

Wisemore Advisory Private Limited

(A private limited company incorporated and existing as a private company under the Companies Act, 2013 (as amended))

Date of Incorporation: 10th January 2017

PAN: AUCPS3006N

Tel: +91 124-4241018 / Fax: NA

Place of Incorporation: Delhi

Contact Person: Mr. Sumant Sinha

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Registered Office and Corporate Office: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009

ISSUE OF UPTO 2,060 LISTED, RATED, SENIOR, SECURED, ZERO-COUPON REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 1,000,000 (EACH, AGGREGATING UPTO INR 2,060,000,000) WITH A YIELD OF 11.48% PER ANNUM (THE “DEBENTURES”) IN THREE SERIES OF UP TO 780 NON-CONVERTIBLE DEBENTURES AGGREGATING UP TO INR 780,000,000 (THE “SERIES 1 DEBENTURES”), UP TO 700 NON-CONVERTIBLE DEBENTURES AGGREGATING UP TO INR 700,000,000 (THE “SERIES 2 DEBENTURES”) AND UP TO 580 NON-CONVERTIBLE DEBENTURES AGGREGATING UP TO INR 580,000,000 (THE “SERIES 3 DEBENTURES”), ON A PRIVATE PLACEMENT BASIS (THE “ISSUE”).

Type of Placement Memorandum: Information Memorandum of Private Placement

Date: August 20, 2021

GENERAL RISKS

Potential investors are advised to read the Information Memorandum (including risk factors) carefully before taking an investment decision in this offering. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The Debentures have not been recommended or approved by the Securities and Exchange Board of India (“SEBI”) nor does SEBI guarantee the accuracy or adequacy of this document. This Information Memorandum has not been submitted, cleared or approved by SEBI. Specific attention of investors is invited to the statement of ‘Risk factors’ given on page number 15, under the section ‘General Risks’.

LISTING

The Debentures to be issued under this Information Memorandum will be listed on the Bombay Stock Exchange (the “Stock Exchange” or “BSE”). The Issuer shall make an application for listing prior to the Deemed Date of Allotment of the Debentures and has obtained the in-principle approval of the BSE for the listing of the Debentures on August 16, 2021.

CREDIT RATING

“CARE Provisional BB- (pronounced as Provisional Care Double B Minus) by CARE Ratings Limited. This rating indicates Stable outlook. The press release for the rating is available at https://www.careratings.com/upload/CompanyFiles/PR/11082021062952_Wisemore_Advisory_Private_Limited.pdf. The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The ratings obtained are subject to revision at any point of time in the future. The rating agency has the right to suspend or withdraw the rating at any time based on new information etc.

ELIGIBLE INVESTORS: Mutual Funds, Banks, Financial Institutions and Non-Banking Finance Companies, Corporate, Provident Funds and Pension Funds, Insurance Companies, FPIs and any other person eligible to invest in the Debentures

KEY ISSUE DETAILS:

Coupon: Zero Coupon	Coupon Payment Frequency: NA
Accrued Premium: Redemption Premium payable on the Debentures based on the Yield (11.48% per annum).	Accrued Premium payment frequency: At redemption
Redemption Dates and Amounts: Series 1 Debentures: Date falling 15 months after the Deemed Date of Allotment and nominal value and Accrued Premium Series 2 Debentures: Date falling 27 months after the Deemed Date of Allotment and nominal value and Accrued Premium Series 3 Debentures: Date falling 39 months after the Deemed Date of Allotment and nominal value and Accrued Premium	

OTHER DETAILS

Compliance Office Name: Sumant Sinha Phone No.: +91 9958408889 E-mail: sumant@renewpower.in	Promoters Name: Sumant Sinha, Vaishali Nigam Sinha and Sivatar Sinha Family Trust Phone No.: +91 9958408889 E-mail: sumant@renewpower.in & Vaishali@renewpower.in	Listing Exchange Name: BSE Limited Phone No.: +91 022 4355 0218 Fax No.: +91 022 22721919 E-mail: is@bseindia.com
Company Secretary Name: Kanika Phone No.: + 91 7042288558 E-mail: kanika9takkiar@gmail.com	Chief Financial Officer Name: Dinesh Kumar Phone No.: +91 9958408889 E-mail: dinesh@renewpower.in	Arranger: Name: N.A. Phone No.: N.A. E-mail: N.A.
Registrar & Share Transfer Agent Details Name: Kfin Technologies Private Limited Address: Karvy Selenium Tower B, Plot No 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500032 Phone No.: +91- 4023312454 Fax No.: +91 40 23311968 Website: kfintech.com E-mail: ramachandra.v@kfintech.com Contact Person: Ramachandra VV 	Credit Rating Agency Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai - 400 022 Name: CARE Ratings Limited Phone No.: +91 011-45333200 Fax No.: +91 022-45333238 E-mail: sahil.panwar@careratings.com Contact Person: Sahil Panwar 	Debenture Trustee Debenture Trustee: Axis Trustee Services Limited Address: Axis Trustee Services Limited The Ruby, 2nd Floor, SW, 29, Senapati Bapat Marg, Dadar West, Mumbai- 400 028 Phone No.: + 91 022 6230 0451 Fax No.: +91 022-24254200 E-mail: debenturetrustee@axistrustee.in Contact Person: Subhash Jha 

This Information Memorandum prepared under SEBI (Issue and Listing of Debt Securities) Regulations, 2021 dated August 9, 2021 and once effective, the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 dated August 9, 2021, as amended from time to time (the “SEBI Debt Listing Regulations”), for private placement of the Debentures is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the debt securities to be issued by Wisemore Advisory Private Limited (the “Company”). This is only an information brochure intended for private use.

This present issue would be under the electronic book mechanism for issue of debt securities on private placement basis as per the SEBI Electronic Book Mechanism Guidelines issued by SEBI under SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021. The Company intends to use BSE’s Electronic Bidding Platform (“BSE – EBP”) for this issue.

This issue is not underwritten.

ISSUE SCHEDULE		
Issue Opening : 20August 2021	Issue Closing Date: 20 August 2021	Earliest Closing Date: 20 August 2021
Pay In Date: 23 August 2021	Deemed Date of Allotment: 23 August 2021	

TABLE OF CONTENTS

SECTION	PARTICULARS	PAGE NO.
	DISCLAIMERS	5
	DEFINITIONS/ ABBREVIATIONS	10
	LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE	13
	LIST OF DOCUMENTS TO BE FILED WITH THE DEBENTURE TRUSTEE	14
SECTION 1	RISK FACTORS	15
SECTION 2	DISCLOSURES UNDER SEBI DEBT LISTING REGULATIONS AND OTHER INFORMATION AND APPLICATION PROCESS	17
SECTION 3	DISCLOSURES PERTAINING TO WILFUL DEFAULT	52
SECTION 4	DISCLOSURES UNDER THE COMPANIES ACT, 2013	52
ANNEXURES		
ANNEXURE A	AUDITED FINANCIAL STATEMENTS FOR LAST THREE YEARS	62
ANNEXURE B	CONSENT LETTER FROM DEBENTURE TRUSTEE	63
ANNEXURE C	RATING LETTER AND RATING RATIONALE	64
ANNEXURE D	AUDITED CASH FLOW STATEMENTS FOR LAST THREE YEARS	65
ANNEXURE E	DECLARATION OF DIRECTOR	66
ANNEXURE F	COPY OF BOARD AND SHAREHOLDERS' RESOLUTION	67
ANNEXURE G	APPLICATION FORM	68
ANNEXURE H	RELATED PARTY TRANSACTIONS	69
ANNEXURE I	FORMAT OF DEED OF GUARANTEE	70
ANNEXURE J	CONSENT LETTER OF DEBENTUREHOLDERS	71
ANNEXURE K	LETTER FROM DEBENTURE TRUSTEE	72
ANNEXURE L	DISCLOSURES PURSUANT TO THE SEBI DUE DILIGENCE CIRCULAR	73
ANNEXURE M	OTHER TERMS	77
ANNEXURE N	BENPOS AND UNDERTAKING BY THE COMPANY	78

I. DISCLAIMER AND DISCLOSURE CLAUSES:

THIS INFORMATION MEMORANDUM OF PRIVATE PLACEMENT (HEREINAFTER REFERRED TO AS THE “**INFORMATION MEMORANDUM**” IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF PROSPECTUS. THIS INFORMATION MEMORANDUM HAS BEEN PREPARED IN CONFORMITY WITH THE SEBI DEBT LISTING REGULATIONS, THE COMPANIES ACT, 2013 AND FORM PAS-4 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED. THE ISSUE OF LISTED, RATED, SENIOR, SECURED, REDEEMABLE, ZERO-COUPON NON-CONVERTIBLE DEBENTURES (HEREINAFTER REFERRED TO AS “**DEBENTURES**”) TO BE ISSUED IS BEING MADE STRICTLY ON A PRIVATE PLACEMENT BASIS. IT IS NOT INTENDED TO BE CIRCULATED TO MORE THAN 200 (TWO HUNDRED) INVESTORS IN ANY FINANCIAL YEAR, AS ELIGIBLE UNDER THE LAWS OF INDIA TO INVEST IN THESE DEBENTURES (“**ELIGIBLE INVESTORS**”). MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. IT DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES ISSUED TO THE PUBLIC IN GENERAL. APART FROM THIS INFORMATION MEMORANDUM, NO OFFER DOCUMENT OR PROSPECTUS HAS BEEN PREPARED IN CONNECTION WITH THE OFFERING OF THIS ISSUE OR IN RELATION TO THE COMPANY NOR IS SUCH A PROSPECTUS REQUIRED TO BE REGISTERED UNDER THE APPLICABLE LAWS. ACCORDINGLY, THIS INFORMATION MEMORANDUM HAS NEITHER BEEN DELIVERED FOR REGISTRATION NOR IS IT INTENDED TO BE REGISTERED.

THIS INFORMATION MEMORANDUM HAS BEEN PREPARED TO PROVIDE GENERAL INFORMATION ABOUT THE COMPANY TO POTENTIAL INVESTORS TO WHOM IT IS ADDRESSED AND WHO ARE WILLING AND ELIGIBLE TO SUBSCRIBE TO THE DEBENTURES. THIS INFORMATION MEMORANDUM DOES NOT PURPORT TO CONTAIN ALL THE INFORMATION THAT ANY POTENTIAL INVESTOR MAY REQUIRE. NEITHER THIS INFORMATION MEMORANDUM NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE DEBENTURES IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION NOR SHOULD ANY RECIPIENT OF THIS INFORMATION MEMORANDUM CONSIDER SUCH RECEIPT A RECOMMENDATION TO PURCHASE ANY DEBENTURES. EACH INVESTOR CONTEMPLATING THE PURCHASE OF ANY DEBENTURES SHOULD MAKE HIS OWN INDEPENDENT INVESTIGATION OF THE FINANCIAL CONDITION AND AFFAIRS OF THE COMPANY, AND HIS OWN APPRAISAL OF THE CREDITWORTHINESS OF THE COMPANY. POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS AS TO THE RISKS AND INVESTMENT CONSIDERATIONS ARISING FROM AN INVESTMENT IN THE DEBENTURES AND SHOULD POSSESS THE APPROPRIATE RESOURCES TO ANALYSE SUCH INVESTMENT AND THE SUITABILITY OF SUCH INVESTMENT TO SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES. IT IS THE RESPONSIBILITY OF INVESTORS TO ALSO ENSURE THAT THEY WILL SELL THESE DEBENTURES IN STRICT ACCORDANCE WITH THIS INFORMATION MEMORANDUM AND OTHER APPLICABLE LAWS, SO THAT THE SALE DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES ACT, 2013. NONE OF THE INTERMEDIARIES OR THEIR AGENTS OR ADVISORS ASSOCIATED WITH THIS ISSUE UNDERTAKE TO REVIEW THE FINANCIAL CONDITION OR AFFAIRS OF THE COMPANY DURING THE LIFE OF THE ARRANGEMENTS CONTEMPLATED BY THIS INFORMATION MEMORANDUM OR HAVE ANY RESPONSIBILITY TO ADVISE ANY INVESTOR OR POTENTIAL INVESTOR IN THE DEBENTURES OF ANY INFORMATION

AVAILABLE WITH OR SUBSEQUENTLY COMING TO THE ATTENTION OF THE INTERMEDIARIES, AGENTS OR ADVISORS.

THE COMPANY CONFIRMS THAT, AS OF THE DATE HEREOF, THIS INFORMATION MEMORANDUM CONTAINS INFORMATION THAT IS ACCURATE IN ALL MATERIAL RESPECTS AND DOES NOT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT, OR OMITS TO STATE ANY MATERIAL FACT, NECESSARY TO MAKE THE STATEMENTS HEREIN, THAT WOULD BE, IN THE LIGHT OF CIRCUMSTANCES UNDER WHICH THEY ARE MADE, NOT MISLEADING. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS INFORMATION MEMORANDUM OR IN ANY MATERIAL MADE AVAILABLE BY THE COMPANY TO ANY POTENTIAL INVESTOR PURSUANT HERETO AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE INTERMEDIARIES AND THEIR AGENTS OR ADVISORS ASSOCIATED WITH THIS ISSUE HAVE NOT SEPARATELY VERIFIED THE INFORMATION CONTAINED HEREIN. ACCORDINGLY, NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY IS ACCEPTED BY ANY SUCH INTERMEDIARY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS INFORMATION MEMORANDUM OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY. ACCORDINGLY, ALL SUCH INTERMEDIARIES ASSOCIATED WITH THIS ISSUE SHALL HAVE NO LIABILITY IN RELATION TO THE INFORMATION CONTAINED IN THIS INFORMATION MEMORANDUM OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY IN CONNECTION WITH THE ISSUE.

