



**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: INE019A07431 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 SBICAP Trustee Company 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 8.50% Secured, Redeemable, Non-Convertible Debentures (INE019A07431) amounting to INR 4,000 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 SBICAP Trustee Company Limited (hereinafter the "Debenture Trustee") of the Company to ensure compliance with the SEBI Regulations and SEBI Circular in respect of its 8.50% listed Non-Convertible Debenture amounting to INR 4,000 crores ('Debentures'). The Company has entered into an agreement with the Debenture Trustee vide agreement dated December 10, 2020 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 December 10, 2020 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 first pari passu charge on movable and immovable fixed assets belonging to the Company, both present and future at (i) Salem works in state of Tamil Nadu, (ii) Cold Rolling Mill 1 & 2 at Vijayanagar, Karnataka and (iii) Upto 3.8 MTPA Steel Plant at Vijayanagar, Karnataka. The Company is required to maintain 1.25 times of Security Cover in each of the above three properties against debenture value assigned.



- b) Traced and agreed the principal amount in respect 8.50% listed Non-Convertible Debenture amounting to INR 4,000 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 against each of the three properties from the 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 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 half year ended September 30, 2023.
- e) 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.
- f) 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 8.50% listed Non-Convertible Debenture amounting to INR 4,000 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.
- 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 S R B C &amp; CO LLP

Chartered Accountants

ICAI Firm Registration Number: 324982E/E300003



per Vikram Mehta

Partner

Membership Number: 105938

UDIN: 23105938BGXGKS3967



Place of Signature: Mumbai

Date: October 20, 2023



**Statement of Security Cover Ratio and other information as at September 30, 2023 in respect of 8.50% Secured, Redeemable, Non-Convertible debentures (INE019A07431) amounting to INR 4,000 crores**

Compliance with Security cover including all Other Covenants, in respect of listed 8.50% Secured, Redeemable, Non- Convertible Debentures – Face Value of 10,00,000 each (“Debentures”) INE019A07431

Sr. No.	Particulars	As on September 30, 2023	Compliance Met
1.	Security Cover Ratio (Minimum 1.25 times)	Upstream 3.8 MTPA - 3.15 times CRM Complex 1 & 2 – 1.69 times Salem Works – 1.75 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 SBICAP Trustee Company 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 (i) Salem works in the state of Tamil Nadu (ii) Cold Rolling Mill 1 & 2 at Vijayanagar, Karnataka (iii) Upto 3.8 MTPA Steel Plant at Vijayanagar, Karnataka and mortgaged against the 8.50% Secured, Redeemable, Non-convertible debentures as per the Debenture Trust Deed.
3. We confirm that the capital advances are exclusively towards Salem works, Cold Rolling Mill 1 & 2 and Upto 3.8 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 (i) Salem works (ii) Cold Rolling Mill 1 & 2 (iii) Upto 3.8 MTPA Steel Plant 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.



Part of O.P. Jindal Group





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 for Upto 3.8 MTPA Steel plant fixed assets & Cold Rolling Mill 1 & 2 and its report dated July 13, 2021 for Salem works.
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



