

ERAML/ANZEN/2022-23/02

December 01, 2022

BSE Limited P J Towers, Dalal Street, Fort, Mumbai – 400 001. Scrip Code: 543655	National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051. Symbol : ANZEN
---	--

Dear Sir/Madam,

Sub: Intimation under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations 2015 (“SEBI LODR Regulations”)

Pursuant to regulation 30 of the SEBI LODR Regulations, we wish to inform you that pursuant to the disclosure made in the Final Placement Memorandum dated November 11, 2022, Anzen India Energy Yield Plus Trust has allotted 7500 Secured, Rated, Listed, Redeemable, Non-Convertible Debentures of face value of Rs.10,00,000/- (Indian Rupees Ten Lakh Only) each for an aggregate amount of Rs. 750,00,00,000/- (Indian Rupees Seven Hundred and Fifty Crores Only) on December 1, 2022 on private placement basis to be Listed on BSE Limited. Details of the issue are given under in Annexure A.

Kindly take the same on record.

Thanking you,

Yours faithfully

FOR EDELWEISS REAL ASSETS MANAGERS LIMITED

(acting in its capacity as the Investment Manager of Anzen India Energy Yield Plus Trust)

JALPA PAREKH
COMPANY SECRETARY
ACS 44507

Annexure - A

Series Name	(a) 8.01% Anzen Secured Redeemable Non-Convertible Debentures 2025 “ Series I Debt Securities ” (b) 8.34% Anzen Secured Redeemable Non-Convertible Debentures 2027 “ Series II Debt Securities ”
Kinds of securities offered	Secured, rated, listed redeemable Non-convertible debentures (“NCDs”)
Face Value	Rs. 10,00,000/-
ISIN	1. SERIES I - ISIN INE0MIZ07012 2. SERIES II - ISIN INE0MIZ07020
Allotment size	Series I Debt Securities - 4500 NCDs Series II Debt Securities - 3000 NCDs
Tenure of the instrument date of allotment and date of maturity	Series I Debt Securities: 3 years Date of Allotment: December 01, 2022 Date of Maturity: December 01, 2025 Series II Debt Securities: 5 years Date of Allotment: December 01, 2022 Date of Maturity: December 01, 2027
Coupon/interest offered schedule of payment of coupon/interest and principal	<u>Series I</u> : Coupon Rate: 8.01 % p.a.p.q. Coupon Payment Frequency: Quarter Payment dates: December 31,2022; March 31,2023; June 30,2023; September 30,2023; January 01,2024; April 01,2024; July 01,2024; September 30,2024; December 31,2024; March 31, 2025; June 30,2025; September 30,2025; December 01,2025 <u>Series II</u> : Coupon Rate: 8.34% p.a.p.q. Coupon Payment Frequency: Quarter Payment dates: December 31,2022; March 31,2023; June 30,2023; September 30,2023; January 01,2024; April 01,2024; July 01,2024; September 30,2024; December 31,2024; March 31, 2025; June 30,2025; September 30,2025; December 31,2025; March 31, 2026; June 30,2026; September 30,2026; December 31, 2026; March 31, 2027; June 30, 2027; September 30, 2027; December 01, 2027.

charge/security, if any, created over the assets

Debt Securities to be secured by the following:

- (a) a first pari passu charge by way of hypothecation on all the Issuer's current assets and other assets (excluding DSR and DSRA), both present and future, including:
- (i) all the receivables, right, title, interest, benefits, claims and demands whatsoever of the Issuer in, to and under all the loans and advances extended by the Issuer to the SPVs and HoldCo(s), present and future (collectively, the "Issuer Loans");
- (ii) the receivables, right, title and interest and benefits of the Issuer in, to and under all the financing agreements, deeds, documents and agreements or any other instruments (both present and future) which are now executed or may hereafter be executed by the Issuer with respect to the Issuer Loans;
Step in rights on the Loans shall be with the Common Security Trustee.
- (iii) all bank accounts of the Issuer, including but not limited to the Escrow Account and the Sub-Accounts (including Cash Trap Sub Account) (if any) (excluding the distribution account and the accounts opened to meet the debt service reserve requirements in respect of any Additional Debt) or any accounts in substitution thereof that may be opened in accordance with the Debt Securities Documents, and in all funds from time to time deposited therein (including the reserves), all designated account opened with designated banks and the Permitted Investments or other securities representing all amounts credited to the Escrow Account;
- (b) a first and exclusive charge on the DSR and DSRA to be created in favour of the Common Security Trustee for benefit of Debt Securities under this Deed, and all amounts lying therein;
- (c) a first pari passu pledge over 100% (one hundred percent) of the equity share capital, compulsorily convertible debentures, optionally convertible debentures, non-convertible debentures and securities held by the Issuer in all the Project SPVs.
- (d) pari passu pledge over unencumbered equity share capital, compulsorily convertible debentures, optionally convertible debentures, non-convertible debentures and securities held by the Issuer and Holdco(s) in all the Other SPVs and Holdco(s) (as applicable).