THE CONTENTS OF THIS INFORMATION MEMORANDUM ARE INTENDED TO BE USED ONLY BY THOSE INVESTORS TO WHOM IT IS ISSUED. IT IS NOT INTENDED FOR DISTRIBUTION TO ANY OTHER PERSON AND SHOULD NOT BE REPRODUCED BY THE RECIPIENT.

EACH COPY OF THIS INFORMATION MEMORANDUM IS SERIALY NUMBERED AND THE PERSON, TO WHOM A COPY OF THE INFORMATION MEMORANDUM IS SENT, IS ALONE ENTITLED TO APPLY FOR THE DEBENTURES. NO INVITATION IS BEING MADE TO ANY PERSONS OTHER THAN THOSE TO WHOM APPLICATION FORMS ALONG WITH THIS INFORMATION MEMORANDUM HAVE BEEN SENT. ANY APPLICATION BY A PERSON TO WHOM THE INFORMATION MEMORANDUM AND/OR THE APPLICATION FORM HAS NOT BEEN SENT BY THE COMPANY SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

THE PERSON WHO IS IN RECEIPT OF THIS INFORMATION MEMORANDUM SHALL MAINTAIN UTMOST CONFIDENTIALITY REGARDING THE CONTENTS OF THIS INFORMATION MEMORANDUM AND SHALL NOT REPRODUCE OR DISTRIBUTE IN WHOLE OR PART OR MAKE ANY ANNOUNCEMENT IN PUBLIC OR TO A THIRD PARTY REGARDING ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY.

EACH PERSON RECEIVING THIS INFORMATION MEMORANDUM ACKNOWLEDGES THAT:

- SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED ALL ADDITIONAL INFORMATION CONSIDERED BY AN INDIVIDUAL TO BE NECESSARY TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN; AND
- SUCH PERSON HAS NOT RELIED ON ANY INTERMEDIARY THAT MAY BE ASSOCIATED WITH ISSUANCE OF THE DEBENTURES IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

THE COMPANY DOES NOT UNDERTAKE TO UPDATE THE INFORMATION MEMORANDUM TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF THE INFORMATION MEMORANDUM AND THUS IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE COMPANY. NEITHER THE DELIVERY OF THIS INFORMATION MEMORANDUM NOR ANY SALE OF DEBENTURES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF.

IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS OF THIS INFORMATION MEMORANDUM AND THE DEBENTURE TRUST DEED (TO BE EXECUTED BETWEEN THE COMPANY AND THE DEBENTURE TRUSTEE INTER ALIA RECORDING THE TERMS AND CONDITIONS UPON WHICH THE DEBENTURES ARE BEING ISSUED BY THE ISSUER), THE TERMS OF THE DEBENTURE TRUST DEED SHALL PREVAIL.

THIS INFORMATION MEMORANDUM DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBENTURES OR THE DISTRIBUTION OF THIS INFORMATION MEMORANDUM IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS INFORMATION MEMORANDUM AND THE OFFERING AND SALE OF THE DEBENTURES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS INFORMATION MEMORANDUM COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS. THE INFORMATION MEMORANDUM IS MADE AVAILABLE TO POTENTIAL INVESTORS IN THE ISSUE ON THE STRICT UNDERSTANDING THAT IT IS CONFIDENTIAL.

STOCK EXCHANGE DISCLAIMER CLAUSE: AS REQUIRED, A COPY OF THIS INFORMATION MEMORANDUM HAS BEEN FILED WITH THE STOCK EXCHANGE PURSUANT TO THE SEBI DEBT LISTING REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS INFORMATION MEMORANDUM WITH THE STOCK EXCHANGE SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY THE STOCK EXCHANGE. THE STOCK EXCHANGE DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE, OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS INFORMATION MEMORANDUM.

DEBENTURE TRUSTEE DISCLAIMER: THE DEBENTURE TRUSTEE, “IPSO FACTO” DOES NOT HAVE THE OBLIGATIONS OF A BORROWER OR A PRINCIPAL

DEBTOR OR A GUARANTOR AS TO THE MONIES PAID/INVESTED BY INVESTORS FOR THE DEBENTURES/BONDS. WHILE THE DEBT SECURITIES ARE SECURED TO THE TUNE OF 100% OF THE PRINCIPAL AND INTEREST AMOUNT OR AS PER THE TERMS OF HEREUNDER, IN FAVOUR OF DEBENTURE TRUSTEE, THE RECOVERY OF 100% OF THE AMOUNT SHALL DEPEND ON THE MARKET SCENARIO PREVALENT AT THE TIME OF ENFORCEMENT OF THE SECURITY. THE DEBENTURE TRUSTEE DOES NOT MAKE NOR DEEMS TO HAVE MADE ANY REPRESENTATION ON THE ISSUER, ITS OPERATIONS, THE DETAILS AND PROJECTIONS ABOUT THE ISSUER OR THE DEBENTURES UNDER OFFER MADE IN THIS INFORMATION MEMORANDUM. APPLICANTS / INVESTORS ARE ADVISED TO READ CAREFULLY THIS INFORMATION MEMORANDUM AND MAKE THEIR OWN ENQUIRY, CARRY OUT DUE DILIGENCE AND ANALYSIS ABOUT THE ISSUER, ITS PERFORMANCE AND PROFITABILITY AND DETAILS IN THIS INFORMATION MEMORANDUM BEFORE TAKING THEIR INVESTMENT DECISION. THE DEBENTURE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE INVESTMENT DECISION AND ITS CONSEQUENCES.

DISCLOSURES

THE ISSUER, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR AND CONFIRMS THAT THIS PLACEMENT MEMORANDUM CONTAINS ALL INFORMATION WITH REGARD TO THE ISSUER AND THE ISSUE WHICH IS MATERIAL IN THE CONTEXT OF THE ISSUE, THAT THE INFORMATION CONTAINED IN THE PLACEMENT MEMORANDUM IS TRUE AND CORRECT IN ALL MATERIAL ASPECTS AND IS NOT MISLEADING, THAT THE OPINIONS AND INTENTIONS EXPRESSED HEREIN ARE HONESTLY STATED AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKE THIS DOCUMENT AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING.

THE ISSUER, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR, AND CONFIRMS THAT THIS OFFER DOCUMENT CONTAINS ALL INFORMATION WITH REGARD TO THE ISSUER AND THE ISSUE, THAT THE INFORMATION CONTAINED IN THE OFFER DOCUMENT IS TRUE AND CORRECT IN ALL MATERIAL ASPECTS AND IS NOT MISLEADING IN ANY MATERIAL RESPECT, THAT THE OPINIONS AND INTENTIONS EXPRESSED HEREIN ARE HONESTLY HELD AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKE THIS DOCUMENT AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING IN ANY MATERIAL RESPECT.

THE ISSUER HAS NO SIDE LETTER WITH ANY DEBT SECURITIES HOLDER EXCEPT THE ONE(S) DISCLOSED IN THE OFFER DOCUMENT/PLACEMENT MEMORANDUM. ANY COVENANTS LATER ADDED SHALL BE DISCLOSED ON THE STOCK EXCHANGE WEBSITE WHERE THE DEBT IS LISTED.

INVESTMENT IN NON-CONVERTIBLE SECURITIES INVOLVE A DEGREE OF RISK AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN SUCH SECURITIES UNLESS THEY CAN AFFORD TO TAKE THE RISK ATTACHED TO SUCH INVESTMENTS. INVESTORS ARE ADVISED TO TAKE AN INFORMED DECISION AND TO READ THE RISK FACTORS CAREFULLY BEFORE INVESTING IN THIS OFFERING. FOR TAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR EXAMINATION OF THE ISSUE INCLUDING THE RISKS INVOLVED IN IT. SPECIFIC ATTENTION OF INVESTORS IS INVITED TO STATEMENT OF RISK FACTORS CONTAINED UNDER SECTION 1 OF THIS INFORMATION MEMORANDUM. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A

COMPLETE LIST OF ALL RISKS AND CONSIDERATIONS RELEVANT TO THE NON-
CONVERTIBLE SECURITIES OR INVESTOR'S DECISION TO PURCHASE SUCH
SECURITIES

II. DEFINITIONS AND ABBREVIATIONS

Accrued Premium	In respect of a Debenture, the redemption premium payable on that Debenture based on the Yield, to be calculated in accordance with the Debenture Trust Deed.
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue to the successful Applicants
Application Form	The form used by the recipient of this Information Memorandum, to apply for subscription to the Debentures, which is annexed to this Information Memorandum and marked as Annexure G .
Articles of Association/ Articles	The articles of association of the Issuer, as amended from time to time.
Board/Board of Directors	The Board of Directors of the Issuer.
Business Day	A day (other than a Saturday or Sunday) on which banks are open for general business in Mumbai and Delhi, India and in the context of any payments, in addition, a day on which the money market is functioning in Mumbai.
BSE	BSE Limited
CDSL	Central Depository Service Limited
Companies Act/ the Act	The Companies Act, 2013, and to the extent not repealed and replaced by the Companies Act, 2013, shall mean the Companies Act, 1956.
Debenture Holders / Investors	The Debenture holders whose name appears in the register of debenture holders or in the beneficial ownership record furnished by NSDL/CDSL for this purpose
Deemed Date of Allotment	The date on which the Debentures are deemed to have been allotted to the Debenture Holders, which shall be August 23, 2021
Debentures	Up to 2060 Listed, rated, senior, secured, redeemable, zero-coupon non-convertible debentures of face value of INR 1,000,000 (Indian Rupees Ten Lacs Only) each, up to INR 2,06,000,000 (Indian Rupees Two Hundred Six crores only) in three series of up to 780 non-convertible debentures aggregating up to INR 780,000,000 (the “series 1 debentures”), up to 700 non-convertible debentures aggregating up to INR 700,000,000 (the “series 2 debentures”) and up to 580 non-convertible debentures aggregating up to INR 580,000,000 (the “series 3 debentures”)
Debenture Trustee / Trustees	Trustee for the Debenture Holders, in this case being Axis Trustee Services Limited
Debenture Trust Deed	The debenture trust deed executed or to be executed between the Company and the Debenture Trustee <i>inter alia</i> recording the terms and conditions upon which the Debentures are being issued by the Issuer.
Depositories Act	The Depositories Act, 1996, as amended from time to time.

Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time with whom the Issuer has made arrangements for dematerializing the Debentures.
Depository Participant / Director(s)	A depository participant as defined under the Depositories Act Director(s) of the Issuer unless otherwise mentioned.
Disclosure Document / Information	This document which sets out the information regarding the Debentures being issued on a private placement basis.
DP ID	Depository Participant Identification Number.
EFT	Electronic Fund Transfer.
Event of Default	Shall mean any of the events described as an 'Event of Default' under the Transaction Documents.
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
GAAP	Generally Accepted Accounting Principles
Due Date	A date on which a payment in respect of the Debentures is due
Final Maturity Date	For the Series 1 Debentures: 23-11-2022 For the Series 2 Debentures: 23-11-2023 For the Series 3 Debentures: 23-11-2024
ICCL	Indian Clearing Corporation Ltd
Issue	Private Placement of the Debentures
Issue Opening Date	August 20, 2021
Issue Closing Date	August 20, 2021
Issuer/ Company	Wisemore Advisory Private Limited
LODR Regulations	The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
Memorandum of Association/	The Memorandum of Association of the Issuer, as amended from time to time
N.A	Not Applicable
NSDL	National Securities Depository Limited
Obligors	Issuer, M/s Cognisa Investment and Mr. Sumant Sinha till the time he is a Person Resident in India under the Foreign Exchange Management Act, 1999.
PAN	Permanent Account Number
RBI	Reserve Bank of India
Rating Agency	Credit Analysis and Research Limited
Record Date	2 Business Days prior to each Redemption Date
Redemption Date / Final Redemption Date	For the Series 1 Debentures: 23-11-2022 For the Series 2 Debentures: 23-11-2023 For the Series 3 Debentures: 23-11-2024
ReNew Power / RPPL	ReNew Power Private Limited, a company incorporated under the Companies Act, 1956 with CIN U40300DL2011PTC291527 and its registered office at 138, Ansal Chambers II, Bhikaji Cama Place, Delhi

R&T Agent	Registrar and Transfer Agent to the Issue, in this case being KFin Technologies Private Limited
ROC	Registrar of Companies
Rs. / INR	Indian National Rupee
RTGS	Real Time Gross Settlement
Secured Obligations	The principal, premium, costs, charges, expenses, indemnity amounts and all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Obligors to the Debenture Holders, the Debenture Trustee or the common security trustee under or in connection with the Debentures and the Transaction Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise)
SEBI	Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time)
SEBI Debt Listing Regulations	SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021
SEBI Defaults (Procedure) Circular	The SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 on 'Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities'.
SEBI Due Diligence Circular	The SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 titled 'Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)'.
SEBI Enhanced Disclosures Circular	The SEBI circular bearing reference number SEBI/HO/MIRSD/DOS3/CIR/P/2019/68 dated May 27, 2019 titled 'Enhanced disclosure in case of listed debt securities'.
SEBI Listed Debentures Circulars	Collectively, the SEBI Enhanced Disclosures Circular, the SEBI Defaults (Procedure) Circular, the SEBI Due Diligence Circular, the SEBI Listing Timelines Circular, the SEBI Monitoring Circular, the SEBI Recovery Expense Fund Circular, and (to the extent applicable) the LODR Regulations.
SEBI Listing Timelines Circular	The SEBI circular bearing reference number SEBI/HO/DDHS/CIR/P/2020/198 dated October 5, 2020 titled 'Standardization of timeline for listing of securities issued on a private placement basis under: i. SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (SEBI ILDS), ii. SEBI (Issue and Listing of Non-Convertible Redeemable Preference Shares) Regulations, 2013 (SEBI NCRPS), iii. SEBI (Public Offer and Listing of Securitised Debt Instruments and Security Receipts) Regulations, 2008 (SEBI SDI), and iv. SEBI (Issue and Listing of Municipal Debt Securities) Regulations, 2015 (SEBI ILDM)'.
SEBI Monitoring Circular	The SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/230 dated November 12, 2020 on 'Monitoring and Disclosures by Debenture Trustee(s)'.

