



October 20, 2023

BSE Limited
Corporate Relationship Department
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai -400 001

Dear Sir,

Sub: Regulation 54 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Security Cover Certificate as at September 30, 2023

In compliance with Regulation 54 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Circular No. SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022, please find enclosed the Security Cover Certificate in respect of the Non-Convertible Debentures (NCD) issued by the Company, ISIN: INE019A07241 as at September 30, 2023, certified by M/s. SRBC & Co., Chartered Accountants, Statutory Auditors of the Company.

Kindly take the same on record.

Thanking You

Yours faithfully
For **JSW Steel Limited**

Lancy Varghese
Company Secretary

Independent Auditor's Report on Security Cover, Compliance with all Covenants and book value of assets as at September 30, 2023 pursuant to Regulation 56(1)(d) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) and SEBI Circular dated May 19, 2022 for submission to IDBI Trusteeship Services Limited (the 'Debenture Trustee')

To

The Board of Directors
JSW Steel Limited
JSW Centre, Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051

1. This Report is issued in accordance with the terms of the service scope letter dated August 1, 2023 and master engagement agreement dated July 20, 2022, as amended with JSW Steel Limited (hereinafter the "Company").
2. We S R B C & CO LLP, Chartered Accountants, are the Statutory Auditors of the Company and have been requested by the Company to examine the accompanying Statement showing Security Cover as per the terms of Debenture Trust Deed, Compliance with Covenants and net book value of assets and Other Information as at and for the half year ended September 30, 2023 in respect of 10.34% Secured, Redeemable, Non-Convertible Debentures (INE019A07241) amounting to INR 1,000 Crores (hereinafter the "Statement") which has been prepared by the Company from the Board approved unaudited standalone financial results, underlying unaudited books of account and other relevant records and documents maintained by the Company as at and for the period ended September 30, 2023 pursuant to the requirements of the Regulation 56(1)(d) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (hereinafter the "SEBI Regulations"), and SEBI Circular dated May 19, 2022 on Revised format of security cover certificate, monitoring and revision in timelines (hereinafter the "SEBI Circular"), and has been initialed by us for identification purpose only.

This Report is required by the Company for the purpose of submission with IDBI Trusteeship Services Limited (hereinafter the "Debenture Trustee") of the Company to ensure compliance with the SEBI Regulations and SEBI Circular in respect of its 10.34% listed Non-Convertible Debenture amounting to INR 1,000 crores ('Debentures'). The Company has entered into an agreement with the Debenture Trustee vide agreement dated April 12, 2013 in respect of such Debentures.

Management's Responsibility

3. The preparation of the Statement is the responsibility of the Management of the Company including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility includes the design, implementation, and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
4. The Management of the Company is responsible for ensuring that the Company complies with all the relevant requirements of the SEBI Regulations and SEBI Circular including maintenance of one hundred and twenty-five per cent security cover as per the terms of Debenture Trust Deed sufficient to discharge the principal amount and the interest thereon at all times for the non-convertible debt securities issued. The management is also responsible for providing all relevant information to the Debenture Trustee and for complying with all the covenants as prescribed in the Debenture Trust Deed dated April 12, 2013 entered between the Company and the Debenture Trustee ('Debenture Trust Deed').



Auditor's Responsibility

5. It is our responsibility to provide limited assurance and conclude as to whether the:
 - (a) Company has maintained Security Cover as per the terms of the Debenture Trust deed;
 - (b) Company is in compliance with all the covenants as mentioned in the Debenture Trust Deed as on September 30, 2023; and
 - (c) Book values of assets as included in the Column F to G of the Statement are in agreement with the books of account underlying the unaudited standalone financial results of the Company as at September 30, 2023.

6. We have performed a limited review of the unaudited standalone financial results of the Company for the half year ended September 30, 2023, prepared by the Company pursuant to the requirements of Regulation 33 and 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and issued an unmodified conclusion dated October 20, 2023. Our review of those Standalone financial results was conducted in accordance with the Standard on Review Engagements (SRE) 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the Institute of Chartered Accountants of India ("ICAI"). Those Standards require that we plan and perform the review to obtain moderate assurance as to whether the standalone IND AS financial results are free from material misstatement.

