

SEC/787/2024-25

April 20, 2024

The General Manager,
Compliance Dept.
BSE Limited
P J Towers, Dalal Street,
Mumbai - 400001

Sub.: Disclosure of Asset cover as per Regulation 54 of SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 (SEBI LODR Regulations)

Dear Sir/ Madam,

Pursuant to Regulation 54(2) of SEBI LODR Regulations, please find enclosed herewith the Audited financial results along with Audit Report for the quarter and year ended March 31, 2024. The security cover is disclosed in the enclosed Audited financial results under the Point No. 2 of Annexure 1 and the same is reproduced below for reference:

The Company had secured Non-Convertible Debentures (including Market Linked Debentures) (NCDs) of ₹65,430.0 million (face value) outstanding at March 31, 2024. These NCDs are secured by way of first ranking pari passu floating charge over the eligible receivables to the extent of security cover of one time of the obligations (principal and interest) or such higher security cover required as per the terms of General Information Document (erstwhile Offer document/Information Memorandum) and/or Debenture Trust Deed.

Also, please find enclosed the security cover certificate as "Annexure A" as per Regulation 54(3) of SEBI LODR Regulations read with SEBI Circular SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 and subsequent amendments thereof.

We request you to take the document on record.

Yours faithfully,

For **ICICI Home Finance Company Limited**



Priyanka Shetty
Company Secretary

ICICI Home Finance Company Limited

Registered Office:
ICICI Bank Towers,
Bandra-Kurla Complex
Mumbai 400 051, India.

Corporate Office:
ICICI HFC Tower,
Andheri Kurla Road, J.B. Nagar,
Andheri (E), Mumbai-400 059.

Tel.: (091-22) 4009 3231
Website : www.icicifhc.com
CIN:- U65922MH1999PLC120106

Ref. No: - K-152/2024/05-002

To,
The Board of Directors
ICICI Home Finance Company Limited
ICICI Bank Towers,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400051

To,
Axis Trustee Service Limited
Axis House, Bombay Dyeing Mills Compound,
Pandurang Budhkar Marg, Worli,
Mumbai – 400025

Dear Sirs,

Certificate of compliance with Regulation 56(1)(d) to be read with Regulation 54 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Regulation 15(1)(t)(ii) of Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time and para 1 of Chapter V of the Operational Circular for Debenture Trustees dated March 31, 2023 (hereinafter collectively referred as "SEBI Regulations")

1. We, Mukund M. Chitale & Co., Chartered Accountants, along with Singhi & Co., Chartered Accountants have been appointed as the joint statutory auditors' of ICICI Home Finance Company Limited ('the Company') for the Financial Years 2021-22 to 2023-24. This certificate is issued in accordance with the terms of our engagement letter dated June 15, 2022 with the Company.
2. Based on the requirements of Regulation 56(1)(d) read with Regulation 54 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter referred as "LODR Regulations"), Regulation 15(1)(t)(ii) of Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 (hereinafter referred as "DT Regulations") and Operational Circular for Debenture Trustees issued by SEBI vide letter No. SEBI/HO/DDHS/P/CIR/2023/50 dated March 31, 2023, the Company is required to submit a certificate to the Axis Trustee Service Limited (hereinafter referred to as "Debenture Trustee") regarding maintenance of security cover ("value of receivables / book debts") against Fully Paid-up listed Redeemable Non-convertible Debentures and Fully Paid-up listed Redeemable Market Linked debentures (collectively referred as "Listed NCDs") including compliance with all the covenants stated in section

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"covenants" in Debenture Trust Deed (DTDs) or supplemental Debenture Trust Deed in respect of such listed NCDs,.

Accordingly, the Company has prepared accompanying statements (Annexure A containing details of security cover available for such listed NCDs and Annexure B listing compliance with covenants), annexed to the certificate, in accordance with the unaudited financial information as at March 31, 2024 and other relevant documents / records maintained by the Company. We have been requested by the management of the Company to issue a certificate on the same.

Management's Responsibility

3. The Management of the Company is responsible for preparation and presentation of the accompanying statements, 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 accompanying statements and applying an appropriate basis of preparation and making estimates that are reasonable in the circumstances.
4. The management of the Company is also responsible for:
 - a. preparation and presentation of the Annexure A, in the format prescribed in Operational Circular for Debenture Trustees dated March 31, 2023;
 - b. accurate computation of security cover available for such listed NCDs based on unaudited financial information of the Company as at March 31, 2024;
 - c. ensuring maintenance of the adequate security cover available for such listed NCDs as per Regulation 54 of LODR Regulations;
 - d. completeness and accuracy of the covenants listed in Annexure B, extracted from the list of covenants under the covenants section of respective DTDs, supplemental DTDs along with the guidance provided in Operational Circular for Debenture Trustees dated March 31, 2023;
 - e. compliance and providing accurate status of compliance with the covenants of the DTDs including supplemental DTDs in respect of such listed NCDs as at March 31, 2024;
 - f. compliance with relevant requirements of SEBI Regulations and circulars in all respect; and
 - g. providing required documents and relevant information to the Company's Debenture Trustee.

This responsibility includes ensuring that the relevant records provided to us for our examination are correct and complete.

