INSTITUTIONAL INVESTORS UNDER RULE 144A (AS DEFINED BELOW) OR (2) OUTSIDE THE UNITED STATES IN "OFFSHORE TRANSACTIONS" AS DEFINED IN, AND IN RELIANCE ON, REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT").

IMPORTANT: You must read this disclaimer before continuing. This disclaimer applies to the attached preliminary offering memorandum (the "**Offering Memorandum**") following this page. You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached Offering Memorandum. In accessing the attached Offering Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

Confirmation of your representation: By accepting and accessing the attached Offering Memorandum you are deemed to have represented to Credit Suisse (Hong Kong) Limited; Deutsche Bank AG, Singapore Branch; Standard Chartered Bank; Axis Bank Limited, Singapore Branch; BNP Paribas; Mizuho Securities Asia Limited; MUFG Securities Asia Limited and State Bank of India, London Branch (together, the "**Joint Lead Managers**") that (1) (i) you are not in the United States as defined in Regulation S and, to the extent you will purchase the securities described in the attached Offering Memorandum, you will be doing so in an "offshore transaction" as defined in, and pursuant to, Regulation S or (ii) you are acting on behalf of, or you are, a "qualified institutional buyer" ("**QIB**"), as defined in Rule 144A under the Securities Act, and (2) you consent to the delivery of the attached Offering Memorandum and any amendments or supplements thereto by electronic transmission.

The attached Offering Memorandum has been made available to you in electronic form. You are reminded that documents may be altered when transmitted electronically and consequently none of JSW Steel Limited (the "**Company**") or the Joint Lead Managers or any of their respective directors, employees, representatives, affiliates or agents accept any liability or responsibility whatsoever in respect of any discrepancies between the Offering Memorandum distributed to you electronically and the hard copy version. A hard copy version will be provided to you upon request.

Restrictions: The attached Offering Memorandum is being furnished in connection with an offering exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described therein. The information in the attached Offering Memorandum is not complete and may be changed.

THE SECURITIES DESCRIBED THEREIN HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE STATE OR LOCAL SECURITIES LAWS.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute a general advertisement or solicitation in the United States or elsewhere. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Joint Lead Manager or any affiliate of any Joint Lead Manager is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Joint Lead Manager or affiliate on behalf of the Company in such jurisdiction.

In accordance with the provisions of applicable Indian regulations, only investors that are residents of Financial Action Task Force ("**FATF**") or International Organization of Securities Commission's ("**IOSCO**") compliant jurisdictions, multilateral and regional financial institutions where India is a member country or individuals, if they are foreign equity holders or for subscription to bonds/debentures listed abroad, and foreign branches/subsidiaries of Indian banks are eligible to purchase the Notes (defined below) issued by the Company (it being clarified that foreign branches/subsidiaries of Indian banks are eligible to subscribe to or purchase only such part of the Notes (if any) whose proceeds are being utilized exclusively for purposes for which such branches/subsidiaries are eligible to provide external commercial borrowings under the ECB Regulations (as defined below)). By accessing this Offering Circular you shall be deemed to have represented to us that you are a resident of a FATF or an IOSCO compliant jurisdiction and that you are not (i) a multilateral or regional financial institution in which India is not a member country; (ii) an individual (a) which is not a foreign equity holder (as defined in the ECB Regulations) or (b) if the Notes cease to be listed on a stock exchange (which is not in India); or (iii) a foreign branch or subsidiary of an Indian bank to the extent of such part of the Notes (if any) whose proceeds are not being utilized exclusively for purposes for which such foreign branch or subsidiary is eligible to provide external commercial borrowings under the ECB Regulations (as defined below).

This Offering Memorandum has not and will not be registered or produced or made available as an offer document whether as a prospectus in respect of a public offer or an information memorandum or private placement offer cum application letter or other offering material in respect of a private placement under the Indian Companies Act or any other applicable Indian laws, with the Registrar of Companies, the Securities and Exchange Board of India or any other statutory or regulatory body of like nature in India.

You are reminded that you have accessed the attached Offering Memorandum on the basis that you are a person into whose possession it may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located. If you have gained access to this electronic transmission contrary to the foregoing restrictions, you will be unable to purchase any of the securities described therein.

Actions that you may not take: You should not reply by e-mail to this communication, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

You may not forward or deliver the attached Offering Memorandum, electronically or otherwise, to any other person or reproduce it in any manner whatsoever. Any forwarding, distribution or reproduction of the attached Offering Memorandum, in whole or in part, is unauthorized. Failure to comply with this directive may result in a violation of the Securities Act or the securities laws of other jurisdictions.

You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

JSW Steel Limited

(originally incorporated with limited liability in the Republic of India under the Companies Act, 1956)

U.S.$500,000,000 3.95% Notes due 2027

U.S.$500,000,000 5.05% Notes due 2032

JSW Steel Limited, a limited liability company incorporated under the laws of the Republic of India (the "**Company**"), is offering U.S.$500,000,000 aggregate principal amount of its 3.95% Notes due 2027 (the "**Series 1 Notes**") and U.S.$500,000,000 aggregate principal amount of its 5.05% Notes due 2032 (the "**Series 2 Notes**"), and together with the Series 1 Notes, (the "**Notes**"). The Series 1 Notes will bear interest at a rate of 3.95% per annum and will mature on April 5, 2027. Interest on the Series 1 Notes will be paid semi-annually in arrear on April 5 and October 5 of each year, commencing April 5, 2022. The Series 2 Notes will bear interest at a rate of 5.05% per annum and will mature on April 5, 2032. Interest on the Series 2 Notes will be paid semi-annually in arrear on April 5 and October 5 of each year, commencing April 5, 2022. Payment on the Series 1 Notes will be made without withholding or deduction for or on account of taxes, duties, assessments or government charges of India to the extent described under the terms and conditions of the Series 1 Notes (the "**Series 1 Notes Conditions**"). Payment on the Series 2 Notes will be made without withholding or deduction for or on account of taxes, duties, assessments or government charges of India to the extent described under the terms and conditions of the Series 2 Notes (the "**Series 2 Notes Conditions**", and together with the Series 1 Notes Conditions, the "**Conditions**").

Upon the occurrence of a Trigger Event, the interest rate on the Series 2 Notes will increase by 0.375 per cent. per annum with effect from the most recent Interest Payment Date preceding the Trigger Event until the redemption of the Series 2 Notes, provided that such increase in the interest rate pursuant to the Conditions may occur no more than once. If, following an increase in the interest rate after a Trigger Event, the Company achieves the Sustainability Performance Target after the Target Observation Date, there will be no decrease to the interest rate of the Series 2 Notes and the interest rate of the Series 2 Notes will remain unchanged.

Unless previously redeemed or repurchased and canceled, the Series 1 Notes will be redeemed on April 5, 2027 at their principal amount together with accrued but unpaid interest (if any). Unless previously redeemed or repurchased and canceled, the Series 2 Notes will be redeemed on April 5, 2032 at their principal amount together with accrued but unpaid interest (if any). The Notes may be redeemed at the option of the Company in whole or in part at their principal amount (together with interest accrued to but excluding the date fixed for redemption) if the Company has or will become obliged to pay Additional Amounts (as defined in the Conditions) in the event of certain changes relating to taxation in India. Subject to the receipt of regulatory approval, the Company will, at the option of the Noteholders (as defined in the Conditions), redeem any outstanding Notes upon the occurrence of a Change of Control Triggering Event (as defined in the Conditions), at a redemption price of 101% of their principal amount together with interest accrued to but excluding the date fixed for redemption. Any time on or after October 5, 2026, the Series 1 Notes may be redeemed at the option of the Company in whole or in part, at any time on giving not less than 30 days' nor more than 60 days' written notice to the Noteholders at their principal amount, plus the interest accrued to but excluding the date fixed for redemption. Any time on or after October 5, 2031, the Series 2 Notes may be redeemed at the option of the Company in whole or in part, at any time on giving not less than 30 days' nor more than 60 days' written notice to the Noteholders at their principal amount, plus the interest accrued to but excluding the date fixed for redemption.

The Notes will be our unsecured and unsubordinated obligations and will rank *pari passu* in right of payment with all of our existing and future unsecured and unsubordinated obligations and will be effectively subordinated to our secured obligations. See "*Terms and Conditions of the Series 1 Notes*" and "*Terms and Conditions of the Series 2 Notes*." The Notes will be effectively subordinated to all existing and future indebtedness and other liabilities (including trade payables) of our subsidiaries to the extent they do not guarantee the Notes. The Notes will be issued only in registered form in minimum denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof. For a more detailed terms and conditions of the Notes, see "*The Offering*" beginning on page 30, "*Terms and Conditions of the Series 1 Notes*" beginning on page 181 and "*Terms and Conditions of the Series 2 Notes*" beginning on page 203.

Approval in-principle has been received from the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the listing of and quotation of the Notes on the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any statements made, opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST and quotation of the Notes on the SGX-ST is not to be taken as an indication of the merits of us, the Group, our subsidiaries, our associated companies or the Notes.

Investing in the Notes involves a high degree of risk. See "*Risk Factors*" beginning on page 36.

Series 1 Notes Price: 99.999 **per cent.**

Series 2 Notes Price: 99.998 **per cent.**

The Notes are expected to be assigned a rating of Ba2 by Moody's and BB- by Fitch. A rating is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, reduction or withdrawal at any time. A suspension, reduction or withdrawal of the rating assigned to the Notes may adversely affect the market price of the Notes. See "*Risk Factors — Risks Relating to the Notes — Credit ratings assigned to the Company or the Notes may not reflect all the risks associated with an investment in the Notes and ratings and outlook of the Notes and the Company may be downgraded or withdrawn*."

The Notes of each series which are offered and sold in "offshore transactions" as defined in and in reliance on Regulation S ("**Regulation S**") under the Securities Act of 1933 (the "**Securities Act**") will be represented by beneficial interests in an unrestricted global certificate (the "**Unrestricted Global Certificate**") in registered form, without interest coupons attached, which will be registered in the name of the nominee for, and shall be deposited on or about the Closing Date with, The Depositary Trust Company ("**DTC**"). The Notes of each series which are offered and sold in reliance on Rule 144A under the Securities Act ("**Rule 144A**") will be represented by beneficial interests in a restricted global certificate (the "**Restricted Global Certificate**" and, together with the Unrestricted Global Certificate, the "**Global Certificates**") in registered form, without interest coupons attached, which will be deposited on or about the Closing Date with a custodian (the "**Custodian**") for, and registered in the name of, Cede & Co. as nominee for DTC. The Notes have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold within the United States, except pursuant to an exemption from, or in transactions not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold within the United States to "qualified institutional buyers" as defined in, and in reliance on, Rule 144A and outside the United States in "offshore transactions" as defined in and in reliance on Regulation S.

This Offering Memorandum is an advertisement and is not a prospectus for the purpose of Regulation (EU) 2017/1129 (as amended or superseded, the "**EU Prospectus Regulation**") or the EU Prospectus Regulation as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**") (as amended, the "**UK Prospectus Regulation**").

Sole Sustainability-Linked Notes Structuring Agent

Credit Suisse

Joint Lead Managers and Joint Bookrunners

Credit Suisse	**Deutsche Bank**	**Standard Chartered Bank**	**Axis Bank**	**BNP PARIBAS**	**Mizuho Securities**	**MUFG**	**State Bank of India, London Branch**

The date of this Offering Memorandum is September 15, 2021

In making your investment decision, you should rely only on the information contained in this Offering Memorandum. The Company and Credit Suisse (Hong Kong) Limited; Deutsche Bank AG, Singapore Branch; Standard Chartered Bank; Axis Bank Limited, Singapore Branch; BNP Paribas; Mizuho Securities Asia Limited; MUFG Securities Asia Limited and State Bank of India, London Branch (collectively, the "Joint Lead Managers") have not authorized anyone to provide you with any other information. If you receive any other information, you should not rely on it. The Company and the Joint Lead Managers are offering to sell the Notes only in places where offers and sales are permitted. You should not assume that the information contained in this Offering Memorandum is accurate as of any date other than the date on the front cover of this Offering Memorandum. Our business or financial condition and other information in this Offering Memorandum may change after that date.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Company has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

IMPORTANT INFORMATION ABOUT THIS OFFERING MEMORANDUM

This Offering Memorandum is a confidential document that the Company is providing only to prospective purchasers of the Notes. You should read this Offering Memorandum before making a decision whether to purchase any Notes. You must not:

- use this Offering Memorandum for any other purpose;
- make copies of any part of this Offering Memorandum or give a copy of it to any other person; or
- disclose any information in this Offering Memorandum to any other person, other than a person retained to advise you in connection with the purchase of the Notes.