7. We conducted our examination of the Statement in accordance with the Guidance Note on Reports or Certificates for Special Purposes issued by the ICAI (the 'Guidance Note'). The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.

8. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

9. Our scope of work did not involve us performing audit tests for the purposes of expressing an opinion on the fairness or accuracy of any of the financial information or the financial results of the Company taken as a whole. We have not performed an audit, the objective of which would be the expression of an opinion on the financial results, specified elements, accounts or items thereof, for the purpose of this report. Accordingly, we do not express such opinion.

10. A limited assurance engagement includes performing procedures to obtain sufficient appropriate evidence on the applicable criteria, mentioned in paragraph 5 above. The procedures performed vary in nature and timing from, and are less extent than for, a reasonable assurance. Consequently, the level of assurance obtained is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, our procedures included the following in relation to the Statement:
 - a) Obtained and read the Debenture Trust Deed and noted that as per such deed the Debentures are secured by creating pari passu charge on '2.8 MTPA fixed assets' at Vijayanagar in state of Karnataka and that the Company is required to maintain 1.25 times of Security Cover.



- b) Traced and agreed the principal amount in respect 10.34% listed Non-Convertible Debenture amounting to INR 1,000 Crores ('Debentures') outstanding as on September 30, 2023 to the Board approved unaudited standalone financial results of the Company and the underlying unaudited books of account maintained by the Company as on September 30, 2023.
- c) Obtained the list of security created in the register of charges maintained by the Company and traced the value of such assets on which charge is created to Column F and Column G of the Annexure A as applicable. We have not independently verified the completeness or correctness of such register of charges with Ministry of Corporate Affairs maintained charges and have relied on the management for the same.
- d) Obtained the list and value of assets mortgaged under the Debenture Trust Deed from management and traced the total of such assets to the Column F of the Statement. Management has represented that all such assets are part of and mortgaged under the Debenture Trust Deed. We have relied on such representation and not performed any independent procedures in this regard. Traced the value of such assets to Column F of the statement and the books of account and records of the Company as at and for the year ended September 30, 2023.
- e) Obtained the list and value of assets placed under lien or encumbrance from the management for the purpose of obtaining any other loan and determined that such assets are not included in the calculation of Security Cover in respect of 10.34% listed Non-Convertible Debenture amounting to INR 1,000 Crores ('Debentures'). Management has represented the completeness of such assets and we have relied on the same and not performed any independent procedures in this regard. Traced the value of such assets to Column G of the statement.
- f) Obtained the list and value of assets not secured from the management. Management has represented the completeness of such assets and we have relied on the same and not performed any independent procedures in this regard. Traced the value of such assets to Column H of the statement.
- g) Traced the total of IND AS adjustments for effective interest rate on secured debt securities, Interest accrued / payable on secured debt securities and other debt facilities secured through asset available for debt securities to the books of account and records of the Company as at and for the half year ended September 30, 2023. We have relied on management representation for the completeness of such amounts and not performed any independent procedures in this regard.
- h) Examined and verified the arithmetical accuracy of the computation of Security Cover in the accompanying Statement.
- i) Compared the Security Cover with the Security Cover required to be maintained as per Debenture Trust Deed.
- j) With respect to compliance with Other Covenants included in Annexure B to the attached Statement the management has represented and confirmed that the Company has complied with all the other covenants including affirmative, informative, and negative covenants, as prescribed in the Debenture Trust Deed, as on September 30, 2023. We have relied on the same and not performed any independent procedures in this regard.
- k) We have not performed any procedures on amounts given under Column K to Column O of the Statement.
- l) Performed necessary inquiries with the Management and obtained necessary representations.



