew Power Services Private Limited (w.e.f. 9 January 2018) *
Zemira Renewable Energy Limited (w.e.f. 31 March 2018)
Bidwal Renewable Private Limited (w.e.f. 6 March 2018) *
Kanak Renewables Limited (w.e.f. 6 March 2018) *
Rajat Renewables Limited (w.e.f. 6 March 2018) *
Pugalur Renewable Private Limited (w.e.f. 6 March 2018) *
ReNew Transmission Ventures Private Limited (incorporated w.e.f. 8 March 2018)

IV. Step down subsidiaries

Bhumi Prakash Private Limited
ReNew Distributed Solar Energy Private Limited
ReNew Distributed Solar Services Private Limited
ReNew Distributed Solar Power Private Limited
ReNew Surya Mitra Private Limited
ReNew Surya Prakash Private Limited
ReNew Saur Vidyut Private Limited
ReNew Wind Energy (MP Four) Private limited
ReNew Solar Daylight Energy Private Limited
ReNew Solar Sun Flame Private Limited
ReNew Wind Energy (TN 2) Private Limited
ReNew Akshay Urja Private Limited
ReNew Solar Energy (Jharkhand One)Private Limited
ReNew Solar Energy (Jharkhand Three)Private Limited
ReNew Solar Energy (Jharkhand Four) Private Limited
ReNew Solar Energy (Jharkhand Five) Private Limited
ReNew Wind energy (Budh 3) Private Limited
ReNew Solar Energy (Telangana) Private Limited
ReNew Solar Energy (Karnataka Two) Private Limited
ReNew Wind Energy (Karnataka 3) Private Limited
ReNew Wind Energy (Rajasthan four) Private limited
ReNew Clean Energy Private limited
ReNew Wind Energy (AP Five) Private limited
ReNew Solar Energy (TN) Private Limited
Tarun Kiran Bhoomi Private Limited
ReNew Wind Energy (Karnataka 4) Private Limited
ReNew Wind Energy (Maharashtra) Private Limited
ReNew Solar Energy (Rajasthan) Private Limited
ReNew Solar Energy (Karnataka) Private Limited
ReNew Wind Energy (MP Three) Private limited
ReNew Wind Energy (Rajasthan four) Private limited
ReNew Saur Urja Private Limited
ReNew Solar Services Private Limited (formerly known as ReNew Wind energy (Vaspet 4) Private Limited)
ReNew Saur Shakti Private limited(Formerly known as Surya Prakash Urja Bhoomi Private Limited)
ReNew Mega Solar Power Private limited(Formerly known as Sun Season Private Limited)
ReNew Agni Power Private limited(Formerly known as Bhanu Dhara Kiran Private Limited)
Lexicon Vanijya Private Limited (w.e.f. 2 December 2016)
Symphony Vyapaar Private Limited (w.e.f. 2 December 2016)
Star Solar Power Private Limited (w.e.f. 1 December 2016)
Sungold Energy Private Limited (w.e.f. 1 December 2016)
ReNew Power Services Private Limited (ceased w.e.f. 9 January 2018) *
Molagavalli ReNewable Private Limited (acquired w.e.f. 25 March 2017) (ceased w.e.f. 11 June 2017) *
Bidwal Renewable Private Limited (acquired w.e.f. 9 February 2018) (ceased w.e.f. 6 March 2018) *
Kanak Renewables Limited (acquired w.e.f. 30 January 2018) (ceased w.e.f. 6 March 2018) *
Rajat Renewables Limited (acquired w.e.f. 30 January 2018) (ceased w.e.f. 6 March 2018) *
Pugalur Renewable Private Limited (acquired w.e.f. 9 February 2018) (ceased w.e.f. 6 March 2018) *
Vivasvat Solar Energy Private Limited (incorporated w.e.f. 5 March 2018)
Nokor Solar Energy Private Limited (incorporated w.e.f. 5 March 2018)
Akhilagya Solar Energy Private Limited (incorporated w.e.f. 5 March 2018)
Abha Sunlight Private Limited (incorporated w.e.f. 7 March 2018)
Izra Solar Energy Private Limited (incorporated w.e.f. 6 March 2018)
Nokor Bhoomi Private Limited (incorporated w.e.f. 6 March 2018)
Zorya Solar Energy Private Limited (incorporated w.e.f. 6 March 2018)
Adyah Solar Energy Private Limited (incorporated w.e.f. 9 March 2018)
Ostro Energy Private Limited (acquired w.e.f. 28 March 2018)
Ostro Jaisalmer Private Limited (acquired w.e.f. 28 March 2018)
Ostro Renewables Private Limited (acquired w.e.f. 28 March 2018)
Ostro Urja Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Dakshin Power Private Limited (acquired w.e.f. 28 March 2018)
Ostro Raj Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Rann Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Dhar Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Bhesada Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Alpha Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Kannada Power Private Limited (acquired w.e.f. 28 March 2018)
Ostro Andhra Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro AP Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Madhya Wind Private Limited (acquired w.e.f. 28 March 2018)
Ostro Kutch Wind Private Limited (acquired w.e.f. 28 March 2018)
Badoni Power Private Limited (acquired w.e.f. 28 March 2018)
AVP Powerinfra Private Limited (acquired w.e.f. 28 March 2018)
Ostro Anantapur Private Limited (acquired w.e.f. 28 March 2018)
Ostro Mahawind Private Limited (acquired w.e.f. 28 March 2018)
SunSource Energy Services Private Limited (w.e.f. 1 December 2016)

* Investment purchased from subsidiaries companies and converted as direct subsidiary from the date mentioned

V. Entities under joint control

Heramba Renewables Limited (acquired w.e.f. 28 March 2018)
Abha Solarfarms Limited (acquired w.e.f. 28 March 2018)
Shreyas Solarfarms Limited (acquired w.e.f. 28 March 2018)
Aalok Solarfarms Limited (acquired w.e.f. 28 March 2018)
Prathamesh Solarfarms Limited (acquired w.e.f. 28 March 2018)

VI. Key management personnel (KMPs):

Mr. Sumant Sinha, Chairman and Managing Director
Mr. Ravi Seth, Chief Financial Officer*
Mr. Parag Sharma, Chief Operating Officer and Head of Solar Business*
Mr. Balram Mehta, President of Wind Business*
Mr. Ravi Parmeshwar, Chief Human Resource Officer*
Mr. Ashish Jain, Company Secretary and Compliance Officer*

* These individuals have been designated as KMP's during the year

VII. Enterprise owned or significantly influenced by key management personnel or their relatives:

Cognisa Investment
Wisemore Advisory Private Limited

b) Related party transactions and balances outstanding:

a. Payment made or Managemnt Shared Services Rendered on behalf of the Company:

Name of Related Party	**For the year ended 31 March 2018**		**For the year ended 31 March 2017**	
	Payment made	**Management Shared Services #**	**Payment made**	**Management Shared Services**
ReNew Wind Energy (AP) Private Limited	0.84	-	29.97	-
ReNew Wind Energy (Rajkot) Private Limited	-	-	73.42	-
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	115.03	-
ReNew Wind Energy (Maharashtra) Private Limited	-	-	17.95	-
ReNew Wind Energy (AP 4) Private Limited	0.04	-	-	-
ReNew Wind Energy (MP One) Private Limited	0.09	-	-	-
ReNew Wind Energy (Karnataka Five) Private Limited	0.12	-	-	-
ReNew Wind Energy MP Private Limited	-	-	529.74	-
ReNew Solar Energy (Telangana) Private Limited	9.22	-	-	-
ReNew Saur Urja Private Limited	-	-	0.11	-
ReNew Power Services Private Limited (Formerly known as ReNew Solar Energy (Jharkhand Two) Private Limited)	105.64	153.87	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	1.49	-	-	-
Symphony Vyapaar Private Limited	2.16	-	-	-
	119.60	**153.87**	**766.22**	**-**

# ReNew Power Service Private Limited has charged certain common expenses to its group companies on the basis of its best estimate of expenses incurred for each of its group companies and recovered the said expenses in the form of 'Management Shared Services'. The management believes that the method adopted is most appropriate basis for recovering of such common expenses.