Auditor's Responsibility

5. Based on our examination of the security cover available for listed NCDs, which has been prepared by the management from the unaudited financial information as at March 31, 2024 and relevant records provided by the Company, our responsibility is to provide limited assurance on whether the Company has maintained security cover (as computed in Annexure A) in accordance with LODR Regulations in respect of listed NCDs as at March 31, 2024.
6. With respect to compliance with covenants (including financial, affirmative, informative, additional and negative covenants) as stated in DTDs, supplemental DTDs, which have been extracted basis the guidance provided in Operational Circular for Debenture Trustees dated March 31, 2023, our responsibility is to provide limited assurance on whether the Company has complied with covenants (as listed in Annexure B). For providing compliance with Annexure B, we have performed necessary inquiries with the management regarding instances of non-compliance with such covenants or communications received from Debenture Trustees indicating any breach of such covenants during the quarter ended March 31, 2024.
7. With respect to covenants, the management has represented and confirmed that the Company has complied with all such covenants (including affirmative, financial, informative and negative covenants) as prescribed in DTDs, Supplemental DTDs, as at and for the quarter ended March 31, 2024 except for the covenants where the due date for compliance has not elapsed as on date of this report. We have solely relied on such representations provided by the management and have not performed any independent procedures in this regard.
8. For the purpose of this report, we have planned and performed the following procedures:
 - a. Checked the computation of security cover as at March 31, 2024, prepared by the management;
 - b. Traced the amounts forming part of the Annexure A with the information provided by the management and other relevant records and documents maintained by the Company and verified the arithmetical accuracy of the calculations;
 - c. On sample basis, checked the details of the outstanding amounts and assets required to be maintained as collateral for a particular series of the listed debt securities from the books of accounts and other relevant records and documents maintained by the Company for the quarter ended March 31, 2024;
 - d. Obtained from management, a list of covenants (as enlisted in Annexure B), which are extracted by the management from section of "covenants" of respective DTDs and supplemental DTDs of all the listed debt securities outstanding as at March 31, 2024;

- e. On sample basis traced such covenants to the respective DTDs and supplemental DTDs;
 - f. Checked the compliance of certain covenants on sample basis by obtaining explanations from management; and
 - g. We have relied on specific representation obtained from the management with respect to the compliance / adherence to the covenants stated in DTDs and Supplemental DTDs.
9. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.
10. We conducted our examination of the accompanying statements in accordance with the Guidance Note on Reports or Certificates for Special Purposes issued by the Institute of Chartered Accountants of India (ICAI). The Guidance Note requires that we comply with the independence and ethical requirements of the Code of Ethics issued by the ICAI.
11. 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.

Conclusion

12. Based on the procedures performed by us as mentioned in Para 8 above, and according to information and explanation given to us and specific representation obtained from the management, nothing has come to our attention that cause us to believe that, in all material respects:
- a. the particulars furnished in Annexure - A have not been accurately extracted from the available books of accounts and other records and documents of the Company as at March 31, 2024;
 - b. the security cover maintained by the Company against the outstanding listed debt securities are less than 100 percent;
 - c. the computation of security cover is not arithmetically accurate; and
 - d. that the Company has not complied with the covenants stated in Annexure- B.



Restriction on Use

13. This certificate has been issued by us solely for the use of the Board of Directors of the Company and the Debenture Trustee(s), to whom it is addressed, pursuant to the requirements as mentioned in paragraph 2 above. Our certificate should not be used by any other person or for any other purpose. Our certificate should not be quoted or referred to in any other document or made available to any other person or persons without our prior written consent. Our obligations in respect of this certificate are entirely separate from, and our responsibility and liability are in no way changed by any other role we may have as statutory auditors of the Company or otherwise. Nothing in this certificate, nor anything said or done in the course of or in connection with the services that are subject of this certificate, will extend any duty of care we may have in our capacity as statutory auditors of the Company. 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 certificate is shown or into whose hands it may come without our prior consent in writing.