8



Part of O.P. Jindal Group

Column A	Column B	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
Particulars	Description of asset for which this certificate relate	Exclusive Charge Debt for which this certificate is being issued	Exclusive Charge Other secured Debt	Pari-passu Charge Debt for which this certificate is being issued	Assets shared by pari-passu debt holder (includes debt for which the certificate is issued & other debt with pari-passu charge) Upto 3.8 MTPA Steel Plant at Vijayanagar Works Cold Rolling Mill Complex- 1 & 2 at Salem Works 1 MTPA Steel Plant at Salem Works	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 assets where market value is not ascertainable or applicable	Market value for pari passu charge Assets Upto 3.8 MTPA Steel Plant at Vijayanagar Works Cold Rolling Mill- 1 & 1 MTPA Steel Plant at Salem Works	Carrying/book value for pari-passu charge assets where market value is not ascertainable or applicable	Total value- K14-M1-N
Assets	Assets pertaining to upto 3.8 MTPA Steel Plant at Vijayanagar Works, Cold Rolling Mill - 1 & 2 at Vijayanagar Works & 1 MTPA Steel Plant at Salem Works	Book value	Book value	Yes	Book value	Book value						Relating to Column F		
Property, Plant and Equipment	Freehold Land, buildings, Plant and Equipment, Furniture and fixtures, Vehicles and Alucrelts and Office equipments				4,856	4,824	9,384	-	73,513			5,760	3,778	19,094
Capital Work-in-Progress	Capital Work-in-Progress including Capital Advances				3,008	332	6,841	-	12,209			1,861	146	3,688
Right of Use assets	Leasehold land, Rail Wagons				-	-	306	-	2,271			-	-	-
Goodwill	Goodwill				-	-	374	-	1,770			-	-	-
Intangible Assets	Mining blocks, Softwares, Mining Rights and other mining cost				-	-	1,770	-	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			-	-	-
<b>Total</b>		7,864	5,156	2,648	86,875	76,040	1,78,583	-	1,78,583			-	-	
Liabilities	Debt securities to which this certificate pertains	Non Convertible Debentures			2,000	1,000	4,000	-	4,000			-	-	-
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 IND AS adjustments	499	2,048	515			3,062	-	3,062			-	-	-
Other debt	Other Secured Loans not considered above				-	-	17,147	-	17,147			-	-	-
Subordinated debt	Unsecured Borrowings				-	-	-	-	-			-	-	-
Borrowings (Unsecured)	Working Capital Loan				-	-	-	-	-			-	-	-
Bank	Bonds 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				-	-	10,330	-	25,733			-	-	-
Trade Payables	Lease Liabilities				-	-	1,951	-	1,951			-	-	-
Lease Liabilities	Provisions				-	-	1,523	-	1,523			-	-	-
Provisions	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			-	-	-
Others					-	-	-	-	-			-	-	-
<b>Total</b>		2,499	3,048	1,515	32,550	67,639	1,07,251	-	1,07,251			7,451	3,924	22,782
<b>Cover on Book Value</b>		3,15	1.69	1.75	32,550	67,639	1,07,251	-	1,07,251			7,451	3,924	22,782
<b>Cover on Market Value</b>												4.50	2.99	