Payment made on behalf of the Company & Outstanding balance as at

Name of Related Party	**31 March 2018**		**31 March 2017**	
	Payable to related parties	**Trade Payable**	**Payable to related parties**	**Trade Payable**
ReNew Wind Energy (Welturi) Private Limited	1.05	-	1.05	-
ReNew Wind Energy (AP) Private Limited	14.11	-	13.26	-
ReNew Wind Energy (Rajkot) Private Limited	56.23	-	62.83	-
ReNew Wind Energy (Varekarwadi) Private Limited	88.08	-	95.66	-
ReNew Wind Energy (MP) Private Limited	147.74	-	529.74	-
ReNew Wind Energy (Jamb) Private Limited	29.96	-	29.96	-
ReNew Wind Energy (Jath Three) Private Limited	1.81	-	1.85	-
ReNew Wind Energy (AP 4) Private Limited	0.04	-	-	-
ReNew Wind Energy (MP One) Private Limited	0.09	-	-	-
ReNew Wind Energy (Karnataka Five) Private Limited	0.12	-	-	-
ReNew Solar Energy (Telangana) Private Limited	9.22	-	-	-
ReNew Saur Urja Private Limited	0.11	-	0.11	-
ReNew Power Services Private Limited (Formerly known as ReNew Solar Energy (Jharkhand Two) Private Limited)	105.60	148.98	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	1.49	-	-	-
ReNew Wind Energy (Maharashtra) Private Limited	15.54	-	17.95	-
Symphony Vyapaar Private Limited	2.16	-	-	-
ReNew Solar Energy Pvt. Ltd.	-	-	-	0.15
ReNew Solar Energy (TN) Pvt. Ltd.	-	-	-	0.01
ReNew Wind Energy (MP Four) Private limited	-	-	-	0.05
Total	**473.35**	**148.98**	**753.01**	**0.21**

b. Rendering of Shared Services and reimbursement of expenses incurred on behalf of various subsidiaries

Name of Related Party	**For the year ended 31 March 2018**			**For the year ended 31 March 2017**		
	Expenses on Behalf	**Management Shared Services***	**Reimbursement of Expenses**	**Expenses on Behalf**	**Management Shared Services***	**Reimbursement of Expenses**
ReNew Wind Energy (Rajasthan) Private Limited	2.68	11.64	3.33	8.11	39.16	3.98
ReNew Wind Energy (Welturi) Private Limited	0.40	5.74	1.64	18.85	8.39	0.83
ReNew Wind Energy (Devgarh) Private limited	0.04	11.11	3.17	5.77	21.65	2.14
ReNew Wind Energy (Karnataka) Private Limited	3.00	24.77	7.05	19.39	95.07	9.85
ReNew Wind Energy (AP) Private Limited	0.05	13.82	3.94	0.63	23.39	2.27
ReNew Wind Energy (Rajkot) Private Limited	0.00	16.69	4.76	3.25	29.07	2.86
ReNew Wind Energy (Jath) Limited	0.44	33.77	4.92	9.58	33.86	3.22
ReNew Wind Energy Delhi Private limited	14.33	5.95	1.69	3.26	11.70	1.14
ReNew Wind Energy (Shivpur) Private Limited	1.53	38.59	10.98	11.01	142.15	15.09
ReNew Wind Energy (Jadeswar) Private Limited	1.17	2.40	0.68	1.54	4.37	0.43
ReNew Wind Energy (Varekarwadi) Private Limited	-	88.29	25.51	1.71	17.64	1.71
ReNew Wind Energy (MP) Private Limited	1.69	-	-	-	-	-
ReNew Wind Energy (AP 3) Private Limited	-	6.39	1.79	1.14	20.85	2.52
ReNew Wind Energy (MP Two) Private Limited	0.43	6.84	1.94	4.35	11.55	1.15
ReNew Wind Energy (Rajasthan One) Private Limited	0.03	11.96	3.38	3.76	18.58	1.83
ReNew Wind Energy (Sipla) Private Limited	14.52	26.06	7.42	11.74	115.86	12.84
ReNew Wind Energy (Jamb) Private Limited	-	0.12	-	-	-	-
ReNew Wind Energy (Orissa) Private Limited	0.21	-	-	-	-	-
ReNew Wind Energy (TN) Private Limited	0.39	-	-	-	-	-
ReNew Wind energy (Rajasthan 2) Private Limited	0.06	-	-	-	-	-
ReNew Wind Energy (AP 2) Private Limited	0.30	34.47	10.06	-	-	-
ReNew Wind Energy (Karnataka Two) Private Limited	0.10	-	-	-	-	-
ReNew Wind Energy (Vaspet 5) Private Limited	0.04	-	-	-	-	-
ReNew Wind Energy (Rajasthan 3) Private Limited	-	21.71	6.18	11.04	40.04	3.94
Narmada Wind Energy Private Limited	3.67	10.70	3.03	3.26	49.52	5.61
Abaha Wind Energy Developers Private Limited	0.24	-	-	-	-	-
Helios Infratech Private Limited	13.04	17.08	4.82	1,351.50	85.13	10.22
Shruti Power Projects Private Limited	0.78	1.98	0.56	1.43	3.45	0.34
Molagavalli Renewable Private Limited	23.36	9.95	2.83	-	-	-
KCT Renewable Energy Private Limited	6.88	7.49	2.19	-	-	-
ReNew Solar Power Private Limited	-	5.01	0.16	20.07	68.17	3.88
ReNew Solar Energy Private Limited	5.35	26.79	0.17	38.01	637.15	39.15
ReNew Solar Energy (TN) Private Limited	0.07	14.98	3.28	4.17	39.39	1.34
ReNew Solar Energy (Karnataka) Private Limited	1.55	15.68	3.43	5.04	40.71	1.36
ReNew Akshay Urja Limited	33.70	57.40	7.80	11.91	173.67	5.66
ReNew Solar Energy (Telangana) Private Limited	1.17	121.95	26.89	1.26	0.29	-
ReNew Saur Urja Private Limited	3.87	43.63	9.47	3.46	4.11	-
ReNew Clean Energy Private Limited	3.89	32.79	7.14	0.00	-	-
ReNew Wind energy (Vaspet 4) Private Limited Name changed to ReNew Solar Services Private Limited	0.04	-	-	-	-	-
ReNew Agni Power Private limited (Formerly known as Bhanu Dhara Kiran Private Limited)	-	4.69	1.02	0.53	0.92	-

Name of Related Party	For the year ended 31 March 2018			For the year ended 31 March 2017		
	Expenses on Behalf	Management Shared Services*	Reimbursement of Expenses	Expenses on Behalf	Management Shared Services*	Reimbursement of Expenses
ReNew Mega Solar Power Private limited (Formerly known as Sun Season Private Limited)	0.52	11.85	2.59	1.44	0.36	-
ReNew Saur Shakti Private Limited	6.57	58.24	12.82	0.19	0.23	-
ReNew Solar Energy (Jharkhand One) private Limited	2.70	-	-	-	-	-
ReNew Power Services Private Limited (Formerly known as ReNew Solar Energy (Jharkhand Two) Private Limited)	44.78	-	-	-	-	-
ReNew Solar Energy (Jharkhand three) private Limited	2.28	-	-	-	-	-
ReNew Solar Energy (Jharkhand Four) private Limited	1.48	-	-	-	-	-
ReNew Solar Energy (Jharkhand Five) private Limited	1.79	-	-	-	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	0.30	7.14	1.59	0.72	0.42	-
ReNew Wind Energy (Karnataka 3) Private Limited	0.48	4.05	0.88	0.55	0.05	-
ReNew Wind Energy (MP Four) Private limited	1.79	14.43	3.19	0.30	0.32	-
ReNew Wind Energy (MP Three) Private limited	5.25	16.63	3.69	-	-	-
ReNew Wind Energy (Rajasthan four) Private limited	1.54	15.26	3.36	-	-	-
ReNew Wind Energy (Maharashtra) Private Limited	-	16.19	3.56	-	-	-
ReNew Wind Energy (Karnataka 4) Private Limited	1.17	3.58	0.74	0.51	0.80	-
Bhumi Prakash Private Limited	3.67	12.70	2.76	-	0.07	-
Tarun Kiran Bhoomi Private Limited	0.54	3.42	0.74	-	-	-
ReNew Wind Energy (AP Five) Private limited	0.08	-	-	-	-	-
Symphony Vyapaar Private Limited	0.00	3.35	0.74	0.27	8.68	0.29
Lexicon Vanijya Private Limited	1.87	3.45	0.76	0.29	9.22	0.31
Star Solar Power Private Limited	-	1.37	0.30	2.71	3.86	0.13
Sungold Energy Private Limited	2.43	1.37	0.30	2.70	3.61	0.12
ReNew Wind energy (Budh 3) Private Limited	8.13	31.27	6.90	-	0.06	-
ReNew Wind Energy (TN 2) Private Limited	32.84	77.97	16.87	-	0.23	-
ReNew Distributed Solar Services Private Limited	0.08	1.28	0.28	-	-	-
ReNew Distributed Solar Energy Private Limited	0.25	0.49	0.11	-	-	-
ReNew Distributed Solar Power Private Limited	0.08	0.00	0.00	-	-	-
ReNew Surya Mitra Private Limited	0.05	-	-	-	-	-
ReNew Surya Prakash Private Limited	0.06	0.25	0.06	0.01	0.21	0.01
ReNew Saur Vidyut Private Limited	1.57	2.03	0.45	-	-	-
SunSource Energy Services Private Limited	-	0.68	0.15	0.03	1.15	0.03
ReNew Solar Sun Flame Private Limited	0.01	-	-	-	-	-
ReNew Solar Daylight Energy Private Limited	0.00	-	-	-	-	-
Zemira Renewable Private Limited	885.00	-	-	-	-	-
Pugalur Renewable Private Limited	-	86.17	25.16	-	-	-
Bidwal Renewable Private Limited	-	73.27	21.39	-	-	-
	1,146.35	**1,176.88**	**280.62**	**1,566.47**	**1,764.33**	**133.55**

* Inclusive of service tax and GST of INR 174.09 & (31 March 2017: INR 258.07).