For Mukund M. Chitale & Co.
Chartered Accountants
Firm Reg. No. 106655W



(A.V. Karmat)
Partner

M. No. - 039585
UDIN: 24039585BKCZKI9797

Place: Mumbai
Date: 20 April, 2024

Sr. No.	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	Column P
	Particulars	Description of asset for which this certificate relate	Exclusive charge	Exclusive charge	Parl Passu charge	Parl Passu charge	Parl Passu charge	Assets not offered as security	Elimination (amount in negative)	Debt not backed by any assets offered as security (applicable only for liability side)	Total (C to J)	Related to only those items covered by this certificate				
			Debt for which this certificate being issued	Other secured Debt	Debt for which this certificate being issued	Assets shared by parl passu debt holder (includes debt for which this certificate is issued and other debt with Parl-Passu charge)	Other assets on which there is Parl-Passu charge(excluding items covered in Column F)		Debt amount considered more than once (due to exclusive plus parl passu charge)			Market value for assets charged on Exclusive basis	Carrying/book value for exclusive charge assets where market value is not ascertainable or applicable (For Eg- Bank Balance, DSRA market value is not applicable)	Market Value for Parl Passu charge assets	Carrying value/book value for parl passu charge assets where market value is not ascertainable or applicable (For Eg Bank balance,DSRA market value is not applicable)	Total Value (L+M+N+O)
			Book Value	Book Value	Yes/No	Book Value	Book Value									
	Assets															
1	Property, Plant and Equipment	NA	NA	NA	No	NA	NA	1,025.3	NA		1,025.3	NA	NA	NA	NA	-
2	Capital Work in progress	NA	NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	-
3	Right of Use Assets	NA	NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	-
4	Goodwill	NA	NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	-
5	Intangible Assets	NA	NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	-
6	Intangible Assets under development	NA	NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	-
7	Investments	NA	NA	NA	No	NA	NA	3,298.4	NA		3,298.4	NA	NA	NA	NA	-
8	Loans	Receivable from mortgage loans	NA	27,375.3	Yes	1,17,808.3	NA	75,111.0	NA		2,20,294.6	NA	NA	NA	67,622.2	67,622.2
9	Inventories	NA	NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	-
10	Trade Receivables	NA	NA	NA	No	NA	NA	23.4	NA		23.4	NA	NA	NA	NA	-
11	Cash and Cash Equivalents	NA	NA	NA	No	NA	NA	4,502.3	NA		4,502.3	NA	NA	NA	NA	-
12	Bank Balances other than cash and cash equivalents	NA	NA	NA	No	NA	NA	2.5	NA		2.5	NA	NA	NA	NA	-
13	Others	NA	NA	NA	No	NA	NA	3,921.8	NA		3,921.8	NA	NA	NA	NA	-
	Total		-	27,375.3		1,17,808.3	-	87,884.7			2,33,068.3	-	-	-	67,622.2	67,622.2
	Liabilities															
14	Debt securities to which this certificate pertains	Secured NCDs/MLDs	NA	NA	Yes	67,622.2	NA	-	NA		67,622.2	NA	NA	NA	67,622.2	67,622.2
15	Other debt sharing parl-passu charge with above debt		NA	NA	No	50,186.2	NA	-	NA		50,186.2	NA	NA	NA	NA	NA
16	Other Debt (Deposit + Commercial Papers)		NA	NA	No	NA	NA	-	NA	44,606.2	44,606.2	NA	NA	NA	NA	NA
17	Subordinated Debt		NA	NA	No	NA	NA	-	NA	4,330.8	4,330.8	NA	NA	NA	NA	NA
18	Borrowings		NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	NA
19	Bank		NA	21,749.5	No	NA	NA	-	NA		21,749.5	NA	NA	NA	NA	NA
20	Debt Securities		NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	NA
21	Others		NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	NA
22	Trade payables		NA	NA	No	NA	NA	867.4	NA		867.4	NA	NA	NA	NA	NA
23	Lease liabilities		NA	NA	No	NA	NA	-	NA		-	NA	NA	NA	NA	NA
24	Provisions		NA	NA	No	NA	NA	252.5	NA		252.5	NA	NA	NA	NA	NA
25	Others		NA	NA	No	NA	NA	13,915.4	NA		13,915.4	NA	NA	NA	NA	NA
26	Total		-	21,749.5		1,17,808.4	-	15,035.3	-	48,937.0	2,05,530.2	-	-	-	67,622.2	67,622.2
27	Cover on book value ¹					1.00										
28	Cover on market value ¹					1.00										
			Exclusive Security Cover Ratio ¹	NA		Parl-Passu Security Cover Ratio ¹	1.00									

1. Security Cover Ratio pertains to listed secured Non Convertible Debentures (NCDs) and Market Linked Debentures (MLDs)

2. Senior NCDs (incl. MLDs) are secured by way of first parl passu floating charge against eligible receivable at such value as recognised in the audited financial statement. Since the nature of asset are in form of the receivables, market value cannot be ascertained and hence the book value has been considered in the above table.


Shyam Sunder Tallor
Chief Financial Officer



Annexure B

Covenants for the quarter ended March 31, 2024

Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
1.	Accounts/ funds/ reserves maintained	Recovery Expense Fund	<p>i. The Company shall create and maintain a reserve to be called the recovery expense fund as per the provisions of and in the manner provided in the SEBI (Debenture Trustee) Regulations, 1993, as amended or updated from time to time, the SEBI circular bearing serial number SEBI/HO/MIRSD/CRADT /CIR/P/2020/207 dated 22 October 2020 on 'Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" and any guidelines and regulations issued by SEBI, as applicable. The recovery expense fund is created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security in accordance with the Transaction Documents.</p> <p>ii. The balance in the recovery expense fund shall be refunded to the Company on repayment of Obligations to the Debenture Holders on the Final Redemption Date or at the time of exercise of a call or put option, for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee to the designated stock exchange. The Debenture Trustee(s) shall satisfy that there is no 'default' on any other listed debt</p>	<p>Recovery expense fund is created by the company and the maximum amount of ₹ 25 lacs is deposited with BSE Ltd.</p> <p>Not Applicable as NCDs are outstanding as on date.</p>	<p>Complied</p> <p>Not Applicable</p>



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			securities of the Company before issuing the said NOC.		
2.		Any other fund	The Company shall transfer unclaimed interest/dividend to "Investor Education and Protection Fund" as per Section 125 of the Act and shall not forfeit unclaimed interest/dividend	No such event has occurred during the quarter ended March 31, 2024 with respect to MLDs and NCDs.	Not Applicable
3.	Financial	Other disclosures/submissions	<p>i. The Company shall supply to the Debenture Trustee as soon they become available, but in any event within 60 (sixty) days after the end of each Financial Year, the audited financial statements of the Company for that Financial Year.</p> <p>ii. The Company shall supply to the Debenture Trustee as soon they become available, but in any event within 90 (ninety) days after the end of each Financial Year, the unaudited/provisional financial statements of the Company for that Financial Year.</p> <p>iii. The Company shall, while submitting quarterly and annual financial results, shall provide the following information: a) Debt-equity ratio;</p>	<p>The Company has submitted the audited financial results for the year ended March 31, 2023 to debenture trustee on April 17, 2023 i.e. within the prescribed timelines.</p> <p>The Company had adopted the financial statements within 90 days after the end of the financial year and audited financial statements were provided to Debenture Trustees. Hence, this is not applicable to the Company.</p> <p>The Company has submitted the audited financial results for the quarter and year ended</p>	<p>Complied</p> <p>Not applicable</p> <p>Complied</p>