SEBI Recovery Expense Fund Circular	The SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on 'Contribution by Issuers of listed or proposed to be listed debt securities towards creation of " <i>Recovery Expense Fund</i> ".
SEBI Electronic Book Mechanism Guidelines	The guidelines issued by SEBI and pertaining to the Electronic Book Mechanism set out in the terms specified by the SEBI in its Circular dated January 05, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/05) titled 'Electronic book mechanism for issuance of securities on private placement basis' read along with the related clarifications dated August 16, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/122), and the related operational guidelines issued by the concerned Electronic Book Provider, as may be amended, clarified or updated from time to time.
Transaction Documents	<ul style="list-style-type: none"> (a) the Debenture Trust Deed; (b) the debenture trustee agreement; (c) the common security trustee agreement; (d) the pledge agreement for creation of pledge over shares of RPPL, which shall also include the guarantee by Cognisa; (e) each power of attorney in respect of the aforesaid pledge agreement; (f) the deed of hypothecation in relation to creation of security over the relevant assets of Issuer; (g) the power of attorney in respect of the deed of hypothecation in relation to creation of security over the relevant assets of Issuer; (h) the deed of hypothecation in relation to creation of security over the relevant assets of M/s Cognisa Investments; (i) the power of attorney in respect of the aforesaid deed of hypothecation in relation to creation of security over the relevant assets of M/s Cognisa Investments; (j) any deed of guarantee executed by Sumant Sinha; (k) the Information Memorandum; (l) any fee letter entered into with the Common Security Trustee; (m) any fee letter entered into with the Debenture Trustee or any arranger; and (n) any other document that may be mutually designated as a Transaction Document by the Debenture Trustee and the Issuer or the respective obligor.

III. LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE

List of disclosures to be filed along with the listing application to the Stock Exchange:

- A. Information Memorandum;
- B. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- C. Copy of the board /committee resolution authorizing the borrowing and list of authorized signatories;
- D. Copy of last three years audited annual reports of the Company;

- E. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- F. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc and the same would be uploaded on the website of the designated stock exchange, where the debt securities have been listed, within five working days of execution of the same.
- G. An undertaking that permission / consent from the prior creditor for a second or pari passu charge being created, where applicable, in favor of the Debenture Trustees to the proposed Issue has been obtained.
- H. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

The following documents have been / shall be submitted to BSE at the time of filing the draft of this Information Memorandum:

J. Due diligence certificate from the Debenture Trustee as per the format specified in Annexure IV of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 .

IV. LIST OF DOCUMENTS TO BE DISCLOSED TO THE DEBENTURE TRUSTEE

List of disclosures to be submitted to the Debenture Trustee in electronic form (soft copy) at the time of allotment of the debt securities:

- A. Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- B. Copy of last three years' audited annual reports of the Company;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;
- E. An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit the details mentioned in point (D) above to the Debenture Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009, as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within two working days of their specific request.

SECTION 1: RISK FACTORS

The following are the risks relating to the Issuer and the Debentures envisaged by the management of the Issuer. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Debentures.

1.1 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER

Potential investors should be aware that receipt of the principal amount, coupon payments and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

1.2 THE SECONDARY MARKET FOR THE DEBENTURES MAY BE ILLIQUID

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential investors may have to hold the Debenture until redemption to realize any value.

1.3 CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the Rating Agency may downgrade the rating of the Debentures.

1.4 TAX, LEGAL AND ACCOUNTING CONSIDERATIONS

Special tax, accounting and legal considerations may apply to certain class/ types of investors. Potential investors are advised to consult with their own tax, accounting and legal professional advisors to determine the tax, accounting, legal or other implications of their investment in the present Issue.

1.5 MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

1.6 RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES, IF ANY.

The Debentures will be effectively subordinated to the Existing NCDs (as defined in Section 2.20 (*Details of the Issue*) above), to the extent of the value of the assets over which the holders of the Debentures do not have security or have subordinate security, securing the Existing NCDs. In the event of a bankruptcy, liquidation, reorganization or other winding up of the Issuer, the Issuer's assets that secure the Existing NCDs (not being the assets exclusively secured in favour of the holders of the Debentures) will be available to pay obligations on the Debentures only after the Existing NCDs, together with accrued interest, have been repaid.

Under Indian law, the security interest over the assets offered as security for the Debentures (“**Secured Assets**”) may be voidable or void in insolvency or liquidation of the Issuer on account of preferential treatment, undervaluation of transactions, transactions defrauding creditors or extortionate credit transactions.


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 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 Issuer will apply for permission under section 281 of the IT Act prior to execution of the security documents, such permission of relevant tax authorities may not be received under section 281 of the IT Act prior to the execution of the security documents in connection with the Debentures, 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 security documents or which have been completed but no notice has been served in respect of such proceedings under the IT Act.

1.7 RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

The value of the Secured Assets, in the event of an enforcement or liquidation, will depend on many factors. In particular, despite the requirement to maintain a minimum security cover, the shares of ReNew Power Private Limited proposed to be pledged to secure the Debentures will only have value to the extent that the assets of Renew Power Private Limited are worth more than its liabilities (and, in a bankruptcy or liquidation of Renew Power Private Limited, will only receive value after payment upon all such liabilities). Further, by their nature, such shares (and any other Secured Assets) may be illiquid and may have no readily ascertainable market value.

SECTION 2: DISCLOSURES UNDER SEBI DEBT LISTING REGULATIONS

2.1 NAME AND ADDRESS OF THE FOLLOWING:

- (i) Name and address of the Issuer: Wisemore Advisory Private Limited
Registered Office Address: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009
- (ii) Corporate office of the Issuer:
Address: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009
- (iii) Company Secretary and Compliance officer of the Issuer (as required under Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021) and Grievance Redressal Officer (for the matters in relation to the SEBI Debt Listing Regulations): Ms. Kanika
Address: 704- Ganpati Co-operative Society, Sector 56, Gurgaon-122002, Haryana
Phone No.: +91 7042288558
- (iv) CFO of the Issuer: Mr. Dinesh Kumar
Address: 289, 2nd Floor, 3rd Floor, Gulmohar Enclave, South Delhi-110049
Phone No.: +91 9958408889
- (v) Arranger, if any, of the instrument: N.A.
Address: N.A.
Phone No.: N.A.
Website: N.A.
Email: N.A.
Contact Person: N.A.
Logo: N.A.
- (vi) Debenture Trustee of the Issue: Axis Trustee Services Limited
Address: Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai
Phone No.: + 91 022 6230 0451
Fax No.: +91 022-24254200
Website: www.axistrustee.com
Email: debenturetrustee@axistrustee.in
Contact Person: Subhash Jha
Logo: 
- (vii) Registrar of the Issue: Kfin Technologies Private Limited
Address: Selenium Tower B, Plot 31-32, Gachibowli, Financial District, Nanakramguda, Hyderabad – 500 032
Phone No.: +91 40 6716 1602
Website: www.kfintech.com
Email: ramachandra.v@kfintech.com
Contact Person: Hanumantha Patri



- (viii) Credit Rating Agency (-ies) of the Issue: CARE Ratings Limited
Address: Godrej Coliseum 4th Floor, Somaiya Hospital Road
Off Eastern Expressway Highway Sion East Mumbai
Maharashtra 400022
Phone No.: +91 011-45333200
Fax No.: +91 022-45333238
Website: www.careratings.com
Email: sahil.panwar@careratings.com
Contact Person: Sahil.Panwar



- (ix) Auditors of the Issuer: BDG & Associates
Address: 401, 4th Floor, Avionne Building Opposite Pawan Hans, SV Road, Vile Parle
West Mumbai 400056
Phone No.: +91-8955 66 8955
Website: NA
Email: sourabh@bdg.in
Contact Person: Sourabh Chittora
Logo: NA

- (x) Legal Counsel of the Debenture Holders: Talwar Thakore and Associates, Mumbai
Address: Kalpataru Heritage, 3rd Floor, 127 M.G. Road, Fort, Mumbai – 400 001
Phone No.: +91 22 6613 6900
Website: www.tta.in
Email: rahul.gulati@tta.in
Contact Person: Rahul Gulati



Logo: Advocates and Solicitors

- (i) Legal Counsel of the Issuer: Cyril Amarchand Mangaldas
Address: 5th Floor, Peninsula Chambers, Peninsula Corporate Park, Ganpatrao Kadam
Marg, Lower Parel Mumbai 400 013
Phone No.: +91 22 249 64455
Website: www.cyrilshroff.com
Email: sangita.john@cyrilshroff.com
Contact Person: Ms. Sangita John
Logo:



cyril amarchand mangaldas
ahead of the curve

- (ii) Personal Guarantor: Mr. Sumant Sinha
Address: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009
Phone No.: +91 124-4241018
Website: <http://www.wisemore.in>

Email: Sumant@renewpower.in
Logo: NA

- (iii) Other Guarantors: M/s Cognisa Investment
Address: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009
Phone No.: +91 124-4241018
Website: <http://www.wisemore.in>
Email: Sumant@renewpower.in
Contact Person: Sumant Sinha
Logo: NA

2.2 ABOUT THE ISSUER: A BRIEF SUMMARY OF THE BUSINESS/ ACTIVITIES OF THE ISSUER AND ITS LINE OF BUSINESS CONTAINING AT LEAST FOLLOWING INFORMATION:-

- Overview: The Company was incorporated on January 10, 2017. The Issuer intends to act as financial consultant, management consultant, and further provide advice, services, consultancy in various fields, including general administrative, secretarial, commercial, financial legal, economic, labour, industrial, public relations, scientific, technical, direct and indirect taxation and other levies, statistical, accountancy, quality control and data processing.
- Corporate Structure: The Issuer is a private company registered under the Companies Act, 2013 with its registered office at AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009 .
- Key Operational and Financial Parameters for the last 3 Audited years
Standalone financial highlights for the last three audited financial years are as under:

Balance Sheet (Rs. in thousands)				
Parameters	FY 2021-22 (Jun'21 Unaudited)	FY 2020-21	FY 2019-20	FY 2018-19
Net Fixed assets	0.00	0.00	0.00	0.00
Current assets	8,055.00	11,848.00	10,741.00	10,279.00
Non-current assets	7,372,118.00	7,372,118.00	5,456,928.00	6,149,230.00
Total assets	7,380,173.00	7,383,966.00	5,467,669.00	6,159,509.00
Net Fixed assets	0.00	-	-	0.00
Non-Current Liabilities (including maturities of long-term borrowings and short-term borrowings)				
Financial (borrowings trade payables and other financial liabilities)	6,089,627.00	5,926,523.00	4,673,677.00	4,174,671.00
Provisions				
Deferred tax liabilities (net)				
Other non-current liabilities				
Current Liabilities (including maturities of long-term borrowings)	53,345.00	53,082.00	73,864.00	129,490.00
Financial (borrowings trade payables and other financial liabilities)				

Provisions				
Current tax liabilities (net)				
Other current liabilities				
Total liabilities	6,142,972.00	5,979,605.00	4,747,541.00	4,304,161.00
Equity (equity and other equity)	1,237,201.00	1,404,362.00	720,128.00	1,855,349.00
Total equity and liabilities	7,380,173.00	7,383,966.00	5,467,669.00	6,159,510.00
Profit and Loss				
Total revenue from operations	25.00	405.00	1,800.00	1,500.00
Other income				
Total Expenses	167,185.00	683,260.00	649,729.00	552,312.00
Total comprehensive income				
Profit / loss	-167,160.00	1,367,089.00	-	499,956.00
Other comprehensive income			1,191,048.00	
Profit / loss after tax	-167,160.00	-682,855.00	-647,929.00	-550,812.00
Earnings per equity share: (a) basic; and (b) diluted				
Continuing operations	-1.92	-7.86	-0.79	-6.77
Discontinued operations				
Continuing and discontinued operations				
Cash Flow				
Net cash generated from operating activities	-4,899.00	-5,552.00	2,356.00	-1,945.00
Net cash used in / generated from investing activities	0.00	-19,809.00	-55,828.00	-635,601.00
Net cash used in financing activities	0.00	26,007.00	55,252.00	641,675.00
Cash and cash equivalents	3,067.00	7,965.00	7,319.00	5,539.00
Balance as per statement of cash flows	3,067.00	7,965.00	7,319.00	5,539.00
Additional information				
Net worth	1,237,201.00	1,404,362.00	720,128.00	1,855,349.00
Cash and Cash Equivalents	3,067.00	7,965.00	7,319.00	5,539.00
Current Investments	0.00	0.00	0.00	0.00
Net Sales	25.00	405.00	1,800.00	1,500.00
EBIDTA	-4,053.00	-4,258.00	260.00	-392.00
EBIT	-4,053.00	-4,258.00	260.00	-392.00
Dividend amounts	0.00	0.00	0.00	0.00
Long term debt to working capital	-113.67	-120.89	-67.81	-30.47
Current Liability ratio – Current liabilities / Non-current liabilities	0.01	0.01	0.02	0.03
Total Debts to Total assets	0.70	0.68	0.78	0.59
Debt Service Coverage Ratios	0.00	0.00	0.00	0.00
Interest Service Coverage Ratios	0.00	0.00	0.00	0.00

iv. Gross Debt: Equity Ratio of the Company:-

Before the issue of debt securities	3.55 (As of March 31, 2021)
After the issue of debt securities	3.55

v. Project cost and means of financing, in case of funding of new projects : N.A.