Balance outstanding as at the year end from various subsidiaries

Name of Related Party	As at 31 March 2018		As at 31 March 2017	
	Trade Receivable and unbilled revenue*	Recoverable from related parties	Trade Receivable and unbilled revenue*	Recoverable from related parties
ReNew Wind Energy (Rajasthan) Private Limited	0.89	-	122.84	38.20
ReNew Wind Energy (Welturi) Private limited	58.06	58.21	52.70	58.03
ReNew Wind Energy (Devgarh) Private limited	65.36	9.30	55.00	7.75
ReNew Wind Energy (Karnataka) Private limited	148.94	35.63	125.97	25.95
ReNew Wind Energy (AP) Private Limited	35.46	3.79	49.77	-
ReNew Wind Energy (Rajkot) Private Limited	89.86	4.52	74.28	-
ReNew Wind Energy (Jath) Limited	92.63	21.30	59.98	16.18
ReNew Wind Energy (Delhi) Private limited	19.41	20.47	22.64	4.53
ReNew Wind Energy (Shivpur) Private limited	205.55	21.41	169.74	17.79
ReNew Wind Energy (Jadeswar) Private limited	20.00	9.84	17.77	8.02
ReNew Wind Energy (Varekarwadi) Private limited	180.63	23.35	99.13	-
ReNew Wind Energy (MP) Private Limited	29.46	6.56	29.46	4.87
ReNew Wind Energy (AP 3) Private Limited	28.50	8.55	22.62	7.26
ReNew Wind Energy (MP Two) Private Limited	26.91	2.36	20.55	2.31
ReNew Wind Energy (Rajasthan One) Private Limited	104.78	24.98	93.68	22.11
ReNew Wind Energy (Sipla) Private Limited	30.20	36.04	106.04	14.48
ReNew Wind Energy (Jamb) Private Limited	31.77	7.36	31.67	7.63
ReNew Wind Energy (Orissa) Private Limited	-	0.42	-	0.22
ReNew Wind Energy (TN) Private Limited	-	2.92	-	2.53
ReNew Wind energy (Rajasthan 2) Private Limited	-	0.06	-	-
ReNew Wind Energy (AP 2) Private Limited	31.55	11.13	-	2.25
ReNew Wind Energy (Karnataka Two) Private Limited	-	0.10	-	-
ReNew Wind Energy (Vaspet 5) Private Limited	-	0.04	-	-
ReNew Wind Energy (Rajasthan 3) Private Limited	13.57	10.66	184.91	31.86
Narmada Wind Energy Private Limited	50.18	9.80	45.32	3.26
Abaha Wind Energy Developers Private Limited	-	5.00	-	5.16
Helios Infratech Private Limited	1.65	10.72	77.89	1,351.50
Shruti Power Projects Private Limited	(0.00)	2.73	3.16	1.43
Molagavalli Renewable Private Limited	9.31	26.05	-	-
KCT Renewable Energy Private Limited	6.85	8.88	-	-
ReNew Solar Power Private Limited	157.34	15.50	152.80	30.56
ReNew Solar Energy Private Limited	617.69	5.91	594.34	38.02
ReNew Solar Energy (Rajasthan) Private Limited	-	0.87	-	0.88
ReNew Solar Energy (TN) Private Limited	125.81	13.43	70.69	12.83
ReNew Solar Energy (Karnataka) Private Limited	151.83	14.15	137.17	11.92
ReNew Akshay Urja Private Limited	128.36	67.73	356.98	26.62
ReNew Solar Energy (Telangana) Private Limited	184.99	31.51	69.94	4.81
ReNew Saur Urja Private Limited	48.62	16.53	7.66	3.68
ReNew Clean Energy Private limited	30.79	18.21	0.12	7.54
ReNew Wind energy (Vaspet 4) Private Limited Name changed to ReNew Solar Services Private Limited	-	0.04	-	-
ReNew Agni Power Private limited (Formerly known as Bhanu Dhara Kiran Private Limited)	5.23	1.46	0.84	0.53
ReNew Mega Solar Power Private limited (Formerly known as Sun Season Private Limited)	18.84	5.35	23.74	2.63
ReNew Saur Shakti Private limited (Formerly known as Surya Prakash Urja Bhoomi Private Limited)	52.51	22.71	46.50	2.55
ReNew Solar Energy (Jharkhand One) Private Limited	-	2.70	-	1.42
ReNew Power Services Private Limited (Formerly known as ReNew Solar Energy (Jharkhand Two) Private Limited)	-	43.75	-	-
Name of Related Party	**As at 31 March 2018**		**As at 31 March 2017**	
	Trade Receivable and unbilled revenue*	**Recoverable from related parties**	**Trade Receivable and unbilled revenue***	**Recoverable from related parties**

ReNew Solar Energy (Jharkhand Three) Private Limited	-	2.28	-	-
ReNew Solar Energy (Jharkhand Four) Private Limited	-	1.48	-	-
ReNew Solar Energy (Jharkhand Five) Private Limited	-	1.79	-	-
ReNew Solar Energy (Karnataka Two) Private Limited	7.16	2.53	0.38	0.72
ReNew Wind Energy (Karnataka 3) Private Limited	3.82	1.87	0.04	0.55
ReNew Wind Energy (MP Four) Private limited	13.93	5.08	0.30	0.30
ReNew Wind Energy (MP Three) Private limited	15.72	8.75	-	-
ReNew Wind Energy (Rajasthan four) Private limited	14.36	4.72	-	-
ReNew Wind Energy (Maharashtra) Private Limited	15.24	3.38	-	-
ReNew Wind Energy (Karnataka 4) Private Limited	4.01	2.39	0.73	0.51
Bhumi Prakash Private Limited	11.94	6.29	0.06	-
Tarun Kiran Bhoomi Private Limited	3.19	1.28	-	0.04
ReNew Wind Energy (AP Five) Private limited	-	0.08	-	-
Symphony Vyapaar Private Limited	11.08	0.97	7.93	0.27
Lexicon Vanijya Private Limited	11.67	2.87	7.83	0.89
Star Solar Power Private Limited	4.81	1.56	3.52	2.71
Sungold Energy Private Limited	4.58	3.50	3.30	2.70
ReNew Wind energy (Budh 3) Private Limited	29.55	25.42	0.05	10.73
ReNew Wind Energy (TN 2) Private Limited	50.69	48.85	0.21	-
ReNew Distributed Solar Services Private Limited	1.21	0.36	-	-
ReNew Distributed Solar Energy Private Limited	0.46	0.35	-	-
ReNew Distributed Solar Power Private Limited	0.00	0.08	-	-
ReNew Surya Mitra Private Limited	-	0.05	-	-
ReNew Surya Prakash Private Limited	0.44	0.12	0.20	0.01
ReNew Saur Vidyut Private Limited	1.92	1.99	-	-
SunSource Energy Services Private Limited	1.70	0.17	1.05	0.03
ReNew Solar Sun Flame Private Limited	-	0.01	-	-
ReNew Solar Daylight Energy Private Limited	-	0.00	-	-
Zemira Renewable Private Limited	-	885.00	-	-
Pugalur Renewable Private Limited	78.87	23.02	-	-
Bidwal Renewable Private Limited	67.06	19.60	-	-
Total	**3,156.94**	**1,697.87**	**2,952.10**	**1,796.14**

* Includes unbilled revenue of INR Nil (31 March 2017: INR 38.00) and trade receivable of INR 3,156.94 (31 March 2017: INR 2,914.10).

c. Investment made in equity and preference shares in subsidiaries*

Name of Related Party	**31 March 2018**	**31 March 2017**
Investment in Equity Shares		
ReNew Wind Energy (Sipla) Private Limited	-	650.00
ReNew Wind Energy (AP) Private Limited	-	15.50
ReNew Solar Power Private Limited	50.00	1,400.00
ReNew Solar Energy Private Limited	-	12.50
Shruti Power Projects Private Limited	-	196.76
Narmada Wind Energy Private Limited	-	648.00
ReNew Wind Energy (AP 3) Private Limited	278.85	-
Helios Infratech Private Limited	970.00	248.92
Molagavalli Renewable Private Limited	603.00	-
KCT Renewable Energy Private Limited	4,451.97	-
ReNew Solar Energy Private Limited	228.00	-
Kanak Renewables Limited	0.20	-
Rajat Renewables Limited	0.20	-
Pugalur Renewable Private Limited	0.10	-
Bidwal Renewable Private Limited	0.10	-
ReNew Power Services Private Limited	5,697.86	-
ReNew Transmission Ventures Private Limited	0.10	-
ReNew Wind Energy (Karnataka) Private Limited	7.00	-
Zemira Renewable Private Limited	0.50	-
ReNew Power Singapore PTE Limited	0.00	-
Deemed Investment - Share based payment		
ReNew Power Services Private Limited	49.44	-
Investment in Compulsory Convertible Preference Shares		
ReNew Solar Power Private Limited	2,958.00	-
Investment in Redeemable Preference Shares		
ReNew Wind Energy (Shivpur) Private Limited	-	381.00
ReNew Wind Energy (Karnataka) Private Limited	-	855.05
ReNew Solar Power Private Limited	-	2,972.25
ReNew Power Services Private Limited	22,902.14	-
Total	**38,197.46**	**7,379.98**

Sale of investment in subsidiaries to ReNew Solar Power Private Limited during the year ended 31 March 2018