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			b) Debt service coverage ratio; c) Interest service coverage ratio; d) Outstanding redeemable preference shares (quantity and value); e) Capital redemption reserve/debenture redemption reserve; f) Net worth; g) Net profit after tax; h) Earnings per share; i) Current ratio; j) Long term debt to working capital; k) Bad debts to Account receivable ratio; l) Current liability ratio; m) Total debts to total assets; n) Debtors' turnover; o) Inventory turnover; p) Operating margin percent; q) Net profit margin percent r) Such other ratio/equivalent financial information, as may be required to be maintained, if any, under the applicable laws.	March 31, 2023 and unaudited financial results for quarter and nine months ended December 31, 2023 to the debenture trustee within the prescribed timelines. The ratios, which are applicable to the Company, are included in the financial results of the Company.	
			iv. In accordance with Regulation 51, 52, 56, 57 and 58 and all other applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company shall furnish all such documents/ certificates/ reports and such other the necessary information to the Debenture Trustee and/or Exchange,	The Company has submitted all documents/ certificates/ reports and other necessary information to the Debenture trustee and/or exchange, within the	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			within the timeline specified in the said regulations;	timelines specified in the said SEBI regulations.	
4.	Affirmative	Security Cover as per terms of Issue	<p>i. The Company shall supply to the Debenture Trustee a half-yearly certificate from the statutory auditor, along with half yearly results, regarding maintenance of 100% Security cover as per format defined by SEBI (which includes the value of receivables/book debts) as per the terms of Transaction Documents including compliance with all the covenants in respect of listed non-convertible debt securities, by the statutory auditor.</p> <p>ii. The Company will promptly submit to the Debenture Trustee, information required by the Debenture Trustee for carrying out the quarterly due diligence and for monitoring the asset cover as may be specified by SEBI, from time to time.</p> <p>iii. The Company shall not do any act or thing which may adversely affect or prejudice the charge created over the Hypothecated Assets pursuant to the Security Documents. Further, the Company undertakes that, at all times, till the Final Settlement Date, it shall maintain the Security Cover required to be maintained under the Debenture Trust Deed.</p>	<p>The Company has submitted to the Debenture Trustee a half-yearly certificate obtained from the statutory auditor for September 30, 2023.</p> <p>The Company provides the information as required by Debenture Trustee from time to time.</p> <p>The Company maintains the security cover as applicable.</p>	<p>Complied</p> <p>Complied</p> <p>Complied</p>
		Title of security/asset	i. The Company shall undertake that the assets on which charge is created/will be created are free	The Company has ensured compliance of the same.	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			<p>from any encumbrances, and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or <i>pari passu</i> charge on the assets of the Company has been obtained from the earlier creditors.</p> <p>ii. The Company shall ensure that the charge created/to be created in favour of the Security Trustee pursuant to the Security Documents:</p> <p>(a) constitutes and will constitute the security expressed to be conferred pursuant to the relevant Security Document; and</p> <p>(b) has and shall continue to have the ranking it is expressed to have under this Deed and the Security Documents.</p> <p>iii. The Company shall do all acts, deeds and things, make all filings and registrations and take any action as may be necessary or desirable to:</p> <p>(a) establish and perfect the rights of the Security Trustee in and to the Hypothecated Assets with respect to the Obligations and give effect to the Security, including any recording, filing, registration, giving of notice or other similar action; and</p> <p>(b) create, perfect, protect and maintain the charge over the Hypothecated Assets with respect to the Obligations, to the extent of the Security Cover, in full force and effect</p>	<p>The Company has ensured compliance with the same.</p> <p>The Company ensures the same by filing all charge related documents with ROC within the stipulated time and ensures maintenance of asset cover as applicable.</p>	<p>Complied</p> <p>Complied</p>