vi. Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability: NA

2.3 BRIEF HISTORY OF THE COMPANY SINCE ITS INCORPORATION GIVING DETAILS OF THE FOLLOWING ACTIVITIES

i. Details of Share Capital as on last quarter ended June 30, 2021:-

Share Capital	Rs.
Authorized Share Capital	Rs. 880,000,000/- (Rupees Eighty-Eight Crore only) divided into 8,80,00,000 (Eight Crores Eighty Lakhs) Equity Shares of Rs.10/- (Rupees Ten only)
Issued, Subscribed and Paid-up Share Capital	Rs. 869,169,480/- (Rupees Eighty-Six Crore Ninety One Lac Sixty Nine Thousand and Four Hundred Eighty only) divided into 8,69,16,948 (Eight Crores Sixty Nine Lacs Sixteen Thousand Nine Hundred Forty Eight only) Equity Shares of Rs.10/- (Rupees Ten only)
Total	Rs. 869,169,480/- (Rupees Eighty-Six Crore Ninety One Lac Sixty Nine Thousand and Four Hundred Eighty only) divided into 8,69,16,948 (Eight Crores Sixty Nine Lacs Sixteen Thousand Nine Hundred Forty Eight only) Equity Shares of Rs.10/- (Rupees Ten only)

ii. Changes in its capital structure as on last quarter ended June 30, 2021, for the last three years:-

Date of Change (AGM/EGM)	Rs.	Particulars
25th Day of March, 2017	150,000,000	To increase the authorized capital from existing Rs. 1,00,000/- divided into 10,000 Equity Shares of Rs. 10 each to Rs. 150,000,000/- (Rupees Fifteen Crore only) divided into 15,000,000 (One Crore Fifty Lakhs) Equity Shares of Rs.10/- (Rupees Ten only)
30th Day of March, 2017	820,000,000	To increase the authorized capital from existing Rs. 150,000,000/- (Rupees Fifteen Crore only) divided into 15,000,000 (One Crore Fifty Lakhs) Equity Shares of Rs.10/- (Rupees Ten only) to Rs. 820,000,000/- (Rupees Eighty Two Crore only) divided into 82,000,000 (Eight Crore Twenty Lakhs only) Equity Shares of Rs.10/- (Rupees Ten only)
11 th day of October, 2019	880,000,000	To increase the authorized capital from existing Rs. 820,000,000/- divided into 8,20,00,000 Equity Shares of Rs. 10 each to

		Rs. 880,000,000/- (Rupees Eighty-Eight Crore only) divided into 88,000,000 (Eight Crores Eighty Lakhs) Equity Shares of Rs.10/- (Rupees Ten only)
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- iii. Equity Share Capital History of the Company as on last quarter ended June 30, 2021, for the last three years:-

Date Of Allotment	No of Equity Shares	Face Value (Rs)	Issue Price (Rs)	Consideration (Cash, other than cash, etc)	Nature of Allotment	Cumulative			Remarks
						No of equity shares	Equity Share Capital (Rs)	Equity Share Premium (in Rs)	
19 th January 2017	10,000	10	10	Cash	Initial subscription	10000	100000	0	Nil
30 th March, 2017	1,49,80,916	10	10	Other than cash	Preferential	1,49,90,916	149909160	0	Nil
30 th March, 2017	6,63,43,271	10	10	Other than cash	Preferential	8,13,34,187	813341870	0	Nil
16 th March, 2020	55,82,761	10	10	Other than cash	Preferential	86916948	869169480	0	Nil

- iv. Details of any Acquisition or Amalgamation in the last 1 year: Nil

- v. Details of any Reorganization or Reconstruction in the last 1 year:- Nil

2.4 DETAILS OF THE SHAREHOLDING OF THE COMPANY AS ON THE LATEST QUARTER ENDED JUNE 30, 2021:-

- i. Shareholding pattern of the Company as on last quarter ended June 30, 2021:-

Sr No	Particulars	Total No of Equity Shares	No of shares in demat form	Total Shareholding as % of total no of equity shares
1	Sivatar Sinha Family Trust	86,916,947	86,916,947	99.99%
2	Vaishali Nigam Sinha	1	1	Negligible
		86,916,948	86,916,948	100%

Notes:- Shares pledged or encumbered by the promoters (if any): 86,916,948

- ii. List of top 10 holders of equity shares of the Company as on the latest quarter ended June 30, 2021:-

Sr. No	Name of the shareholders	Total No of Equity Shares	No of shares in demat form	Total Shareholding as % of total no of equity shares
1	Sivatars Sinha Family Trust	86,916,947	86,916,947	99.99%
2	Vaishali Nigam Sinha	1	1	Negligible

2.5 FOLLOWING DETAILS REGARDING THE DIRECTORS OF THE COMPANY:

- i. Details of the current directors of the Company

Name, Designation and DIN	Age	Address	Director of the Company since	Details of other directorship	Whether Willful defaulter (Yes/No)
Vaishali Nigam Sinha, Managing Director 02299472	50	AR1017B, The Aralias DLF Golf Links Gurgaon	10 th January 2017	1. RENEW WIND ENERGY	No

		Gurgaon HR 122009 IN		(JATH) LIMITED 2. SIVATAR VENTURES PRIVATE LIMITED 3. SAVANT ADVISERS PRIVATE LIMITED 4. RAMKY ENVIRO ENGINEERS LIMITED 5. ART OF CHARITY ORGANIZATI ON 6. RENEW FOUNDATIO N	
Sumant Sinha, Director, 00972012	55	AR1017B, The Aralias DLF Golf Links Gurgaon Gurgaon HR 122009 IN	10 th January 2017	1. RENEW POWER PRIVATE LIMITED 2. THE ASSOCIATED CHAMBERS OF COMMERCE ANDINDUST RY OF INDIA 3. RENEW FOUNDATIO N	No

*Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any.- Nil

ii. Details of change in directors since last three years:- Nil

Name, Designation and DIN	Date of Appointment	Date of Cessation, if applicable	Date of Resignation	Director of the Issuer since (in case of resignation)	Remarks
NA	NA	NA	NA	NA	NA

2.6 FOLLOWING DETAILS REGARDING THE AUDITORS OF THE COMPANY:-

i. Details of the auditor of the Company:-

Name	Address	Auditor since
BDG & Associates, Chartered Accountants	Office no. 205, 2nd Floor, the Summit Business Bay, "Omkar", Behind Guru Nanak Petrol Pump. Off. Andheri Kurla Road, Andheri (E), Mumbai-400093. India	January 19, 2017

ii. Details of change in auditor since last three years:- Nil

Name	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
NA	NA	NA	NA	NA

2.7 DETAILS OF LIABILITIES OF THE COMPANY, AS ON THE LATEST QUARTER ENDED JUNE 30, 2021:-

i. Details of secured loan facilities:- Nil

S.N o.	Lender's Name	Type of facility	Sanctioned amount	Principal amount outstanding (Repayment Date/Schedule	Security
NA	NA	NA	NA	NA	NA	NA

ii. Details of unsecured loan facilities:- Nil

S.N o.	Lender's Name	Type of facility	Sanctioned amount =	Principal amount outstanding	Repayment Date/Schedule
NA	NA	NA	NA	NA	NA

iii. Details of Non-convertible Securities –

Non-convertible Securities Series	Tenor / Period of Maturity	Coupon	Amount	Date of Allotment	Redemption Date/Schedule	Credit Rating	Secured / unsecured	Security
Tranche 1	31 (Thirty One) Months	zero coupon (yield of 12.74% per annum)	INR 4,900,000,000 (Indian Rupees Four Hundred Ninety Crores Only)	8th January 2021	08 th August 2023	CARE A+ (CE), Stable, Provisional: Single A Plus (Credit Enhancement) Outlook: Stable	Secured	<p>Corporate guarantee by ReNew Power Private Limited and M/s Cognisa Investments.</p> <p>Pledge over: (i) 100% of the paid up equity share capital of the Issuer; and (ii) certain equity shares of ReNew Power Private Limited held by the Issuer and M/s Cognisa Investments.</p> <p>Hypothecation over (i) the cash margin account and other movable assets of the Issuer; and (ii) movable assets of M/s Cognisa Investments.</p>

- iv. List of Top 10 holders securities in terms of value (in cumulative basis) as on the date of this Information Memorandum

Sr. No.	Name of Debenture Holders	Amount	% of total debentures outstanding
1	NOMURA INVESTMENTS (SINGAPORE) PTE LTD	2,450,000,000	50%
2	BARCLAYS MERCHANT BANK (SINGAPORE) LTD.	2,450,000,000	50%
		4,900,000,000	100%

Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debentures issues) details should be provided.

- v. Details of the rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares):--Nil

Name of Party (in case of facility)/ Name of Instrument	Type of facility/ Instrument	Amount sanctioned/ issued	Amount	Principal Amount outstanding	Date of Repayment / Schedule	Credit Rating	Secured / unsecured	Security

- vi. The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued: **Nil**
- vii. Details of commercial paper:- The total face value of commercial papers outstanding as on the latest quarter end to be provided and its breakup in following table:- **Nil**

S. No.	ISIN of Commercial Paper	Maturity Date	Amount Outstanding
NA	NA	NA	NA

- viii. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 3 years, including the current financial year.: **Nil**
- ix. Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option: **The Issuer has not availed any borrowings or issued any debt securities for consideration other than cash, whether in whole or part, at a premium or discount or in pursuance of an option.**

Equity Linked Debentures Issued at Premium / Discount (outstanding)

Series No	Date of Issue	Interest Rate	O/S Amt (in Rs.)	Maturity date	Discounted / Premium	Discount / Premium Amount
N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Total						

- viii. Commercial Papers Issued at Premium / Discount (outstanding): **The Issuer has not availed any borrowings or issued any securities in pursuance of an option.**

2.8 DETAILS OF PROMOTERS OF THE COMPANY:-

i. Details of Promoters

(a) Promoter 1: Sumant Sinha

- (I) Name: Sumant Sinha
- (II) Date of Birth: 12/02/1965
- (III) Age: 56
- (IV) Address: AR1017B, The Aralias DLF Golf Links Gurgaon, Haryana 122009
- (V) Educational Qualifications: a CFA charter holder, Bachelor's degree in engineering from the Indian Institute of Technology, Delhi, India, a post graduate diploma in business management from the Indian Institute of Management, Calcutta, India and a Master's degree in International Affairs from Columbia University, United States.
- (VI) Experience in the business or employment: Director of the Company and he is also the founder of ReNew India and has been ReNew India's Chairman and CEO since 2011.
- (VII) Positions/posts held in the past: Prior to founding ReNew India, Mr. Sinha served as President Finance at Aditya Birla Group and founder CEO of Aditya Birla Retail. He also held the post of Chief Operating Officer of Suzlon Energy Ltd from 2008 to 2010. Currently, Mr. Sinha serves on the advisory board of Columbia University's School of International and Public Affairs and is a member of the Board of Governors of the Indian Institute of Technology Delhi, Indian Institute of Management, Calcutta. Mr. Sinha has also held various roles in investment banking at globally reputed organizations such as Citicorp Securities and ING Barings Services Limited in the United States and the United Kingdom. Sumant chairs The Climate Group's India Advisory Board and a member of the Advisory Council of India Climate Collective. He is a Board member of the US India Strategic Partnership Forum and the Senior Vice President of the Associated Chambers of Commerce & Industries of India.

- (VIII) Directorships held: 4 (ReNew Power Private Limited, Wisemore Advisory Private Limited, The Associated Chambers of Commerce and Industry of India, and Renew Foundation)
- (IX) Other ventures: Chairman and Managing Director of ReNew Power Private Limited
- (X) Special achievements: As stated above
- (XI) Business and financial activities: NA
- (XII) Photograph:



- (XIII) Permanent Accountant Number: AUCPS3006N

(b) Promoter 2: Vaishali Nigam Sinha

- (I) Name: Vaishali Nigam Sinha
- (II) Date of Birth: 10/03/1970
- (III) Age: 51
- (IV) Address: AR1017B, The Aralias DLF Golf Links Gurgaon, Haryana 122009
- (V) Educational Qualifications: Owners and Presidents Management program from Harvard Business School and Master's in Public Policy from Columbia University's School of International and Public Affairs.
- (VI) Experience in the business or employment: Investment Banker/Social Entrepreneur. She is serving as the Chief CSR, Sustainability and Communications Officer of ReNew Power, India's leading renewable energy Independent Power Producer. The company is committed to transforming the country's current energy portfolio by delivering cleaner and smarter energy choices and thereby reducing India's carbon footprint.