Name of Related Party	**31 March 2018**	**31 March 2017**
ReNew Wind Energy (MP Four) Private Limited	-	(0.10)
ReNew Wind Energy (Karnataka 3) Private Limited	-	(0.10)
ReNew Wind Energy (Karnataka 4) Private Limited	-	(0.10)
ReNew Wind Energy (AP Five) Private Limited	-	(0.10)
ReNew Wind Energy (MP Three) Private Limited	-	(0.10)
ReNew Wind Energy (Rajasthan Four) Private Limited	-	(0.10)
ReNew Wind Energy (Maharashtra) Private Limited	-	(0.10)
ReNew Wind Energy (Budh 3) Private Limited	-	(1.60)
ReNew Wind Energy (TN 2) Private Limited	-	(4.20)
Total	**-**	**(6.50)**

*For balances outstanding as at year end, refer note 6.

d. Share application money paid/converted from unsecured loan to subsidiaries during the year
Transaction during the year

Name of Related party	**31 March 2018**	**31 March 2017**
ReNew Solar Energy Private Limited	163.00	50.00
ReNew Wind Energy (Karnataka) Private Limited	7.00	-
ReNew Wind Energy (AP 2) Private Limited	-	970.00
ReNew Solar Power Private Limited	1,808.00	1,414.80
ReNew Wind Energy (AP 3) Private Limited	278.85	-
Helios Infratech Private Limited	970.00	-
Rajat Renewables Limited	0.10	
Kanak Renewables Limited	0.10	
ReNew Transmission Ventures Private Limited	0.10	
Molagavalli Renewable Private Limited	580.00	-
ReNew Power Services Private Limited	28,649.44	-
Total	**32,456.59**	**2,434.80**

Share application money refunded/converted to unsecured loan by subsidiaries during the year
Transaction during the year

Name of Related Party	**31 March 2018**	**31 March 2017**
ReNew Wind Energy (Karnataka) Private Limited	-	0.16
ReNew Wind Energy (AP 2) Private Limited	970.00	70.00
ReNew Wind Energy (Shivpur) Private Limited	-	117.10
ReNew Solar Power Private Limited	320.00	-
Total	**1,290.00**	**187.26**

Share application money pending allotment
Closing balance

Name of Related Party	**As at 31 March 2018**	**As at 31 March 2017**
ReNew Wind Energy (AP 2) Private Limited	-	970.00
ReNew Solar Energy Private Limited	-	50.00
ReNew Solar Power Private Limited	-	1,520.00
Total	**-**	**2,540.00**

e. Loans taken & repayment thereof and balances outstanding as at the year ended 31-March-2018

Name of Related Party	**for the year 31 March 2018**			**as at 31 March 2018**	
	Loan taken	**Repayment made**	**Interest expense**	**Loan outstanding**	**Interest accrued**
ReNew Clean Energy Private Limited	-	-	-	-	1.04
ReNew Wind Energy (Jadeswar) Private Limited	-	89.88	3.42	-	23.43
ReNew Saur Shakti Private Limited	-	-	-	-	6.89
ReNew Saur Urja Private Limited	930.00	915.00	56.73	15.00	21.06
ReNew Solar Energy (TN) Private Limited	240.00	-	79.15	1,100.00	78.53
ReNew Solar Energy (Jharkhand Five) private Limited	2,042.61	2,042.61	102.71	-	14.99
ReNew Solar Energy (Jharkhand Four) private Limited	2,275.00	2,275.00	98.66	-	17.58
ReNew Solar Energy (Jharkhand One) private Limited	1,590.00	1,590.00	94.19	-	19.10
ReNew Solar Energy (Jharkhand three) private Limited	2,060.00	2,060.00	110.10	-	20.04
ReNew Solar Energy (Karnataka) Private Limited	-	72.72	29.29	317.48	28.15
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	-	-	9.32
ReNew Akshay Urja Limited	354.30	350.00	9.48	4.30	4.23
ReNew Wind Energy (Welturi) Private Limited	-	-	-	-	10.11
Total	**9,491.91**	**9,395.21**	**583.73**	**1,436.78**	**254.47**

Loans taken & repayment thereof and balances outstanding as at the year ended 31-March-2017

Name of Related Party	**for the year 31 March 2017**			**as at 31 March 2017**	
	Loan taken	**Repayment made**	**Interest expense**	**Loan outstanding**	**Interest accrued**
ReNew Clean Energy Private Limited	675.00	675.00	1.15	-	1.04
ReNew Wind Energy (Jadeswar) Private Limited	-	-	7.15	89.38	24.03
ReNew Saur Shakti Private Limited	37.22	37.22	7.66	-	6.89
ReNew Saur Urja Private Limited	4,820.00	4,820.00	-	-	-
ReNew Solar Energy (Karnataka) Private Limited	396.20	6.00	1.99	390.20	1.80
ReNew Solar Energy (TN) Private Limited	860.00	-	8.11	860.00	7.29
ReNew Solar Energy (Jharkhand Five) private Limited	1,020.00	1,020.00	16.66	-	14.99
ReNew Solar Energy (Jharkhand Four) private Limited	1,020.00	1,020.00	19.53	-	17.58
ReNew Solar Energy (Jharkhand One) private Limited	1,340.00	1,340.00	21.23	-	19.11
ReNew Solar Energy (Jharkhand three) private Limited	1,325.00	1,325.00	22.26	-	20.04
ReNew Wind Energy (TN 2) Private Limited	600.00	600.00	5.71	-	5.14
ReNew Wind Energy (Varekarwadi) Private Limited	-	-	-	-	9.32
ReNew Wind Energy (Welturi) Private Limited	-	-	-	-	10.11
Total	**12,093.42**	**10,843.22**	**111.45**	**1,339.58**	**137.34**

f. Loans given & repayment thereof and balances outstanding as at the year ended 31-March-2018

Name of Related Party	**for the year 31 March 2018**			**as at 31 March 2018**	
	Loan given	**Repayment received**	**Interest income**	**Loan outstanding**	**Accrued interest**
ReNew Wind Energy (Rajasthan) Private Limited	137.37	848.17	21.13	-	-
ReNew Wind Energy (Devgarh) Private limited	-	288.00	64.07	689.81	169.49
ReNew Wind Energy (Karnataka) Private limited	-	-	-	0.00	-
ReNew Wind Energy (AP) Private Limited	1,984.65	1,870.00	12.03	114.65	11.99
ReNew Wind Energy (Jath) Limited	-	163.00	8.92	0.36	41.55
ReNew Wind Energy Delhi Private limited	381.88	395.38	14.74	1.50	0.50
ReNew Wind Energy (Shivpur) Private limited	6.00	6.00	-	0.00	-
ReNew Wind Energy (Jadeswar) Private limited	473.00	267.00	16.92	206.00	15.65
ReNew Wind Energy (Varekarwadi) Private limited	434.08	290.00	29.92	640.58	42.45
ReNew Wind Energy (MP) Private Limited	603.73	373.22	24.57	265.24	47.03
ReNew Wind Energy (AP 3) Private Limited	27.30	363.58	14.94	111.45	22.45
ReNew Wind Energy (Rajasthan One) Private Limited	1,087.00	1,162.56	42.79	109.55	91.63
ReNew Wind Energy (Sipla) Private Limited	136.50	-	141.65	1,832.55	171.75
ReNew Wind Energy (Jamb) Private Limited	573.58	116.70	6.39	463.35	25.38
ReNew Wind Energy (Orissa) Private Limited	33.60	-	3.96	60.00	4.50
ReNew Wind Energy (TN) Private Limited	4.70	-	0.15	6.12	0.24
ReNew Wind energy (Rajasthan 2) Private Limited	-	-	0.40	5.02	1.21
ReNew Wind Energy (AP 2) Private Limited	653.58	23.00	2.88	655.29	2.78
ReNew Wind Energy (Karnataka Two) Private Limited	-	-	0.36	4.51	0.86
ReNew Wind Energy (Vaspet 5) Private Limited	-	-	0.27	3.38	0.86
ReNew Wind Energy (Jath Three) Private Limited	-	-	0.40	4.95	1.40
ReNew Wind Energy (AP 4) Private Limited	2.00	-	1.12	14.60	2.46
ReNew Wind Energy (MP One) Private Limited	-	-	4.99	62.38	13.32
ReNew Wind Energy (Karnataka Five) Private Limited	1.20	-	3.80	48.69	8.05
Name of Related Party	**for the year 31 March 2018**			**as at 31 March 2018**	
	Loan given	**Repayment received**	**Interest income**	**Loan outstanding**	**Accrued interest**
ReNew Wind Energy (Rajasthan 3) Private Limited	-	289.40	5.65	7.94	43.50
Narmada Wind Energy Private Limited	672.34	820.00	49.91	225.78	87.15
Abaha Wind Energy Developers Private Limited	2.00	-	0.54	8.71	3.54