Pari-Passu Security Cover Ratio

SIGNED FOR IDENTIFICATION  
BY   
SRBC & CO LLP  
MUMBAI





Clause No.	Covenants	Management remarks on the Compliance Status as at and for the half year ended September 30, 2023
3	<b>COVENANT TO PAY</b>	
	<b>Covenant to Pay Principal and Coupon</b>	
	(a) The Company covenants that it shall pay to the Debentureholders, the Redemption Amount on the Redemption Date. The Debentures shall be redeemed on Redemption Date in the manner set out and such that on or prior to the final Redemption Date thereof, the Debentureholders shall have received the entire Outstanding Amounts.	As per the terms of issue, the NCDs issued are redeemable on October 12, 2027 with call/put option on October 10, 2025. Hence, the principal payment covenant is not applicable for the 6 month period ended September 30, 2023.
	(b) The Company covenants that it shall pay to the Debentureholders, the Coupon on the relevant Coupon Payment Date.	The Company has paid Coupon due to Debentureholders on April 12, 2023 as per the terms. The Company has complied the same.
3.1	(c) The Company shall, at all times until the Outstanding Amounts have been duly paid maintain a bank account no. 000451000163 with ICICI Bank Limited ("Account Bank") from which it proposes to pay the Redemption Amount. The Company agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day (being the working day of the Stock Exchange) of any change in the Account Bank details.	The Company has complied with the same and there has been no change in the Account Details.
	(d) The Company further acknowledges, agrees, and shall cause the Account Bank to acknowledge and agree, that the Debenture Trustee is authorised to seek Redemption Amount related details and information from the Account Bank in terms of the extant SEBI Regulations. A duly accepted and acknowledged pre-authorization letter from the Account Bank is annexed herewith as Schedule 8. Further, in case of change of Account Bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorization letter from the successor/new account bank.	
	(e) Coupon shall be payable on a semi-annual basis from the Deemed Date of Allotment i.e. on 12 April 2021 and semi-annually thereafter till the Redemption Date shall be computed on the basis of actual number of days elapsed in a year of 365 (Three Hundred and Sixty-Five) or 366 (Three Hundred and Sixty-Six) days, in a leap year as the case may be.	The Company has paid Coupon due to Debentureholders on April 12, 2023 as per the terms. The Company has complied the same.
3.2	<b>Covenant to Pay Outstanding Amounts</b> The Company will, on any date when any of the Outstanding Amounts become due and payable, unconditionally pay or procure the same to be paid on the Due Date thereof, in the manner provided in the Transaction Documents.	As per the terms of issue, the NCDs issued are redeemable on October 12, 2027 with call/put option on October 10, 2025. Hence, the principal payment covenant is not applicable for the 6 month period ended September 30, 2023.
	<b>Schedule 1: Terms And Conditions Of The Debentures</b>	
11	<b>Affirmative Covenants, Financial Covenants, Information Covenants and Negative Covenants</b>	
	The covenants and conditions contained in this clause shall be binding on the Company and all persons claiming by, through or under any of them, unless otherwise previously agreed in writing by the Debenture Trustee. The Debenture Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the covenants as set out herein.	
(a)	<b>Affirmative Covenants</b>	
	The Company hereby covenants with the Debenture Trustee that it shall at all times until the Final Settlement Date, be in compliance with the following covenants:	
(i)	carry out and conduct its business with due diligence and efficiency and in accordance with sound managerial and financial standards and business practices with qualified and experienced management and personnel and it will comply with Applicable Law and shall engage in business which is permitted by Constitutional Documents;	The Company has complied with the same.
(ii)	not do or voluntarily suffer or permit to be done any act or omission whereby its right to transact its business might or could be terminated or whereby payment of any Outstanding Amounts or any other amounts in relation to the Debentures may be hindered or delayed;	The Company has complied with the same.
(iii)	promptly obtain, comply with and do all that is necessary to maintain in full force and effect all necessary clearances and authorisations, applicable to the operation of its business;	The Company has complied with the same.
(iv)	promptly supply certified copies to the Debenture Trustee of all necessary authorisations required by the Company (as applicable) to: (A) enable it to perform its obligations under the Transaction Documents;	The Company has complied with the same.
	(B) ensure the legality, validity, enforceability or admissibility of the Transaction Documents in evidence in India;	The Company has complied with the same.
(v)	comply in all respects with Applicable Law;	The Company has complied with the same.
(vi)	share all information relating to financing assistance availed from lenders and financial institutions by the Company in a manner as may be required under the Applicable Law for the time being in force and update the information from time to time;	The Company has complied with the same.
(vii)	at any time, including upon the occurrence of an Event of Default, upon the request of the Debenture Trustee, provide the Debenture Trustee and any of its representatives, professional advisers and contractors with access to and permit inspection by them of the assets, premises, books and records of the Company and such other Person, in each case during the normal business hours of a Business Day;	Right continues with the Debenture Trustee
(viii)	ensure that the Issue Proceeds are utilised from the issue proceeds account towards the Purpose set out in Information Memorandum and this Deed;	Not Applicable - no issue proceeds were utilised during the 6 month period ending on September 30, 2023
(ix)	The Company agrees to maintain Asset Cover, at all times, till the Debentures are completely redeemed along with interest. In case of reduction of Asset Cover below 1.25 (one decimal two five) times for any reason whatsoever, the Company agrees to make-good the deficiency within 90 (ninety) days with additional charge over Company's assets in such a manner so as to maintain the Asset Cover. The Company shall submit a half-yearly certificate from its statutory auditor confirming maintenance of such asset cover, compliance with all the covenants, in respect of listed non-convertible debt securities along with its half-yearly financial results in line with Securities And Exchange Board Of India (Listing Obligations And Disclosure Requirements) (Third Amendment) Regulations, 2020 No. SEBI/ LAD-NRO/GN/2020/33 dated 8th October 2020	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. The Company has submitted half yearly certificate from statutory auditor as per the SEBI regulations for the half year ended March 31, 2023 to the Debenture Trustee within the stipulated timelines. The Company has complied with the same.
(x)	the Company shall ensure that they: (a) comply in all respects with the provisions of the Transaction Documents;	The Company has complied with the same.
	(b) shall ensure that the Security created pursuant to each Transaction Document shall have the ranking it is expressed to have and that each of the Transaction Documents is maintained in full force and effect; and	
	(c) covenants that there are no agreements or instruments, which have been executed by such Person (and shall not enter into any agreements or instruments) which have the effect of amending or modifying the Transaction Documents to which such Person is a party;	
	(d) shall ensure that the validity and enforceability of the Security is maintained and shall take all steps necessary, including executing further documents, if required, for this purpose;	