Founded iCharity which enlists NGOs operating in India and provides them with a platform to showcase their work and reach out to donors. For more details, visit - <https://icharity.in/>

Serves as an independent director of clean companies and non-profit Boards. Board Member, Governing Council of the UN Global Compact Network, India (GCNI) and Chair of their Gender Committee; Chair of CII Indian Women Network and Woman Empowerment Committee; Member of the Steering Committee of CII Foundation Woman Exemplar Program; Advisory Council member of the CII-ITC Centre of Excellence for Sustainable Development; Co-chair, Impact Future Project, Aspire Impact

Board member Columbia Global Center-Mumbai; Center of Excellence for ReNewable Energy at IIT, Delhi; Advisory Council Member to the President of Wellesley College; Governing Council member of the Vedica Scholars Programme for Women.

- (VII) Positions/posts held in the past: Stated above

- (VIII) Directorships held: 6 (ReNew Wind Energy (Jath) Limited, Sivatar Ventures Private Limited, Ramky Enviro Engineers Limited, Wisemore Advisory Private Limited, Art of Charity Organization and Renew Foundation
- (IX) Other ventures: Stated above
- (X) Special achievements: Stated above
- (XI) Business and financial activities: NA



- (XII) Photograph: [Image]
- (XIII) Permanent Accountant Number: BAMPS6756E

(c) Promoter 3: Sivatar Sinha Family Trust Sinha

- (I) Name: Sivatar Sinha Family Trust Sinha
- (II) Date of Birth: NA
- (III) Age: NA
- (XIV) Address: AR1017B, The Aralias DLF Golf Links Gurgaon, Haryana 122009
- (IV) Educational Qualifications: NA
- (V) Experience in the business or employment: NA
- (VI) Positions/posts held in the past: NA
- (VII) Directorships held: NA
- (VIII) Other ventures: NA
- (IX) Special achievements: NA
- (X) Business and financial activities: NA
- (XI) Photograph: NA
- (XII) Permanent Accountant Number: NA

Declaration: The Issuer confirms that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the debentures are proposed to be listed, at the time of filing the draft offer document.

ii. Details of Promoter Holding in the Company as on the latest quarter ended June 30, 2021:-

Sr No	Name of the shareholders	Total No of Equity Shares	No of shares in demat form	Total shareholding as % of total no of equity shares	No of Shares Pledged	% of Shares pledged with respect to shares owned.
1	Sumant Sinha S/o Yashwant Sinha and currently residing at AR1017B, the Aralias, DLF Golf Links Gurgaon 122009, Haryana, India	Nil	Nil	Nil	Nil	Nil
2	Vaishali Nigam Sinha D/o OP Nigam Sinha Sinha and currently residing at AR1017B, the Aralias, DLF Golf Links Gurgaon 122009, Haryana, India	1	1	Negligible	1	100%
3	Sivatar Sinha Family Trust Sinha and currently having address AR1017B, the Aralias, DLF Golf Links Gurgaon 122009, Haryana, India	86,916,947	86,916,947	99.99	86,916,947	100

	Total	86,916,948	86,916,948	100	86,916,948	100%
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- 3** Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for a period of three completed years not older than six months from the date of the placement memorandum or issue opening date and auditor report, with the requisite schedules, footnotes, summary, etc.

Attached as per Annexure A

- 3.1** Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors qualifications, if any*.

NA

* The Issuer undertakes that it shall provide latest Audited or Limited Review Financials in line with timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular no. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009, as amended from time to time , for furnishing / publishing its half yearly/ annual result.

- 3.2** Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities. **Nil**
- 3.3** Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the company: **Nil**.
- 3.4** Details of default and non-payment of statutory dues. **Nil**.

3.5 DEBENTURE TRUSTEE

Axis Trustee Services Limited has agreed to act as the trustee for and on behalf of the Debenture holder(s) *vide* their letter dated August 11, 2021 under regulation 4(4) of the SEBI Debt Listing Regulations and has consented to the inclusion of its name in the form and context in which it appears in this Information Memorandum, Transaction Documents and in all the subsequent periodical communications sent to the Debenture holders. The consent letter of the Debenture Trustee has been provided in **Annexure B**.

3.6 RATING RATIONALE ADOPTED BY THE RATING AGENCIES-

The Company proposes to raise an amount upto Rs. INR 2,060,000,000 (Indian Rupees Two Hundred Six Crores in three tranches by way of issue of Debentures of the face value of Rs. 1,000,000 (Indian Rupees ten lakhs each) on a private placement basis not open for public subscription.

Rating: The Debentures are rated 'CARE BB-' (pronounced as Double BB Minus by CARE Ratings Limited vide their letter dated August 10, 2021).

Please note that the rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agencies have a right to suspend, withdraw the rating at any time on the basis of new information etc.

The rating letter, rating rationale and press release has been provided in **Annexure C**.

** The rating rationale adopted is not older than one year on the date of opening of the issue.*

** Credit rating letter issued is not older than one month on the date of opening of the issue*

- 3.7** If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.

A personal guarantee is being provided by Mr. Sumant Sinha to secure the obligations of the Issuer in connection with the Debentures. In addition, the pledge agreement contains a guarantee from M/s. Cognisa Investment without a detailed payment structure. Copies of such documents are attached as **Annexure I**.

- 3.8** Copy of consent letter from the Debenture Trustee shall be disclosed: Attached as **Annexure B**.

3.9 SECURITY

The Debentures shall have the benefit of security being provided pursuant to the Transaction Documents.

3.10 LISTING

The Issuer shall list the Debentures at the WDM segment of the Bombay Stock Exchange within the timelines set forth in the SEBI Listing Timelines Circular (i.e., within 4 Trading Days from the closure of the Issue) failing which the Issuer shall (i) pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the coupon rate / Yield, from the closure of the issue of the Debentures until the listing of the Debentures is completed. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest and any redemption amounts on the relevant Due Date; and (ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s). The Issuer shall comply with all the listing requirements including payment of listing fee to ensure continued listing of the Debentures during the tenor of the Debentures.

3.11 Other details

A. DRR creation - relevant regulations and applicability.

Subject to applicable laws, the Issuer shall create a Debenture Redemption Reserve (“**DRR**”) as per the provisions of the Companies Act, 2013 and the guidelines issued by the Ministry of Corporate Affairs and SEBI as amended from time to time, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by any government agency having authority under law in respect of creation of DRR, the Issuer shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Trustee. Where applicable, the Issuer shall submit to the Debenture Trustee a certificate duly certified by the auditors or the chartered accountant of the Issuer certifying that the Issuer has transferred a suitable sum to DRR at the beginning of each Financial Year in accordance with the provisions of the Companies Act, 2013.

B. Issue/instrument specific regulations - relevant details (Companies Act, RBI guidelines, etc). The Issuer shall also comply with the following acts/regulations, to the extent applicable as amended from time to time, in relation to the issuance of the Debentures

1. Companies Act, 2013;
2. Companies Act, 1956;
3. Securities Contracts (Regulation) Act, 1956;
4. Companies (Share Capital and Debentures) Rules, 2014;
5. Companies (Prospectus and Allotment of Securities) Rules, 2014;
6. Securities and Exchange Board of India Act, 1992;
7. Depositories Act, 1996;
8. Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time;
9. Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time;
10. the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time; and
11. all other relevant laws (including rules, regulations, clarifications, notifications, directives, circulars as may be issued by the Securities and Exchange Board of India, the Reserve Bank of India and any statutory, regulatory, judicial, quasi judicial authority).

C. Application process.

1. During the period of the Issue, investors can subscribe to the Debentures by completing the application forms for the Debentures in the form prescribed in the private placement offer letter in relation to each tranche of Debentures. The application form should be filled in block letters in English. Application forms must be accompanied by RTGS or NEFT of the amount as intimated by the Arrangers/Issuer and made payable in favor of “Wisemore Advisory Private Limited” and should be crossed “Account Payee only”. No cash will be accepted.

For payments to be made through RTGS, the relevant details are as follows:

Bank Name	Kotak Mahindra Bank
Bank Account No	5745158795
Address	JMD Regent Square Gurgaon, Mehrauli- Gurgaon Rd, DLF Phase 2, Sector 25, Gurugram, Haryana 122002
IFSC Code No	KKBK0000261
SWIFT	KKBKINBB

The payment to be made for subscription of the Debentures shall be made from the bank account of the person subscribing to the Debentures and in case of joint holders, the payment should be made from the bank account of the person, whose name appears first in the application.

D. Regulations applicable to the Issue.

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the notified rules thereunder, the SEBI Listed Debentures Circulars and the applicable guidelines and/or directions issued by the RBI and the SEBI.

- E. Delay in Allotment of Securities : In the event there is any delay in Allotment of the Debentures beyond the deemed allotment date, the Issuer will:
- (i) pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the coupon rate / Yield, from the closure of the issue of the Debentures until the allotment of the Debentures is completed. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest and any redemption amounts on the relevant Due Date;

- F.** Issue Details : issue of upto 2,060 listed, rated, senior, secured, zero-coupon redeemable non-convertible debentures of face value of INR 1,000,000 (each, aggregating upto INR 2,060,000,000) with a yield of 11.48% per annum (the “debentures”) in three series of up to 780 Non-Convertible Debentures aggregating up to INR 780,000,000 (the “series 1 debentures”), up to 700 non-convertible debentures aggregating up to INR 700,000,000 (the “series 2 debentures”) and up to 580 non-convertible debentures aggregating up to INR 580,000,000 (the “series 3 debentures”), on a private placement basis
- G.** Disclosure prescribed under PAS-4 of Companies (Prospectus and Allotment of Securities) Rules, 2014 : **Refer Section IV of this Information Memorandum**
- H.** Project Details: NA

3.12 UNDERTAKING OF THE ISSUER

The assets on which charge is created are free from any encumbrances except where any such assets are already charged to secure a debt, in which case the permissions or consent to create second or *pari passu* charge on the assets of the issuer have been obtained from the earlier creditor. A copy of the consent letter is attached as **Annexure J**.

3.13 DETAILS OF THE ISSUE

Security Name	11.48% WAPL Zero Coupon NCDs 23/11/2022 (“Series 1”) 11.48% WAPL Zero Coupon NCDs 23/11/2023 (“Series 2”) 11.48% WAPL Zero Coupon NCDs 23/11/2024 (“Series 3”)
Issuer / Company	Wisemore Advisory Private Limited
Obligors	The Company, M/s Cognisa Investment and Sumant Sinha
Type of Instrument	Redeemable, listed, secured, rated, zero coupon, non-convertible debentures, to be issued in three series
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors (The class or classes of persons to whom the allotment is proposed to be made)	(a) Mutual Funds; (b) Banks; (c) Financial Institutions and Non-Banking Finance Companies; (d) Corporate; (e) Provident Funds and Pension Funds; (f) Insurance Companies; (g) FPIs; and (h) Any other person eligible to invest in the Debentures
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required

	<p>under Applicable Law and obtain the listing of the Debentures within the timelines prescribed under SEBI regulations (“Listing Period”).</p> <p>(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(c) The Issuer shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not downgraded or withdrawn throughout the tenor of the Debentures.</p> <p>(d) The Issuer agrees and undertakes that as and when required by the Debenture Holders, it shall obtain an additional credit rating for the Issue from any credit rating agency registered with/accredited by SEBI. The Issuer shall ensure and procure that such rating is at least equivalent to the initial rating.</p> <p>(e) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will:</p> <p>(i) pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the coupon rate / Yield, from the closure of the issue of the Debentures until the listing of the Debentures is completed. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest and any redemption amounts on the relevant Due Date; and</p> <p>(ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).</p> <p>[(f) In the event the Debentures are delisted and remain delisted for a continuous period of 1 (one) month, the Issuer will pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the coupon rate /</p>
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	<p>Yield on the outstanding principal amounts, which interest will be calculated from the Deemed Date of Allotment and until the Debentures are listed on the wholesale debt market segment of the BSE. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest and any redemption amounts on the relevant Due Date.</p> <p>(h) The delisting of the Debentures is also an Event of Default, and will permit the Debenture Trustee (acting on the instructions of the relevant Debenture Holders) to take the relevant actions described in the Debenture Trust Deed, including declaring the Debentures immediately due and payable and enforcing the security.</p>
Rating of the Instrument	CARE BB-
Issue Size	Rs. 2,060,000,000, in three series of Rs.78,00,00,000 (Rupees Seventy Eight Crores) (i.e. the Series 1 Debentures), Rs. 70,00,00,000 (Rupees Seventy Crores only) (i.e. the Series 2 Debentures) and Rs.58,00,00,000 (Rupees Fifty Eight Crores only) (i.e. the Series 3 Debentures)
Minimum subscription	90% of the total issue size
Option to retain oversubscription (Amount)	NA
Objects of the Issue /Purpose for which there is a requirement for funds	To redeem a portion of the existing rated, listed, redeemable non-convertible debentures of face value of INR 10,000 each aggregating to INR 4,900,000,000 (the “ Existing NCDs ”) issued by the Company pursuant to the debenture trust deed dated January 6, 2021 executed between the Company and Axis Trustee Services Limited (including any interest and other amounts accrued thereon) within 5 Business Day from the Deemed Date of Allotment.
Details of the utilization of the Proceeds	100% of the issue proceeds will be used to redeem a portion of the Existing NCDs within 5 Business Days from the Deemed Date of Allotment and payment of all outstanding costs, fees and expenses in relation to the Issue.
Coupon Rate	NA
Step Up/Step Down Coupon Rate	NA
Coupon Payment Frequency	NA