The Company has prepared this Offering Memorandum based on information the Company has or has obtained from sources the Company believes to be reliable. Summaries of documents contained in this Offering Memorandum may not be complete. The Company will make copies of actual documents available to you upon request. Neither the Company nor the Joint Lead Managers nor the Trustee or any Agent (each as defined in "*The Offering*") are providing you with any legal, investment, business, tax or other advice in this Offering Memorandum. You should consult with your own counsel, accountants and other advisors as needed to assist you in making your investment decision and to advise you whether you are legally permitted to purchase the Notes.

This Offering Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. No action has been, or will be, taken to permit a public offering in any jurisdiction where action would be required for that purpose. Accordingly, the Notes may not be offered or sold, directly or indirectly, and this Offering Memorandum may not be distributed, in any jurisdiction except in accordance with the legal requirements applicable in such jurisdiction. You must comply with all laws applicable in any jurisdiction in which you buy, offer or sell the Notes or possess or distribute this Offering Memorandum, and you must obtain all applicable consents and approvals; neither the Company nor the Joint Lead Managers nor the Trustee or any Agent shall have any responsibility for any of the foregoing legal requirements.

The Notes are being offered and sold outside the United States in reliance on Regulation S and within the United States to qualified institutional buyers in reliance on Rule 144A. The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the U.S. Securities Act and applicable securities laws of any other jurisdiction pursuant to registration or exemption therefrom. You may be required to bear the financial risk of an investment in the Notes for an indefinite period. None of the Company, the Joint Lead Managers, the Trustee or the Agents are making an offer to sell the Notes in any jurisdiction where the offer and sale of the Notes is prohibited. None of the Company, the Joint Lead Managers, the Trustee or any Agent is making any representation to you that the Notes are a legal investment for you.

This Offering Memorandum has not been and will not be reviewed or approved by any regulatory or statutory authority in India, including, but not limited to, the Securities and Exchange Board of India, the Reserve Bank of India, any Registrar of Companies or any stock exchange in India or any other statutory or regulatory body of like nature in India, save and except for any information from any part of this Offering Memorandum which is mandatorily required to be disclosed or filed in India under any applicable Indian laws. This Offering Memorandum or any other offering document or material relating to the Notes have not been and will not be circulated or distributed, directly or indirectly, to any person or the public in India or otherwise generally distributed or circulated in India which would constitute an advertisement, invitation, offer or sale or solicitation of an offer to subscribe for or purchase any securities in violation of applicable Indian laws for the time being in force. The Notes have not been and will not be, offered or sold to any person resident in India. If you purchase any of the Securities, you will be deemed to have acknowledged, represented and agreed that you are eligible to purchase the Notes under applicable laws and regulations and that you are not prohibited under any applicable law or regulation from acquiring, owning or selling the Notes.

Each prospective purchaser of the Notes must comply with all applicable laws and rules and regulations in force in any jurisdiction in which it purchases, offers or sells the Notes and must obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and neither the Company nor the Joint Lead Managers nor the Trustee or any Agent shall have any responsibility therefor.

Neither the U.S. Securities and Exchange Commission (the "**SEC**"), any U.S. state securities commission nor any non-U.S. securities authority nor any other authority has approved or disapproved of the Notes or determined if this Offering Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

The Company accept responsibility for the information contained in this Offering Memorandum. The Company has made all reasonable inquiries and confirms to the best of our knowledge, information and belief that the information contained in this Offering Memorandum with regard to us and our subsidiaries and affiliates and the Notes is true and accurate in all material respects, that the opinions and intentions expressed in this Offering Memorandum are honestly held and that the Company is not aware of any other facts, the omission of which would make this Offering Memorandum or any statement contained herein misleading in any material respect.

Neither the Joint Lead Managers nor the Trustee or any Agent makes any representation or warranty, express or implied, as to, and assume no responsibility for, the accuracy or completeness of the information contained in this Offering Memorandum. Nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Joint Lead Managers as to the past, the present or the future.

The Joint Lead Managers, the Trustee and any Agent accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which any of them might otherwise have in respect of this Offering Memorandum or any such statement.

The Company reserves the right to withdraw this offering at any time. The Company and the Joint Lead Managers may reject any offer to purchase the Notes in whole or in part for any reason or no reason, sell less than the entire principal amount of the Notes offered hereby or allocate to any purchaser less than all of the Notes for which it has subscribed. The Joint Lead Managers and certain of their respective related entities may acquire, for their own accounts, a portion of the Notes.

The information set out in relation to sections of this Offering Memorandum describing clearing and settlement arrangements, including in "Terms and Conditions of the Series 1 Notes" and "Terms and Conditions of the Series 2 Notes" is subject to a change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream currently in effect. While the Company accepts responsibility for accurately summarizing the information concerning Euroclear or Clearstream, the Company accepts no further responsibility in respect of such information.

The information set out in relation to sections of this Offering Memorandum describing clearing and settlement arrangements, including in "*The Global Certificates*" is subject to a change in or reinterpretation of the rules, regulations and procedures of DTC currently in effect. While we accept responsibility for accurately summarizing the information concerning DTC, we accept no further responsibility in respect of such information.

IN CONNECTION WITH THIS OFFERING, CREDIT SUISSE (HONG KONG) LIMITED (THE "STABILIZING MANAGER") (OR PERSONS ACTING ON ITS BEHALF) MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL OTHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, NO ASSURANCE CAN BE GIVEN THAT THE STABILIZING MANAGER (OR PERSONS ACTING ON ITS BEHALF) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THIS OFFERING IS MADE AND, IF BEGUN, MAY BE DISCONTINUED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE ORIGINAL ISSUE DATE AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILIZATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILIZING MANAGER (OR PERSONS ACTING ON ITS BEHALF) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "PLAN OF DISTRIBUTION".

EU MiFID II PRODUCT GOVERNANCE: Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

EU PRIIPs REGULATION/PROHIBITION OF SALES TO EEA RETAIL INVESTORS — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any EEA Retail Investor in the European Economic Area ("**EEA**"). For these purposes, an "EEA Retail Investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to EEA Retail Investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any EEA Retail Investor in the EEA may be unlawful under the EU PRIIPs Regulation.

UK PRIIPs REGULATION/PROHIBITION OF SALES TO UK RETAIL INVESTORS — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any UK Retail Investor in the United Kingdom ("**UK**"). For these purposes, a "UK Retail Investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**"), subject to amendments made by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403) (as may be amended or superseded from time to time); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA, subject to amendments made by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403) (as may be amended or superseded from time to time. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA, subject to amendments made by the Packaged Retail and Insurance-based Investment Products (Amendment) (EU Exit) Regulations 2019 (SI 2019/403) (as may be amended or superseded from time to time (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to UK Retail Investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any UK Retail Investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Offering Memorandum has not been approved by an authorized person in the United Kingdom. The Notes may not be offered or sold other than to persons whose ordinary activities involve these persons in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by us. In addition, no person may communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes other than in circumstances in which Section 21(1) of the FSMA does not apply to us.

ENFORCEABILITY OF CIVIL LIABILITIES

The Company is a public limited company incorporated under the laws of India. Most of its directors and key management personnel named herein reside in India and a substantial portion of the assets of the Company and such directors and key management personnel are located in India. As a result, it may not be possible for investors to effect service of process on the Company or such persons in jurisdictions outside of India, or to enforce against them judgments obtained in courts outside of India.

India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. Recognition and enforcement of foreign judgments is provided for under the Code of Civil Procedure, 1908 (the "**Civil Code**") on a statutory basis. Section 13 of the Civil Code provides that a foreign judgment shall be conclusive regarding any matter directly adjudicated upon, except: (i) where the judgment has not been pronounced by a court of competent jurisdiction; (ii) where the judgment has not been given on the merits of the case; (iii) where it appears on the face of the proceedings that the judgment is founded on an incorrect view of international law or a refusal to recognize the law of India in cases to which such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where the judgment has been obtained by fraud; or (vi) where the judgment sustains a claim founded on a breach of any law then in force in India.

Section 44A of the Civil Code provides that where a foreign judgment has been rendered by a superior court, within the meaning of such section, in any country or territory outside India which the Government of India (the "**Government**") has by notification declared to be a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, Section 44A of the Civil Code is applicable only to monetary decrees, which are not amounts payable in respect of taxes, other charges of a like nature or in respect of a fine or other penalty, and does not apply to an arbitration award, even if such award is enforceable as a decree or judgment.

Under Section 14 of the Civil Code, an Indian court shall, on production of any document purporting to be a certified copy of a foreign judgment, presume that the judgment was pronounced by a court of competent jurisdiction unless the contrary appears on the record; such presumption may be displaced by proving want of jurisdiction.

The United Kingdom, United Arab Emirates, Singapore and Hong Kong (among others) have been declared by the Government to be a reciprocating territory for the purposes of Section 44A of the Civil Code. A judgment of a court in a country which is not a reciprocating territory may be enforced in India only by a fresh suit upon the judgment and not by proceedings in execution. Such a suit has to be filed in India within three years from the date of the judgment in the same manner as any other suit filed to enforce a civil liability in India. It is unlikely that a court in India would award damages on the same basis as a foreign court would if an action were brought in India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if that court were of the view that the amount of damages awarded was excessive or inconsistent with Indian public policy. A party seeking to enforce a foreign judgment in India is required to obtain approval from the Reserve Bank of India ("**RBI**") under the Foreign Exchange Management Act, 1999, as amended ("**FEMA**"), to repatriate outside India any amount recovered pursuant to such a judgment and any such amount may be subject to income tax in accordance with applicable laws. Any judgment in a foreign currency would be converted into Indian Rupees on the date of the judgment and not on the date of the payment. The Company cannot predict whether a suit in India will be disposed of in a timely manner or be subject to considerable delay.

PRESENTATION OF FINANCIAL INFORMATION

Financial Data

In this Offering Memorandum, unless otherwise specified or unless the context requires otherwise, all our financial information is presented on a consolidated basis.

With effect from April 1, 2016, companies in India having a certain threshold net worth, including the Company, are required to prepare financial statements in accordance with the Indian Accounting Standards prescribed under Section 133 of the Companies Act 2013, read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended ("**IND-AS**"). IND-AS converge with the International Financial Reporting Standards ("**IFRS**") with some differences.

Accordingly, the annual audited consolidated financial statements of the Group as at and for the years ended March 31, 2019, 2020 and 2021 have been prepared in accordance with IND-AS and the unaudited condensed consolidated interim financial statements of the Group as at and for the three months ended June 30, 2020 and 2021 has been prepared in accordance with IND-AS 34. The annual audited consolidated financial statements of the Group as at and for the years ended March 31, 2019, 2020 and 2021 are herein referred to as the "Consolidated Audited Financial Statements". The unaudited condensed consolidated interim financial statements of the Group as at and for the three months ended June 30, 2020 and 2021 are herein referred to as the "**Unaudited Condensed Consolidated Interim Financial Statements**" and, together with the Consolidated Audited Financial Statements, the "**Group Consolidated Financial Statements**".

The annual audited standalone financial statements of the Company as at and for the years ended March 31, 2019, 2020 and 2021 have been prepared in accordance with IND-AS and the unaudited condensed standalone interim financial statements of the Company as at and for the three months ended June 30, 2020 and 2021 has been prepared in accordance with IND-AS 34.

The annual audited standalone financial statements of the Company as at and for the years ended March 31, 2019, 2020 and 2021 are herein referred to as the "**Standalone Audited Financial Statements**". The unaudited condensed standalone interim financial statements of the Company as at and for the three months ended June 30, 2020 and 2021 are herein referred to as the "**Unaudited Condensed Standalone Interim Financial Statements**" and, together with the Standalone Audited Financial Statements, the "**Company Standalone Financial Statements**".

In making an investment decision, investors must rely on their own examination of us and our business, the terms of the offering and the financial information contained in this Offering Memorandum. Potential investors should consult their own professional advisers for an understanding of the differences between IFRS and IND-AS, and how these differences might affect their understanding of the financial information contained herein.

Information in the Group Consolidated Financial Statements and the Company Standalone Financial Statements is, unless otherwise stated therein, stated in Indian Rupees in "crore". Unless otherwise specified, financial information that are presented in the rest of this Offering Memorandum has been (i) translated from Indian Rupees in "crore" in the Group Consolidated Financial Statements and the Company Standalone Financial Statements to Indian Rupees in millions; and (ii) rounded to the nearest million Indian Rupees. One crore is equal to 10 million Rupees and 10 lacs is equal to one million Rupees.