**SIGNED FOR IDENTIFICATION**  
BY   
**SRBC & CO LLP**  
**MUMBAI**



Clause No.	Sovenants	Management remarks on the Compliance Status as at and for the half year ended September 30, 2023
(xi)	<p>The Company shall further ensure that they shall:</p> <p>(a) perfect the Security and make all the necessary filings including CHG-9 with the relevant registrar of companies after execution of the Mortgage Document but on or before 30 (thirty) days from the creation of Security;</p> <p>(b) maintain and keep in proper order, repair and in good condition the Secured Assets;</p> <p>(c) keep the respective Secured Assets, including the Mortgaged Properties and all monies received by it in relation to the Secured Assets and all documents, subject to the Security Interest created under or pursuant to the Transaction Documents distinguishable, and shall hold them as the property of the Debenture Trustee and the other lenders holding pari passu charge and shall deal with them only under the directions of the Debenture Trustee/ Debenture Holder or as provided under the Transaction Documents; and</p> <p>(c) keep all books of account as required by the Act (if applicable) and in accordance with Ind AS and applicable accounting practices, and therein make true and proper entries of all dealings and transactions of and in relation to the Secured Assets and keep the said books of account and all other books, registers and other documents relating to the affairs thereof at the registered office, and 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 Debenture Trustee may inspect such documents at any time during normal business hours</p>	The Company has complied with the same
(xii)	reimburse all sums paid or expenses incurred by the Debenture Trustee or any Receiver, nominee director, attorney, manager, agent or other Person appointed by the Debenture Trustee for all or any of the purposes mentioned in the Transaction Documents promptly on receipt of a notice of demand from them in this behalf	The Company has complied with the same.
(xiii)	The Company shall, in accordance with the provisions of this Deed, allot the Debentures and continue to observe and act in accordance with the terms of Debentures as set out in the Information Memorandum and in the other Transaction Documents	The Company has complied with the same.
(xiv)	On and from the execution of Mortgage Documents and until the Final Settlement Date, the Company shall ensure that the Security Interest created over the Secured Assets is maintained	Security interest over the Secured Assets is maintained for the said NCDs. The Company has complied with the same.
(xv)	at the request of the Trustee, forthwith take steps to amend this Deed to specifically incorporate any additional terms and conditions as may be deemed required by the Trustee to comply with any directions of SEBI	The Company will comply with the same.
(b)	<b>Information Covenants</b>	
	The Company shall provide to the Debenture Trustee, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:	
(i)	<p>As soon as possible and in no event later than 15 (Fifteen) days:</p> <p>(A) notice of any dispute, litigation, arbitration, investigation, or other proceeding (including without limitation any orders, direction, notices of any judicial or any other tribunal) affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect; and</p> <p>(B) notice of the occurrence of any event which constitutes an Event of Default specifying the nature of such Event of Default any steps taken to remedy such default;</p>	<p>Not Applicable - no notice has been received by The Company during the 6 month period ending on September 30, 2023 which could result in Material Adverse Effect.</p> <p>Not Applicable - no Event of Default has occurred during the 6 month period ending on September 30, 2023 which could result in Material Adverse Effect.</p>