Conclusion

11. Based on the procedures performed by us, as referred to in paragraph 10 above, read with notes given in the Statement and according to the information and explanations received and management representations obtained, nothing has come to our attention that causes us to believe that the:
- Company has not maintained Security Cover as per the terms of the Debenture Trust deed;
 - Company is not in compliance with all the covenants as mentioned in the Debenture Trust Deed as on September 30, 2023; and
 - Book values of assets as included in Column F to G of the Statement are not in agreement with the books of account underlying the unaudited standalone financial results of the Company as at September 30, 2023.

Restriction on Use

12. The Report has been issued at the request of the Company, solely in connection with the purpose mentioned in paragraph 2 above and to be submitted with the accompanying Statement to the Debenture Trustee and is not to be used or referred to for any other person. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come. We have no responsibility to update this Report for events and circumstances occurring after the date of this report.

For SRBC & CO LLP

Chartered Accountants

ICAI Firm Registration Number: 324982E/E300003



per Vikram Mehta
Partner

Membership Number: 105938

UDIN: 23105938BGXGKW7734



Place of Signature: Mumbai

Date: October 20, 2023



Statement of Security Cover Ratio and other information as at September 30, 2023 in respect of 10.34% Secured, Redeemable, Non-Convertible debentures (INE019A07241) amounting to INR 1,000 crores

Compliance with Security cover including all Other Covenants, in respect of listed 10.34% Secured, Redeemable, Non- Convertible Debentures – Face Value of 3,40,000 each (“Debentures”) INE019A07241

| Sr. No. | Particulars | As on September 30, 2023 | Compliance Met |
|---------|---|-----------------------------------|----------------|
| 1. | Security Cover Ratio (Minimum 1.25 times) | 12.69 times (Refer Annexure A) | Yes |
| 2. | Financial Covenant compliance | Not Applicable | Not Applicable |
| 3. | Other Covenant | Refer Annexure B | Yes |

Notes:

1. The above statement is prepared for submission to IDBI Trusteeship Services Limited pursuant to requirements of Regulation 56(1)(d) of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) and SEBI circular dated May 19, 2022 on Revised format of security cover certificate, monitoring and revision in timelines.
2. We confirm that assets included as part of Net Fixed Assets and Capital Work in Progress in Annexure A are part of 2.8 MTPA fixed assets at Vijayanagar, Karnataka and mortgaged against the 10.34% Secured, Redeemable, Non-convertible debentures as per the Debenture Trust Deed.
3. We confirm that the capital advances are exclusively towards 2.8 MTPA fixed assets and hence included as part of Capital Work in Progress in Annexure A.
4. We confirm that there are no other borrowings/debts taken by the Company other than mentioned in Annexure A which has first pari-passu charge on the 2.8 MTPA fixed assets.
5. We confirm that "Other debt sharing pari-passu charge with above debt" includes Interest accrued but not due and Ind AS adjustment for effective interest rate adjustment on debt securities.
6. Trade payables includes certain acceptances from banks wherein the banks have charge on the assets of the company. Accordingly, certain portion of trade payables has been disclosed under Column G of Annexure A.
7. We confirm that Market value of assets (in column M of Annexure A) are as on March 31, 2021 and has been determined by an independent valuer, vide its report dated June 30, 2021



Part of O.P. Jindal Group





8. As at September 30, 2023, the Company has payables to project creditors / retention payments amounting to INR 2,301 crores. Corresponding assets have been included in Column F and Column G of Annexure A since these payables are in the normal course of business.
9. The Scheme of Amalgamation pursuant to Section 230-232 and other applicable provisions of the Companies Act 2013, providing for amalgamation of its Joint Venture, Creixent Special Steels Limited ("CSSL") and CSSL's subsidiary JSW Ispat Special Products Limited ("JISPL") with the Company was approved by National Company Law Tribunal ("NCLT") vide its order dated 22 June 2023, received by the Company in July 2023. The scheme has become effective from 31 July 2023. The purchase consideration paid has been allocated on a provisional basis in accordance with the Ind AS 103 "Business Combinations" pending the final determination of fair value of the acquired assets and liabilities. Accordingly, the Annexure A includes the fair value of the assets and liabilities acquired pursuant to the above merger.
10. Other debt disclosed under Column G of Annexure A are secured against specific fixed assets offered as security. Working capital loans disclosed under Column G of Annexure A & Trade payables (mentioned in Note-6 above) are secured by way of first pari-passu charge over the current assets disclosed in Column G of Annexure A & second pari-passu charge over the fixed assets disclosed in Column F and Column G of Annexure A.
11. We confirm that the Company is in compliance with all the other covenants, as described in the Debenture Trust Deed and detailed in Annexure B to this statement, as at and for the half year ended 30 September 2023.