The Security Interest stipulated in Clauses (a) to (d) shall be collectively referred to as the "**Security**" which shall include any further or additional Security Interest created in terms of this Deed.

	<p>Security creation timelines:</p> <p>(i) Clauses (a) and (b) above shall be created upfront prior to making the listing application in respect of the Debt Securities and shall be perfected within 30 (Thirty) days of the Deemed Date of Allotment.</p> <p>(ii) Clause (c) above shall be created and perfected within 60 (Sixty) days from the Deemed Date of Allotment.</p> <p>(iii) Clause (d) shall be created and perfected within 60 (Sixty) days of the acquisition of such other SPV or Holdco as applicable.</p> <p>The security stipulated in Clause (a) to (d) above to be created for the benefit of the Holders shall in all respects rank pari passu inter se the Holders, without any preference or priority to one over the other or others.</p> <p>The security stipulated in Clauses (a), (c) and (d) above shall in all respects rank pari passu inter se the Common Security Trustee acting for the Trustee and Holders, and the new lender(s) (if the Issuer is in compliance with the Additional Debt Conditions), without any preference or priority to one over the other or others. It is hereby clarified that the Trustee shall be authorised (without taking consent from Holders) to share the security with/ for the benefit of the new lender(s) in accordance with the terms of Debenture Trust Deed, if the Issuer is in compliance with the Additional Debt Conditions. It is further clarified that, in the event any security is to be shared with / for the benefit of the new lender(s), no consent shall be required from the Holders and the Trustee is authorized to execute necessary documents for sharing the Security on pari passu basis with/ for the benefit of any new lender (including issuing no objection certificate(s)/ pari passu sharing letter(s) etc.), provided that the Additional Debt Conditions are met by the Issuer</p> <p>It is hereby clarified that the security stipulated in Clause (b) above, shall be for the sole benefit of the Holders, and the security interest over the same shall not be shared with /extended to/ for the benefit of the new lender(s).</p>
<p>special right /interest/ privileges attached to the instrument and changes thereof</p>	<p>Nil</p>
<p>delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal</p>	<p>Upon the occurrence of an Event of Default the Debenture Trustee shall (subject to the approval of the Debenture Holders) be authorized to enter into inter creditor agreement with other existing lenders of the Company in accordance with the terms of the SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 Dated October 13, 2020 and as provided under the framework specified by the Reserve Bank of India in this behalf. The Company hereby undertakes to provide all co-operation to the Debenture Trustee to give effect to the aforesaid.</p>

details of any letter or comments regarding payment/ non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets along with its comments thereon, if any;	Nil
details of redemption of preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures;	Nil
Object of the issue	<p>Issue proceeds shall be utilized only towards:</p> <ul style="list-style-type: none"> i. advancing loans to HoldCos and/or SPVs including for the purpose of refinancing any of the existing indebtedness of the SPVs; ii. refinancing of existing loans/ indebtedness of Issuer/HoldCos/SPVs; iii. creation of DSR for the Debt Securities; iv. meeting transaction expenses; and /or v. general corporate purpose of the Issuer. <p>In case of participation by any bank in the issuance, end use of the bank proceeds shall be within the guidelines as issued by RBI from time to time.</p>

Thanking you,

Yours faithfully

FOR EDELWEISS REAL ASSETS MANAGERS LIMITED

(acting in its capacity as the Investment Manager of Anzen India Energy Yield Plus Trust)

JALPA PAREKH
COMPANY SECRETARY
ACS 44507