(ii)	<p>Promptly and in no event later than 15 (Fifteen) days:</p> <p>(a) notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any respect and which has a Material Adverse Effect;</p> <p>(b) inform the Debenture Trustee of any significant changes in the composition of its Board; and</p> <p>(c) provide to the Debenture Trustee such further information regarding the financial condition, business and operations of the Company as the Debenture Trustee may reasonably request in relation to the Redemption Amount due to be paid in respect of the Debentures;</p> <p>(d) inform the Debenture Trustee about all orders, directions, and notices of court/tribunal affecting the Secured Asset</p>	<p>Not Applicable - no fact or circumstance has occurred affecting The Company during the 6 month period ending on September 30, 2023 which could result in Material Adverse Effect.</p> <p>The Company has submitted quarterly report for the quarter ended March 31, 2023 and June 30, 2023 covering the desired particulars to the Debenture Trustee.</p>
(iii)	Deliver to the Debenture Trustee and/or the Debentureholders: (i) within 180 (one hundred and eighty) days from the close of the relevant Financial Year, its duly audited consolidated financial statements; (ii) within 60 (sixty) days from the end of each period of 6 (six) months its standalone published financial results;	The Company has submitted its standalone published financial results for the quarter ended March 31, 2023 and June 30, 2023 within the stipulated timelines. The Company has complied with the same.
(iv)	Within 30 (thirty) days of receipt of any request, furnish all such information as reasonably requested by the Debenture Trustee for the effective discharge of its duties and obligation under this Deed and Applicable Law;	The Company has submitted the requested information to the Debenture Trustee.
(v)	Promptly deliver charge certificate, issued by relevant registrar of companies, to the Debenture Trustee	The charge certificate has been submitted to the Debenture Trustee within the stipulated timelines. The Company has complied with the same.
(vi)	Promptly and in no event later than 5 (five) Business days inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up is given to the Company under the Act;	Not Applicable - no notice has been received by The Company during the 6 month period ending on September 30, 2023 which could result in Material Adverse Effect.
(vii)	<p>Certification requirements on Debentures</p> <p>The Company shall provide:</p> <p>(a) a certificate from the Statutory Auditor of the Company certifying the end use of Issue Proceeds and stating that the end use of Issue Proceeds by the Company from the issue proceeds account is in compliance with the permitted end uses in the Deed, to the Debenture Trustee and the Debentureholders. Such certificate shall be provided at the end of each quarter till the funds are fully utilized;</p> <p>(b) unless relevant period specified herein, on a quarterly basis in each year, reports certified by a Director/ Chief Financial Officer/ Company Secretary/ Authorised Official, to the Debenture Trustee, certifying and containing the following:</p> <p>(i) updated list of names, address and email address of all Debentureholders and the number of Debentures held by each Debentureholder;</p> <p>(ii) compliance of the Company with respect to the use of the proceeds raised through the issue of the Debentures;</p> <p>(iii) promptly details of Coupon due but unpaid and reasons for the same;</p> <p>(iv) carry out the necessary due diligence and monitor the asset cover in the manner as may be specified by the Board from time to time the number and nature of grievances received from the Debentureholders and resolved by the Company in accordance with SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/ 218 dated 3 November 2020 and SEBI Circular SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated 12 November 2020;</p> <p>(v) stating that the Secured Assets offered as security and charged in favour of the Debentureholders are sufficient to discharge the claims of the Debentureholders as and when the same become due;</p> <p>(vi) a certificate from an independent chartered accountant certifying the Asset Cover on a semi-annual basis.</p>	<p>Not Applicable - no issue proceeds were utilised during the 6 month period ending on September 30, 2023</p> <p>The Company has submitted quarterly report for the quarter ended March 31, 2023 and June 30, 2023 covering the desired particulars to the Debenture Trustee.</p> <p>Security cover certificate has been submitted from the statutory auditors to the Debenture Trustee for the half year ended March 31, 2023 within the stipulated timelines. The Company has complied with the same.</p>