Coupon payment dates	NA
Coupon Type	NA
Yield	11.48 % per annum, to be revised in accordance with the provisions of the Debenture Trust Deed.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	NA
Day Count Basis	Actual/Actual
Interest on Application Money	Nil
Default Interest Rate	In accordance with SEBI regulations, in case of any default by the Issuer in payment of any interest and/or principal amounts in respect of the Debentures on the relevant due dates (" Payment Non-Compliance "), an additional interest of 2% (two percent) per annum over the applicable Yield shall be payable by the Issuer from the date of the occurrence of the Payment Non-Compliance until the Payment Non-Compliance is cured to the satisfaction of the Debenture Holders or the Secured Debt are repaid (whichever is earlier).
Tenor	For the Series 1 Debentures: 15 months from the Deemed Date of Allotment For the Series 2 Debentures: 27 months from the Deemed Date of Allotment For the Series 3 Debentures: 39 months from the Deemed Date of Allotment
Redemption Date	For the Series 1 Debentures: 23-11-2022 For the Series 2 Debentures: 23-11-2023 For the Series 3 Debentures: 23-11-2024
Redemption Amount	The sum of (a) the nominal value of the Debentures, and (b) the Accrued Premium (as defined in the Debenture Trust Deed)
Redemption Premium /Discount	In respect of a Debenture, an amount which will result in the internal rate of return received by the relevant Debenture holder on the outstanding nominal value of that Debenture being equal to the Yield
Issue Price	100% (total issue price: Rs.78,00,00,000 (Rupees Seventy Eight Crores) (i.e. the Series 1 Debentures), Rs. 70,00,00,000 (Rupees Seventy Crores only) (i.e. the Series 2 Debentures) and Rs. 58,00,00,000 (Rupees Fifty Eight Crores only) (i.e. the Series 3 Debentures)
Put Date	NA
Put Price	NA
Call Date	The Issuer has the option to redeem in full or in part (in one or more tranches) the

	Debentures by delivering a notice in writing to the Debenture Trustee and the Debenture Holders at least 5 Business Days prior to the relevant optional redemption date. The exercise of option to redeem is subject to applicable law.
Call Price	As set out in the Transaction Documents.
Put Notification Time	NA
Call Notification Time	At least 5 Business Days prior to the relevant optional redemption date.
Face Value	INR 10 lakhs per Debenture
Minimum Application and in multiples of Debt securities thereafter	Application shall be made for a minimum amount of 1 Debentures and in multiples of 1 Debentures thereafter.
Issue Timing	
1. Issue Opening Date	20 August 2021
2. Issue Closing Date	20 August 2021
3. Date of earliest closing of the issue, if any	20 August 2021
4. Pay-in Date	23 August 2021
5. Deemed Date of Allotment	23 August 2021
Issuance mode of the Instrument	Demat only, Private Placement
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar.
Depository	NSDL
Debenture Trustee	<p>The Issuer has received the consent of Axis Trustee Services Limited, to act as the Debenture Trustee on behalf of the Debenture Holders. The Debenture Trustee consent letter is attached hereto as Annexure B.</p> <p>The Debenture Trustee has been appointed pursuant to the Debenture Trustee Agreement. The terms of the Debenture Trustee Agreement are typical to the transactions of such nature and are in compliance with the requirements of Applicable Law. The fee charged by the Debenture Trustee shall be as specified in fee letter.</p>
Business Day Convention	As mentioned in Part 1 of Annexure M

Record Date	2 Business Days prior to each redemption date
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As mentioned in Part 2 of Annexure M
Early redemption	As mentioned in Part 3 of Annexure M
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum	<p>The Debentures shall be secured by:</p> <p>(a) a second ranking pledge created over equity shares of ReNew Power Private Limited (“RPPL”) held by the Issuer and M/s Cognisa Investment (which will become a first ranking pledge upon the release of first ranking charge by the existing debenture holders, in accordance with the terms of the Transaction Documents);</p> <p>(b) a first ranking exclusive charge over (i) the Company’s present and future rights, title, interest and benefits in an identified INR denominated bank account of the Company and each Rupee denominated fixed term deposit account opened and maintained/ to be opened and maintained in the name of the Company with the Account Bank and all amounts standing to the credit of such accounts; and (ii) all rights of the Company under the registration rights, coordination and put option agreement executed/ to be executed among the Company, M/s. Cognisa Investment, Mr. Sumant Sinha, Renew Energy Global PLC, ReNew Power Private Limited, RMG Sponsor II, LLC, GS Wyvern Holdings Limited, Canada Pension Plan Investment Board, Platinum Hawk C 2019 RSC Limited, SACEF India and JERA Power RN B.V. (the “Registration Rights Agreement”) excluding such rights that are not permitted to be secured under Section 8.02 thereof, and all monies receivable by the Company pursuant to or under the Registration Rights Agreement; and</p> <p>(c) a first ranking exclusive charge over (i) Cognisa’s present and future</p>

	<p>rights, title, interest and benefits in an identified INR denominated bank account of Cognisa and each Rupee denominated fixed term deposit account opened and maintained/ to be opened and maintained in the name of the Cognisa with the Account Bank and all amounts standing to the credit of such accounts; and (ii) all rights of Cognisa under the Registration Rights Agreement excluding such rights that are not permitted to be secured under Section 8.02 thereof, and all monies receivable by Cognisa pursuant to or under the Registration Rights Agreement.</p> <p>The Debentures shall be guaranteed by M/s Cognisa Investments and (in the manner and to the extent provided in the Transaction Documents) Mr. Sumant Sinha.</p> <p>The security described above shall be created prior to the Deemed Date of Allotment.</p> <p>The assets on which charge or security has been created to meet the hundred percent security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create first, second or <i>pari passu</i> charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.</p> <p>For details of the security cover and top up, please see Part 9 of Annexure M.</p>
Transaction Documents	<p>(a) the Debenture Trust Deed;</p> <p>(b) the debenture trustee agreement;</p> <p>(c) the common security trustee agreement;</p> <p>(d) the pledge agreement for creation of pledge over shares of RPPL, which shall also include the guarantee by Cognisa;</p> <p>(e) each power of attorney in respect of the aforesaid pledge agreement;</p>

	<p>(f) the deed of hypothecation in relation to creation of security over the relevant assets of Issuer;</p> <p>(g) the power of attorney in respect of the deed of hypothecation in relation to creation of security over the relevant assets of Issuer;</p> <p>(h) the deed of hypothecation in relation to creation of security over the relevant assets of M/s Cognisa Investments;</p> <p>(i) the power of attorney in respect of the aforesaid deed of hypothecation in relation to creation of security over the relevant assets of M/s Cognisa Investments;</p> <p>(j) any deed of guarantee executed by Sumant Sinha;</p> <p>(k) the Information Memorandum;</p> <p>(l) any fee letter entered into with the Common Security Trustee;</p> <p>(m) any fee letter entered into with the Debenture Trustee or any arranger; and</p> <p>(n) any other document that may be mutually designated as a Transaction Document by the Debenture Trustee and the Issuer or the respective obligor.</p>
Conditions Precedent to Disbursement	As mentioned in Part 4 of Annexure M
Condition Subsequent to Disbursement	As mentioned in Part 5 of Annexure M
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	As mentioned in Part 6 of Annexure M
Creation of recovery expense fund	The Issuer hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI regulations, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under SEBI regulations
Conditions for breach of covenants (as specified in Debenture Trust Deed)	As mentioned in Part 7 of Annexure M
Provisions related to Cross Default Clause	(a) If: (i) any financial indebtedness of an Obligor is not paid when due nor within any originally applicable grace period; (ii) any financial indebtedness of an Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a

	<p>result of any actual or potential default, event of default, or any similar event (however described); (iii) any financial indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity or any commitment for any financial indebtedness of any Obligor is cancelled or suspended by a creditor of such Obligor, in each case, as a result of any actual or potential default, event of default, or any similar event (however described); (iv) any creditor of an Obligor becomes entitled to declare any financial indebtedness of an Obligor due and payable prior to its specified maturity, as a result of any actual or potential default, event of default, or any similar event (however described); or (v) an event of default (howsoever described) occurs under any financial indebtedness of any Obligor, except (in each case) if the event is capable of remedy, and is remedied within 7 days of its occurrence.</p> <p>(b) If: (i) any indebtedness of RPPL or any of its subsidiaries (together, the “Relevant Group Entities”) having an outstanding principal amount of INR 550,00,00,000 or more is declared to be due prior to its stated maturity; (ii) any Relevant Group Entity fails to make a principal payment when due (after giving effect to any originally applicable grace period) in respect of any indebtedness having an outstanding principal amount of INR 550,00,00,000; or (iii) any financial indebtedness of Renew Energy Global PLC (“Renew Global”) (I) in the form of guarantees provided in connection with indebtedness incurred by any person, the proceeds of which are directly or indirectly utilised for the Permitted Business, or (II) that is utilised for the purpose of making funds (by way of debt, equity or otherwise) available to the Relevant Group Entities that are utilised in connection with the Permitted Business undertaken by or through any Relevant Group Entity in India, (III) that is utilised for hedging of any debt incurred by Renew Global that is otherwise permitted to be incurred by Renew Global; (IV) for an amount not exceeding</p>
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	<p>USD 10,000,000 in each financial year, that is utilised for meeting the general corporate or working capital requirements of Renew Global, provided that such financial indebtedness is unsecured; or (V) that is utilised for refinancing of Financial Indebtedness that has been utilised by the Relevant Group Entities in connection with the Permitted Business, in each case having an outstanding principal amount of INR 550,00,00,000 or more, is not paid when due nor within any originally applicable grace period.</p> <p>(c) Subject to para (b)(iii) above, if: (i) any financial indebtedness of Renew Global is not paid when due nor within any originally applicable grace period; (ii) any financial indebtedness of Renew Global is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual or potential default, event of default, or any similar event (however described); (iii) any financial indebtedness of Renew Global is declared to be or otherwise becomes due and payable prior to its specified maturity or any commitment for any financial indebtedness of Renew Global is cancelled or suspended by a creditor of Renew Global, in each case, as a result of any actual or potential default, event of default, or any similar event (however described); (iv) any creditor of Renew Global becomes entitled to declare any financial indebtedness of Renew Global due and payable prior to its specified maturity, as a result of any actual or potential default, event of default, or any similar event (however described); or (v) an event of default (howsoever described) occurs under any financial indebtedness of Renew Global. This para (c) does not apply to any financial indebtedness of Renew Global that is subject of para (b)(iii) above.</p> <p>“Permitted Business” means any business, service or activity engaged in by RPPL or any Relevant Group Entity on the Deemed Date of Allotment and any other businesses, services or activities that are related, complementary,</p>
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	<p>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 as well as any business, service or activity engaged in by RPPL or any Relevant Group Entity in relation to electric vehicles and the storage of electricity.</p>
Tax deduction	<p>All payments to be made by the Issuer to the Debenture holders and the debenture trustee (the “Secured Parties”) under or in connection with the Debentures or a Transaction Document shall be made free and clear of and without any tax deduction, unless the Issuer is required to make a tax deduction under the Income Tax Act, 1961 in which case the sum payable by the Issuer to any Debenture Holder not resident in India shall be increased to the extent necessary to ensure that the Debenture Holder concerned receives a sum, net of any tax deduction, equal to the sum which it would have received if no tax deduction had been required.</p> <p>The Issuer shall promptly upon becoming aware that it must make a tax deduction (or that there is any change in the rate or the basis of a tax deduction) notify the Debenture Trustee and each Debenture Holder accordingly.</p> <p>If the Issuer is required to make a tax deduction, it shall make that tax deduction and any payment required in connection with that tax deduction within the time prescribed by applicable law.</p>
Role and Responsibilities of Debenture Trustee including fees charged by Debenture Trustees(s), details of security to be created and process of due diligence carried out by the Debenture Trustee	As mentioned in Part 8 of Annexure M.
Risk factors pertaining to the issue	Please refer to Section 1 of this Information Memorandum
Governing Law and Jurisdiction	India and courts of Delhi
SEBI Electronic Book Mechanism Guidelines	The final subscription to the Debentures shall be made by the Eligible Investors through the

	<p>electronic book mechanism as prescribed by SEBI under the SEBI Electronic Book Mechanism Guidelines by placing bids on the electronic book platform during the Issue period.</p> <p>Minimum Bid Lot: 1 Debentures</p> <p>Manner of bidding: Open Bidding</p> <p>Bidding Type: Fixed Price</p> <p>Manner of Allotment: Uniform yield allotment</p> <p>Manner of Settlement: The settlement of the Issue will be done through ICCL</p> <p>The Designated Bank Accounts of ICCL are as under:</p> <p>ICICI Bank :</p> <p>Beneficiary Name: INDIAN CLEARING CORPORATION LTD</p> <p>Account Number: ICCLEB</p> <p>IFSC Code : ICIC0000106</p> <p>Mode: NEFT/RTGS</p> <p>YES Bank :</p> <p>Beneficiary Name: INDIAN CLEARING CORPORATION LTD</p> <p>Account Number: ICCLEB</p> <p>IFSC Code : YESB0CMSNOC</p> <p>Mode: NEFT/RTGS</p> <p>HDFC Bank</p> <p>Beneficiary Name: INDIAN CLEARING CORPORATION LTD</p> <p>Account Number: ICCLEB</p> <p>IFSC Code : HDFC0000060</p> <p>Mode: NEFT/RTGS</p> <p>Settlement Cycle: T+1 (T= Bidding date i.e. 20 August, 2021)</p>
Additional Disclosures (Delay in Listing)	<p>(a) In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will:</p> <p>(i) pay to the Debenture Holders, penal interest of 2% (two percent) per annum over</p>

	<p>the coupon rate / Yield, from the closure of the issue of the Debentures until the listing of the Debentures is completed. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest and any redemption amounts on the relevant Due Date; and</p> <p>(ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).</p> <p>(b) In the event the Debentures are delisted and remain delisted for a continuous period of 1 (one) month, the Issuer will pay to the Debenture Holders, penal interest of 2% (two percent) per annum over the coupon rate / Yield on the outstanding principal amounts, which interest will be calculated from the Deemed Date of Allotment and until the Debentures are listed on the wholesale debt market segment of the BSE. Such amounts shall be determined separately with reference to the abovementioned incremental rate and paid in addition to the interest and any redemption amounts on the relevant Due Date.</p> <p>(c) The delisting of the Debentures is also an Event of Default, and will permit the Debenture Trustee (acting on the instructions of the relevant Debenture Holders) to take the relevant actions described in the Debenture Trust Deed, including declaring the Debentures immediately due and payable and enforcing the security.</p>
Additional Disclosures (Default in Payment)	<p>In accordance with SEBI regulations, in case of any default by the Issuer in payment of any interest and/or principal amounts in respect of the Debentures on the relevant Due Dates ("Payment Non-Compliance"), an additional interest of 2% (two percent) per annum over the applicable coupon rate / Yield shall be payable by the Issuer from the date of the occurrence of the Payment Non-Compliance until the Payment Non- Compliance is cured</p>

	or the Secured Debentures are repaid (whichever is earlier).
Delay in execution of the Debenture Trust Deed	If the Company fails to execute the Debenture Trust Deed within the period specified under the SECI (Issue and Listing of Non-Convertible Securities), 2021, the Company shall pay interest of at least two percent per annum or such other rate, as specified by the Board to the holder of the Debentures, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.