The Consolidated Audited Financial Statements and the Standalone Audited Financial Statements have been audited by S R B C & CO LLP, Chartered Accountants ("**SRB**"), as set forth in their audit reports included herein. The Unaudited Condensed Consolidated Interim Financial Statements and the Unaudited Condensed Standalone Interim Financial Statements have been reviewed by SRB, as set forth in their review reports included herein.

Non-GAAP Financial Measures

As used in this Offering Memorandum, a non-GAAP financial measure is one that purports to measure historical financial performance, financial position or cash flows, but excludes or includes amounts that would not be so adjusted in the most comparable IFRS/IND-AS measures. From time to time, reference is made in this Offering Memorandum to such "non-GAAP financial measures", including EBITDA, or (unless otherwise specified) profit/(loss) before other income and finance costs, tax expense/credit, depreciation, amortization and exceptional items and share of profit/loss from joint ventures (net), and net debt, or (unless otherwise specified) non-current borrowings plus current borrowings plus current maturities of long-term borrowings plus current maturities of finance lease obligations, if any, minus cash and cash equivalents, bank balances other than cash and cash equivalents and current investments. Our management believes that EBIT, EBITDA, EBITDA/Total revenue from operations, profit/(loss) before tax/Total revenue from operations, Net debt, Net Worth, Net debt to equity ratio, Average net worth, Return on average net worth, Capital employed, Return on average capital employed and other non-GAAP financial measures are a supplemental measure of our performance and liquidity that is not required by, or presented in accordance with, IND-AS, Indian GAAP, IFRS or US GAAP. However, the Group's management believes that they provide investors with additional information about our performance, as well as ability to incur and service debt and fund capital expenditure, and are measures commonly used by investors. For more detailed information, see "*Summary Financial and Operating Data*". The non-GAAP financial measures described herein are not a substitute for IFRS/IND-AS measures of earnings and may not be comparable to similarly titled measures reported by other companies due to differences in the way these measures are calculated.

Comparability of financials

The Group and the Company has adopted IND-AS 116 Leases, a new accounting standard which replaced the existing lease standard and became mandatory for reporting periods beginning on or after April 1, 2019. We have applied a modified retrospective approach for transitioning to IND-AS 116 with the right of use assets recognized at an amount equal to lease liability adjusted for any prepayments/accruals recognized in the balance sheet immediately before the date of initial application. Accordingly, comparatives for the year ended March 31, 2019 have not been retrospectively adjusted. Further, we have disclosed lease liability as a separate line item on the face of balance sheet including finance lease obligation recognized and considered as borrowings until March 31, 2019 under the erstwhile lease standard. Also, the lease expenses relating to operating lease contracts which were being disclosed as part of 'Other expenses' until March 31, 2019 are now disclosed as depreciation and amortization expense and finance costs in the profit and loss account on transition to IND-AS 116 from April 1, 2019.

In addition, the scheme of amalgamation between the Company and its following wholly-owned subsidiaries: (i) Dolvi Minerals and Metals Private Limited; (ii) Dolvi Coke Projects Limited, (iii) JSW Steel Processing Centre Limited; and (iv) JSW Steel (Salav) Limited was approved by the Mumbai Bench of the NCLT through its order dated June 6, 2019, and the Ahmedabad Bench of the NCLT through its order dated August 14, 2019. All these subsidiaries are in the business of manufacture of steel, raw materials required for making steel and other ancillary services and the Company has accordingly accounted for the merger under the pooling of interest method respectively for all periods presented as prescribed in IND-AS 103 — Business Combinations of entities under common control. For disclosure required under IND-AS 103, refer to Note 52 of the Company's Annual Audited Standalone Financial Statements as at and for the year ended March 31, 2020. Further, the Company's annual audited standalone financial information as at and for the year ended March 31, 2019 set out in the "*Summary Financial Information and Other Data — Financial Information of the Company*" section and where specified in this Offering Memorandum are not directly comparable to its restated annual audited standalone financial information as at and for the year ended March 31, 2019 included in the comparatives presented in the Company's annual audited standalone financial statements as at and for the year ended March 31, 2020. These restatements did not have any effect on the consolidated financial statements of the Group.

Further, the Ministry of Corporate Affairs (MCA) vide its notification dated March 24, 2021 amended the Schedule III to the Companies Act, 2013 which is effective from April 1, 2021. These amendments result in certain regrouping (as covered in point (ii) of below paragraph) as at and for the year ended March 31, 2021, which has been carried out in the comparative presented in the Unaudited Condensed Consolidated Interim Financial Statements and Unaudited Condensed Standalone Interim Financial Statements prepared by the Group and the Company as at and for the three months ended June 30, 2021.

The summary consolidated and standalone financial data for the Group and the Company as at the end of and for each of the years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2020 and 2021 contained in the Offering Memorandum have been derived or calculated from the Group Consolidated Financial Statements and the Company Standalone Financial Statements included elsewhere in this Offering Memorandum, unless stated otherwise or unless context requires otherwise, except for (i) 'Mining premium and royalties' and 'Other expenses' for the year ended March 31, 2020 which have been regrouped in the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company and derived from the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company; (ii) Current and Non-current 'Loans', Current and Non-current 'Other financial assets', Current and Non-current 'Other Financial Liabilities', Current 'Borrowings' and 'Other Non-Current Liabilities' as at March 31, 2021 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iii) 'Mining premium and royalties' and 'Other expenses' for the three months ended June 30, 2020 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iv) unaudited condensed interim statement of cash flows for three months ended June 30, 2020 of the Company and the Group which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group.

Further, the revenue from operations within India and revenue from operations outside India, wherever presented in this Offering Memorandum have been presented on the basis of IND-AS 108 Operating Segments and have been derived from the annual audited financial statement and unaudited condensed interim financial statement of the Group and the Company for the respective year.

Rounding

Certain amounts and percentages included in this Offering Memorandum have been rounded. Accordingly, in certain instances, the sum of the numbers in a column may not equal the total figure for that column.

Currency Translations

We have translated certain Indian Rupee amounts included in this Offering Memorandum into U.S. dollars using the exchange rate of Rs. 74.3456 per U.S.$1.00 as on June 30, 2021 based on the reference rates released by the RBI/FBIL, which are available on the website of the RBI/FBIL.

The U.S. dollar equivalent information presented in this Offering Memorandum is provided solely for the convenience of the reader and should not be construed as implying that any Indian Rupee amounts referred to could have been, or could be, converted into U.S. dollars at any particular rate, the rate stated above, or at all.

Website

The information on our websites, any website referred to herein or any website directly or indirectly linked to such websites, is not incorporated by reference into this Offering Memorandum and should not be relied upon.

CERTAIN DEFINITIONS

In this Offering Memorandum, unless otherwise specified, all financial statements and financial data are on a consolidated basis.

In this Offering Memorandum, unless otherwise specified or the context otherwise requires, references to "**$**", "**U.S.$**" or "**U.S. dollars**" are to United States dollars, references to "**Rs.**", "**INR**", "**rupee**", "**rupees**" or "**Indian Rupees**" are to the legal currency of India, references to "**Japanese Yen**" and "**JPY**" are to the official currency of Japan, references to "**Euro**", "**EUR**" or "**€**" are to the common currency of the Eurozone countries and references to "**S$**" are to the official currency of Singapore.

In this Offering Memorandum, references to a particular "**fiscal year**" and "**FY**" are to the year ended March 31 of such year.

In this Offering Memorandum, references to "**U.S.**" or "**United States**" are to the United States of America, its territories and its possessions, references to "**India**" are to the Republic of India and references to "**China**" are to the People's Republic of China.

In this Offering Memorandum, unless otherwise specified or unless the context requires otherwise, all our financial and other information is presented on a consolidated basis.

EXCHANGE RATE INFORMATION

The following table sets forth, for the periods indicated, certain information concerning the exchange rates between Indian Rupees and U.S. dollars. The exchange rates reflect the rates as reported by the FBIL or the RBI, as the case may be.

Period[1]	Period end	Average	High	Low
2013	54.28	54.43	57.33	50.52
2014	59.89	60.47	68.85	53.67
2015	62.50	61.15	63.68	58.46
2016	66.25	65.45	68.71	62.19
2017	64.84	67.09	68.72	64.84
2018	65.04	64.45	65.76	63.35
2019	69.17	69.76	74.38	64.87
2020	75.39	70.88	76.15	68.36
2021	73.50	74.20	76.81	72.39
April 2021	74.02	74.47	75.17	73.31
May 2021	72.52	73.27	74.18	72.48
June 2021	74.35	73.56	74.37	72.77
July 2021	74.39	74.53	74.86	74.28
August 2021	73.15	74.18	74.43	73.15
September (up to September 9, 2021)	73.69	73.24	73.69	72.96

Note:

(1) Represents the financial year ended March 31 of the year indicated.

The exchange rate on June 30, 2021 was Rs.74.3456 per U.S.$1.00.

Although certain Indian Rupee amounts in this Offering Memorandum have been translated into U.S. dollars for convenience, this does not mean that the Indian Rupee amounts referred to could have been, or could be, converted into U.S. dollars at any particular rate, the rates stated above, or at all.

FORWARD-LOOKING STATEMENTS AND ASSOCIATED RISKS

Certain statements in this Offering Memorandum are not historical facts and are forward-looking statements. This Offering Memorandum may contain words such as "believe", "could", "may", "will", "target", "estimate", "project", "predict", "forecast", "guideline", "should", "plan", "expect" and "anticipate" and similar expressions that are intended to identify forward-looking statements, but are not the exclusive means of identifying these statements. All statements regarding our expected financial condition and results of operations and business plans and prospects are forward-looking statements. In particular, "*Summary*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Our Business*" contain forward-looking statements, including relating to market trends, capital expenditure and other factors affecting us that are not historical facts.

Forward-looking statements are subject to certain risks and uncertainties, including, but not limited to:

- changes in global economic, political and social conditions;
- changes in economic and political conditions and increases in regulatory burdens in India and other countries in which we operate, transact business or have interests;
- our substantial indebtedness and ability to meet our debt service obligations;
- the risk of a potential fall in steel prices or of price volatility;
- accidents and natural disasters in India or in other countries in which we operate or globally, including specifically India's neighboring countries;
- our business and operating strategies and our ability to implement such strategies;
- our ability to successfully implement our growth and expansion plans, technological changes, exposure to market risks and foreign exchange risks that have an impact on business activities;
- our ability to ensure continuity of senior management and ability to attract and retain key personnel;
- the implementation of new projects, including future acquisitions and financings;
- the availability and terms of external financing;
- our ability to meet our capital expenditure requirements or increases in capital expenditure requirements;
- our inability to successfully compete with other steel manufacturers;
- cost overruns or delays in commencement of production from our new projects;
- changes in our relationship with the Government and the governments of the countries in which we operate;
- changes in exchange controls, import controls or import duties, levies or taxes, either in international markets or in India;
- changes in laws, regulations, taxation or accounting standards or practices that affect us;
- changes in prices or demand for the products produced by us both in India and in international markets;

- changes in the value of the Indian Rupee against major global currencies and other currency changes;
- the ability of third parties to perform in accordance with contractual terms and specifications;
- any adverse outcome in legal proceedings in which we are or may become involved including with respect to product liability claims;
- acquisitions and divestitures which we may undertake;
- changes in interest rates;
- significant fluctuations of the prices of raw materials, including iron ore and coal;
- significant fluctuations in the amount of mineral reserves vis a vis present estimates in the mines operated by us; and
- other factors, including those discussed in "*Risk Factors*".

Forward-looking statements involve inherent risks and uncertainties. If one or more of these or other uncertainties or risks materialize, actual results may vary materially from those estimated, anticipated or projected. Specifically, but without limitation, capital costs could increase, projects could be delayed, and anticipated improvements in capacity, performance or profit levels might not be fully realized. Although we believe that the expectations of our management as reflected by such forward-looking statements are reasonable based on information currently available to it, no assurances can be given that such expectations will prove to have been correct. Accordingly, you are cautioned not to place undue reliance on the forward-looking statements, which speak only as at the date they are made. We do not undertake any obligation to update or revise any of them, whether as a result of new information, future developments or otherwise.

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DEFINITIONS AND GLOSSARY

In addition to the terms that are otherwise defined in this Offering Memorandum, the following sets out the definitions of certain terms used in this Offering Memorandum.