**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
	(c) Submit to the Stock Exchange for dissemination along with the Half Yearly published Financial Results, a half yearly communication, along with noting certificate by Debenture Trustees, containing inter alia the following information: (i) credit rating; (ii) asset cover available; (iii) debt-equity ratio; (iv) previous due date for the payment of interest/principal and whether the same has been paid or not; (v) next due date for the payment of interest/principal; (vi) net worth; and (vii) net profit after tax; (viii) earnings per share	The Company has complied with the same for the financial results ended Sep 30 2023.
(c)	(c) The Company hereby covenants that it is in compliance with all SEBI Guidelines, Section 71 of the Companies Act and Form No. SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014.	The Company has complied with the same.
(d)	(d) The Company shall create and maintain a recovery expense fund for an amount equal to 0.01% of the Issue size subject to maximum of INR 25 lakhs as per the provisions of SEBI (Debenture Trustee) Amendment Regulations, 2020 as amended from time to time and the SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22 October 2020.	The Company has complied with the same.
(e)	(e) The Company shall provide an intimation to the Debenture Trustee in case of a change in its director and shall promptly inform the Debenture Trustee of any change in its name, any change in the change in the conduct of its business prior to such change being effected	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.
(f)	<b>Negative Covenants</b> The Company hereby agrees that it will not undertake the following, without express consent of the Debentureholders: (i) Dividend The Company shall not pay any dividend without the prior written approval of the Debenture Trustee (acting on the instructions of the Debentureholders) in the event any Event of Default has occurred and is subsisting. (ii) No Encumbrance Until the Debentures are fully redeemed, the Company shall not create a further first charge over Secured Assets without obtaining prior written approval of Primary Debentureholders, if any, and the Debenture Trustee provided however that such consent from the Debenture Trustee shall not be unreasonably withheld or delayed, provided the Asset Cover is available for the Outstanding Amount, as per the Offer Document, has been maintained during the tenor of the Debentures. The Debenture Trustee shall be entitled to provide consent without reference to Debenture Holders as long as minimum Asset Cover is maintained provided that consent from Primary Debentureholders, if any shall be required before any such consent can be given. The Company shall be entitled to create/ subsist, second and subservient charge on the Secured Assets in favour of its working capital lenders to secure working capital facilities/ loans availed by the Company from time to time. (iii) Amalgamation, De-merger etc The Company shall not enter into any amalgamation, consolidation, merger, de-merger, re-organisation, corporate reconstruction or restructuring(except in case of any restructuring/ reorganisation within the JSW Group and the resulting company being JSW Steel Limited) or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or enter into any reorganisation, scheme of arrangement or compromise with its creditors or shareholders unless the Company has obtained the prior written consent of the Debenture Trustee (acting on the instructions of the Debentureholders) for the same (iv) Business The Company shall not carry out material change in the nature of its business in a manner that adversely affects the interests of the Debentureholders, without the prior approval of the Debentureholders/ Debenture Trustee." (v) Alteration to the Constitutional Documents The Company shall not carry out alterations to its Constitutional Documents in a manner that adversely affects the interests of the Debentureholders without the prior approval of the Debentureholders/ Debenture Trustee. (vi) Management Control The Company shall not without the prior written approval of the Debenture Trustee (acting on the instruction of the Debentureholders) change the Management Control of the Company and ensure that the Promoter continues to retain the Management Control of the Company.	Not Applicable - no Event of Default has occurred during the 6 month period ending on September 30, 2023. 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 month period ended September 30, 2023. 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 Creixent 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. No change
(g)	<b>General Covenants</b> (i) Material Adverse Effect The Company shall notify the Debentureholders and the Debenture Trustee of any Material Adverse Effect in relation to the Company (and the steps, if any, being taken to remedy it) promptly upon occurrence of the same. (ii) Default The Company shall promptly notify the Debenture Trustee and the Debentureholders in writing of the occurrence of an Event of Default and provide any further information with respect thereto as the Debenture Trustee or the Debentureholders may require. (iii) Corporate Existence The Company shall at all times ensure that it is a company duly organized and validly existing under the Applicable Laws of India and has the right to carry on its business and operations in compliance with Applicable Law. (iv) Valid and Binding Obligations The Company shall ensure that the Transaction Documents shall at all times constitute legal, valid, binding obligations of the Company enforceable against it in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or other laws of general application affecting creditor's rights or the application of equitable principles. (v) No Violation The Company shall ensure that the execution, delivery and performance by the Company of the Transaction Documents and the compliance by it with the terms and provisions therefore do not and will not conflict with or be inconsistent with or result in any breach of the any of the terms, covenants, conditions or provisions of, or constitute a default under, any indenture, mortgage, loan agreements with its lenders/creditors, other agreements, contract or other instrument to which it is a party or by which it or any of its property or assets including its shareholding in any entity is bound or to which it may be subject.	Not Applicable. No Material Adverse Effect in relation to The Company has occurred during the 6 month period ended September 30, 2023. Not Applicable. No Event of Default has occurred during the 6 month period ended September 30, 2023. The Company has complied with the same. The Company has complied with the same. The Company has complied with the same.