Notes:

1. *If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.*
2. *The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.*
3. *The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.*
4. *While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.*
6. *The penal interest rates mentioned above as payable by the Issuer are independent of each other*
7. *Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.*

3.14 DISCLOSURES IN TERMS OF SEBI SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 03, 2020

- (a) The Debentures shall be considered as secured only if the charged asset is registered with sub-registrar and registrar of companies or CERSAI or depository, etc., as applicable, or is independently verifiable by debenture trustee.

Terms and conditions of the Debenture Trustee Agreement

(b) Fees charged by Debenture Trustee

The Debenture Trustee has agreed for a lumpsum fee amounting to 270,000 and annual charges of 4,05,000 (Plus the applicable taxes) for the services as agreed in terms of the offer letter dated August 11, 2021

(c) Terms of carrying out due diligence

- (1) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the prospectus and the applicable laws, has been obtained;
- (2) The Company shall provide all assistance to the Debenture Trustee to enable verification from the registrar of companies, sub-registrar of assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be relevant, where the assets and/or encumbrances in relation to the assets of the Company or any third party security provider are registered / disclosed;
- (3) The Debenture Trustee shall have the power to either independently appoint, or direct our Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee and the Debenture Trustee shall subsequently form an independent assessment that the assets for creation of security are sufficient to discharge the outstanding amounts on Debentures at all times. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by our Company;
- (4) The Company has undertaken to promptly furnish all and any information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of the applicable laws and the Debenture Trust Deed on a regular basis;
- (5) The Debenture Trustee, ipso facto does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the NCDs.

(d) Other confirmations

The Debenture Trustee has confirmed that they have undertaken the necessary due diligence in accordance with Applicable Law including the SEBI (Debenture Trustees) Regulations, 1993, read with the SEBI circulars titled “Creation of Security in issuance of listed debt securities and ‘due diligence’ by debenture trustee(s)” dated November 3, 2020. Please see Annexure K for their diligence letter.

3.15 MATERIAL CONTRACTS AND AGREEMENTS

Set out below is the statement containing particulars of, dates of, and parties to all material contracts and agreements of the Company

- Memorandum & Articles of Association
- Credit Rating Letter dated August 11, 2021 from CARE Ratings Limited.

- Consent from Axis Trustee Services Limited to act as trustee vide their Letter dated August 11, 2021.
- Consent of KFin Technologies Private Limited to act as Registrar and Transfer Agent vide their Letter dated August 11, 2021.
- Audited Annual reports for the last 3 years starting from FY 2018-19
- Certified true copy of resolution dated August 5, 2021, of the Board of Directors under section 179 of the Companies Act.
- List of authorized signatories under the resolution set out above
- Amended and Restated Inter-se Lender and Investors Agreement dated April 2, 2019 entered into by and between the certain existing shareholders of ReNew Power Private Limited, Axis Trustee Services Limited (as the debenture trustee for holders of certain other debentures issued by the Issuer), the Issuer, Sumant Sinha, ReNew Power Private Limited and Cognisa Investments
- Shareholders Agreement dated April 18, 2020 entered into by and between the Company, GS Wyvern Holdings Limited, Canada Pension Plan Investment Board, GEF SACEF India, Mr. Sumant Sinha, Cognisa Investment, Green Rock B 2014 Limited, ReNew Power Private Limited and JERA Power RN B.V
- the Debenture Trust Deed, the Debenture Trustee Agreement, pledge agreement and other documents pertaining to issuance of debentures to the existing debentureholders.

The above material documents and contracts are available for inspection between 10.00 am to 5.00 pm on all working days at the registered office of the Company as mentioned below:

Registered Office: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009

3.16 INCONSISTENCY/REPUGNANCE

In the event of any inconsistency between this Information Memorandum and the other Transaction Documents, the provisions of the Debenture Trust Deed shall prevail.

3.17 AN ILLUSTRATION FOR CASH FLOW STATEMENT AS PER SEBI CIRCULAR CIR/IMD/DF/18/2013 DATED OCTOBER 29, 2013

Illustration of Bond Cash Flows to be shown in the Information Memorandum	
Company	Wisemore Advisory Private Limited
Face Value (per Security)	1,000,000
Issue Date/Deemed Date of Allotment	August 23, 2021
Redemption Date	For the Series 1 Debentures: 23-11-2022 For the Series 2 Debentures: 23-11-2023 For the Series 3 Debentures: 23-11-2024
Tenor	For the Series 1 Debentures: 15 months For the Series 2 Debentures: 27 months For the Series 3 Debentures: 39 months

Coupon Rate	NA
Frequency of the Interest Payment with specified dates	Yield to be paid at the time of redemption of Debentures
Day Count Convention	Actual/ Actual

(in INR Cr.)

Date	Opening	Accrued Premium	Closing Principal	Cashflows to investor
20-Aug-21			206.0	-203.9
20-Nov-22	203.9	31.1	235.0	89.4
20-Nov-23	145.7	17.5	163.1	89.4
20-Nov-24	73.7	8.8	82.6	82.6

SECTION 3 : DISCLOSURES PERTAINING TO WILFUL DEFAULT

(1) In case of listing of debt securities made on private placement, the following disclosures shall be made:

- Name of the bank declaring the entity as a wilful defaulter: NA
- The year in which the entity is declared as a wilful defaulter: NA
- Outstanding amount when the entity is declared as a wilful defaulter: NA
- Name of the entity declared as a wilful defaulter: NA
- Steps taken, if any, for the removal from the list of wilful defaulters: NA
- Other disclosures, as deemed fit by the issuer in order to enable investors to take informed decisions: NA
- Any other disclosure as specified by the Board: NA

(2) We confirm that that the Issuer or any of its promoters or directors has not been declared as a Wilful Defaulter under the applicable laws.

SECTION 4 : ADDITIONAL DISCLOSURES AS PER THE COMPANIES ACT

5.1 Name, address, website and other contact details of the Company, indicating both registered office and the corporate office:

Wisemore Advisory Private Limited
CIN: U74999HR2017PTC085774
Registered and Corporate Office: AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009
Tel: +91 124-4241018
Fax: NA
Contact Person: Mr. Sumant Sinha

Website: <http://www.wisemore.in>
E-Mail: sumant@renewpower.in

5.2 Date of Incorporation of the Company: 10th January 2017

5.3 Business carried on by the Company and its subsidiaries with the details of branches or units, if any;

The Issuer intends to act as financial consultant, management consultant, and further provide advice, services, consultancy in various fields, including general administrative, secretarial, commercial, financial legal, economic, labour, industrial, public relations, scientific, technical, direct and indirect taxation and other levies, statistical, accountancy, quality control and data processing.

The Company doesn't have any subsidiary.

5.4 Brief particulars of the management of the Company:

Name, Designation	Age	Address
Vaishali Nigam Sinha, Managing Director 02299472	50	AR1017B, The Aralias DLF Golf Links Gurgaon Gurgaon 122009 Haryana
Sumant Sinha, Director, 00972012	55	AR1017B, The Aralias DLF Golf Links Gurgaon Gurgaon 122009 Haryana

5.5 Name, address, DIN and occupations of the directors:

Name, Designation and DIN	Age	Address	Director of the Company since	Occupation
Vaishali Nigam Sinha, Managing Director 02299472	50	AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009 IN	10 th January 2017	Service
Sumant Sinha, Director, 00972012	55	AR1017B, The Aralias DLF Golf Links Gurgaon Haryana 122009 IN	10 th January 2017	Service

5.6 Management perception of Risk Factors: Please refer to Section 1 of this Information Memorandum

5.7 Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:

Statutory Dues: Nil

Debtenture and interest thereon: Nil
 Deposits and interest thereon: Nil
 Loans from banks and financial institutions and interest thereon: Nil

5.8 Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:

Name: Kanika
 Designation: Company Secretary
 Address: 704- Ganpati Co-operative Society, Sector 56, Gurgaon- 122002
 Phone No.: +91-7042288558
 Email: kanika9takkair@gmail.com

5.9 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder - Nil

5.10 Particulars of the Offer:

Financial position of the Company for the last 3 financial years	Set out under Annexure A
Date of passing of Board Resolution	August 5, 2021
Date of passing of resolution in general meeting, authorizing the offer of securities	August 5, 2021
Kind of securities offered (i.e. whether share or debentures) and class of security; the total number of shares or other securities to be issued.	Up to 2060 Listed, rated, senior, secured, redeemable, zero-coupon non-convertible debentures of face value of INR 1,000,000 (Indian Rupees Ten Lacs Only) each, up to INR 2,06,000,000 (Indian Rupees Two Hundred Six crores only) in three series of up to 780 non-convertible debentures aggregating up to INR 780,000,000 (the “series 1 debentures”), up to 700 non-convertible debentures aggregating up to INR 700,000,000 (the “series 2 debentures”) and up to 580 non-convertible debentures aggregating up to INR 580,000,000 (the “series 3 debentures”)
Price at which the security is being offered, including premium if any, along with justification of the price	INR 1,000,000 (Indian Rupees Ten Lacs Only) Each
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer;	Not Applicable as proposed issuance is for non-convertible debentures
Relevant date with reference to which the price has been arrived at	Not Applicable as proposed issuance is for non-convertible debentures.

[Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held]									
The class or classes of persons to whom the allotment is proposed to be made	(a) Mutual Funds; (b) Banks; (c) Financial Institutions and Non-Banking Finance Companies; (d) Corporate; (e) Provident Funds and Pension Funds; (f) Insurance Companies; (g) FPIs; and (h) Any other person eligible to invest in the Debentures								
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	Not Applicable as proposed issuance is for non-convertible debentures.								
The proposed time within which the allotment shall be completed	1 days								
The names of the proposed allottees and the percentage of post private placement capital that may be held by them	Not applicable as the proposed issuance is for non-convertible debentures.								
The change in control, if any, in the company that would occur consequent to the private placement	As this is an Issue of NCDs, there is no change in control								
The number of persons to whom allotment on preferential basis/ private placement/ rights issue has already been made during the year, in terms of securities as well as price	Nil								
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable								
Amount, which the Company intends to raise by way of securities	INR 2,06,000,000 (Indian Rupees Two Hundred Six crores only) in three series								
Terms of raising of securities: **	<table> <tr> <td>Duration, if applicable:</td><td>3 years</td></tr> <tr> <td>Coupon</td><td>NA</td></tr> <tr> <td>Mode of Payment</td><td>cheque(s)/ draft(s)/ transfers/RTGS</td></tr> <tr> <td>Mode of Repayment</td><td>cheque(s)/ draft(s)/ transfers/RTGS</td></tr> </table>	Duration, if applicable:	3 years	Coupon	NA	Mode of Payment	cheque(s)/ draft(s)/ transfers/RTGS	Mode of Repayment	cheque(s)/ draft(s)/ transfers/RTGS
Duration, if applicable:	3 years								
Coupon	NA								
Mode of Payment	cheque(s)/ draft(s)/ transfers/RTGS								
Mode of Repayment	cheque(s)/ draft(s)/ transfers/RTGS								

Proposed time schedule for which the Issue is valid	Please refer to the 'Definitions and Abbreviations' section of this Information Memorandum
Purpose and objects of the Issue	Please refer to section "Objects of the Issue" of Section 2.20 (<i>Details of the Issue</i>) of this Information Memorandum
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of the object	Not Applicable
Principal terms of assets charged as security	Please refer to the section " <i>Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)</i> " in Section 2.20 (<i>Details of the Issue</i>) of this Information Memorandum
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	Nil

The pre-issue and post-issue shareholding pattern of the Company in the following format:

Sr. No.	Category	Pre-issue		Post-issue	
		No. of shares held	% of share holding	No. of shares held	% of share holding
A	Promoters Holding				
	Indian				
	Individual	5592761	6.43	5592761	6.43
	Bodies Corporate	-	-	-	-
	Others (Trust)	81324187	93.57	81324187	93.57
	Sub-total	86916948	100	86916948	100
2.	Foreign Promoters	-	-	-	-

	Sub-total (A)	86916948	100	86916948	100
B	Non Promoters Holding				
1.	Institutional Investor	-	-	-	-
2	Non-Institutional Investor	-	-	-	-
	Private Corporate Bodies	-	-	-	-
	Directors and Relatives	-	-	-	-
	Indian public	-	-	-	-
	Others (including non-resident Indians)	-	-	-	-
	Sub-total (B)	-	-	-	-
	Grand Total	86916948	100	86916948	100

**5.11 Mode of payment for subscription (Cheque/ Demand Draft/ other banking channels):
cheque(s)/draft(s)/transfers/RTGS**

5.12 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons	Nil
Details of any litigation or legal action pending or taken by any Ministry or	Nil

Department of the Government or a statutory authority against any Promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this Information Memorandum and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	
Remuneration of directors (during the current year and last 3 (three) financial years)	Nil
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this Information Memorandum including with regard to loans made or, guarantees given or securities provided	As per Annexure H
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this Information Memorandum and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	Nil

Details of any inquiry, inspections or investigations initiated or conducted under the Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this Information Memorandum in the case of the Company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this Information Memorandum and if so, section-wise details thereof for the Company and all of its subsidiaries	Nil
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	. Nil

5.13 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Please refer to section 2.3 (i) of this Information Memorandum
Size of the present issue	INR 2,06,000,000 (Indian Rupees Two Hundred Six crores only) in three series of up 780 non-convertible debentures aggregating up to INR 780,000,000 (the Series 1 Debentures), up to 700 non-convertible debentures aggregating up to INR 700,000,000 (the Series 2 Debentures)

	and up to 580 non-convertible debentures aggregating up to INR 580,000,000 (the Series 3 Debentures)				
Paid-up Capital: a. After the offer: b. After the conversion of Convertible Instruments (if applicable)	This issuance of Debentures will not alter the paid-up capital of the Issuer				
Share Premium Account: a. Before the offer: b. After the offer:					
Details of the existing share capital of the Issuer (including details of allotments in last 1 year):					
Date of Allotment	Number of Shares Allotted	Face Value of Shares Allotted	Price of Shares Allotted	Form of Consideration (Cash / Kind)	
January 10, 2017	10,000	10	100,000	Cash	
Total	10,000	10	100,000		
Details of allotments made by the Company for consideration other than cash					
S.No.	Date of Allotment	No. of Shares	Face Value of Shares (Amount in Rs.)	Price (Amount in Rs.)	Details of Consideration
1.	March 30, 2017	14,980,916	10	149,809,160	Other than Cash
2.	March 31, 2017	66,343,271	10	663,432,710	Other than Cash
3.	16th March, 2020	55,82,761	10	55,827,610	Other than Cash
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation	Parameters	FY 2020-21	FY 2019-20	FY 2018-19	
	PBT	-682,855	-6,47,929.00	-5,50,812.00	
	Tax	-	-	-	
	PAT	-682,855	-6,47,929.00	-5,50,812.00	

of this Information Memorandum	
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)	Nil
A columnar representation of the audited financial statements and summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Information Memorandum together with the audit report	Set out under Annexure A
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Information Memorandum	Set out under Annexure D
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	Nil

5.14 Declaration by the Director

Declaration by the Director of the Issuer as set out in **Annexure E**

ANNEXURE A

AUDITED FINANCIAL STATEMENTS AND AUDIT REPORT FOR LAST THREE YEARS

ANNEXURE B

CONSENT LETTER FROM DEBENTURE TRUSTEE

ANNEXURE C

RATING LETTER AND RATING RATIONALE AND PRESS RELEASE

ANNEXURE D
AUDITED CASH FLOW STATEMENTS FOR LAST THREE YEARS


ANNEXURE E
DECLARATION OF DIRECTOR

The Issuer and each of the directors of the Issuer hereby confirm and declare that:

- a. the Issuer has complied with the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder;
- b. the compliance with the Act and the rules does not imply that payment of dividend or interest or premium or repayment of Debentures, if applicable, is guaranteed by the Central Government;
- c. the monies received under the Issue shall be used only for the purposes and objects indicated in the Information Memorandum; and
- d. the permanent account number, aadhaar number, driving license number, bank account number(s) and passport number of the promoters and permanent account number of directors have been submitted to the stock exchanges on which the non- convertible securities are proposed to be listed, at the time of filing the draft offer document.

I am authorized by the Board of Directors of the Issuer vide resolution number 4 dated August 5, 2021 to sign this Information Memorandum and declare that all the requirements of Companies Act, 2013 and the applicable rules made thereunder, and the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (each as amended from time to time) in respect of the subject matter of this Information Memorandum and matters incidental thereto have been complied with. Whatever is stated in this Information Memorandum and the attachments thereto is true, correct and complete and no information material to the subject matter of this Information Memorandum has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Information Memorandum.

SIGNED AND DELIVERED


Sumant Sinha
Director

Place: Gurgaon

Date : **20th August 2021**

ANNEXURE F

COPY OF BOARD AND SHAREHOLDERS RESOLUTION

ANNEXURE G
APPLICATION FORM

ANNEXURE H

RELATED PARTY TRANSACTIONS (FY 2017-18, 2018-19 and 2019-20)

Transactions with related parties

(Rs. In
Thousands)

Nature of transaction	Year ended	Year ended	Year ended
	31st March 2021	31st March 2020	31st March 2019
Sumant Sinha			
Issue of equity shares		55,828	-
Unsecured loan taken	-	-	7
Unsecured loan repaid in cash	191	-	1,307
Acquisition of equity shares of other body corporate	-	-	764,005
Purchase consideration paid	19,809		

ANNEXURE I
GUARANTEES

ANNEXURE J

CONSENT LETTER FROM HOLDERS OF EXISTING NCDS

ANNEXURE K
DEBENTURE TRUSTEE CERTIFICATE

ANNEXURE L

DISCLOSURES PURSUANT TO THE SEBI DUE DILIGENCE CIRCULAR

(a) Details of assets, movable property and immovable property on which charge is proposed to be created

- A second ranking pledge over equity shares of ReNew Power Private Limited (“**RPPL**”) held by the Issuer and M/s Cognisa Investment (which will become a first ranking pledge upon the release of first ranking charge by the existing debenture holders, in accordance with the terms of the Transaction Documents).
- a first ranking exclusive charge over (i) the Company’s present and future rights, title, interest and benefits in an identified INR denominated bank account of the Company and each Rupee denominated fixed term deposit account opened and maintained/ to be opened and maintained in the name of the Company with the Account Bank and all amounts standing to the credit of such accounts; and (ii) all rights of the Company under the Registration Rights Agreement excluding such rights that are not permitted to be secured under Section 8.02 thereof, and all monies receivable by the Company pursuant to or under the Registration Rights Agreement; and
- a first ranking exclusive charge over (i) the Cognisa’s present and future rights, title, interest and benefits in an identified INR denominated bank account of Cognisa and each Rupee denominated fixed term deposit account opened and maintained/ to be opened and maintained in the name of the Cognisa with the Account Bank and all amounts standing to the credit of such accounts; and (ii) all rights of Cognisa under the Registration Rights Agreement excluding such rights that are not permitted to be secured under Section 8.02 thereof, and all monies receivable by Cognisa pursuant to or under the Registration Rights Agreement.
- The Debentures shall be guaranteed by M/s Cognisa Investments and (in the manner and to the extent provided in the Transaction Documents) Mr. Sumant Sinha.

(b) Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available) or title reports issued by a legal counsel/ advocates, copies of the relevant agreements/ Memorandum of Understanding

No title deeds are applicable or available for movable assets of the Issuer set out above over which security is proposed to be created by the Issuer. The details of the assets will be set out in the relevant security documents.

(c) Copy of evidence of registration with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) etc

The pledge / charge created over the movable assets set out in (a) above will be reported to the relevant registrar of companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest (CERSAI) within the timelines prescribed under Applicable Law. As the security is being created over movable assets, no filings are required to be made with the any sub-registrar.

(da) For unencumbered assets, an undertaking that the assets on which charge is proposed to be created are free from any encumbrances: Not applicable.

(db) For encumbered assets, on which charge is proposed to be created, the following consents along-with their validity as on date of their submission:

(i) Details of existing charge over the assets along with details of charge holders, value/ amount, copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, Information Utility (IU) registered with Insolvency and Bankruptcy Board of India (IBBI) etc. as applicable: Shared with the Debenture Trustee

(i) Consent/ No-objection certificate (NOC) from existing charge holders for further creation of charge on the assets or relevant transaction documents wherein existing charge holders have given conditional consent/ permission to the Issuer to create further charge on the assets, along-with terms of such conditional consent/ permission, if any: Attached as Annexure J

(iii) Consent/ NOC from existing unsecured lenders, in case, negative lien is created by Issuer in favour of unsecured lenders: Not applicable.

(e) In case of personal guarantee or any other document/ letter with similar intent is offered as security or a part of security:

(i) Details of guarantor viz. relationship with the Issuer: Sumant Sinha, Promoter and Cognisa Investment, Promoter group

(ii) Net worth statement (not older than 6 months from the date of debenture trustee agreement) certified by a chartered accountant of the guarantor: Shared with the Debenture Trustee

(iii) List of assets of the guarantor along-with undertakings/consent/NOC as per Paragraphs 4.2 and 4.3 of SEBI Due Diligence Circular: Shared with the Debenture Trustee

(iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created: Please refer Section 2.20 (*Details of the Issue*).

(v) Executed copies of previously entered agreements for providing guarantee to any other person, if any: Not applicable.

(f) In case of corporate guarantee or any other document/ letter with similar intent is offered as security or a part of security: A guarantee from M/s. Cognisa Investment without a detailed payment structure.

(i) Details of guarantor viz. holding/ subsidiary/ associate company etc: Not applicable.

(ii) Audited financial statements (not older than 6 months from the date of debenture trustee agreement) of guarantor including details of all contingent liabilities: Not applicable.

(iii) List of assets of the guarantor along-with undertakings/consent/NOC as per Paragraphs 4.2 and 4.3 of SEBI Due Diligence Circular: Not applicable.

(iv) Conditions of invocation of guarantee including details of put options or any other terms and conditions which may impact the security created: Not applicable.

(v) Impact on the security in case of restructuring activity of the guarantor: Not applicable.

(vi) **Undertaking by the guarantor that the guarantee shall be disclosed as “contingent liability” in the “notes to accounts” of financial statement of the guarantor:** Not applicable.

(vii) **Copy of Board resolution of the guarantor for the guarantee provided in respect of the debt securities of the Issuer:** Not applicable.

(viii) **Executed copies of previously entered agreements for providing guarantee to any other person, if any:** Not applicable.

(g) **In case securities (equity shares etc.) are being offered as security then a holding statement from the depository participant along-with an undertaking that these securities shall be pledged in favour of debenture trustee(s) in the depository system:**

BENPOS of the Company is attached as Annexure N. Undertaking to pledge in favour of Depository participant is attached as Annexure N.

(h) **Details of any other form of security being offered viz. Debt Service Reserve Account etc.:** Please refer section named “*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*” in Section 2.20 (*Details of the Issue*).

(i) **Any other information, documents or records required by debenture trustee with regard to creation of security and perfection of security:** Not applicable.

(j) **Declaration:** The Issuer declares that debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

(k) **Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):** Please refer to the consent letter of the Debenture Trustee for terms and conditions of the appointment of the Debenture Trustee and fee of the Debenture Trustee.

(l) **Details of security to be created:** Please refer section named “*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*” in Section 2.20 (*Details of the Issue*).

(m) **Process of due diligence carried out by the debenture trustee:** The Debenture Trustee has carried out due diligence in accordance with the manner prescribed in the SEBI Due Diligence Circular. The due diligence broadly includes the following:

(i) A chartered accountant appointed by the Debenture Trustee will be conducting an independent due diligence as per scope provided by the Debenture Trustee and the information provided by the Issuer and M/s. Cognisa Investment [in respect of the security being provided as a condition precedent to the issue of the Debentures.

(ii) The chartered accountant will verify and ensure that the assets provided by the Issuer and M/s. Cognisa Investment for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders.

(iii) Periodical due diligence will be carried out by the Debenture Trustee in accordance with the SEBI (Debenture Trustees) Regulations, 1993 and the relevant circulars issued by SEBI from time to time (including the SEBI Due Diligence Circular) as per the nature of security provided by the Issuer and M/s. Cognisa Investment in respect of the Debentures.

(iv) The Debenture Trustee will issue such necessary certificate(s) in relation to the due diligence carried out by it and such certificate(s) will be available on Stock Exchanges from time to time for information of the Debenture Holders.

Even though the Debentures are to be secured to the extent of at least 100% of the principal and interest amount or as per the terms of this Information Memorandum, in favour of the Debenture Trustee, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

Due diligence will be carried out for maintenance of the prescribed security cover depending on information provided by the Issuer and the chartered accountant appointed by the Debenture Trustee or the Debenture Trustee will not be responsible for misinformation provided by Issuer.

(n) **Due diligence certificate as per the format specified in Annexure A:** Enclosed as Annexure K. The due diligence certificate will be submitted to BSE along with the Information Memorandum.

ANNEXURE M
OFFER TERMS

ANNEXURE N

BENPOS AND UNDERTAKING BY COMPANY