For JSW Steel Limited

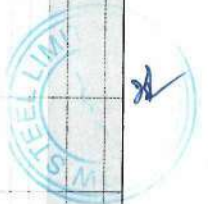

Rajeev Pai
Chief Financial Officer
Dated: 20 October 2023



Part of O.P. Jindal Group

| Column A Particulars | Column B Description of asset for which this certificate relate | Column C | Column D | Column E | Column F | Column G | Column H | Column I | Column J | Column K | Column L | Column M | Column N | Column O |
|--|---|------------------|------------------|---|-------------------|---|--|--------------------------------|-------------------------------------|----------------|--|---|---|--|
| | | Exclusive Charge | Exclusive Charge | Debt for which this certificate is being issued | Pari-passu Charge | Assets shared by pari-passu debt holder (includes debt for which the certificate is issued & other debt with pari-passu charge) | Other assets on which there is pari-passu charge (excluding items covered in column F) | Assets not offered as security | Elimination on (amount in negative) | Total (C to H) | Market value for assets charged on Exclusive basis | Carrying/book value for exclusive charge assets where market value is not ascertainable or applicable | Market value for pari passu charge Assets | Carrying/book value for pari-passu charge assets where market value is not ascertainable or applicable |
| | | Book value | Book value | Yes | Book value | Book value | | | | | | | Relating to Column F | |
| Assets | Assets pertaining to 2.8 MTPA Steel Plant at Vijayanagar Works | | | | | | | | | | | | | |
| Property, plant and Equipment | Freehold Land, buildings, Plant and Equipment, Furniture and Fixtures, Vehicles and Aircrafts and Office equipments | | | | 3,193 | 60,936 | 9,384 | | 73,513 | | | 5,406 | | 5,406 |
| Capital Work-in-Progress | Capital Work-in-Progress including Capital Advances | | | | 1,189 | 9,317 | 1,703 | | 12,209 | | | 1,069 | | 1,069 |
| Right of Use assets | Leasehold land, Rail Wagons | | | | 21 | 285 | 1,965 | | 2,271 | | | | | |
| Goodwill | Goodwill | | | | | | 374 | | 374 | | | | | |
| Intangible Assets | Mining blocks, Softwares, Mining Rights and other mining cost | | | | | | 1,770 | | 1,770 | | | | | |
| Intangible Assets under Development | Softwares | | | | | | 391 | | 391 | | | | | |
| Investments | Investment in Subsidiaries, Associates and Joint Ventures and other Non Current Investments | | | | | | 30,886 | | 30,886 | | | | | |
| Loans | Loans given to Subsidiaries and Other Group companies | | | | | | 7,011 | | 7,011 | | | | | |
| Inventories | Inventories | | | | | 20,785 | | | 20,785 | | | | | |
| Trade Receivables | Trade Receivables | | | | | 6,817 | | | 6,817 | | | | | |
| Cash and cash equivalents | Cash and cash equivalents | | | | | 4,033 | | | 4,033 | | | | | |
| Bank Balances other than cash and cash equivalents | Bank Balances other than cash and cash equivalents | | | | | 3,827 | | | 3,827 | | | | | |
| Other assets | Derivative Assets (current and non-current), Other Financial Assets (current and non-current), Other Assets (current and non-current) and Current Tax Assets | | | | | | 14,696 | | 14,696 | | | | | |
| Total | | | | | 4,403 | 98,140 | 76,040 | | 1,78,583 | | | | | |
| Liabilities | | | | | | | | | | | | | | |
| Debt securities to which this certificate pertains | Non Convertible Debentures | | | | 340 | | | | 340 | | | | | |
| Other debt sharing pari-passu charge with above debt | Secured Rupee term loans/Non-convertible debentures for which pari passu charge is created including interest accrued but not due and MID AS adjustments | | | | 7 | | | | 7 | | | | | |
| Other debt | Other Secured loans not considered above | | | | | 23,862 | | | 23,862 | | | | | |
| Subordinated debt | Unsecured Borrowings | | | | | | | | | | | | | |
| Borrowings (Unsecured) | Working Capital Loan | | | | | | | | | | | | | |
| Bank | Bond and Non-convertible debentures | | | | | | 18,559 | | 18,559 | | | | | |
| Debt securities | Foreign Currency Loans, Rupee Term Loans and Capex Acceptance | | | | | | 15,878 | | 15,878 | | | | | |
| Others | Trade Payables | | | | | 15,403 | | | 15,403 | | | | | |
| | Lease Liabilities | | | | | | 1,951 | | 1,951 | | | | | |
| | Provisions | | | | | | 1,523 | | 1,523 | | | | | |
| | Derivative Liabilities (current and non-current), Other Financial Liabilities (current and non-current), Other Liabilities (current and non-current), Current Tax Liabilities and Deferred Tax Liabilities excluding Interest accrued but not due considered above separately | | | | | | 19,398 | | 19,398 | | | | | |
| Total | | | | | 347 | 39,265 | 67,639 | | 1,07,251 | | | | | 6,475 |
| Cover on Book Value | | | | | 12.69 | | | | | | | | | 18.66 |
| Cover on Market Value | | | | | | | | | | | | | | |