Helios Infratech Private Limited	773.77	120.00	54.86	1,160.98	51.81
Shruti Power Projects Private Limited	4,759.70	770.26	23.91	4,013.12	21.10
Molagavalli Renewable Private Limited	582.91	200.00	31.54	382.91	29.25
KCT Renewable Energy Private Limited	328.28	70.00	4.97	258.28	4.47
ReNew Solar Power Private Limited	10,480.17	4,924.51	411.07	7,472.92	423.98
ReNew Solar Energy Private Limited	6,586.00	5,934.28	183.25	2,491.34	199.40
ReNew Solar Energy (TN) Private Limited	-	0.32	-	-	-
ReNew Solar Energy (Telangana) Private Limited	-	6.50	-	-	0.59
ReNew Saur Urja Private Limited	-	61.82	2.13	-	4.62
ReNew Clean Energy Private limited	-	5.00	-	-	6.59
ReNew Wind energy (Vaspet 4) Private Limited Name changed to ReNew Solar Services Private Limited	-	2.30	0.15	-	-
ReNew Power Services Private Limited (Formerly known as ReNew Solar Energy (Jharkhand Two) Private Limited)	2,710.00	115.32	39.59	2,594.68	35.63
ReNew Wind Energy (Karnataka 3) Private Limited	-	27.70	0.55	-	6.58
ReNew Wind Energy (MP Four) Private limited	-	-	-	-	0.00
ReNew Wind Energy (MP Three) Private limited	-	-	0.01	0.10	0.01
ReNew Wind Energy (Rajasthan four) Private limited	-	-	0.01	0.10	0.01
ReNew Wind Energy (Maharashtra) Private Limited	-	-	-	-	0.29
ReNew Wind Energy (Karnataka 4) Private Limited	-	-	0.02	0.30	0.04
Bhumi Prakash Private Limited	-	-	-	-	0.00
ReNew Wind energy (Budh 3) Private Limited	-	5.22	0.10	-	0.70
ReNew Wind Energy (TN 2) Private Limited	-	-	-	-	0.28
Kanak Renewables Limited	3.23	-	0.01	3.23	0.01
Rajat Renewables Limited	103.11	-	0.52	103.11	0.47
Pugalur Renewable Private Limited	235.53	-	0.93	235.53	0.84
Bidwal Renewable Private Limited	60.11	-	0.15	60.11	0.13
Total	**33,837.32**	**19,519.24**	**1,226.30**	**24,319.10**	**1,596.54**

Loans given & repayment thereof and balances outstanding as at the year ended 31-March-2017

Name of Related Party	**for the year 31 March 2017**			**as at 31 March 2017**	
	Loan given	**Repayment received**	**Interest income**	**Loan outstanding**	**Accrued interest**
ReNew Wind Energy (Rajasthan) Private Limited	500.75	60.00	40.11	710.79	78.72
ReNew Wind Energy (Welturi) Private limited	26.81	519.29	35.48	-	87.50
ReNew Wind Energy (Devgarh) Private limited	283.50	59.69	66.01	977.82	110.05
ReNew Wind Energy (Karnataka) Private limited	57.69	57.69	0.36	0.00	0.32
ReNew Wind Energy (AP) Private Limited	-	-	-	-	1.16
ReNew Wind Energy (Rajkot) Private Limited	90.97	212.80	5.59	-	11.15
ReNew Wind Energy (Jath) Limited	163.36	62.36	8.51	163.36	33.43
ReNew Wind Energy Delhi Private limited	15.00	-	0.87	15.00	1.40
ReNew Wind Energy (Shivpur) Private limited	2,962.56	3,059.36	41.17	0.00	36.19
ReNew Wind Energy (Varekarwadi) Private limited	541.10	620.60	12.42	496.50	14.41
ReNew Wind Energy (MP) Private Limited	1.00	215.40	14.27	34.74	44.70
ReNew Wind Energy (AP 3) Private Limited	686.13	291.85	9.59	447.73	8.95
ReNew Wind Energy (MP Two) Private Limited	541.91	643.53	6.05	-	5.74
ReNew Wind Energy (Rajasthan One) Private Limited	215.16	168.70	10.54	185.10	52.77
ReNew Wind Energy (Sipla) Private Limited	1,689.44	-	45.16	1,696.05	41.04
ReNew Wind Energy (Jamb) Private Limited	-	-	0.52	6.47	19.63
ReNew Wind Energy (Orissa) Private Limited	23.50	-	0.65	26.40	1.01
ReNew Wind energy (TN) Private Limited	1.00	-	0.06	1.42	0.11
ReNew Wind energy (Rajasthan 2) Private Limited	1.02	-	0.35	5.02	0.85
ReNew Wind Energy (AP 2) Private Limited	24.00	-	0.05	24.72	0.20
ReNew Wind Energy (Karnataka Two) Private Limited	1.50	-	0.29	4.51	0.54
ReNew Wind Energy (Vaspet 5) Private Limited	0.60	-	0.25	3.38	0.62
ReNew Wind Energy (Jath Three) Private Limited	-	-	0.40	4.95	1.04
ReNew Wind Energy (AP 4) Private Limited	1.00	-	0.96	12.60	1.46
ReNew Wind Energy (MP One) Private Limited	1.70	-	4.93	62.38	8.83
ReNew Wind Energy (Karnataka Five) Private Limited	6.61	-	3.52	47.49	4.62
ReNew Wind Energy (Rajasthan 3) Private Limited	282.65	-	13.58	297.34	38.69
Narmada Wind Energy Private Limited	1,400.54	1,027.31	46.39	373.44	41.77
Abaha Wind Energy Developers Private Limited	51.53	50.00	2.67	6.71	3.25
Helios Infratech Private Limited	810.80	303.60	1.46	507.20	1.55
Shruti Power Projects Private Limited	23.68	-	0.85	23.68	0.77
ReNew Solar Power Private Limited	3,438.42	1,541.56	23.79	1,917.26	42.71
ReNew Solar Energy Private Limited	2,757.07	917.45	34.24	1,839.62	31.00
ReNew Solar Energy (TN) Private Limited	0.32	-	-	0.32	0.01
ReNew Solar Energy (Telangana) Private Limited	-	-	0.52	6.50	0.59
ReNew Saur Urja Private Limited	15.00	-	3.75	61.82	3.54
ReNew Clean Energy Private limited	30.00	74.00	5.74	5.00	6.59
ReNew Wind energy (Vaspet 4) Private Limited Name changed to ReNew Solar Services Private Limited	-	-	0.18	2.30	0.45
ReNew Wind Energy (Karnataka 3) Private Limited	-	-	2.22	27.70	6.58
ReNew Wind Energy (MP Four) Private limited	0.10	0.10	0.00	-	0.00
ReNew Wind Energy (MP Three) Private limited	0.20	0.10	0.01	0.10	0.01
ReNew Wind Energy (Rajasthan four) Private limited	0.10	-	0.01	0.10	0.01
ReNew Wind Energy (Maharashtra) Private Limited	-	1.70	0.07	-	0.29
ReNew Wind Energy (Karnataka 4) Private Limited	0.30	-	0.02	0.30	0.02
Bhumi Prakash Private Limited	0.60	0.60	0.00	-	0.00
ReNew Wind energy (Budh 3) Private Limited	-	-	0.42	5.21	0.70
ReNew Wind Energy (TN 2) Private Limited	3.80	6.20	0.09	-	0.28
Total	**16,654.92**	**9,894.59**	**444.50**	**10,001.02**	**745.25**

g. Transactions and balances with enterprises owned or significantly influenced by key management personnel or their relatives

Transactions during the year	**Cognisa Investment**	
Particulars	**31 March 2018**	**31 March 2017**
Interest on compulsorily convertible debentures	-	0.00

h. Transactions and balances with subsidiaries on interest on loan (redeemable non cumulative preference shares)

Name of Related party	**31 March 2018**		**31 March 2017**	
	Interest income	**Loan outstanding**	**Interest income**	**Loan outstanding**
ReNew Wind Energy (Karnataka) Private Limited	47.98	442.11	39.04	394.15
ReNew Wind Energy (Orissa) Private Limited	4.99	45.04	4.44	40.05
ReNew Wind Energy (Jamb) Private Limited	11.82	106.97	10.54	95.15
ReNew Wind Energy (MP) Private Limited	3.79	34.24	3.37	30.45
ReNew Wind Energy (Varekarwadi) Private Limited	4.76	42.99	4.24	38.22
ReNew Wind Energy (Rajasthan) Private Limited	25.93	234.50	23.12	208.57
ReNew Wind Energy (Devgarh) Private Limited	5.09	45.94	4.53	40.85
ReNew Power Services Private Limited	-	22,902.14	-	-
Total	**104.36**	**23,853.93**	**89.27**	**847.44**

i. Remuneration to key managerial personnel (KMPs):

	31 March 2018	**31 March 2017**
Mr. Sumant Sinha	415.24	388.03
Mr. Ravi Seth	49.95	-
Mr. Parag Sharma	47.45	-
Mr. Balram Mehta	43.98	-
Mr. Ashish Jain	5.11	-

Above remuneration includes share based payment of INR 397.96 (31 March 2017: INR 294.75) and gratuity and leave encashment expense of INR 14.59 (31 March 2017: INR 3.28).

Remuneration to the other key managerial personnel is paid by the ReNew Power Service Private Limited, subsidiary company and is allocated between the respective subsidiary companies as management shared services and is not separately identifiable.

j. The Company's credit facilities have been used by its subsidiaries for the purpose of issuing bank guarantees/letter of credits.

k. The Company has pledged the certain securities held in subsidiary companies with Banks and Financial institutions as security for financial facilities obtained by subsidiary companies.

l. The Company has given corporate guarantee against loan taken by various subsidiaries. The details are as follows.

