

April 05, 2022

To,  
 Corporate Relationship Department  
 BSE Limited  
 14<sup>th</sup> Floor, P. J. Towers,  
 Dalal Street, Fort,  
 Mumbai-400 001  
**SCRIP CODE: 532779**

To,  
 Listing Department,  
 National Stock Exchange of India Limited  
 "Exchange Plaza", C – 1, Block G  
 Bandra- Kurla Complex, Bandra ( East),  
 Mumbai 400 051  
**SYMBOL: TORNTPOWER**

Dear Sir/ Madam,

**Re: Issue and allotment of Non-convertible Debentures on Private Placement basis**

**Ref: Regulation 30 read with Para A of Part A of Schedule III to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In continuation to our letter dated May 20, 2021, we hereby inform you that the Company has issued and allotted Series 8 – 6000 Secured, Rated, Listed, Taxable, Non-Cumulative, Redeemable, Non-Convertible Debentures ("NCDs") of ₹ 600 Crore at a coupon rate of 6.20% p.a., 6.70% p.a., 7.10% p.a. and 7.45% p.a. vide Series 8A, Series 8B, Series 8C and Series 8D respectively on private placement basis. The required details in terms of Para A of Part A of Schedule III of Regulation 30 are as follows:

Sr. No.	Particulars	Description			
1	Type of securities	Series 8 Secured, Rated, Listed, Taxable, Non-Cumulative, Redeemable, Non-Convertible Debentures			
2	Type of issuance	Private Placement			
3	Size of the Issue	₹ 600 Crore (6000 NCDs of ₹ 10 Lakh per Debenture)			
4	Total number and amount of securities issued	6000 NCDs of ₹ 10 Lakh per Debenture aggregating to ₹ 600 Crore			
5	Whether proposed to be listed?	Yes. It is proposed to be listed on Wholesale Debt Market Segment of National Stock Exchange of India Limited.			
6	Tenure of the instrument date of allotment and date of maturity	<b>No. of NCDs</b>	<b>Date of Allotment</b>	<b>Date of Maturity</b>	<b>Maturity period</b>
		1500 (Series – 8A)	05-04-2022	11-03-2024*	1 year, 11 months and 6 days



Sr. No.	Particulars	Description															
		1500 (Series – 8B)	05-04-2022	11-03-2025*	2 years, 11 months and 6 days												
		1500 (Series – 8C)	05-04-2022	11-03-2026*	3 years, 11 months and 6 days												
		1500 (Series – 8D)	05-04-2022	11-03-2027*	4 years, 11 months and 6 days												
(*Subject to Business Day convention)																	
7	Coupon / interest offered, schedule of payment of coupon / interest and principal;	6.20% p.a. for Series 8A (150 Cr) 6.70% p.a. for Series 8B (150 Cr) 7.10% p.a. for Series 8C (150 Cr) 7.45% p.a. for Series 8D (150 Cr)															
<b>Interest payment schedule:</b> First coupon to be paid on March 11, 2023 and subsequent coupon payments to be made on an annual basis, thereafter, till Redemption of respective series.* (*Subject to Business Day convention)																	
<b>Principal Repayment Schedule:</b> <table border="1" data-bbox="734 1108 1402 1489"> <thead> <tr> <th data-bbox="734 1108 949 1209">Redemption Date</th> <th data-bbox="949 1108 1157 1209">No. of NCDs to be redeemed</th> <th data-bbox="1157 1108 1402 1209">Redemption amount to be redeemed</th> </tr> </thead> <tbody> <tr> <td data-bbox="734 1209 949 1276">11-03-2024*</td> <td data-bbox="949 1209 1157 1276">1500 (Series – 8A)</td> <td data-bbox="1157 1209 1402 1489" rowspan="4">At Face Value of Debentures on Maturity Date</td> </tr> <tr> <td data-bbox="734 1276 949 1344">11-03-2025*</td> <td data-bbox="949 1276 1157 1344">1500 (Series – 8B)</td> </tr> <tr> <td data-bbox="734 1344 949 1411">11-03-2026*</td> <td data-bbox="949 1344 1157 1411">1500 (Series – 8C)</td> </tr> <tr> <td data-bbox="734 1411 949 1489">11-03-2027*</td> <td data-bbox="949 1411 1157 1489">1500 (Series – 8D)</td> </tr> </tbody> </table>						Redemption Date	No. of NCDs to be redeemed	Redemption amount to be redeemed	11-03-2024*	1500 (Series – 8A)	At Face Value of Debentures on Maturity Date	11-03-2025*	1500 (Series – 8B)	11-03-2026*	1500 (Series – 8C)	11-03-2027*	1500 (Series – 8D)
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8	Charge/security, if any, created over the assets	The Debentures shall be secured by way of: (a) First pari passu charge on all present and future movable assets other than (i) movable assets of Renewable Projects; (ii) funds in debt service reserve accounts or any similar accounts opened/ to be opened for the benefit of the lenders in terms of covenants under respective financing agreements and (iii) investments made for NCD Reserve or NCDR created in terms of any other financing agreements, (movable assets to include current assets);															