SIGNED FOR IDENTIFICATION
BY 
S R B C & CO LLP
MUMBAI



List of covenants as prescribed in the 10.34% Debenture Trust Deed & Information Memorandum and their compliance status as at and for the half year ended September 30, 2023

| Clause No. | Covenants | Management remarks on the Compliance Status as at and for the half year ended September 30, 2023 |
|------------|---|---|
| 2 | COVENANT TO PAY PRINCIPAL AND INTEREST | |
| | (ii) The Company covenants with the Trustees that it shall pay to the Debentureholders / the Beneficial Owner the principal amount of the Debentures on the date(s) mentioned in Financial Covenant and Condition No. 3 of the Second Schedule and shall also pay interest (including liquidated damages on default amounts where applicable) on the Debentures in accordance with the Financial Covenant and Condition No. 2 of the Second Schedule | As per the terms of issue, the NCDs issued are redeemable in 3 equal annual installments starting January 18, 2022. There is No redemption during the said quarter. The company has complied with the same |
| | Provided that, if so called upon by the Trustees, the Company shall make payments as aforesaid to or to the order of or for the account of the Trustees at Mumbai and such payment shall be deemed to be in satisfaction of the aforesaid covenant of the Company to make such payments to the Debentureholders / the Beneficial Owner | The Company has paid interest due to Debenture holders on April 18, 2023 and July 18, 2023 as per the terms. The Company has complied the same |
| | | Not Applicable. |
| 26 | COMPANY COVENANTS | |
| B | GENERAL COVENANTS | |
| I. | The Company hereby covenants with the Trustees that the Company will at all times during the continuance of this security (except as may otherwise be previously agreed in writing by the Trustees) :- | |
| | (a) Carry on and conduct its business - with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management and personnel; | The Company has complied with the same. |
| | (b) Utilise the monies received towards subscription of the Debentures for its working capital requirements and the goods and services purchased to be purchased with such monies. Upon completion of its financial year the Company shall furnish to the Trustees a statement showing the manner in which the said monies have been utilised; | Not Applicable - no issue proceeds were utilised during the 6 month period ending on September 30, 2023. |
| | (c) Procure and furnish to the Trustees a certificate from the Company's auditors/ Chartered Accountant in respect of the utilisation of funds raised by the issue of the Debentures for the Company's working capital requirements; | Not Applicable - no issue proceeds were utilised during the 6 month period ending on September 30, 2023 |
| | (d) Maintain and keep in proper order, repair and in good condition the Specifically Mortgaged Premises. In case the Company fails to keep in proper order, repair and in good condition the Specifically Mortgaged Premises or any part thereof, then, in such case, the Trustees may, but shall not be bound to, maintain in proper order or repair or condition the Specifically Mortgaged Premises or any part thereof and any expense incurred by the Trustees and their costs and charges therefore shall be reimbursed by the Company. The Specifically Mortgaged Premises shall be open for inspection by the Debenture Trustee; | The Company has complied with the same. |
| | (e) Insure and keep insured upto the replacement value thereof or on such other basis as approved by the Trustees (including surveyor's and architect's fees) the Mortgaged Premises against fire, theft, lightning, explosion, earthquake, strike, lock out, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and such other risks as may be specified by the Trustees and shall duly pay all premia and other sums payable for the purpose. The insurance in respect of the Mortgaged Premises shall be taken in the joint names of the Company, the Trustees and any other person having a charge on the Mortgaged Premises and acceptable to the Trustees. The Company shall keep the copies of the insurance policies and renewals thereof with the Trustees. In the event of failure on the part of the Company to insure the Mortgaged Premises or to pay the insurance premia or other sums referred to above, the Trustees may but shall not be bound to get the Mortgaged Premises insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Company; | The Company has insured the Mortgaged Premises and has paid all insurance for the said insurance. Copies of the insurance policies have been shared with the Debenture Trustee. The Company has complied with the same. |