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			iv. The Company shall co-operate with the Debenture Trustee and the Security Trustee to enable it to make necessary filings in connection with the creation of Security over Hypothecated Assets under the Deed of Hypothecation with CERSAI, within 30 (thirty) Business Days of the Deemed Date of Allotment.	The Company has ensured compliance with the same.	Complied
5.	Affirmative or restrictive	Credit downgrade	The Company shall supply to the Debenture Trustee information regarding any revision in the existing credit rating given to the Debentures.	Based on the credit rating letter for debt securities received, there is no change in credit rating as compared to the previously obtained credit rating letter.	Not applicable
		Credit rating	The Company shall ensure that the Debentures are and continue to be rated by Rating Agency until the Final Settlement Date. If a Rating Agency withdraws or suspends the rating assigned to the Debentures prior to the occurrence of the Final Settlement Date, then the Company shall ensure that either the suspension of the rating is lifted or a new rating is received for the Debentures within a period of 30 (thirty) Business Days from another Rating Agency registered with the SEBI.	All debentures of the company are rated by the Rating agency and there is no withdrawal or suspension of rating before the final settlement date during the quarter ended March 31, 2024.	Not Applicable
6.	Negative	Purpose / end use	The funds raised pursuant to the Issue shall be utilised only for the Purpose. The amount so raised would not be used for onward lending to any group entities/ parent companies/associates.	The funds raised pursuant to the Issue had been utilised only for the purpose as given in the General Information	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
				Document and Key Information Document.	
		Change in nature and conduct of business	<p>i. The Company shall inform the Debenture Trustee about any change in nature and conduct of the principal business by the Company;</p> <p>ii. The Company shall ensure that no material change is made to the general nature and conduct of its business from that carried on at the date of the Debenture Trust Deed. In case of any material change, the same shall be notified to the Debenture Trustee</p>	<p>No such event has occurred during the quarter ended March 31, 2024.</p> <p>No such event has occurred during the quarter ended March 31, 2024.</p>	<p>Not applicable</p> <p>Not applicable</p>
		Change in management	The Company shall inform the Debenture Trustee of any significant changes in the composition of its board of directors;	<p>There were changes in the composition of directors during the quarter ended March 31, 2024 and the same was informed to Debenture Trustee. The details of the same are given below:</p> <p>1. Vineeta Rajadhyaksha (DIN: 10483840) was appointed as Managing Director & CEO (MD & CEO) of the Company and Anirudh Kamani (DIN: 07678378) ceased to be MD & CEO of the Company on account of early</p>	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
				<p>retirement with effect from the date of receipt of regulatory approval i.e. February 16, 2024.</p> <p>2. Sandhya Gadkari Sharma (DIN: 02005378) has been appointed as Additional Non-Executive Independent Director of the Company with effect from January 13, 2024 and her appointment was regularized to Non-Executive Independent Director in the Extra-Ordinary General Meeting of the Company held on January 16, 2024.</p> <p>3. Vinod Kumar Dhall (DIN: 02591373) ceased to be the Chairman of the Company with effect from January 13, 2024 (close of business hours) and Rakesh Jha was appointed as the Chairman of the Company with effect from January 14, 2024. Vinod Kumar Dhall (DIN: 02591373) has retired as</p>	



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
				a Non-Executive Independent Director of the Company with effect from January 17, 2024.	
		Fund raising/ borrowing / encumbrance	<p>i. The Company shall ensure that the Issue does not violate the terms of any existing Financial Indebtedness of the Company.</p> <p>ii. The Company shall not make any material modification to the structure of the Debentures in terms of coupon, conversion, redemption, or otherwise without the prior approval of the stock exchange and such prior approval of the stock exchange would be obtained only after: (a) approval of the Board and the Debenture Trustee; and (b) complying with the provisions of the Act, including approval of the requisite majority of Debenture Holder(s). Further, any proposal of restructuring received by Debenture Trustee shall be communicated to Debenture Holder(s) immediately</p> <p>iii. The Company shall not, without the prior consent of the Debenture Trustee, carry out any material amendments or alterations to its Memorandum or Articles, which would impact the</p>	<p>The debt securities issued during the quarter ended March 31, 2024 does not violate the terms of any existing financial indebtedness of the Company.</p> <p>No such event has occurred during the quarter ended March 31, 2024.</p> <p>During the quarter ended March 31 2024, no material modifications were carried out by the</p>	<p>Complied</p> <p>Not applicable</p> <p>Not applicable</p>