**SIGNED FOR IDENTIFICATION**

BY

8

SRBC & CO LLP  
MUMBAI



Clause No.	Covenants	Management remarks on the Compliance Status as at and for the half year ended September 30, 2023
(vi)	<p><b>Inspection, Review</b></p> <p>The Company shall permit any officers or employees of the Debenture Trustee or its representatives (i) to visit and inspect any of its properties, and to discuss with its principal officers matters pertinent to an evaluation of the credit of the Company or relating to compliance with this Deed;(ii) carry out subsequent valuation of the Mortgaged Properties, if required by the Debenture Trustee; and (iii) to the fullest extent permitted by Applicable Law, and appropriate regulatory authority to review all books of record and account and any available reports or statements relevant thereto, all at such reasonable times and as often as it may request.</p>	Right continues with the Debenture Trustee
(vii)	<p><b>Stamp Duty and Taxes</b></p> <p>The Company shall pay, in respect of the Debentures, all stamp duty, Taxes, charges (including registration charges), as required to be paid under Applicable Law. Other than the stamp duty, registration charges which have already been paid on the Transaction Documents, no other stamp, registration or similar Tax is required to be paid on or in relation to the Transaction Documents or the transactions contemplated thereunder in the state of execution or the state of receipt thereof.</p>	The Company has complied with the same.
	<p><b>(viii) Filings or Approvals</b></p> <p>The Company shall at all times make all filings, submit all documentation, obtain all registrations and complete all formalities as may be required in connection with the Debentures and Transaction Documents with all relevant regulatory authorities, including but not limited to with the ROC, SEBI, Exchange or other analogous bodies. The Company shall, inter alia, file a return of allotment of securities under Form PAS-3 under Section 42 of the Companies Act read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the Deemed Date of Allotment along with a list of the Debentureholders and with the prescribed fee and the same has been filed by the Company.</p> <p>Other than (a) the filing of Form CHG-9, in connection with perfection of Security on the Secured Assets under the Security Documents; and (b) submission of certificate of registration of charge, it is not necessary that the Transaction Documents be filed, recorded or enrolled with any court or other authority in India or that any stamp, registration or similar tax be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents other than stamp duty payable on this Deed and the other Transaction Documents (which have been paid and is recorded on the face of each such Transaction Document executed on the execution Date) in the state of execution or the state of receipt thereof.</p>	The Company has complied with the same. The security documents has been executed as per the requirements of the regulations in force and has been perfected within the stipulated timelines.
	<p><b>(ix) Compliance with Applicable Law</b> So long as the Debentureholders continue to hold the Debentures, the Company agrees and undertakes to comply with Applicable Law including all provisions of the Debenture Trustee Regulations, the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time, the debt listing agreement entered with the Exchange, Information Memorandum and the Transaction Documents. The Company agrees and undertakes that once the Debentures are listed with the Exchange, the Company shall comply with all relevant provisions under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, modified or replaced from time to time.</p>	The Company has complied with the same.
(x)	<p><b>Governmental Approvals and Licenses</b></p> <p>The Company will obtain and maintain all Governmental Approvals and licenses that are required to carry out its business activities pursuant to the Applicable Laws from time to time.</p>	The Company has complied with the same.