| | (f) Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Premises and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Mortgaged Premises and the business of the Company shall at all reasonable times be open for inspection of the Trustees and such person or persons as the Trustees shall, from time to time, in writing for the purpose, appoint; | The Company has complied with the same. |
| | (g) Give to the Trustees or to such person or persons as aforesaid such information as they or he or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Trustees three copies of every report, balance sheet, profit and loss account, circulars or notices, issued to the shareholders and the Trustees shall be entitled, if they think fit, from time to time, to nominate a firm of chartered accountants to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation; | The Company has complied with the same. |
| | (h) Permit the Trustees and such person, as they shall, from time to time in writing for that purpose appoint to enter into or upon and to view the state and condition of all the Mortgaged Premises and pay all travelling, hotel and other expenses of any person whom the Trustees may depute for the purpose of such inspection and if the Trustees shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such expert; | Right continues with the Debenture Trustee |
| | (i) Not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming part of the Specifically Mortgaged Premises or any of fixtures or fittings annexed to the same or any of them without the previous consent in writing of the Trustees except in the ordinary course of repair and maintenance or improvement or replacement or otherwise in the course of and for the purposes of carrying on the business of the Company and the Company will in such case forthwith restore or procure to be restored such building, structure, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value; | The Company has complied with the same. |
| | (j) Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Trustees produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Mortgaged Premises; | The Company has complied with the same. |
| | (k) Forthwith give notice in writing to the Trustees of commencement of any proceedings directly affecting the Mortgaged Premises; | Not Applicable - no proceeding has occurred affecting the Mortgaged Premises during the 6 month period ending on September 30, 2023. |
| | (l) Duty cause these presents to be registered in all respects so as to comply with the provisions of the Act and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any Act, Ordinance or Regulation of or relating to any part of India, within which any portion of the Specifically Mortgaged Premises is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and in accordance with the Company's Memorandum and Articles of Association. | The Company has complied with the same. The security documents have been executed as per the requirements of the regulations in force at the time for security creation and perfection. |
| | (m) Not declare or pay any dividend to its shareholders during any financial year unless it has paid the instalment of principal and interest then due and payable on the Debentures, or has made provision satisfactory to the Trustees for making such payment. | As per the terms of issue, the NCDs issued are redeemable in 3 equal annual installments starting January 18, 2022. There is No redemption during the said quarter. The company has complied with the same |
| | (n) Not sell or dispose of the Mortgaged Premises or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever to the intent and purpose that the Mortgaged Premises and all parts thereof shall remain and continue to remain free from any further encumbrances whatsoever during the continuance of these presents; | The Company has complied with the same. |
| | (o) Diligently preserve its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged Premises or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security of the Debentures is not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed; | The Company has complied with the same. |