2013 Land Acquisition Act	Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, as amended
AD Bank	Designated authorized dealer category I bank appointed in accordance with the ECB Regulations
Amended Act	The Mines and Mineral Development and Regulation Amendment Act 2015, as amended (since repealed by the Repealing and Amending Act, 2019)
API	American Petroleum Institute
ASEAN	Association of Southeast Asian Nations
Audit Committee	Audit committee of the Board of Directors described in the section "*Management of the Company*"
Bankruptcy Code	The Insolvency and Bankruptcy Code, 2016, as amended
Bankruptcy Code Ordinance	The Insolvency and Bankruptcy Code (Amendment) Ordinance, 2020
BIS	Bureau of Indian Standards
BIS Act	The Bureau of Indian Standards Act, 2016, as amended
Board or Board of Directors	Board of directors of the Company, unless otherwise specified
BOF	Basic oxygen furnace
Brownfield expansion	The expansion or upgrade of sites currently occupied by existing industrial or commercial facilities
BSE	BSE Limited
C.I.F.	Cost, Insurance and Freight
CAGR	Compounded annual growth rate
CBI	Central Bureau of Investigation
CCI	Competition Commission of India constituted under The Competition Act, 2002
CEC	Central Empowered Committee
CESTAT	Custom Excise and Service Tax Appellate Tribunal

CIRP	Corporate Insolvency Resolution Process under the Insolvency and Bankruptcy Code, 2016
CMSP	Coal Mines (Special Provisions) Act, 2015, as amended
COC	Committee of Creditors
Companies Act	Companies Act, 1956 and/or the Companies Act, 2013, as applicable
Companies Act, 1956	Erstwhile Companies Act, 1956, as the context requires
Companies Act, 2013	Companies Act, 2013 and the rules and clarifications thereunder, to the extent notified
Company	JSW Steel Limited (on a standalone basis)
Competition Act	Competition Act, 2002, as amended
Concession Rules 2016	Minerals (Other Than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016
Crude steel	Cast, solidified steel before further treatment
Directors	Directors of the Company
Downstream	Further processing of crude steel to produce finished steel products
DRI	Direct reduced iron
EAF	Electric arc furnace method
EBIT	Total profit before other income and finance costs, taxation, and exceptional items and share of results of joint ventures (net). It is not an IFRS or GAAP measure
EBITDA	Total profit before other income and finance costs, taxation, depreciation, amortization and exceptional items and share of results of joint ventures (net). It is not an IFRS or GAAP measure
ECB	External commercial borrowing raised in accordance with the ECB Regulations

ECB Regulations	Foreign Exchange Management Act, 1999, as amended or the rules and regulations issued thereunder read together with the Foreign Exchange Management (Borrowing and Lending) Regulations 2018 and the circulars issued thereunder by the RBI, Master Direction — External Commercial Borrowings, Trade Credits and Structured Obligations dated March 26, 2019 and the Master Directions on Reporting under the Foreign Exchange Management Act, 1999 dated January 1, 2016, as amended from time to time, and any other applicable regulations, notifications, circulars or guidelines issued in respect thereof
EPA	Environment (Protection) Act, 1986, as amended
Eurozone	The members of the European Union that have adopted the Euro as their common currency
F.O.B.	Free On Board
FATF	Financial Action Task Force
FBIL	Financial Benchmarks India Private Limited
FEMA	Foreign Exchange Management Act, 1999, as amended, together with rules and regulations thereunder, as amended
FDF	Forest development fee
FDI	Foreign direct investment
FDT	Forest development tax
GAAP	Generally Accepted Accounting Practices
GAAR	General Anti-Avoidance Rules
GDP	gross domestic product
Government	Government of India
Group	JSW Steel Limited, its consolidated subsidiaries and jointly controlled entities
GST	goods and services tax
IFRS	International Financial Reporting Standards
IMF	International Monetary Fund
IND-AS	Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013, read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended
INR/Rupees	Indian Rupees

IOSCO	International Organization of Securities Commission
IT Act	Income Tax Act, 1961, as amended, together with rules and regulations thereunder
JFE	JFE Steel Corporation
Jindal Family	Mr P.R. Jindal, Mr Sajjan Jindal, Mr Ratan Jindal and Mr Naveen Jindal, and their wives and children, and Mrs Savitri Devi Jindal
JSW Coated	JSW Steel Coated Products Limited
JSW Group	JSW Steel Limited, JSW Energy Limited, JSW Infrastructure Limited, JSW Cement Limited and JSW Paints Private Limited, their respective subsidiaries and holding companies, for the time being
kg	kilograms
km	kilometers
kt	1,000 tons
(one) lac	0.1 million
LIBOR	London Interbank Offered Rate
MC Rules	Mineral Concession Rules, 1960, as amended
MCA	Ministry of Corporate Affairs, Government of India
MCD Rules	Mineral Conservation and Development Rules, 1988, as amended
MCLR	Marginal cost of funds based lending rate
MENA	Middle East and North Africa
Mineral Laws Act 2020	Mineral Laws (Amendment) Act, 2020
MMDR Act	Mines and Minerals (Development and Regulations) Act, 1957, as amended
mntpa	million net tons per annum
mt	million tons
mtpa	million tons per annum
MW	Megawatt
NAFTA	North American Free Trade Agreement
NCDs	non-convertible debentures

NCLAT	National Company Law Appellate Tribunal
NCLT	National Company Law Tribunal
NMDC	National Mineral Development Corporation
NMP	National Mineral Policy, 2019, as amended
NSP 2017	National Steel Policy, 2017
NVGs	National Voluntary Guidelines on Social, Environmental and Economic Responsibilities of Business issued by the Ministry of Corporate Affairs
OECD	Organization for Economic Cooperation and Development
RBI	Reserve Bank of India
Rs.	Indian Rupees
Scheme	The scheme for the promotion of research and development in the iron and steel sector
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992
SEBI LODR	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended
SGX-ST	Singapore Exchange Securities Trading Limited
Statutory Auditors	Present statutory auditors of the Company, being S R B C & CO LLP, Chartered Accountants
Tax Act	The Income Tax Act, 1961
tCO_2e	Tons of carbon dioxide equivalent
ton	metric ton or 1,000 kilograms
tpa	tons per annum
tpd	tons per day
tph	tons per hour
Upstream	processing of raw materials and production of crude steel
VAT	Value added tax
WSA	World Steel Association

SUMMARY

This overview highlights certain information contained in this Offering Memorandum. This overview does not contain all the information you should consider before investing in the Notes. You should read this entire Offering Memorandum carefully, including the sections entitled "*Forward-Looking Statements and Associated Risks*", "*Risk Factors*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and "*Our Business*" included elsewhere in this Offering Memorandum and the financial information and the notes thereto set forth herein. To understand the terms of the Notes, you should carefully read the sections of this Offering Memorandum entitled "*Terms and Conditions of the Series 1 Notes*" and "*Terms and Conditions of the Series 2 Notes*".

Overview

JSW Steel Limited, the flagship company of the diversified U.S.$13 billion JSW Group and part of the O.P. Jindal Group, is an integrated manufacturer of a diverse range of steel products with an export footprint in more than 100 countries across five continents. We have diversified interests in mining, carbon steel, power, industrial gases, port facilities, cement and paints. We offer an extensive portfolio of flat and long products, including hot rolled coils, sheets and plates, cold rolled coils and sheets, galvanized and galvalume products, tinplates, electrical steel, pre-painted galvanized and galvalume products, thermo-mechanically treated ("**TMT**") bars, wire rods, rails, grinding balls and special steel bars, rounds and blooms, plates and pipes of various sizes and cold rolled non-grain oriented products. We are also one of the largest producers and exporters of coated flat steel products in India. We believe that we have one of the lowest conversion costs in the industry, primarily due to our efficient operations, high manpower productivity and the strategic location of our state-of-the-art manufacturing facilities. Our operations in India currently have an installed crude steel capacity of approximately 18.0 mtpa, which comprises 12.5 mtpa (approximately 70% of the capacity) of flat products and 5.5 mtpa (approximately 30% of the capacity) of long products. Since our incorporation in 1994, our total revenue from operations has grown to Rs.798,392 million for the year ended March 31, 2021 and to Rs.289,019 million (U.S.$3,888 million) for the three months ended June 30, 2021.

In October 2020, we were ranked ninth amongst top 34 world class steelmakers according to a report, 'World-Class Steelmaker Rankings' by World Steel Dynamics ("**WSD**"), based on a variety of factors. In particular, we achieved the highest rating (10 out of 10) on the following criteria: conversion costs, expanding capacity, location in high-growth markets and labor costs. On cost cutting efforts, we achieved 9 out of 10. This ranking puts us ahead of all other steelmakers based in India and ranked third amongst Asian steelmakers.

We have significantly expanded our steelmaking capacity at our Indian operations, which has increased from 1.6 mtpa in financial year 2002 to 2.5 mtpa in financial year 2006, 3.8 mtpa in financial year 2007, 7.8 mtpa in financial year 2010, 11.0 mtpa in financial year 2012 and to 18.0 mtpa in financial year 2016, through organic and inorganic growth. Our manufacturing facilities in India are geographically diversified and comprise Vijayanagar Works in Karnataka (12.0 mtpa), Dolvi Works in Maharashtra (5.0 mtpa) and Salem Works in Tamil Nadu (1.0 mtpa) in addition to downstream facilities for our coated products division at Vasind, Tarapur and Kalmeshwar Works in Maharashtra. Our major facilities in India are strategically located near raw material sources and are well connected via ports and railways, thus helping us to maintain a low-cost structure. Our overseas manufacturing facilities comprise a plate/pipe mill in Baytown, Texas, U.S., a steel making facility at Ohio, U.S., and a long product mill in Italy. The Baytown facility has a 1.2 mntpa plate mill and a 0.55 mntpa pipe mill. The facility is located near a port and in close proximity to key customers in the oil and gas industry. The Ohio facility is a hot rolling mill with a 3.0 mntpa capacity. It is partially backward integrated with a 1.5 mntpa EAF furnace. The facility in Italy was acquired by us in July 2018 and produces long products – railway lines, bars, wire rods and grinding balls – with aggregate capacity of 1.3 mtpa.

The Group has embarked on additional capital expenditure programs to expand its capacities at its plants, and also to modernize and expand capacities of its downstream business. The capacity at Vijayanagar Works is being expanded from 12 to 19.5 mtpa through brownfield expansion, setting up a 5 mtpa steelmaking capacity though one of its wholly owned subsidiary JSW Vijayanagar Metallics Limited and other productivity enhancing initiatives. The capacity expansion project at Dolvi from 5 mtpa to 10 mtpa is nearing completion, along with the 1 mtpa capacity at Salem thereby bringing the overall capacity to 30.5 mtpa in the next four years. Gradually, the Group plans to expand its domestic steel capacity to 45.0 mtpa by FY 2030-31 through a combination of organic and inorganic growth.

For fiscal year 2021 and for the three months ended June 30, 2021, revenue from operations within India represented 73.9% and 64.5% respectively, of our total revenue from operations. We have a widespread sales and distribution network that sells our products directly to customers, wholesale traders and stock points. Our sales presence is particularly strong in South and West India, where a large portion of India's steel customers are located. We are mainly focused on retail sales through our exclusive and non-exclusive retail outlets. As at June 30, 2021, we had more than 16,000 exclusive and non-exclusive retail outlets located throughout India. For fiscal year 2021 and the three months ended June 30, 2021, revenue from operations outside India represents 26.1% and 35.5% of our total revenue from operations respectively. We have an export footprint in more than 100 countries across five continents. We use a combination of direct sales to customers and sales to international trading houses for our international sales.

Competitive Strengths

We believe that the following competitive strengths can be leveraged to allow us to further enhance our position as a leading steel producer.