(xi)	<p><b>Insurance of Secured Assets</b></p> <p>(a) The Company hereby agrees to and shall:</p> <p>(i) insure and keep insured, the Secured Assets against insurable losses and intimate the Debenture Trustee;</p> <p>(ii) ensure that the name of the Debenture Trustee is duly endorsed as a "beneficiary/loss payee" in respect of each of the insurance contracts covering the Secured Assets and all renewals thereof;</p> <p>(iii) provide to the Debenture Trustee, copies of such insurance contracts with respect to Secured Assets or evidence of payment of premia within 7 (seven) days of such demand by the Debenture Trustee;</p> <p>(iv) notify the relevant insurer of any claim under an insurance contracts and keep the Debenture Trustee informed;</p> <p>(v) not do or omit to do, or permit to be done or not done, anything which might prejudice its right to claim or recover under any of its insurance contracts; and</p>	The Company has insured the Secured Assets 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.
(xii)	<p><b>Debenture Redemption Reserve</b></p> <p>(a) the Company is not required to maintain a reserve as per the provisions of Section 71 of the Companies Act, read with Rule 18 of the Companies (Share Capital and Debenture) Rules, 2014 and the SEBI Regulations called the "Debenture Redemption Reserve"; and</p> <p>(b) the Company hereby agrees and undertakes that, if during the currency of this presents, any further guidelines are formulated (or modified or revised) by the central government or any other statutory or regulatory authority in respect of creation of Debenture Redemption Reserve and investment of the monies lying therein, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required to be compliant under Applicable Laws and as requested by the Debentureholder(s)/ beneficial owner(s) or the Debenture Trustee.</p>	Not Applicable
	<p>(c) The Company undertakes to create a recovery expense fund and deposit an amount equal to 0.01% of the issue size subject to maximum of Rs. 25 lakhs towards recovery expense fund ("Recovery Expense Fund"/ "REF") with the 'Designated Stock Exchange' in terms of the Regulation 15 (1) (h) of the Debenture Trustee Regulations and Regulation 26 (b) (7) of SEBI Debt Regulations read with circulars, notifications as may be issued by SEBI from time to time and inform the Debenture Trustee about the same.</p>	The Recovery Expense Fund has been created as per SEBI regulations. The evidence of the same has been submitted to the Debenture Trustee.
12	<b>Credit Downgrade:</b>	External Credit Rating of The Company as on September 30, 2023 is
(a)	<p>(a) Upon the occurrence of change in Credit Rating by any Rating Agency which has rated the Debentures, the Coupon shall be revised as follows:</p> <p>i. If the lowest credit rating accorded to the Debentures by any Rating Agency which has rated the instrument is AA-, the revised coupon shall be equal to the Coupon Rate;</p> <p>ii. If the lowest credit rating accorded to the Debentures by any Rating Agency which has rated the instrument is A+, the revised coupon shall be equal to 1.00% above Coupon Rate;</p> <p>iii. If the lowest credit rating accorded to the Debentures by any Rating Agency which has rated the instrument is below A+, the revised coupon shall be sum of Coupon Rate, 1.00% and an additional 0.25% for each rating notch downgrade from A+.</p>	Ind AA and CARE AA, hence, such Credit Downgrade trigger is not applicable as at the end of 6 month period of September 30, 2023.
(b)	<p>(b) The revised coupon shall be effective from the date of such downgrade.</p>	
(c)	<p>(c) If the credit rating is subsequently upgraded, then the Coupon Rate shall be reduced by 0.25% for each notch of upgrade till it reaches A+ level and then by additional 1.00% in case of further upgrade from A+ to AA- levels. Notwithstanding anything contained above, the coupon shall not be reduced below the Coupon Rate during the Tenor. The lowest outstanding credit rating by any of the Rating Agencies which has rated the instrument, shall be considered for determining the Coupon.</p>	
(d)	<p>(d) If the credit rating of the Company falls below A, each Debentureholders shall have the right to accelerate payment of their outstanding principal amount of the said Debentures along with all other monies/ accrued interest due in respect thereof.</p>	
(e)	<p>(e) In case any rating is discontinued and fresh rating has not been obtained, the rating of the discontinued Rating Agency shall be taken into account while calculating the coupon, till such time fresh rating has been obtained.</p>	
(f)	<p>(f) In the event of any suspension / withdrawal of the rating of the Debentures by any Rating Agency which has rated the Debentures, the Issuer shall get the Debentures rated by a new rating agency acceptable to the Majority Debentureholders and the Primary Debenture Holders, if any holding on such date within period of 90 (Ninety) days.</p>	

**SIGNED FOR IDENTIFICATION**  
 BY   
 SRBC & CO LLP  
 MUMBAI