SIGNED FOR IDENTIFICATION
BY 
S R B C & CO LLP
MUMBAI



| Clause No. | Covenants | Management remarks on the Compliance Status as at and for the half year ended September 30, 2023 |
|---|---|---|
| | (p) Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustees will be at liberty to pay the same and the Company shall reimburse the same to the Trustees on demand on failure to do so the Debentureholder(s) would be responsible for the payment. | The Company has complied with the same. |
| | (q) Reimburse all sums paid or expenses incurred by the Trustees or any Receiver, Attorney, or other person appointed by the Trustees for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in the behalf. All such sums shall carry interest at the rate of 2% per annum as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Company will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under this Clause shall be paid by the Trustees the Company shall, forthwith on demand, reimburse the same to the Trustees. Until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Premises in priority to the charge securing the Debentures. | The Company has complied with the same. |
| | (r) Not undertake any new project, diversification, modernisation or substantial expansion of any project. | The Company has complied with the same. |
| | (s) Promptly inform the Trustees if it has notice of any application for winding up having been made or any statutory notice of winding up under the Act or otherwise of any suit or other legal process intended to be filed or initiated against the Company and/affecting the title to the Company's properties or if a receiver is appointed of any of its properties or business or undertaking. | The Company is not in receipt of any such notice during the 6 month period ended September 30, 2023. |
| | (t) Promptly inform the Trustees of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material changes in the rate of production or sales of the Company with an explanation of the reasons therefore. | Not Applicable - no event has occurred affecting The Company during the 6 month period ending on September 30, 2023 which could have a substantial effect on The Company's business or Profits. |
| | (u) Promptly inform the Trustees of any loss or damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties; | Not Applicable - no force majeure event or circumstance has occurred affecting The Company during the 6 month period ending on September 30, 2023 |
| | (v) Not Used. | Not Applicable |
| | (w) Not undertake or permit any merger, consolidation, reorganisation scheme or arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. | The Board of Directors of the company at their meeting held on May 27, 2022 considered and approved the proposed scheme of amalgamation pursuant to of Sec 230-232 of Companies Act, 2013, providing for amalgamation of its Joint Venture Crebent Special Steels Limited(CSSL) and CSSL subsidiary JSW Ispat Special Products Limitedwith and into JSW Steel Limited. The proposed scheme has been filed with the regulators for requisite approvals. The company approached the debenture holders and debenture trustee for NOC for proposed scheme. Debentureholders and Trustees has given necessary permissions for the proposed scheme Pursuant to approval by National Company Law Tribunal, Mumbai Bench . Both companies are amalgamated with JSW Steel Limited as on July 31, 2023. |
| | (x) shall furnish quarterly report to the Trustees containing the following particulars- 1) Updated list of the names and addresses of the Debentureholders. 2) Details of the interest due, but unpaid and reasons thereof. 3) The number and nature of grievances received from the Debentureholders and resolved by the Company and 4) A statement that those assets of the Company which are available by way of security are sufficient to discharge the claims of the Debentureholders as and when they become due | The Company has submitted quarterly report for the quarter ended June 30, 2023 and Sep 30, 2023 covering the desired particulars to the Debenture Trustee. |
| | (y) Promptly and expeditiously attend to and redress the grievances, if any, of the Debentureholders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Trustees and shall advise the Trustees periodically of the compliance. | No complaints, grievances or suggestions received from any Debenture holders or Debenture Trustee during the 6 month period ended September 30, 2023. |
| | (z) The Issuer shall comply with the provisions of Section 205C of the Companies Act relating to transfer of unclaimed / unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it. | Not Applicable |