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			consummation of the transactions contemplated under the Transaction Documents or otherwise prejudice/impact the rights/interest of the Debenture Holders under the Transaction Documents.	Company to its Memorandum or Articles, which would impact the consummation of the transactions contemplated under the Transaction Documents or otherwise prejudice/ impact the rights/ interest of the Debenture Holders under the Transaction Documents.	
7.	Default	Default of principal or interest or both	If one or more of the events specified in "Event of Default") shall have occurred and is continuing (that is, if the Event of Default has not been remedied by the Company or waived by the Debenture Trustee), then the Debenture Trustee, acting on the instructions of the Majority Debenture Holders or the Super Majority Debenture Holders, as applicable, shall, by a notice in writing to the Company [declare all the Debentures outstanding together with redemption premium, if any, and all accrued interest thereon to be due, and upon such declaration, the same shall thereupon become due and payable forthwith] and the Debenture Trustee shall have right to enforce this Deed and the Transaction Documents and shall have the following rights (notwithstanding anything in these presents to the contrary):	No event of default has occurred during the quarter ended March 31, 2024.	Not applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			<p>(a) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the Board of the Company;</p> <p>(b) to levy Default Interest on overdue amounts as per the terms of the Issue;</p> <p>(c) enforce the security over the Hypothecated Assets towards the repayment of the Obligations and exercise its rights under the Transaction Documents;</p> <p>(d) initiating any enforcement action including without limitation under SARFAESI Act, 2002, Insolvency and Bankruptcy Code, 2016 (wherever applicable); and</p> <p>(e) exercise such other rights as the Debenture Holder(s) or Debenture Trustee (acting on the instructions of the Debenture Holders in accordance with the terms of the Debenture Trust Deed) may deem fit under Applicable Law</p>		
		Security creation default	<p>i. In the event that the Company fails to create and perfect a valid security on the terms set out in this Deed and other Transaction Documents within relevant time period set out, the Company shall be required to either (i) or (ii) pay an interest of at least 2% per annum over and above the coupon rate on the amounts outstanding on the Debenture, until the security is created and perfected in the manner and on the terms set out in this Deed and other Transaction Documents. The Company also agrees to disseminate and disclose information</p>	The Company has created and perfected the charge within the time period as set out in terms of the deed and other transaction documents.	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			<p>pertaining to failure to create security, on the assets, on its website.</p> <p>ii. In the event that, at any time until the Final Settlement Date, the Security Trustee is of the opinion that the Security over the Hypothecated Assets has become inadequate to provide the Security Cover, the Company shall, upon receipt of a written notice from the Security Trustee, at its own costs and expenses, furnish to the Security Trustee additional security interest or contractual comforts to the satisfaction of the Security Trustee. Such additional security interest and/or such contractual comforts shall be acceptable to the Security Trustee as being adequate (along with all other security interest existing created for securing the Debentures) to cover the Obligations and shall be created/provided within 15 (fifteen) Business Days of receiving a notice from the Debenture Trustee. Thereafter, the Company shall make and ensure making of all such filings and registrations (at its own cost and expense) with the relevant competent authority and take all other steps necessary to ensure that the security interest and/or the contractual comforts are maintained in full force and effect. In the event the Issuer fails to provide such additional security or contractual comforts within the said 15 (Fifteen) Business Days, the Secured Parties may levy an additional</p>	<p>No such event has occurred during the quarter ended March 31, 2024.</p>	Not applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			interest of 1% (one percent) on the principal portion of the Obligations.		
		Others	i. The Company shall notify the Debenture Trustee of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.	No such event has occurred during the quarter ended March 31, 2024.	Not applicable
			ii. The Company shall notify the Trustee of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.	No such event has occurred during the quarter ended March 31, 2024.	Not applicable
8.	Miscellaneous / submissions / informative		Each set of financial statements delivered pursuant shall be certified by a director or an authorised signatory of the Company as giving a true and fair view of its financial condition and operations as at the end of and for the period in relation to which those financial statements were drawn up.	The Un-audited financial results for the quarter and nine months ended December 31, 2023 of the Company are certified by the Directors/ Authorised Signatories of the Company.	Complied
			The Company shall procure that each set of financial statements prepared using IND-AS, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, the Company notifies the Debenture Trustee that there has been a change in IND-AS, the accounting practices or reference periods and its auditors deliver to the Debenture Trustee a description of any change necessary for those financial statements to reflect	The Company prepares its financial statements on consistent basis, which incorporates all the required disclosures, as per applicable laws including IND-AS.	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			the IND-AS, accounting practices and reference periods upon which the Original Financial Statements were prepared. Any reference in the Debenture Trust Deed to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared		
			The Company shall, by no later than 5 (five) Business days prior to each expiry of the credit rating of the Debentures, obtain an annual credit rating in respect of the Debentures from the Rating Agency or another independent credit rating agency (acceptable to the Debenture Trustee) in accordance with the Listing Agreement and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and deliver the same to the Debenture Trustee.	The Company has ensured the renewal of credit rating letters of debt securities in not later than 5 business days from the tenure expiry of previously issued credit rating letters.	Complied
			The Company agrees and undertakes to constitute a stakeholders' relationship committee, in terms of the Applicable Law, to look into the mechanism of redressal of grievances of the Debenture Holders	The Company has constituted the said Committee for the given purpose.	Complied
			The Company shall supply to the Debenture Trustee until occurrence of an Event of Default, all documents dispatched by it to its shareholders (or any class of them) or its creditors generally which are in relation to the Debentures or affect the rights of the Debenture Holders and/ or creditors of the Company in any manner	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			The Company shall supply to the Debenture Trustee within 2 (two) Business Days of receipt by the Company, notice of any application for initiation of an insolvency or insolvency resolution process, fresh start process or bankruptcy process (by whatever name called) against the Company under the Code or any other analogous law.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall supply to the Debenture Trustee notice in writing of commencement of any proceedings directly affecting the Hypothecated Assets.	No such material event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall supply to the Debenture Trustee promptly, upon becoming aware of any corporate action, legal proceedings or other procedure or step being taken in relation to the preparation of a resolution plan for the Company pursuant to the Reserve Bank of India (Prudential Framework for Resolution of the Stressed Assets) Directions, 2019 or any other guidelines issued or framework set up by the RBI in relation to resolution of stressed assets;	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall supply to the Debenture Trustee promptly, such further information regarding the financial condition, business and operations of the Company as the Debenture Trustee or a Debenture Holder (through the Debenture Trustee) may reasonably request.	There were no such event for the quarter ended March 31, 2024.	Not Applicable