- Leading player in the Indian steel market
- Strong business profile diversified by markets and products
- Strategic acquisitions and joint ventures
- Strategically located manufacturing facilities
- Strong focus on technology driving raw material efficiency and increased productivity
- Integrated and efficient operations
- Strong project execution capabilities
- Skilled workforce led by an experienced management team

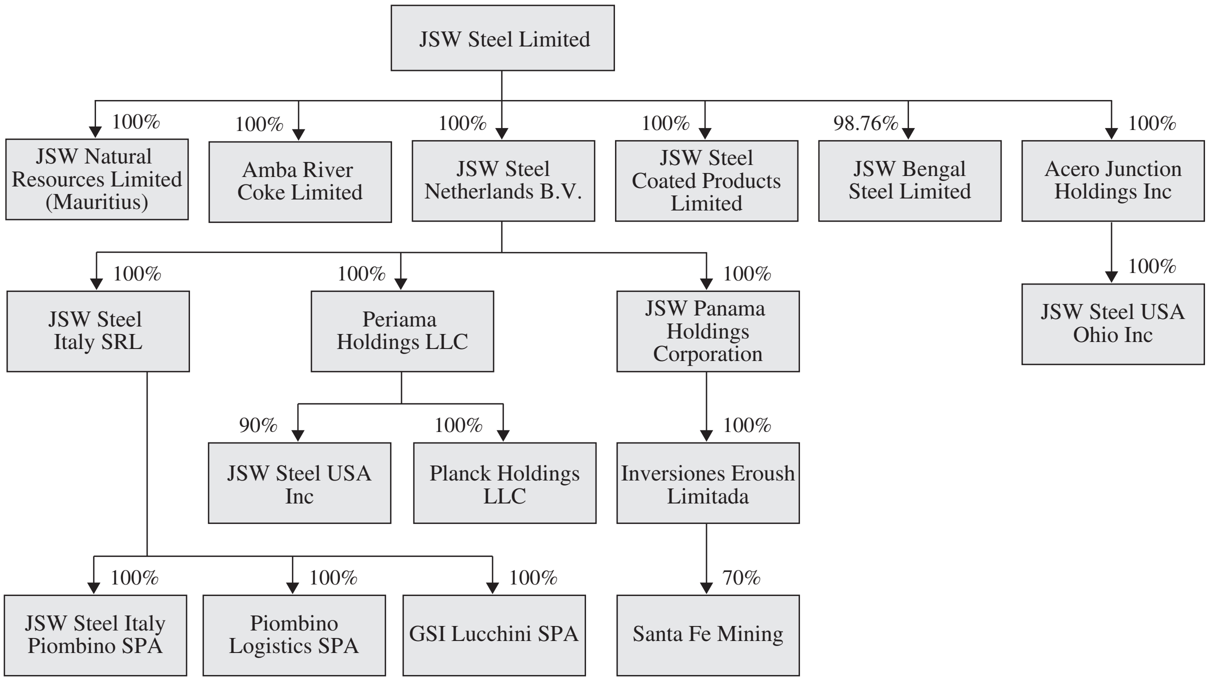
Strategy

We aim to enhance our position as a leading global steel producer through the following strategies.

- Selective growth through brownfield expansion and greenfield projects as well as inorganic growth
- Further diversification of our product profile and customer base
- Focus on operational efficiency
- Strengthening backward and forward integration
- Financial discipline and focus on return profile

Corporate Structure

The chart below shows a summary of our corporate structure as at June 30, 2021. This is a summary chart only and does not show all of our subsidiaries.



Notes:

(1) Periama Holdings, LLC is held 99.9%by JSW Steel Netherlands B.V. and 0.1% by the Company.

(2) Inversiones Eroush Limitada is held 94.9% by JSW Panama Holdings Corporation, 0.1% by JSW Steel Netherlands B.V. and 5.0% by the Company.

(3) JSIP and GSI Lucchini SPA are each held 0.1% by the Company.

Recent Developments

Impact of the COVID-19 pandemic

The world economy is presently suffering from the impact of COVID-19, which was first reported in December 2019. The virus spread throughout the world including to countries in which the Group operates or conducts business, primarily India, Italy and the United States. The World Health Organization declared COVID-19 a public health emergency of international concern on January 30, 2020 and subsequently as a pandemic on March 11, 2020. The COVID-19 pandemic continues to have adverse repercussions across the world. The governments of many countries, including certain of the jurisdictions in which the Group operates and conducts business, have reacted by instituting lockdowns, business shutdowns, quarantines and restrictions on travel. Businesses have also implemented countermeasures and safety measures to reduce the risk of transmission.

The pandemic has affected the Group in several ways including causing delays, postponement, scaling down or shutting certain business activities. For example, following the announcement of the first phase of the nationwide lockdown on March 24, 2020, we scaled down/suspended production across all facilities with a view to ensure the safety of our workforce across all areas of operations from then to late April 2020. Consequently, our capacity utilization had declined to 66% in the three-month period from April 1 to June 30, 2020 as compared to 89% in FY2020. The lockdown restrictions also severely constrained project activity and all sites were impacted due to non-availability of required manpower and materials due to restrictions on movement. We have also experienced shortage of foreign experts provided by technology and equipment suppliers due to international travel restrictions.

We continue to closely monitor the situation arising from the COVID-19 pandemic especially since there have been multiple instances of reoccurrence across the globe post relaxation of lock downs. India faced a second wave which has peaked in April/May 2021 with partial lockdowns being reinstituted. While the start of the vaccination campaigns globally has somewhat mitigated the potential risk on the Group's businesses, the ultimate impact will depend on a range of factors including the duration, severity, potential recurrence of the pandemic and the nature and severity of the measures that governments may adopt and the pace of vaccination programs. As a result of these uncertainties, the global financial markets could witness significant volatilities which may adversely affect the Indian economy, the Group, our business and financial condition, results of operations, prospects, liquidity, capital position, and credit ratings.

In response to the COVID-19 pandemic, we have identified key focus areas including leveraging digitalization to ensure business continuity, using digital tools to access markets, reducing cost base, maintaining continuity of our supply chains, emphasizing sustainability and maintaining robust balance sheet and liquidity management.

Issuance of equity/equity linked instruments

Our board of directors at their meeting held on May 21, 2021, and our shareholders at the annual general meeting held on July 21, 2021, have approved the issuance (in one or more tranches) of the following to qualified institutional buyers (as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018):

(i) non-convertible debentures with attached warrants exchangeable/convertible into our equity, for an amount of up to Rs. 70,000 million, inclusive of such premium as may be approved by our board; and/or

(ii) equity shares and/or fully convertible debentures/partly convertible debentures/optionally convertible debentures or any other convertible securities (other than warrants) for an amount of up to Rs. 70,000 million, inclusive of such premium as may be approved by our board.

Rights Issue

Our board of directors at their meeting held on May 21, 2021 approved the issue of equity shares on a rights basis to its existing shareholders. Our board also authorized the "finance committee", a sub-committee of the board, to decide the terms and conditions of the issue including entitlement ratio, issue price, record date, timing and other related matters.

Dividends

Our board of directors had recommended a dividend of Rs.6.50 per equity share for the year ended March 31, 2021. Our members have approved the same at the annual general meeting held on July 21, 2021.

Revised credit rating and outlooks

Fitch Ratings, vide its release dated May 19, 2021, has reaffirmed our "Issuer Default" Rating and "Senior Unsecured Debt" rating at "BB-" and revised the outlook to "Positive" from "Negative". Similarly, CARE Ratings, vide its release dated July 7, 2021, has upgraded our Issuer rating to "AA" from "AA-". The outlook has been retained as "Stable". The short term ratings have been retained as "A1+". Similarly, ICRA vide their release dated August 23, 2021 have upgraded our rating for Long Term Bank Facilities and Non-Convertible Debentures to ICRA AA, Stable Outlook from ICRA AA-, Positive Outlook. They have also reaffirmed the ratings for the Short Term Bank facilities and Commercial Paper at ICRA A1+.

Fund Raising/Redemptions

In May 2021, we raised Rs.10.00 billion by issue of listed, secured, redeemable, non-convertible debentures with a coupon of 8.76% for a tenor of 10 years (maturing on May 2, 2031).

We also exercised a call option in May 2021 in respect of listed, unsecured, redeemable, non-convertible debentures of Rs.10.00 billion with a coupon of 8.50% with an exercise date of June 15, 2021. We have since redeemed the said debentures.

Agreement with ATI

Our U.S. subsidiary, JSW Ohio, signed a long-term agreement with ATI Flat Rolled Products Holdings, LLC. ("**ATI**") for the conversion of carbon steel slabs manufactured at its facility at Mingo Junction, Ohio into hot rolled coils at ATI's facility at Brackenridge, PA. The agreement expands JSW Ohio's ability to supply high quality hot rolled products to its U.S. customers and is in line with its strategy of increasing market share of "melted and manufactured in the U.S." products. Securing access to ATI's facility, enables JSW Ohio to produce materials that maintain high-strength at high temperatures. At the same time, ATI can improve the capacity utilization of its highly automated facility and generate a reliable source of operating cash flow.

Electrical Steel sheet JV

The Company signed a Memorandum of Understanding to conduct a Feasibility Study with JFE Steel Corporation, to establish a Grain Oriented Electrical Steel Sheet joint venture in India. The study is expected to be completed by 2021. Grain oriented electrical steel exhibits excellent magnetic properties making it ideal for the iron cores of Power Transformers. In view of the steadily increasing demand for electric power, the growing adoption of renewable energy and the electrification of automobiles, continued growth is forecasted in India and globally for grain-oriented electrical steel sheet primarily used in transformers.

GreenPro Certification

We are one of the steel companies in India to have received the GreenPro certification from Confederation of Indian Industry ("**CII**"). GreenPro is a Type 1 Ecolabel that helps end users to identify sustainable products and technologies.

Investment in Paints & renewable energy business

Our board of directors has approved a strategic investment of Rs.7.50 billion in JSW Paints (P) Limited ("**JSW Paints**"), a company owned by our promoters. The investment would be made in tranches during FY2022 to FY2025. In the first tranche, we have proposed to make an investment of Rs.3.00 billion for a 6.88% stake on a fully diluted basis. JSW Paints is engaged in the business of manufacture of industrial and decorative paints. The investment is strategic in nature and shall provide a steady source of paint supply for our color coated business. Further, the retailers of JSW Paints can enhance our retail footprint.

JSW Energy Limited, a related party, is incorporating SPVs for setting up 958 MW of renewable power projects across three states. In line with its vision to increase the share of renewable power in our overall power requirements, our board has approved entry into a power purchase agreement for procurement of wind and solar power with these SPVs. A captive power plant enjoys incentives in the form of waiver of cross subsidy surcharge. In order to qualify as a captive unit, the procurer needs to hold 26% equity in the power supplier. Accordingly, we will invest Rs.4,450 million (equivalent to 26%) in SPVs to be set up by JSW Energy Limited in various states in which our plants are located.

Acquisition of high grade steel plates and coils business of Welspun Corp Limited

We have completed the acquisition of the business of manufacturing high-grade steel plates and coils (“**PCMD**”) from Welspun Corp Limited for a consideration of Rs.8,485 million subject to closing adjustments towards net working capital, on March 31, 2021. The consideration was paid on a deferred basis. The final tranche was paid on July 23, 2021. Further, an amount of Rs.15 million was paid to Welspun Corp Limited on June 8, 2021 for the purchase of a parcel of land pertaining to the PCMD Business.

Target for CO_2 emission reduction

The Business Responsibility/Sustainability Reporting Committee of our Board of Directors, vide its resolution dated August 19, 2021 has set a target of achieving CO_2 emissions of 1.95 tCO_2e per tonne of crude steel produced by Fiscal 2030, which is a 23% reduction from FY20 and 42% reduction from the base year of 2005. The target set for CO_2 emissions includes direct emissions (Scope 1) and energy indirect emissions (Scope 2) from its operating integrated steel plants at Vijayanagar, Dolvi and Salem and follows the Sustainable Development Scenario (“**SDS**”) pathway for Indian Steel Industry as proposed by the International Energy Agency (“**IEA**”) Iron and Steel Technology Road Map with an objective to reduce 60% of CO_2 emissions by 2050.

Fund raising at JSW Ohio

JSW Ohio, one of our subsidiaries, has raised long term funds amounting to U.S.$40 million with a tenor of more than 30 years in the municipal bond markets in the USA at a coupon of 3.50%. The Jefferson County Port Authority (“**JCPA**”), a port authority, and a body corporate and politic organized and existing under the laws of the State of Ohio has issued special, limited obligations bonds, the proceeds of which will be utilized for extending a loan to JSW Ohio. The bonds will be repaid out of proceeds from repayment of loan received from JSW Ohio and the bondholders will have no recourse to JCPA. We have provided a guarantee on behalf of JSW Ohio, which will be utilized to secure the repayment of the bonds. The proceeds of the loan are proposed to be utilized for the purpose of refinancing/reimbursing, in whole or in part, the cost of (1) the modernization of an electric arc furnace (“**EAF**”), consisting of automation and upgrade of the existing EAF at the steel manufacturing facilities located in the Village of Mingo Junction, Jefferson County, Ohio and (2) the caster modernization including the installation of a Level 2 automation system to allow for the production of higher quality steel slabs at the Facility.

Production volumes

For Q1-FY2022, our crude steel production (standalone) was 4.10 mt with the capacity utilization of 91% as compared to 4.19 mt in Q4-2021 (93% utilization). The lower utilization was due to shortage of oxygen which was diverted for medical purposes across India. The total global production volumes and sales (including Indian and U.S. operations) of the Group were 5.07 mt and 4.33 mt for Q1-FY2022. For the months of July 2021 and August 2021, the production in each month was 1.38 mt.