Name of Company	**31 March 2018**	**31 March 2017**
ReNew Wind Energy (Rajasthan) Private Limited	2,258.76	1,468.39
ReNew Wind Energy (Welturi) Private Limited	1,490.00	1,490.00
ReNew Wind Energy (Devgarh) Private Limited	2,184.24	2,346.34
ReNew Wind Energy (Karnataka) Private Limited	6,510.00	6,510.00
ReNew Wind Energy (AP) Private Limited	719.30	2,896.42
ReNew Wind Energy (Rajkot) Private Limited	3,690.00	4,063.34
ReNew Wind Energy (Jath) Limited	-	4,310.00
ReNew Wind Energy Delhi Private Limited	1,326.50	1,182.17
ReNew Wind Energy (Shivpur) Private Limited	10,910.00	10,910.00
ReNew Wind Energy (Jadeswar) Private Limited	-	469.52
ReNew Wind Energy (Varekarwadi) Private Limited	-	2,405.00
ReNew Wind Energy (AP 3) Private Limited	1,865.56	1,085.00
ReNew Wind Energy (MP Two) Private Limited	1,670.00	1,670.00
ReNew Wind Energy (Rajasthan One) Private Limited	5,690.64	2,841.57
ReNew Wind Energy (Sipla) Private Limited	6,865.62	2,100.00
ReNew Wind Energy (Rajasthan 3) Private Limited	5,246.55	5,395.45
Narmada Wind Energy Private Limited	5,601.78	2,200.00
Helios Infratech Private Limited	5,318.18	1,350.00
Shruti Power Private Limited	505.70	362.66
Molagavalli ReNewable Private Limited	2,612.90	1,350.00
KCT Renewable Energy Private Limited	8,040.00	-
ReNew Solar Power Private Limited	3,000.00	3,000.00
ReNew Solar Energy Private Limited	-	36.21
ReNew Solar Energy (TN) Private Limited	3,400.00	3,400.00
ReNew Solar Energy (Karnataka) Private Limited	4,130.00	4,274.11
ReNew Akshay Urja Limited	2,465.10	6,715.01
ReNew Solar Energy (Telangana) Private Limited	2,775.26	6,672.60
ReNew Saur Urja Private Limited	1,365.36	2,399.91
ReNew Agni Power Private Limited	630.26	675.66
ReNew Mega Solar Power Private Limited	1,651.01	955.96
ReNew Saur Shakti Private Limited	3,500.01	2,647.37
ReNew Solar Energy (Karnataka Two) Private Limited	-	1,863.56
ReNew Wind Energy (Karnataka 3) Private Limited	388.62	860.51
ReNew Wind Energy (MP Four) Private Limited	381.93	308.19
ReNew Wind Energy (MP Three) Private Limited	812.00	-
ReNew Wind Energy (Maharashtra) Private Limited	944.62	-
ReNew Wind Energy (Karnataka 4) Private Limited	389.99	892.06
Bhumi Prakash Private Limited	430.49	-
Tarun Kiran Bhoomi Private Limited	345.30	853.11
Symphony Vyapaar Private Limited	-	702.74
Lexicon Vanijya Private Limited	-	717.25
Star Solar Power Private Limited	-	306.06
Sungold Energy Private Limited	-	306.70
ReNew Wind Energy (Budh 3) Private Limited	230.00	-
ReNew Wind Energy (TN 2) Private Limited	4,225.90	-
ReNew Distributed Solar Services Private Limited	41.72	-
ReNew Saur Vidyut Private Limited	144.50	-
SunSource Energy Services Private Limited	142.50	-
Total	**103,900.30**	**93,992.87**

33 Share Based Payment

The Company has four share-based payment schemes for its employees:
2017 Stock Option Plan, 2016 Stock Option Plan, 2014 Stock Option Plan and 2011 Stock Option Plan ('Group Stock Option Plans') approved by the board. According to the ESOP schemes, the employee selected by the compensation committee from time to time will be entitled to options as per grant letter issued by the committee, subject to satisfaction of prescribed vesting conditions.

Plans	Group Stock Option Plans
Grant Date	Multiple
Vesting period	**2017 Stock Option Plan** **Time linked vesting:** i) 50 % of grants will vest in 5 years on quarterly basis which shall commence one year after the date of grant of options ii) Remaining 50% will vest at the end of 5 years from the date of grant. **2016 Stock Option Plan** **Time linked vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option **Performance linked vesting:** The Options shall vest annually and shall be prorated over a period of 3 years from the date of Grant and shall be subject to the threshold EBIDTA achieved by the Company for the last completed financial year. **2014 Stock Option Plan** **Time linked vesting:** 5 years on quarterly basis which shall commence one year after the date of grant of option **2011 Stock Option Plan** **Time linked vesting:** 5 years from the grant date
Exercise period	Within 10 years from date of grant upon vesting
Exercise price	INR 100 to Rs 340
Settlement type	Equity settled

The details of options outstanding under the ESOP schemes are summarized below:

Particulars	No of options (in million)	
	2017-18	2016-17
Outstanding at the beginning of the year	11.17	16.71
Granted during the year*	10.13	5.33
Forfeited during the year	0.10	0.02
Repurchase during the year	0.04	-
Exercised during the year	0.03	10.84
Outstanding at the end of the year	21.14	11.17
Exercisable at the end of the year	17.53	4.26

- The weighted average exercise price of these options outstanding was INR 246.00 as on 31 March 2018 (31 March 2017: INR 159.98).
- The weighted average exercise price of these options granted during the year was INR 340.00 for the period ended 31 March 2018 (31 March 2017: INR 205.00)
- The weighted average exercise price of these options exercised during the period was INR 100.00 for the period ended 31 March 2018 (31 March 2017 128.18).
- The weighted average exercise price of these options forfeited/repurchased during the period was INR 226.00 for the period ended 31 March 2018 (31 March 2017 129.00).

Particulars	2017-18 *	2016-2017
Dividend yield (%)	1.5%	2%
Expected volatility (%)	15%	34%
Risk–free interest rate (%)	6.64% - 6.96%	6.90% - 8.53%
Weighted average remaining contractual life	7.85 years	6.87 years

The fair value of share options granted is estimated at the date of grant using black-scholes simulation model, taking into account the terms and conditions upon which the share options were granted.

* Based on Category I Merchant Banker report

34 Segment Information

The Chairmain and Managing Director of the Company takes decision in respect of allocation of resources and assesses the performance basis the reports/ information provided by functional heads and is thus considered to be Chief Operating Decision Maker.

The Company is in the business of development and operation of wind and solar power plant (refer note 1). Considering the nature of company's business and operations, there are no separate reportable segments (business and/ or geographical) in accordance with the requirements of Ind AS 108 'Operating segment' and hence, there are no additional disclosures to be provided other than those already provided in the financial statements.

The Revenues from three major customers (31 March 2017: two customers) under wind segment amounts to INR 2,471.69 (31 March 2017: INR 1,749.93) each of which contributes more than 10% of the total revenue of the Company.

35 Fair values

Set out below, is a comparison by class of the carrying amounts and fair value of the financial instruments of the Company, other than those with carrying amounts that are reasonable approximations of fair values:

	31 March 2018		**31 March 2017**	
	Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets				
Investments-non current, unquoted debt securities	3,936.92	3,936.92	-	-
Loans-non current	1,005.94	1,005.94	862.43	862.43
Bank deposits with remaining maturity for more than twelve months	2,263.22	2,263.22	30.02	30.02
Share application money pending allotment	-	-	2,540.00	2,540.00
Investments-current, quoted mutual funds	1,005.71	1,005.71	-	-
Trade receivables	3,295.77	3,295.77	3,394.65	3,394.65
Cash and cash equivalent	1,466.96	1,466.96	9,312.54	9,312.54
Bank balances other than cash and cash equivalent	1,099.29	1,099.29	1,937.56	1,937.56
Loans-current	47,251.52	47,251.52	10,001.02	10,001.02
Other current financial assets	4,294.65	4,294.65	2,842.90	2,842.90
	65,619.97			
Financial liabilities				
Non Convertible Debentures	28,146.25	28,146.25	13,704.96	13,704.96
Term loan in Indian rupees from bank	13,858.61	13,858.61	-	-
Term loan in Indian rupees from financial institutions	-	-	31.28	31.28
Short-term borrowings	7,617.89	7,617.89	5,001.66	5,001.66
Trade payables	1,004.35	1,004.35	1,059.64	1,059.64
Other current financial liabilities	1,481.92	1,481.92	2,411.42	2,411.42

The management of the Company assessed that current investments, cash and cash equivalents, trade receivables, trade payables, short term borrowings, other current financials liabilities and other current financial assets approximate their carrying amounts largely due to the short-term maturities of these instruments.

The financial assets above do not include investments in subsidiaries which are measured at cost in accordance with Ind AS 101, Ind AS 27 and Ind AS 28

The following methods and assumptions were used to estimate the fair values:

The fair values of the Company's non-convertible debentures, term loans from banks and financial institutions including current maturities are determined by using Discounted Cash Flow (DCF) method using discount rate that reflects the issuer's borrowing rate as at the end of the reporting period. The own non-performance risk as at 31 March 2018 was assessed to be insignificant.

36 Fair value hierarchy

The Company categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:
i) Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
ii) Level 2 - Inputs are inputs that are observable, either directly or indirectly, other than quoted prices included within level 1 for the asset or liability.
iii) Level 3 - Inputs are unobservable inputs for the asset or liability reflecting significant modifications to observable related market data or Company's assumptions about pricing by market participants.