			The Company shall supply to the Debenture Trustee within 7 (seven) days of the relevant board meeting or within 45 (forty five) days of the respective	The Company has submitted the quarterly compliance report	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			Quarter End Date whichever is earlier, periodical status/ performance reports in accordance with Regulation 15 of SEBI (Debenture Trustee) Regulations, 1993;	(periodical status/ performance report) for the quarter ended December 31, 2023 to the debenture trustee within time limit.	
			The Company shall supply to the Debenture Trustee within 5 (five) Business Days, in relation to any change in the registered office address of the Company.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall supply to the Debenture Trustee promptly upon request of the Debenture Trustee, such documentation and other evidence in relation to the Company as is requested by the Debenture Trustee (including on behalf of any prospective new Debenture Holders) in order for such Debenture Holders or any prospective new Debenture Holders to conduct any "know your customer" or other similar procedures under Applicable Laws.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall provide the Debenture Trustee and/or the Debenture Holders all other documents and information required to be disclosed under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, within the timeline stipulated therein. The Company shall also submit to the Debenture Trustee, all such information as may be required by the Debenture Trustee in order to make the necessary disclosures on its website pursuant to the applicable rules/regulations issued by SEBI in this regard from	The Company provides to the Debenture trustee and/or the Debenture Holders the documents and information as required under SEBI LODR Regulations, 2015 and other SEBI regulations/circulars as applicable.	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			time to time and shall also endeavour to submit to the Debenture Trustee all other information submitted by the Company to the Exchange.		
			The Company shall keep proper books of accounts as required by the Act and all other books, registers and other documents relating to the affairs of the Company at its registered office open for inspection by the Debenture Trustee;	The Company maintains all the books of accounts, registers and other documents required to be maintained under the Companies Act, 2013, which are open for inspection by the Debenture Trustee.	Complied
			The Company shall submit the credit confirmation letter received from the depositories evidencing credit of dematerialized Debentures into the depository accounts of the Debenture Holder(s);	The Company provides to the debenture trustees confirmation letter received from the Depositories (NSDL/CDSL) for credit of dematerialized debt securities.	Complied
			The Company shall inform the Debenture Trustee and the stock exchange, the status of payment (whether in part or full) of the Debentures within the timeline specified under Applicable Law. While, intimating the Debenture Trustee, the Company shall also confirm whether they have informed the status of payment or otherwise to the stock exchange(s) and Depository.	The Company while intimating the debenture trustee for each of its payments, confirms that they have informed the status of payment to the Bombay Stock Exchange Limited ('BSE') and Depositories	Complied
			The Company shall within 1 (One) day of the interest or principal or both becoming due, submit a	The Company has informed BSE with a copy	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			certificate to the stock exchange(s) with a copy to the Debenture Trustee, that it has made timely payment of interests or principal obligations or both in respect of the Debentures.	to Debenture trustee regarding payment of interests and principal obligations in respect of the listed debt securities within the timeline	
			The Company shall, if default in payment of Debentures is continuing, inform the Debenture Trustee, the stock exchange(s) and the Depository the updated status of payment within the timeline specified under Applicable Law. The aforementioned intimations shall be submitted until the Obligations are fully discharged or satisfied.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall submit to the Debenture Trustee, a statement indicating material deviations, if any in utilisation of the proceeds of the Debentures, in the format prescribed under Applicable Law.	The Company has provided the confirmation of no material deviation in the quarterly compliance report submitted to the Debenture Trustee for the quarter ended December 31, 2023 within the prescribed timeline.	Complied
			The Company shall furnish information required by the Debenture Trustee for the effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account, etc.;	The Company provides the information to the Debenture Trustee from time to time.	Complied
			The Company shall inform the Debenture Trustee in case if it undertakes or enters into any amalgamation, demerger, merger or corporate	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			restructuring or reconstruction scheme having material impact on the composition of the Company;		
			The Company shall keep the Debenture Trustee informed of all orders, directions, notices of courts and tribunals affecting or likely to affect the Hypothecated Assets;	No such material event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall keep the Debenture Trustee informed of all orders, directions, notices of courts and tribunals bearing material impact on the ability of the Company to perform its payment obligations under this Deed;	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall on a request being made by the Debenture Trustee, provide to the Debenture Trustee, such documents/information as may be required by the Debenture Trustee to enable the Debenture Trustee to make the necessary disclosures/submissions as specified in the SEBI circular no. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020 on 'Monitoring and Disclosures by Debenture Trustee(s) read with SEBI circular bearing reference number SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/6 and dated May 19, 2022.'	The Company provides the information as and when required by Debenture Trustee pursuant to said SEBI Circular.	Complied
			The Company shall promptly upon becoming aware, inform the Debenture Trustee the following details (if any): (i) corporate debt restructuring, (ii) fraud/defaults by promoter or key managerial personnel or by the Company or arrest of key managerial personnel or promoter; and	No such event has occurred during the quarter ended March 31, 2024	Not Applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			(iii) reference to National Company Law Tribunal or insolvency petitions (if any) filed by any creditor and the same is not dismissed within 60 (sixty) days		