Sr. No.	Particulars	Description
		<p>(b) First pari passu charge on all present and future immovable assets of the Company other than</p> <p>(i) immovable assets (whether on leasehold or freehold) of Renewable Projects;</p> <p>(ii) leasehold land bearing plot nos. B15 to B28 situated in the Atali Industrial Estate in Taluka Vagra, District Bharuch, near 1200 MW Dahej Plant ("Atali Land")</p> <p>(iii) Non Agriculture (NA) plot of land at village Kamatghar, Taluka Bhiwandi, District Thane bearing survey no. 119, Hissa no. 2/3 along with building ("Bhiwandi Property"); and</p> <p>(iv) immovable property located at no. 2, Dharam Marg, Chanakya Puri, New Delhi admeasuring 1112.4 sq. yds;</p> <p>The first charge will be on pari passu basis with all the Term Lenders, the Working Capital Lenders and all the Secured Ddebtenture Holders of the Company;</p> <p>(security in paras (a) and (b) above is collectively referred to as the "Security").</p> <p>Second charge over the Security shall be available to the entities providing hedging contracts to the Company.</p> <p><b>Renewable Projects</b> shall mean, collectively, all present and future renewable power projects, including but not limited to projects currently being developed or operated by the Company, namely Lalpur Project, Charanka Project, GENSU Project, Mahidad Project and Suzlon Project.</p> <p>Where,</p> <p><b>Lalpur Project</b> means 49.6 MW wind power project of Company in Jamnagar, Gujarat.</p> <p><b>Charanka Project</b> means 51 MW solar power project of Company in Patan, Gujarat.</p> <p><b>GENSU Project</b> means 87 MW solar power project of Company at Surat, Gujarat.</p> <p><b>Mahidad Project</b> means 50.9 MW wind power project of Company at Mahidad, Gujarat.</p> <p><b>Suzlon Project</b> means 252 MW wind power project of Company in Mahuva, Jamanwada and Nakhatrana, Gujarat.</p>



Sr. No.	Particulars	Description
		<b>Type of Charge</b> Mortgage & Hypothecation
9	Special right/ interest/ privileges attached to the instrument and changes thereof	In the event of Rating Downgrade to "BBB+" or below by any credit rating agency, the Debenture Holders would have a right to call for an accelerated redemption. In the event of such downgrade, the Debenture Trustee may, upon receipt of instructions in writing from the Debenture Holders representing not less than 51% in value of the nominal amount of Debentures for the time being outstanding of this Issue, by a notice in writing to the Company, call for an accelerate redemption. On receipt of such notice, the Issuer would need to redeem Debentures within 60 days from date of notice exercising the said right. Such payment shall be called an Accelerated Payment and the date falling on 60 <sup>th</sup> calendar day from the date of notice of the Debenture Holders exercising the said right shall be called an Accelerated Payment Date.
10	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	In case of default in payment of interest and/ or principal redemption on the due dates, the Company shall pay additional interest at the rate of 2% per annum over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto excluding the date on which such amount is actually paid.
11	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.	NA
12	Details of redemption of debentures	As specified above in point no. 6 & 7.

We request you to take note of the above.

Thanking you,

Yours faithfully,

**For Torrent Power Limited**

*Rahul C. Shah*

**Rahul Shah**  
**Company Secretary & Compliance Officer**