The following table provides the fair value measurement hierarchy of the assets and liabilities of the Company :-

Quantitative disclosures fair value measurement hierarchy for assets/liabilities as at year end:

	Level of fair value measurement	**31 March 2018**		**31 March 2017**	
		Carrying value	**Fair value**	**Carrying value**	**Fair value**
Financial assets measured at fair value					
Investments - Current, quoted mutual funds	Level 1	1,005.71	1,005.71	-	-
Financial assets not measured at fair value					
1. Measured at amortised cost					
Financial Assets (Non current): Loans					
Investments, unquoted debt securities	Level 2	3,936.92	3,936.92	-	-
Loans	Level 2	1,005.94	1,005.94	862.43	862.43
Total		**4,942.86**	**4,942.86**	**862.43**	**862.43**
Financial Assets (Non current): Others					
Bank deposits with remaining maturity for more than twelve months	Level 2	2,263.22	2,263.22	30.02	30.02
Share application money pending allotment	Level 2	-	-	2,540.00	2,540.00
Total		**2,263.22**	**2,263.22**	**2,570.02**	**2,570.02**
Financial Assets (Current): Others					
Loans	Level 2	47,251.52	47,251.52	10,001.02	10,001.02
Other current financials assets	Level 2	4,294.65	4,294.65	2,842.90	2,842.90
Total		**51,546.17**	**51,546.17**	**12,843.92**	**12,843.92**
Trade receivables	Level 2	3,295.77	3,295.77	3,394.65	3,394.65
Cash and bank balances					
Cash and cash equivalent	Level 2	1,466.96	1,466.96	9,312.54	9,312.54
Bank balances other than cash and cash equivalent	Level 2	1,099.29	1,099.29	1,937.56	1,937.56
Total		**2,566.25**	**2,566.25**	**11,250.10**	**11,250.10**
Financial liabilities not measured at fair value					
1. Measured at amortised cost					
Long-term borrowings					
Non Convertible Debentures	Level 2	28,146.25	28,146.25	13,704.96	13,704.96
Term loan in Indian rupees from banks	Level 2	13,858.61	13,858.61	-	-
Term loan in Indian rupees from financial institution	Level 2	-	-	31.28	31.28
Total		**42,004.86**	**42,004.86**	**13,736.24**	**13,736.24**
Short-term borrowings	Level 2	7,617.89	7,617.89	5,001.66	5,001.66
Trade payables	Level 2	1,004.35	1,004.35	1,059.64	1,059.64
Financial liabilities (Current): Others					
Current maturities of long term borrowings	Level 2	21.74	21.74	1.87	1.87
Interest accrued but not due on borrowings	Level 2	255.29	255.29	180.03	180.03
Capital creditors	Level 2	565.49	565.49	1,750.57	1,750.57
Purchase consideration payable	Level 2	332.30	332.30	258.27	258.27
Share application money received and due for refund		-	-	2.20	2.20
Total		**1,481.92**	**1,481.92**	**2,192.94**	**2,192.94**

Particulars	**Fair value hierarchy**	**Valuation technique**	**Inputs used**
Financial assets measured at fair value			
Investments	Level 1	Quoted price	Quoted market price of mutual funds
Financial assets not measured at fair value			
Security deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loan to subsidiaries - redeemable non cumulative preference shares	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank deposits with remaining maturity for more than twelve months	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Share application money pending allotment	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade receivables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Bank balances other than cash and cash equivalent	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Recoverable from related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Loans to related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Unbilled revenue	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on fixed deposits	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued on loans to related parties	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Financial liabilities not measured at fair value			
Non Convertible Debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from banks	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Term loan in Indian rupees from financial institution	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Short-term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Trade payables	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Interest accrued but not due on debentures	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Capital creditors	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Purchase consideration payable	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Share application money received and due for refund	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows
Current maturities of long term borrowings	Level 2	Discounted cash flow	Prevailing interest rates in the market, Future cash flows

37 Financial Risk Management objectives and policies

"The Company's principal financial liabilities comprise loans and borrowings, trade and other payables.
The main purpose of these financial liabilities is to finance the Company's operations and to support its operations. The Company's financial assets include loans, trade and other receivables, and cash & cash equivalents that derive directly from its operations.

The Company is exposed to market risk, credit risk and liquidity risk. The Company's senior management oversees the management of these risks. The Company's senior management is supported by a various sub committees that advises on financial risks and the appropriate financial risk governance framework for the Company. These committees provides assurance to the Company's senior management that the Company's financial risk activities are governed by appropriate policies and procedure and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each risk, which are summarised as below.

Market Risk

Market risk is the risk that the Company's assets and liabilities will be exposed to due to a change in market prices that determine the valuation of these financial instruments. Market risk comprises 3 types of risk: interest rate risk, currency risk and other price risk such as equity price risk and commodity risk. Financial instruments affected by market risk include loans and borrowings and deposits..

The sensitivity analyses in the following sections relate to the position as at 31 March 2018. The sensitivity analyses have been prepared on the basis that the amount of net debt and the ratio of fixed to floating interest rates of the debt are all constant as at 31 March 2018.

Interest rate Risk:

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk primarily from the external borrowings that are used to finance their operations. The Company also monitors the changes in interest rates and actively re finances its debt obligations to achieve an optimal interest rate exposure.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonable possible change in interest rates on financial liabilities, i.e. floating interest rate of borrowings in INR. With all other variables held constant, the Company's profit before tax is affected through the impact on loans and borrowings, as follows:

	31 March 2018		31 March 2017	
	Increase/decrease in basis points	**Effect on profit before tax**	**Increase/decrease in basis points**	**Effect on profit before tax**
INR	+/(-)50	(-)/+ 4.60	+/(-)50	(-)/+ 7.00
	Increase/decrease in basis points	**Effect on equity**	**Increase/decrease in basis points**	**Effect on equity**
INR	+/(-)50	(-)/+ 3.16	+/(-)50	(-)/+ 4.84

Interest rate sensitivity has been disclosed for borrowings with floating rate of interest, for borrowings with fixed rate of interest, sensitivity disclosure has not been given

Foreign Currency Risk:

Foreign Currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Company does not have any foreign currency exposures as on 31 March 2018. In case of foreign currency exposures, the Company monitors that the hedges do not exceed the underlying foreign currency exposure. The Company does not undertake any speculative transactions.

Credit Risk

Credit risk is the risk that the power procurer will not meet their obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk from their operating activities (primarily trade receivables) but this credit risk exposure is insignificant given the fact that substantially whole of the revenues are from state utilities/government entities.

Further the Company sought to reduce counterparty credit risk under long-term contracts in part by entering into power sales contracts with utilities or other customers of strong credit quality and we monitor their credit quality on an on going basis.
The maximum credit exposure to credit risk for the components of the balance sheet at 31 March 2018 and 31 March 2017 is the carrying amount of all the financial assets.

Trade Receivables

Customer credit risk is managed basis established policies of Company, procedures and controls relating to customer credit risk management. Outstanding customer receivables are regularly monitored. The Company does not hold collateral as security.

The Company has state utilities/government entities as it's customers with high credit worthiness, therefore, the Company does not see any risk related to credit. The credit quality of the customers other than state utilities/government entities is evaluated based on their credit ratings and other publicly available data.

Financial instruments and credit risk

Credit risk from balances with banks is managed by group's treasury department. Investments, in the form of fixed deposits, of surplus funds are made only with banks and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed on an annual basis by the Company, and may be updated throughout the year subject to approval of group's finance committee. The limits are set to minimize the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity Risk

Liquidity risk is the risk that the Company will encounter in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The approach of the Company to manage liquidity is to ensure , as far as possible, that these will have sufficient liquidity to meet their respective liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risk damage to their reputation.

The Company assessed the concentration of risk with respect to refinancing its debt and concluded it to be low. The Company has access to a sufficient variety of sources of funding and debt maturing within 12 months can be rolled over with existing lenders.

The Company rely mainly on long-term debt obligations to fund their construction activities. To the extent available at acceptable terms, utilized non-recourse debt to fund a significant portion of the capital expenditures and investments required to construct and acquire our wind and solar power plants and related assets. The Company's non-recourse financing is designed to limit default risk and is a combination of fixed and variable interest rate instruments. In addition, the debt is typically denominated in the currency that matches the currency of the revenue expected to be generated from the benefiting project, thereby reducing currency risk. The majority of non-recourse debt is funded by banks and financial institutions, with debt capacity supplemented by unsecured loan from

The table below summarizes the maturity profile of financial liabilities of Company based on contractual undiscounted payments:

Year ended 31 March 2018	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings						
Term loan from Banks *	-	-	-	16,377.75	-	16,377.75
Unlisted redeemable, non cumulative and non convertible debentures *	-			30,350.87	5,384.74	35,735.61
Short term borrowings						
Loans from related party	1,436.78	-	-	-	-	1,436.78
Acceptances	-	-	-	-	-	-
Working capital demand loans	-	-	2,980.00	-	-	2,980.00
Commercial papers	-	3,201.11	-	-	-	3,201.11
Other financial liabilities						
Current maturities of long term borrowings *	-	941.28	2,987.07	-	-	3,928.54
Interest accrued but not due on borrowings	-	255.29	-	-	-	255.29
Interest accrued but not due on debentures	-	186.96	120.15	-	-	307.10
Capital Creditors	-	565.49	-	-	-	565.49
Purchase consideration payable	332.30	-	-	-	-	332.30
Trade payables						
Trades payables	622.33	382.02	-	-	-	1,004.35
Total	**2,391.41**	**5,532.15**	**6,087.22**	**46,728.62**	**5,384.74**	**66,124.32**

* including future interest payments till maturity

The Company expect liabilities with current maturities to be repaid from net cash provided by operating activities of the entity to which the debt relates or through opportunistic refinancing activity or some combination thereof.