			<p>The Company shall, submit a quarterly report, certified by a director or company secretary or if required by Applicable Law, its statutory auditors, to the Debenture Trustee containing the following particulars to the extent such information does not constitute Unpublished Price Sensitive Information:</p> <p>(i) updated list of names and addresses of all Debenture Holders;</p> <p>(ii) details (if any) of any amount due but unpaid in respect of any Debenture and reasons for the same;</p> <p>(iii) the number and nature of grievances received from the Debenture Holders and resolved by the Company together with details of grievances unresolved by the Company and reasons thereof;</p> <p>(iv) a confirmation that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when the same become due; and</p> <p>(v) any other information that may be requested by the Debenture Holders from time to time.</p>	The Company has submitted the quarterly compliance report (periodical status/ performance report) for the quarter ended December 31, 2023 to the debenture trustee within the prescribed time period.	Complied
			The Company shall Upon the reasonable request of the Debenture Trustee, the Company shall provide the Debenture Trustee and any of its authorised representatives and professional advisers, with access to and permit them to, at the cost of the Company, examine and inspect the books and records of the Company, at reasonable times.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			The Company shall furnish to the Debenture Trustee all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence in terms of the SEBI circular bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/218 dated 3 November 2020 on 'Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)' and necessary reports / certificates to the stock exchanges / SEBI and make the necessary disclosures on its website, in terms of the SEBI circular no. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated 12 November 2020 on 'Monitoring and Disclosures by Debenture Trustee(s)' read with the circular by SEBI bearing reference number SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 and dated May 19, 2022.	The Company has submitted the necessary information as and when required by Debenture Trustee under the said SEBI circulars.	Complied
			The Company shall promptly supply certified copies to the Debenture Trustee of, any Authorisation required under any Applicable Law, (i) to enable it to carry on its business as it is being conducted from time to time; (ii) to enable it to perform its obligations under any Transaction Documents (including, without limitation, in connection with any payment to be made thereunder); and (iii) to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document.	No such details were submitted during the quarter ended March 31, 2024.	Not Applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			The Company shall do all acts, deeds and things, make all filings and registrations and take any action as may be necessary or as may be required by the Debenture Trustee to give effect to the Transaction Documents.	The Company ensures filing, executing all necessary documents/forms as required.	Complied
			The Company shall comply with all the provisions of the Supplemental Placement Memorandum read with the Shelf Placement Memorandum.	The Company has complied with the same.	Complied
			Within 7 days of receipt of a request from a Secured Party, the Company shall authenticate any information relating to the Debentures and the Hypothecated Assets, to be submitted by that Secured Party with the Information Utility.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall list the Debentures on the debt market segment of the BSE within 3 (Three) Trading Days from the closure of Issue and shall at all times maintain such listing of the Debentures on the wholesale debt market segment of the BSE as amended from time to time.	During the quarter ended March 31, 2024, Fully paid, Rated, Listed, Secured Redeemable Senior Non-Convertible Debentures (NCDs) were issued by the Company on the following dates. 1. January 29, 2024 amounting to ₹4,900.0 million 2. February 15, 2024 amounting to ₹1,000.0 million under Option 1 and ₹6,000.0 million under Option 2	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
				3. March 06, 2024 amounting to ₹4,000.0 million	
			Without prejudice to the generality of sub-paragraph (I) above, the Company shall comply in all respects with any circular, guideline, direction, notification or rule issued by any Governmental Authority with respect to the Issue, including, but not limited to, the Act, the SEBI (Debenture Trustee) Regulations, 1993, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies (Share Capital and Debentures) Rules, 2014, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Listing Agreement and the Insider Trading Regulations	The Company has ensured compliance with all the applicable laws.	Complied
			The Company shall pay and discharge all Taxes, rates, rents and governmental charges upon the Company, as the case may be, and its respective assets before penalties become attached thereto and shall establish adequate reserves for the payment of any Taxes, rates, rents and governmental charges becoming due unless such Taxes, rates, rent and governmental charges are being contested in good faith by appropriate proceedings.	The Company has ensured that payment of all the applicable taxes are being done within the prescribed timeframe.	Complied
			The Debenture Trustee and/or the Debenture Holder(s) or any of them or any other person shall, as provided in Section 94 of the Act, be entitled to inspect the registers of the Company and to take copies of or extracts from the same or any part	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			thereof during usual business hours. The registers may be closed by the Company at such time and for such periods as it may think fit in accordance with the provisions of the Act after giving not less than 7 (seven) days' previous notice or such notice as prescribed under Applicable Law by advertisement in some newspaper circulating in the district in which the Company's registered office is situate. No transfer will be registered during such period when the register of Debenture Holder(s) remains closed.		
			The Company shall, so long as the Debentures are outstanding, not declare any dividend to the shareholders in any year until the Company has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures.	Not Applicable, as the Company has timely met with payment obligations.	Not Applicable
			The Company shall maintain a functional website containing correct and updated information as required by SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 and other Applicable Laws.	The Company maintains the website containing the information required as per the applicable laws.	Complied
			The Company shall not, without the prior consent of the Debenture Trustee, voluntarily wind up or liquidate or dissolve its affairs or make any filing for initiation of corporate insolvency resolution process or liquidation under the Insolvency and Bankruptcy Code, 2016 or under any other Applicable Laws.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable
			The Company shall within 15 (fifteen) days from the end of every half year (i.e. April 15 and October 15), submit a statement, to the stock exchange, where	The Company has submitted the statement for the period ended	Complied



Sr. no.	Category	Sub-type	Covenants	Remarks	Status of compliance
			Debentures are listed, as well as to the Depository containing data in the format as prescribed in the SEBI regulations as applicable from time to time'	September 30, 2023 to the Stock Exchange within the prescribed timelines.	
			The Company agrees to provide the respective authorities with any documentation or information requested relating to self or beneficiary or related Tax entity to the extent required under Applicable Law by the Debenture Trustee for meeting its compliances. The Company agrees that it will provide a copy of the documents provided to the Tax authorities to the Debenture Trustee for its records. Further, the Company shall indemnify and hold harmless the Debenture Trustee for any penal consequence arising due to non-compliance of the aforesaid provision by the Company.	No such event has occurred during the quarter ended March 31, 2024.	Not Applicable


Shyamsunder Tailor
Chief Financial Officer