| | (aa) comply all the applicable provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, Companies Act, 1956, the simplified listing agreement issued in terms of notification bearing number SEBI/MD/BOND/1/2009/11/05 dated May 11, 2009, issued by the SEBI, as amended by notification bearing number SEBI/MD/DOF-1/BOND/Cr-5/2009 dated November 26, 2009, issuance of Non-convertible Debentures (Reserve Bank) Directions, 2010, as amended from time to time and/or any other notification, circular, press release issued by the SEBI/Reserve Bank of India, from time to time. | The Company has complied with the same. |
| | (bb) Inform the Debenture Trustee of any major change in composition of its board of directors, which may amount to change in control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. | The Company has complied with the same. There were no significant changes in the composition of the Board resulting in change in control during the 6 month period ended September 30, 2023. |
| | (cc) Inform the Debenture Trustee about any change in the nature of business by the Company before effecting any such change. | No change. |
| ii. | Debenture Redemption Reserve The Company hereby agrees and undertakes that it would create Debenture Redemption Reserve ("DRR") as per the Guidelines issued by the Securities and Exchange Board of India (SEBI) or Companies Act, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by the Central Government or any Government Agency or Corporation having authority under law in respect of creation of Debenture Redemption Reserve the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debentureholders or the Trustees and shall also cause the same to be registered, where necessary. The Company shall submit to the Trustees a Certificate duly certified by the Auditors / Chartered Accountant certifying that the Company has transferred a suitable sum to DRR at the end of each financial year. | Pursuant to the Companies (Share Capital and Debenture) Amendment Rules, 2019 notified by the Ministry of Corporate Affairs, vide Notification No. G.S.R. 574(E) dated 16th August, 2019, the Company is not required to create DRR in terms of amended Rule 18 sub rule 7 (b)(iii)(B). |
| THE SECOND SCHEDULE : FINANCIAL COVENANTS AND CONDITIONS | | |
| SECURITY COVER | | |
| 7 | The Company shall, during the currency of the Debentures, maintain minimum security cover of 1.25 times or such other cover as may be agreed to by the Company and the Trustees and the Investment Institutions participating in the Debenture Issue (so long as they continue to hold the Debentures) of its net assets over all long term loans and/or Debentures and/or Deferred Payment Credits including the Debentures issued under the Trust Deed and any other borrowings which may have a prior or pari passu charge over the 2.8 mtpa assets of the Company. | The Company has maintained minimum security cover of 1.25 times for the said Debentures as at the end of period ended September 30, 2023. |
| 8 | FURTHER BORROWINGS The Company shall be entitled to make further issue of Debentures and/or raise further loans and/or avail of further deferred payment/guarantee facilities from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate to be secured on a pari passu basis with the security created/to be created in favour of the Trustees for the Debentures, on such terms as may be mutually acceptable to the Company, the Trustees and the Investment Institutions participating in the Debenture issue. However, until the Debentures are fully redeemed, the Company shall not create any mortgage or charge on the Mortgage Premise without obtaining prior written approval of the Debentureholders or the Trustees. Provided that at the time of raising such further issue of Debentures and/or further term loans and/or availing deferred payment credit/guarantee facilities the Company maintains the security cover stipulated in Financial Covenants and Conditions No.7. | The Company has not created any additional security or mortgage on pari-passu basis on the security charged to Debenture Trustee for the said NCDs during the 6 months ended September 30, 2023. |
| 10 | DIVIDEND So long as the Company is in default to meet its obligations to pay interest, repayment of the principal amount or any other monies related to the said Debentures, the Company shall not declare any dividend on its share capital, without obtaining the prior written approval of the Debentureholders/ Trustees. | The Company has paid interest due to Debenture holders on April 18, 2023 and July 18, 2023. As per the terms of issue, the NCDs issued are redeemable in 3 equal annual installments starting January 18, 2022. No redemption during the said quarter. The company has complied with the same |

SIGNED FOR IDENTIFICATION
BY 
SRBC & CO LLP
MUMBAI