SUMMARY FINANCIAL AND OPERATING DATA

The summary consolidated and standalone financial data for the Group and the Company as at the end of and for each of the years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2020 and 2021 contained in the Offering Memorandum have been derived or calculated from the Group Consolidated Financial Statements and the Company Standalone Financial Statements included elsewhere in this Offering Memorandum, unless stated otherwise or unless context requires otherwise, except for (i) 'Mining premium and royalties' and 'Other expenses' for the year ended March 31, 2020 which have been regrouped in the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company and derived from the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company; (ii) Current and Non-current 'Loans', Current and Non-current 'Other financial assets', Current and Non-current 'Other Financial Liabilities', Current 'Borrowings' and 'Other Non-Current Liabilities' as at March 31, 2021 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iii) 'Mining premium and royalties' and 'Other expenses' for the three months ended June 30, 2020 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iv) Unaudited Condensed interim statement of cash flows for three months ended June 30, 2020 of the Company and the Group which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group. This financial information should be read in conjunction with "Presentation of Financial Information" and "Index to Financial Statements" in this Offering Memorandum. Our results of operations for the three months ended June 30, 2021 are not necessarily indicative of our results for the year ending March 31, 2022, and historical results presented in this Offering Memorandum in general do not necessarily indicate results expected for any future period.

Financial Information of the Group

Summary of Consolidated Statement of Profit and Loss

		Year ended March 31,		
		2019	**2020**	**2021**
		(Rs. in millions except per share data)		
I.	**REVENUE FROM OPERATIONS**	847,571	726,109	798,392
	Fees for assignment of procurement contract	—	2,500	—
	Government grant income — VAT/GST incentive relating to earlier years	—	4,655	—
	TOTAL REVENUE FROM OPERATIONS	**847,571**	**733,264**	**798,392**
II.	**OTHER INCOME**	2,038	5,460	5,917
III.	**TOTAL INCOME (I+II)**	**849,609**	**738,724**	**804,309**
IV.	**EXPENSES:**			
	Cost of materials consumed	434,762	388,648	326,231
	Purchases of stock-in-trade	3,199	1,346	2,326
	Changes in inventories of finished goods, work-in-progress and stock-in-trade	(5,899)	(2,695)	(3,484)
	Mining premium and royalties	—	6,510	69,724
	Employee benefits expense	24,892	28,393	25,063
	Finance costs	39,167	42,645	39,574
	Depreciation and amortization expense	40,406	42,459	46,788
	Other expenses	201,101	192,334	177,122
	TOTAL EXPENSES	**737,628**	**699,640**	**683,344**

	Year ended March 31,		
	2019	2020	2021
	(Rs. in millions except per share data)		
V. PROFIT BEFORE SHARE OF PROFIT/(LOSS) FROM JOINT VENTURES (NET), EXCEPTIONAL ITEMS AND TAX (III-IV)	**111,981**	**39,084**	**120,965**
VI. SHARE OF PROFIT/(LOSS) FROM JOINT VENTURES (NET)	(297)	(900)	14
VII. PROFIT BEFORE EXCEPTIONAL ITEMS AND TAX (V+VI)	**111,684**	**38,184**	**120,979**
VIII. EXCEPTIONAL ITEMS	—	8,053	827
IX. PROFIT BEFORE TAX (VII-VIII)	**111,684**	**30,131**	**120,152**
X. TAX EXPENSE/(CREDIT):			
Current tax	24,731	9,432	24,671
Deferred tax	11,709	(18,494)	16,752
TOTAL TAX EXPENSE/(CREDIT)	**36,440**	**(9,062)**	**41,423**
XI. PROFIT FOR THE YEAR (IX-X)	**75,244**	**39,193**	**78,729**
XII. OTHER COMPREHENSIVE INCOME/(LOSS)			
A (i) Items that will not be reclassified to profit or loss			
(a) Re-measurement losses of the defined benefit plans	(192)	(230)	334
(b) Equity instruments through other comprehensive income	(18)	(3,041)	4,587
(ii) Income tax relating to items that will not be reclassified to profit or loss	66	72	(119)
Total (A)	**(144)**	**(3,199)**	**4,802**
B (i) Items that will be reclassified to profit or loss			
(a) The effective portion of gain/(loss) on hedging instruments	854	(8,248)	4,259
(b) Changes in Foreign currency monetary item translation difference account (FCMITDA)	(486)	867	—
(c) Foreign currency translation reserve (FCTR)	(604)	(3,158)	254
(ii) Income tax relating to items that will be reclassified to profit or loss	(124)	2,525	(1,433)
Total (B)	**(360)**	**(8,014)**	**3,080**
Total other comprehensive income/(loss) (A+B)	**(504)**	**(11,213)**	**7,882**
XIII. TOTAL COMPREHENSIVE INCOME/(LOSS) (XI+XII)	**74,741**	**27,980**	**86,611**

	Year ended March 31,		
	2019	2020	2021
	(Rs. in millions except per share data)		
Total Profit/(loss) for the year attributable to:			
— Owners of the Company	76,394	40,299	79,108
— Non-controlling interests	(1,150)	(1,106)	(379)
	75,244	**39,193**	**78,729**
Other comprehensive income/(loss) for the year attributable to:			
— Owners of the Company	(244)	(10,764)	7,703
— Non-controlling interests	(260)	(449)	179
	(504)	**(11,213)**	**7,882**
Total comprehensive income/(loss) for the year attributable to:			
— Owners of the Company	76,151	29,535	86,811
— Non-controlling interests	(1,410)	(1,555)	(200)
	74,741	**27,980**	**86,611**
XIV. EARNINGS PER EQUITY SHARE OF RE 1 EACH			
Basic (in Rs.)	31.77	16.78	32.91
Diluted (in Rs.)	31.60	16.67	32.73

Summary of Unaudited Condensed Consolidated Interim Statement of Profit and Loss

	Three months ended June 30,		
	2020	2021	2021
	(Rs. in millions except per share data)		(U.S.$ in millions)[1]
I. REVENUE FROM OPERATIONS	117,815	289,019	3,888
II. OTHER INCOME	1,324	1,979	27
III. TOTAL INCOME (I+II)	**119,139**	**290,998**	**3,914**
IV. EXPENSES:			
Cost of materials consumed	64,714	108,308	1,457
Purchases of stock-in-trade	13	552	7
Changes in inventories of finished goods, work-in-progress and stock-in-trade	(1,482)	(42,735)	(575)
Mining premium and royalties	1,381	53,493	720
Employee benefits expense	6,246	7,697	104
Finance costs	10,164	9,932	134
Depreciation and amortization expense	10,474	11,827	159
Other expenses	33,535	58,969	793
TOTAL EXPENSES	**125,043**	**208,043**	**2,798**
V. PROFIT/(LOSS) BEFORE SHARE OF PROFIT/(LOSS) FROM JOINT VENTURES (NET) AND TAX (III-IV)	(5,904)	82,955	1,116
VI. SHARE OF PROFIT/(LOSS) FROM JOINT VENTURES (NET)	(527)	3,232	43
VII. PROFIT/(LOSS) BEFORE TAX (V+VI)	**(6,431)**	**86,187**	**1,159**

	Three months ended June 30,		
	2020	2021	2021
	(Rs. in millions except per share data)		(U.S.$ in millions)[(1)]
VIII. TAX EXPENSE/(CREDIT):			
Current tax	(327)	15,917	214
Deferred tax	(282)	11,275	152
TOTAL TAX EXPENSE/(CREDIT)	**(609)**	**27,192**	**366**
IX. PROFIT/(LOSS) FOR THE PERIOD (VII-VIII)	**(5,822)**	**58,995**	**794**
X. OTHER COMPREHENSIVE INCOME/(LOSS)			
A (i) Items that will not be reclassified to profit or loss			
(a) Re-measurement losses of the defined benefit plans	59	(41)	(1)
(b) Equity instruments through other comprehensive income	452	8,122	109
(ii) Income tax relating to items that will not be reclassified to profit or loss	(19)	(927)	(12)
Total (A)	**492**	**7,154**	**96**
B (i) Items that will be reclassified to profit or loss			
(a) The effective portion of gain/(loss) on hedging instruments	1,021	(1,062)	(14)
(b) Foreign currency translation reserve (FCTR)	(909)	(739)	(10)
(ii) Income tax relating to items that will be reclassified to profit or loss	(320)	368	5
Total (B)	**(208)**	**(1,433)**	**(19)**
Total other comprehensive income/(loss) (A+B)	**284**	**5,721**	**77**
XI. TOTAL COMPREHENSIVE INCOME/(LOSS) (IX+X)	**(5,538)**	**64,716**	**870**
Total Profit/(loss) for the year attributable to:			
— Owners of the Company	(5,613)	59,035	794
— Non-controlling interests	(209)	(40)	(1)
	(5,822)	**58,995**	**794**
Other comprehensive income/(loss) for the period attributable to:			
— Owners of the Company	290	5,802	78
— Non-controlling interests	(6)	(81)	(1)
	284	**5,721**	**77**
Total comprehensive income/(loss) for the period attributable to:			
— Owners of the Company	(5,323)	64,837	872
— Non-controlling interests	(215)	(121)	(2)
	(5,538)	**64,716**	**870**
Earnings per equity share of Re 1 each (not annualized)			
Basic (in Rs.)	(2.34)	24.53	0.33
Diluted (in Rs.)	(2.34)	24.42	0.33

Note:

(1) Except as otherwise stated, Indian Rupee amounts as at and for the three months ended June 30, 2021 were converted to U.S. dollars at the exchange rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

Summary of Consolidated Balance Sheet

	As at 31 March			As at 30 June	
	2019	**2020**	**2021**	**2021**	**2021**
		(Rs. in millions)		**(Rs. in millions)**	**(U.S.$ in millions)[1]**
I ASSETS					
(1) NON-CURRENT ASSETS					
(a) Property, plant and equipment	616,037	577,579	588,568	590,644	7,945
(b) Capital work-in-progress	115,404	268,567	324,332	336,143	4,521
(c) Investment property	—	—	2,585	2,603	35
(d) Right-of-use assets	—	34,712	38,155	38,478	518
(e) Goodwill	8,403	4,151	3,364	3,399	46
(f) Other intangible assets	2,000	3,500	16,492	16,075	216
(g) Intangible assets under development	3,494	3,340	1,326	1,403	19
(h) Investments in joint ventures	6,285	2,828	29,691	34,336	462
(i) Financial assets					
(i) Investments	11,844	9,743	56,044	64,322	865
(ii) Loans	4,334	7,717	4,933	2,698	36
(iii) Derivative assets	—	—	1,095	11	0
(iv) Other financial assets	2,994	6,956	26,827	29,357	395
(j) Current tax assets (net)	2,396	3,850	2,754	2,666	36
(k) Deferred tax assets (net)	1,166	—	—	—	—
(l) Other non-current assets	39,254	29,564	28,484	37,094	499
Total non-current assets	**813,611**	**952,507**	**1,124,650**	**1,159,229**	**15,592**
(2) **CURRENT ASSETS**					
(a) Inventories	145,480	138,635	142,487	189,718	2,552
(b) Financial assets					
(i) Investments	817	18	75	70	1
(ii) Trade receivables	71,596	45,054	44,864	68,660	924
(iii) Cash and cash equivalents	55,807	39,656	119,433	64,434	867
(iv) Bank balances other than (iii) above	6,057	80,365	8,699	21,522	289
(v) Loans	5,614	7,423	4,787	6,800	91
(vi) Derivative assets	3,210	2,936	1,022	2,173	29
(vii) Other financial assets	22,168	28,584	16,102	18,194	245
(c) Current tax assets (net)	64	60	56	56	1
(d) Other current assets	24,607	22,863	20,911	26,136	352
(e) Assets classified as held for sale	125	94	79	81	1
Total current assets	**335,545**	**365,688**	**358,515**	**397,844**	**5,351**
TOTAL — ASSETS	**1,149,156**	**1,318,195**	**1,483,165**	**1,557,073**	**20,944**