Year ended 31 March 2017	On demand	Less than 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Borrowings						
Term loan from Banks and financial institutions *	-	-	-	24.64	31.49	56.13
Unlisted redeemable, non cumulative and non convertible debentures *	-	-	-	16,271.88	1,993.00	18,264.88
Short term borrowings						
Loans from related party	1,339.58	-	-	-	-	1,339.58
Acceptances	-	3,661.58	-	-	-	3,661.58
Working capital demand loan	-	-	-	-	-	-
Commercial papers	-	-	-	-	-	-
Other financial liabilities						
Current maturities of long term borrowings *	-	395.20	1,176.20	-	-	1,570.40
Interest accrued but not due on borrowings	136.74	43.29	-	-	-	180.03
Interest accrued but not due on debentures	-	103.00	115.47	-	-	218.47
Capital Creditors	-	1,750.27	-	-	-	1,750.27
Share application money pending allotment	-	2.20	-	-	-	2.20
Purchase consideration payable		258.27	-	-	-	258.27
Trades payables						
Trades payables	753.22	306.42	-	-	-	1,059.64
Total	**2,229.55**	**6,520.23**	**1,291.67**	**16,296.52**	**2,024.49**	**28,361.45**

* including future interest payments till maturity

38 Capital management

For the purpose of the capital management, capital includes issued equity capital, compulsory convertible debentures, share premium and all other equity reserves attributable to the equity holders of the Company. The primary objective of the Company's management is to maximise the shareholder value.

The Company manage their capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants.

To maintain or adjust the capital structure, the Company may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Company monitor capital using a gearing ratio, which is net debt divided by total capital plus net debt. The Company includes within net debt, interest bearing loans and borrowings, other payables, less cash and short-term deposits.

The policy of the Company is to keep the gearing ratio of the power project to 3:1 during the construction phase and aim to enhance it to 4:1 post the construction phase. This is in line with the the industry standard ratios. The current gearing ratios for the various projects in the Company is between 3:1 to 4:1.

In order to achieve this overall objective, the capital management of the Company, amongst other things, aims to ensure that they meet financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the current period.

No changes were made in the objectives, policies or processes for managing capital during the year ended 31 March 2018.

39 Commitments Liabilities and Contingencies
(to the extent not provided for)

(i) Contingent liabilities
At 31 March 2018, the Company has contingent liabilities of INR Nil (31 March 2017: Nil)

(ii) Commitments:
Estimated amount of contracts remaining to be executed on capital account and not provided for
At 31 March 2018, the Company has capital commitment (net of advances) pertaining to commissioning of wind energy projects of INR 14,239.72 (31 March 2017: 1,222.39).

40 Details of dues to Micro, Small and Medium Enterprises as defined under the MSMED Act, 2006

Under the Micro, Small and Medium Enterprises Development Act, 2006, (MSMED) which came into force from 2 October 2006, certain disclosure are required to be made relating to Micro, Small and Medium Enterprises. On the basis of the information and records available with the management, there are no outstanding dues to the Micro, Small and Medium Enterprises development Act, 2006.

Particulars	As at 31 March 2018	As at 31 March 2017
The principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year/period	Nil	Nil
The amount of interest paid by the buyer in terms of section 16, of the Micro Small and Medium Enterprise Development Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year/period	Nil	Nil
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year/period) but without adding the interest specified under Micro Small and Medium Enterprise Development Act, 2006.	Nil	Nil
The amount of interest accrued and remaining unpaid at the end of each accounting year/period; and	Nil	Nil
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the Micro Small and Medium Enterprise Development Act, 2006	Nil	Nil

41 During the year, the Company has reached settlement with certain suppliers/contractors for compensation for loss of revenue on account of delay commissioning of Sadla project. Resultantly, an amount of INR 254.84 (31 March 2017: INR Nil) towards liquidated damages (LDs) has been recognised in the statement of profit & loss.

Since, the said LDs are directly linked to delay in creating profit making apparatus, the same has been considered as capital receipt and thus has not been included in Book Profit under section 115JB of the Income Tax Act, 1961.

42 Corporate social responsibility expenditure

(a) Gross amount required to be spent by the Company during the year is INR 8.21 (31March 2017: INR 5.31).
(b) Amount spent during the year on:

List of CSR activities	In Cash	Yet to be paid	Total
Construction / Acquisition of any asset	nil	nil	nil
Activities relating to:			
Current year	12.97	2.69	15.66
Previous year	(4.12)	(2.87)	(6.99)
1) Sanitation & making available safe drinking water- Construction of toilets, Bore-well, well, Tube-well etc. 2) Empowering women through SHGs (self-help group) and creating income generation activities for the women like stitching and tailoring, goatery, backyard poultry etc.) 3) Ensuring environmental sustainability- animal welfare Plantation, environment awareness, 4) Animal Welfare-Animal health camp, Para –vet training 5) Education awareness, Remedial classes for weak students etc. 6) Health and Hygiene- Health camps in the community, cleanliness drive to create awareness.			

43 Significant accounting judgments, estimates and assumptions

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

In the process of applying the accounting policies management has made certain judgements, estimates and assumptions. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based their assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur.

a) Accounting judgements

Taxes

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgment is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies.

The Company makes various assumptions and estimates while computing deferred taxes which include production related data (PLFs), projected operations and maintenance costs, projected finance costs, proposed availment of deduction under section 80IA of the Income Tax Act, 1961 and the period over which such deduction shall be availed, usage of brought forward losses etc. While these assumptions are based on best available facts in the knowledge of management as on the balance sheet date however, they are subject to change year on year depending on the actual tax laws and other variables in the respective year. Given that the actual assumptions which would be used to file the return of income shall depend upon the tax laws prevailing in respective year, management shall continue to reassess these assumptions while calculating the deferred taxes on each balance sheet date and the impact due to such change, if any, is considered in the respective year.

Accounting adjustment to ‘other equity’ on account of equity component of compound financial instruments with regard to compulsorily convertible debentures, have not been considered as part of the transition amount and interest income on loan to subsidiaries – redeemable preference shares has not been considered as part of book profits for the purpose of computation of MAT under section 115JB of the Income Tax Act, 1961 since these instruments are capital in nature and the interest income is notional in nature. The Company has considered advise by their legal counsel in this judgement

Depreciation on property, plant and equipment

Depreciation on property, plant and equipment is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. Considering the applicability of Schedule II of Companies Act, 2013, the management has re-estimated useful lives and residual values of all its property, plant and equipment. The management believes that depreciation rates currently used fairly reflect its estimate of the useful lives and residual values of property, plant and equipment, though these rates in certain cases are different from lives prescribed under Schedule II of the Companies Act, 2013.

Basis legal opinion obtained, management is of the view that application of CERC and/or SERC rates for the purpose of accounting for depreciation expenses is not mandatory. Hence, Company is depreciating the assets bases on life as determined by an expert.

b) Estimates and assumptions

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

Assumptions include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments. See note 37 and 38 for further disclosures.

44 Absolute amounts less than INR 5,000 are appearing in the financial statements as "0.00" due to presentation in millions.

As per our report of even date
For S.R. Batliboi & Co. LLP
ICAI Firm Registration No.: 301003E/E300005
Chartered Accountants

per Amit Chugh
Partner
Membership No.: 505224
Place: Gurugram
Date: 16 July 2018

For and on behalf of the
ReNew Power Limited (formerly known as ReNew Power Private Limited and ReNew Power Ventures Private Limited)

(Sumant Sinha)
Chairman and Managing Director
DIN- 00972012
Place: Gurugram
Date: 16 July 2018

(Arun Duggal)
Independent Director
DIN- 00024262
Place: Gurugram
Date: 16 July 2018

(Ravi Seth)
Chief Financial Officer

Place: Gurugram
Date: 16 July 2018

(Ashish Jain)
Company Secretary
Membership No.: F6508
Place: Gurugram
Date: 16 July 2018

REGISTERED OFFICE OF THE ISSUERS

138, Ansal Chamber – II
Bikaji Cama Place
New Delhi, Delhi – 110066
India

REGISTRAR AND TRANSFER AGENT

KFin Technologies Private Limited
Tower – B, Plot No. 31 and 32
Selenuim Building Financial District, Nanakramguda
Gachibowli, Hyderabad
Telangana 500032
India

SECURITY TRUSTEE

Axis Trustee Services Limited
Ground Floor, Axis House
Bombay Dyeing Mills Compound
Pandurang Budhkar Marg
Worli, Mumbai – 400 025
India

LEGAL ADVISERS

To the Issuers as to Indian law

Cyril Amarchand Mangaldas
Peninsula Chambers
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel
Mumbai 400 013
India

To the Issuers as to U.S. federal law

Latham & Watkins LLP
9 Raffles Place
#42-02 Republic Plaza
Singapore 048619

AUDITORS OF THE GROUP

S.R. Batliboi & Co. LLP
2nd and 3rd Floor
Golf View Corporate Tower B
Sector 42, Sector Road
Gurgaon 122 002 Haryana
India