	As at 31 March			As at 30 June	
	2019	2020	2021	2021	2021
	(Rs. in millions)			(Rs. in millions)	(U.S.$ in millions)[1]
II EQUITY AND LIABILITIES					
(1) EQUITY					
(a) Equity share capital	3,012	3,013	3,016	3,018	41
(b) Other equity	344,936	362,977	464,620	531,314	7,147
Equity attributable to owners of the Company	**347,948**	**365,990**	**467,636**	**534,332**	**7,187**
Non-controlling interests (NCI)	(4,500)	(5,753)	(6,191)	(6,892)	(93)
Total equity	**343,448**	**360,237**	**461,445**	**527,440**	**7,094**
LIABILITIES					
(2) NON-CURRENT LIABILITIES					
(a) Financial liabilities					
(i) Borrowings	296,559	446,726	497,311	464,109	6,243
(ii) Lease liabilities	—	17,437	19,390	19,241	259
(iii) Derivative liabilities	—	1,299	567	487	7
(iv) Other financial liabilities	5,318	4,637	7,245	7,040	95
(b) Provisions	2,583	3,484	8,521	8,727	117
(c) Deferred tax liabilities (net)	38,936	16,774	35,091	46,932	631
(d) Other non-current liabilities	42,210	30,723	20,604	18,073	243
Total non-current liabilities	**385,606**	**521,080**	**588,729**	**564,609**	**7,594**
(3) CURRENT LIABILITIES					
(a) Financial liabilities					
(i) Borrowings	63,325	83,248	146,515	164,664	2,215
(ii) Lease liabilities	—	3,062	4,053	4,268	57
(iii) Trade payables	161,591	179,176	152,433	149,998	2,018
(iv) Derivative liabilities	3,785	2,506	1,096	1,148	15
(v) Other financial liabilities	168,344	141,432	86,942	96,714	1,301
(b) Provisions	1,337	1,609	2,739	1,994	27
(c) Other current liabilities	19,764	24,552	33,653	32,192	433
(d) Current tax liabilities (net)	1,956	1,293	5,560	14,046	189
Total current liabilities	**420,102**	**436,878**	**432,991**	**465,024**	**6,255**
Total liabilities	**805,708**	**957,958**	**1,021,720**	**1,029,633**	**13,849**
TOTAL — EQUITY AND LIABILITIES	**1,149,156**	**1,318,195**	**1,483,165**	**1,557,073**	**20,944**

Note:

(1) Except as otherwise stated, Indian Rupee amounts as at and for the three months ended June 30, 2021 were converted to U.S. dollars at the exchange rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

Summary of Consolidated Statement of Cash Flow

		Year ended March 31,	
	2019	2020	2021
		(Rs. in millions)	
A. CASH FLOW FROM OPERATING ACTIVITIES			
Profit before tax	111,684	30,131	120,152
Adjustments for:			
Depreciation and amortization expense	40,406	42,459	46,788
Loss on sale of property, plant and equipment (net)	78	302	373
Gain on sale of financial investments designated as FVTPL	(185)	(52)	(66)
Export obligation deferred income amortization	(1,654)	(1,438)	(2,390)
Interest income	(1,336)	(4,394)	(4,814)
Dividend income	—	(102)	(105)
Interest expense	35,820	39,243	37,450
Unrealized exchange loss	1,554	6,865	(4,362)
Gain on financial instruments designated as FVTPL	(62)	(41)	—
Unwinding of interest on financial assets carried at amortised cost	(250)	(451)	(517)
Fair value gain on joint venture's previously held stake on acquisition of control	—	(132)	—
Share-based payment expense	504	366	197
Share of loss from joint ventures (net)	297	900	(14)
Fair value loss on financial instrument designated as FVTPL	11	24	18
Allowances for doubtful receivable and advances	1,516	1,134	1,010
Non-cash expenditure/Donation of Land	57	144	—
Exceptional items	—	8,053	827
	76,756	**92,882**	**74,395**
Operating profit before working capital changes	**188,440**	**123,013**	**194,547**
Adjustments for:			
(Increase)/Decrease in inventories	(17,410)	7,439	(3,347)
(Increase)/Decrease in trade receivables	(22,031)	24,582	718
(Increase) in other assets	(10,841)	(18,369)	(4,234)
Increase in trade payable and other liabilities	34,059	1,826	13,064
Increase in provisions	409	913	6,442
	(15,814)	**16,390**	**12,643**
Cash flow from operations	**172,626**	**139,403**	**207,190**
Income taxes paid (net of refund received)	(26,300)	(11,554)	(19,296)
Net cash generated from operating activities (A)	**146,326**	**127,849**	**187,894**
B. CASH FLOW FROM INVESTING ACTIVITIES			
Purchases of property, plant and equipment and intangibles assets (including under development and capital advances)	(102,056)	(128,104)	(92,579)
Proceeds from sale of property, plant and equipment	440	430	510
Cash outflow on acquisition of a subsidiary/acquisition of NCI	(10,140)	(635)	(15,750)
Investment in joint ventures	(4,130)	(3)	(50,874)
Proceeds from sale of stake in joint venture	—	1,639	—
Inter-corporate deposits	—	—	(2,925)
Purchase of current investments	(83,399)	(7,624)	(6,056)
Sale of current investments	85,910	8,470	6,120
Bank deposits not considered as cash and cash equivalents (net)	(2,679)	(75,167)	74,068
Interest received	1,575	5,034	6,187
Dividend received	—	102	105
Net cash used in investing activities (B)	**(114,479)**	**(195,859)**	**(81,194)**

	Year ended March 31,		
	2019	2020	2021
	(Rs. in millions)		
C. CASH FLOW FROM FINANCING ACTIVITIES			
Proceeds from sale of treasury shares	—	1,065	392
Payments for purchase of treasury shares	(1,526)	(1,013)	—
Proceeds from non-current borrowings	89,987	208,140	158,974
Repayment of non-current borrowings	(62,734)	(111,069)	(75,615)
Proceeds from/(repayment) of current borrowings (net)	41,554	19,402	(63,261)
Repayment of lease liabilities/finance lease obligations	(2,269)	(1,773)	(3,350)
Interest paid	(38,154)	(45,198)	(43,402)
Dividend paid (including corporate dividend tax)	(9,325)	(11,948)	(4,834)
Premium paid on redemption of debentures	—	(5,720)	—
Net cash (used in)/generated from financing activities (C)	**17,533**	**51,888**	**(31,096)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**49,380**	**(16,122)**	**75,604**
Cash and cash equivalents at the beginning of year	**5,816**	**55,807**	**39,656**
Add: Translation adjustment in cash and cash equivalents	33	(59)	(28)
Add: Cash and cash equivalents pursuant to business combinations	578	30	4,201
Cash and cash equivalents at the end of year	**55,807**	**39,656**	**119,433**

Summary of Unaudited Condensed Consolidated Interim Statement of Cash Flow

	Three months ended June 30,		
	2020	2021	2021
	(Rs. in millions)		(U.S.$ in millions)(1)
Net cash generated from operating activities (A)	18,000	17,724	238
Net cash used in investing activities (B)	(9,934)	(38,951)	(524)
Net cash (used in) financing activities (C)	**(28,129)**	**(33,724)**	**(454)**
Net decrease in cash and cash equivalents (A+B+C)	**(20,063)**	**(54,951)**	**(739)**
Cash and cash equivalents at the beginning of period	**39,656**	**119,433**	**1,606**
Add: Translation adjustment in cash and cash equivalents	(45)	(48)	(1)
Cash and cash equivalents at the end of period	**19,548**	**64,434**	**867**

Note:

(1) For the reader's convenience, U.S. dollar translations of Indian rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

Summary of Standalone Statement of Profit and Loss of the Company

		Year ended 31 March		
		2019	2020	2021
		(Rs. in millions except per share data)		
I	**REVENUE FROM OPERATIONS**	767,269	635,469	707,273
	Fees for assignment of procurement contract	—	2,500	—
	Government grant income — VAT/GST incentive relating to earlier years	—	4,655	—
	TOTAL REVENUE FROM OPERATIONS	**767,269**	**642,624**	**707,273**
II	**OTHER INCOME**	5,188	6,277	6,687
III	**TOTAL INCOME (I + II)**	**772,457**	**648,902**	**713,960**
IV	**EXPENSES:**			
	Cost of materials consumed	395,887	330,729	287,425
	Purchases of stock-in-trade	4,984	4,200	1,987
	Changes in inventories of finished goods, work-in-progress and stock-in-trade	(1,878)	(274)	(8,724)
	Mining premium and royalties	—	6,510	69,724
	Employee benefits expense	14,001	14,955	15,014
	Finance costs	37,084	40,223	35,654
	Depreciation and amortization expense	33,967	35,217	37,808
	Other expenses	170,245	161,329	149,254
	TOTAL EXPENSES	**654,290**	**592,890**	**588,142**
V	**PROFIT BEFORE EXCEPTIONAL ITEMS AND TAX (III-IV)**	118,167	56,012	125,818
VI	**EXCEPTIONAL ITEMS**	—	13,090	3,860
VII	**PROFIT BEFORE TAX (V-VI)**	**118,167**	**42,922**	**121,958**
VIII	**TAX EXPENSE/(CREDIT)**			
	Current tax	23,476	7,894	21,619
	Deferred tax	12,104	(17,884)	16,409
	TOTAL TAX EXPENSE/(CREDIT)	**35,580**	**(9,990)**	**38,028**
IX	**PROFIT FOR THE YEAR (VII-VIII)**	**82,587**	**52,912**	**83,930**
X	**OTHER COMPREHENSIVE INCOME**			
A	(i) Items that will not be reclassified to profit or loss			
	(a) Re-measurements of the defined benefit plans	(147)	(191)	268
	(b) Equity instruments through other comprehensive income	40	(2,552)	3,850
	(ii) Income tax relating to items that will not be reclassified to profit or loss	51	63	(97)
	Total (A)	**(56)**	**(2,681)**	**4,021**
B	(i) Items that will be reclassified to profit or loss			
	(a) The effective portion of gain/(loss) on hedging instruments	306	(7,189)	3,692
	(b) Changes in Foreign currency monetary item translation difference account (FCMITDA)	(489)	867	—
	(ii) Income tax relating to items that will be reclassified to profit or loss	64	2,209	(1,290)
	Total (B)	**(119)**	**(4,113)**	**2,402**
	TOTAL OTHER COMPREHENSIVE INCOME/(LOSS) (A+B)	**(175)**	**(6,794)**	**6,423**
XI	**TOTAL COMPREHENSIVE INCOME/(LOSS) (IX+X)**	**82,412**	**46,118**	**90,353**
XII	**EARNINGS PER EQUITY SHARE OF RE 1 EACH**			
	Basic (in Rs.)	34.35	22.03	34.92
	Diluted (in Rs.)	34.17	21.89	34.72

Summary of Unaudited Condensed Standalone Interim Statement of Profit and Loss of the Company

		Three months ended 30 June		
		2020	2021	2021
		(Rs. in millions except per share data)		(U.S.$ in millions)[1]
I	**REVENUE FROM OPERATIONS**	102,927	259,593	3,492
II	**OTHER INCOME**	1,542	1,998	27
III	**TOTAL INCOME (I + II)**	**104,469**	**261,591**	**3,519**
IV	**EXPENSES:**			
	Cost of materials consumed	57,149	94,666	1,273
	Purchases of stock-in-trade	62	378	5
	Changes in inventories of finished goods, work-in-progress and stock-in-trade	(2,269)	(35,251)	(474)
	Mining premium and royalties	1,381	53,493	720
	Employee benefits expense	3,543	4,410	59
	Finance costs	9,331	8,430	113
	Depreciation and amortization expense	8,669	9,978	134
	Other expenses	28,777	46,984	632
	TOTAL EXPENSES	**106,643**	**183,088**	**2,463**
V	**PROFIT/(LOSS) BEFORE TAX (III-IV)**	**(2,174)**	**78,503**	**1,056**
VI	**TAX EXPENSE/(CREDIT)**			
	Current tax	(380)	14,190	191
	Deferred tax	(334)	11,734	158
	TOTAL TAX EXPENSE/(CREDIT)	**(714)**	**25,924**	**349**
VII	**PROFIT/(LOSS) FOR THE PERIOD (V-VI)**	**(1,460)**	**52,579**	**707**
VIII	**OTHER COMPREHENSIVE INCOME/(LOSS)**			
A	(i) Items that will not be reclassified to profit or loss			
	(a) Re-measurements of the defined benefit plans	39	(37)	(0)
	(b) Equity instruments through other comprehensive income	380	6,821	92
	(ii) Income tax relating to items that will not be reclassified to profit or loss	(14)	(782)	(11)
	Total (A)	**405**	**6,002**	**81**
B	(i) Items that will be reclassified to profit or loss			
	(a) The effective portion of gain/(loss) on hedging instruments	647	(1,027)	(14)
	(ii) Income tax relating to items that will be reclassified to profit or loss	(226)	359	5
	Total (B)	**421**	**(668)**	**(9)**
	TOTAL OTHER COMPREHENSIVE INCOME/(LOSS) (A+B)	**826**	**5,334**	**72**
IX	**TOTAL COMPREHENSIVE INCOME/(LOSS) (VII+VIII)**	**(634)**	**57,913**	**779**
	EARNINGS PER EQUITY SHARE OF RE 1 EACH (not annualized)			
	Basic (in Rs.)	(0.61)	21.85	0.29
	Diluted (in Rs.)	(0.61)	21.75	0.29

Note:

(1) For the reader's convenience, U.S. dollar translations of Indian rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

Summary of Standalone Balance Sheet of the Company

	As at 31 March			As at 30 June	
	2019	2020	2021	2021	2021
	(Rs. in millions)			(Rs. in millions)	(U.S.$ in millions)(1)
I ASSETS					
(1) NON-CURRENT ASSETS					
(a) Property, plant and equipment	492,452	461,168	461,670	460,756	6,197
(b) Capital work-in-progress	95,773	238,104	289,137	301,290	4,053
(c) Right of use assets	—	41,020	41,614	41,202	554
(d) Intangible assets	1,723	3,233	16,140	15,686	211
(e) Intangible assets under development	3,444	3,310	1,279	1,333	18
(f) Investments in subsidiaries and joint ventures	48,531	47,569	66,759	71,022	955
(g) Financial assets					
(i) Investments	14,240	12,418	57,815	64,777	871
(ii) Loans	76,741	87,048	48,724	56,255	757
(iii) Derivative assets	—	—	1,095	11	0
(iv) Other financial assets	454	5,624	24,810	27,378	368
(h) Current tax assets (net)	1,954	3,400	2,298	2,353	32
(i) Other non-current assets	33,638	23,780	23,944	27,884	375
Total non-current assets	**768,950**	**926,674**	**1,035,285**	**1,069,947**	**14,392**
(2) CURRENT ASSETS					
(a) Inventories	105,985	96,231	106,921	143,647	1,932
(b) Financial assets					
(i) Trade receivables	67,456	31,661	33,330	52,790	710
(ii) Cash and cash equivalents	52,578	34,383	111,213	57,732	777
(iii) Bank balances other than (ii) above	4,216	79,626	6,253	18,745	252
(iv) Loans	1,358	3,211	6,015	6,023	81
(v) Derivative assets	2,283	2,746	861	2,008	27
(vi) Other financial assets	26,214	27,939	14,791	16,761	225
(c) Other current assets	19,985	17,949	17,649	20,004	269
Total current assets	**280,075**	**293,746**	**297,033**	**317,710**	**4,273**
TOTAL ASSSETS	**1,049,025**	**1,220,420**	**1,332,318**	**1,387,657**	**18,665**
II EQUITY AND LIABILITIES					
(1) EQUITY					
(a) Equity share capital	3,012	3,013	3,016	3,018	41
(b) Other equity	348,612	380,608	466,750	524,914	7,060
Total equity	**351,624**	**383,620**	**469,766**	**527,932**	**7,101**
LIABILITIES					
(2) Non-current liabilities					
(a) Financial liabilities					
(i) Borrowings	267,483	392,473	395,505	359,581	4,837
(ii) Lease liabilities	—	27,160	24,134	23,241	313
(iii) Derivative liabilities	—	1,299	567	487	7
(iv) Other financial liabilities	10,154	13,079	13,104	12,763	172
(b) Provisions	2,259	3,221	7,528	7,733	104
(c) Deferred tax liabilities (net)	32,695	13,151	30,947	43,109	580
(d) Other non-current liabilities	40,831	30,478	20,363	17,826	240
Total non-current liabilities	**353,422**	**480,860**	**492,148**	**464,740**	**6,251**

	As at 31 March			As at 30 June	
	2019	2020	2021	2021	2021
	(Rs. in millions)			(Rs. in millions)	(U.S.$ in millions)[1]
(3) Current liabilities					
(a) Financial liabilities					
(i) Borrowings	53,683	68,134	120,734	140,013	1,883
(ii) Lease liabilities	—	7,733	9,253	9,345	126
(iii) Trade payables	130,519	133,536	121,501	114,325	1,538
(iv) Derivative liabilities.	3,322	1,892	960	980	13
(v) Other financial liabilities	137,857	119,796	77,618	88,193	1,186
(b) Provisions	519	638	2,426	1,223	16
(c) Other current liabilities	16,155	23,021	32,538	27,815	374
(d) Current tax liabilities (net)	1,924	1,191	5,374	13,091	176
Total current liabilities	**343,979**	**355,940**	**370,404**	**394,985**	**5,313**
Total liabilities	**697,401**	**836,800**	**862,552**	**859,725**	**11,564**
TOTAL EQUITY AND LIABILITIES	**1,049,025**	**1,220,420**	**1,332,318**	**1,387,657**	**18,665**

Note:

(1) For the reader's convenience, U.S. dollar translations of Indian rupee amounts as at June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

Summary of Standalone Statement of Cash Flow of the Company

	Year ended 31 March		
	2019	2020	2021
	(Rs. in millions)		
A. CASH FLOW FROM OPERATING ACTIVITIES			
Net profit before tax	118,167	42,922	121,958
Adjustments for:			
Depreciation and amortization expense	33,967	35,217	37,808
Loss on sale of property, plant and equipment (net)	60	288	299
Gain on sale of financial investments designated as FVTPL.	(102)	(38)	(62)
Interest income	(2,389)	(5,284)	(5,927)
Gain arising of financial instruments designated as FVTPL	(80)	(162)	(63)
Unwinding of interest on financial assets carried at amortised cost.	(309)	(451)	(513)
Dividend income	(2,243)	(306)	(85)
Interest expense	34,520	38,307	34,095
Share based payment expense	504	366	197
Export obligation deferred income amortization	(1,600)	(1,395)	(2,388)
Unrealized exchange gain/(loss)	2,013	5,658	(4,146)
Allowance for doubtful debts, loans, advances and others	1,320	957	584
Loss arising from Financial instruments designated as FVTPL	182	173	189
Non-cash expenditure	57	144	—
Exceptional Items	—	13,090	3,860
	65,900	**86,565**	**63,848**
Operating profit before working capital changes	**184,067**	**129,487**	**185,806**

	Year ended 31 March		
	2019	**2020**	**2021**
		(Rs. in millions)	
Adjustments for:			
(Increase)/Decrease in inventories	(5,169)	11,917	(10,690)
(Increase)/Decrease in trade receivables	(20,559)	35,138	(1,831)
(Increase) in other assets	(9,235)	(13,925)	(1,775)
Increase in trade payable and other liabilities	36,085	—	—
(Decrease) in trade payable	—	(3,731)	(12,030)
(Decrease)/Increase in other liabilities	—	(8,726)	32,519
Increase in provisions	377	799	1,930
	1,499	**21,474**	**8,123**
Cash flow from operations	**185,566**	**150,961**	**193,929**
Income taxes paid (net of refund received)	(24,526)	(9,860)	(16,600)
Net cash generated from operating activities (A)	**161,040**	**141,101**	**177,329**
B. CASH FLOW FROM INVESTING ACTIVITIES			
Purchase of property, plant & equipment, intangibles assets (including under development and capital advance)	(79,021)	(107,403)	(67,145)
Proceeds from sale of property, plant & equipment	305	406	133
Investment in subsidiaries and joint ventures including advances, preference shares and optionally fully convertible debentures	(12,368)	(9,390)	(57,848)
Loans to related parties	(33,173)	(16,225)	(42,771)
Loans repaid by related parties	8,770	12,361	61,812
Sale of other non-current investments	502	—	—
Purchase of current investments	(83,398)	(7,616)	(6,000)
Sale of current investments	83,500	7,653	6,064
Bank deposits not considered as cash and cash equivalents (net)	(2,679)	(75,244)	74,267
Interest received	2,017	4,233	5,318
Dividend received	2,243	306	85
Net cash used in investing activities (B)	**(113,302)**	**(190,918)**	**(26,085)**
C. CASH FLOW FROM FINANCING ACTIVITIES			
Proceeds from sale of treasury shares	—	1,065	392
Payments for purchase of treasury shares	(1,526)	(1,013)	—
Proceeds from non-current borrowing	60,169	185,610	93,647
Repayment of non-current borrowings	(42,438)	(103,197)	(60,528)
Proceeds from/Repayment of current borrowings (net)	31,960	14,428	(55,284)
Repayment of lease liabilities/finance lease obligation	(3,647)	(5,029)	(7,755)
Interest paid	(35,321)	(43,706)	(40,052)
Dividend paid (including corporate dividend tax)	(8,864)	(11,902)	(4,834)
Premium paid on redemption of debentures	—	(5,720)	—
Net cash (used in)/generated from financing activities (C)	**333**	**30,536**	**(74,414)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**48,071**	**(19,281)**	**76,830**
Cash and cash equivalents — opening balances	**4,507**	**53,664**	**34,383**
Cash and cash equivalents — closing balances	**52,578**	**34,383**	**111,213**

Summary of Unaudited Condensed Standalone Interim Statement of Cash Flow of the Company

	For three months ended 30 June		
	2020	**2021**	**2021**
	(Rs. in millions)		**(U.S.$ in millions)[1]**
Net cash generated from operating activities (A)	18,322	28,985	390
Net cash (used in)/from investing activities (B)	(10,052)	(49,641)	(668)
Net cash (used in) financing activities (C)	(30,054)	(32,825	(442)
Net (decrease) in cash and cash equivalents(A+B+C)	**(21,784)**	**(53,481)**	**(719)**
Cash and cash equivalents — opening balances	**34,383**	**111,213**	**1,496**
Cash and cash equivalents — closing balances	**12,599**	**57,732**	**777**

Note:

(1) For the reader's convenience, U.S. dollar translations of Indian rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

The Group's Key Operating and Financial Information

This disclosure is intended to assist in understanding the trends in the operating and financial information of the Group included in this Offering Memorandum.

	Year ended March 31,		Three months ended June 30,		
	2020	**2021**	**2020**	**2021**	**2021**
	(Rs. in millions except percentages)		**(Rs. in millions except percentages)**		**(U.S.$ in millions except percentages)[6]**
Total revenue from operations (Rs. in millions)[5]	733,264	798,392	117,815	289,019	3,888
EBITDA (Rs. in millions)[1][5]	118,728	201,410	13,410	102,735	1,382
Purchases of property, plant and equipment and intangible assets (including under development and capital advances) (Rs. in millions)	128,104	92,579	24,833	26,810	361
Profit/(loss) before tax (Rs. in millions)	30,131	120,152	(6,431)	86,187	1,159
Profit/(loss) for the year/period (Rs. in millions)	39,193	78,729	(5,822)	58,995	794
EBITDA/Total revenue from operations (per cent.)	16.2	25.2	11.4	35.5	35.5
Profit/(loss) before tax/Total revenue from operations (per cent.)	4.1	15.0	(5.5)	29.8	29.8

	Year ended/as at March 31,		Three months ended/ as at June 30,
	2020	2021	2021
	(Rs. in millions except percentages)		(Rs. in millions except percentages)
Net debt to equity ratio (times)(2)(7)(8)	1.31	1.12	1.03
Return on average net worth(3)(5) (per cent.)	11.1	19.2	11.9
Return on average capital employed(4)(5)(8) (per cent.)	8.4	14.6	7.8

Notes:

(1) EBITDA: Profit/(loss) for the year/period +(-) share of profit/loss from joint ventures (net) +(-) tax expense/credit + exceptional items + depreciation and amortization expense + finance costs — other income.

(2) Net debt to equity ratio: net debt/net worth (Net debt: Non-current Borrowings + current borrowings + current maturities of long-term borrowings + current maturities of finance lease obligations, if any, - cash and cash equivalents — bank balances other than cash and cash equivalents — current investments) (Net worth: Equity attributable to Owners of the Company — Non-controlling interests).

(3) Return on average net worth: Profit/(loss) for the year/period/average net worth (Net worth: Equity attributable to Owners of the Company + Non-controlling interests). (Average net worth: (net worth as at the beginning of the year/period + net worth as at the closing of the year/period)/2).

(4) Return on average capital employed: EBIT/average capital employed (Capital employed: net worth + Non-current borrowings + Current borrowings + current maturities of long-term borrowings + current maturities of finance lease obligations, if any, + deferred tax liabilities (net) + deferred tax assets (net)) (EBIT: EBITDA + depreciation and amortization expenses) (Average capital employed: (capital employed as at the beginning of the year/period + capital employed as at the closing of the year/period)/2).

(5) As used in this Offering Memorandum, a non-GAAP financial measure is one that purports to measure historical financial performance, financial position or cash flows, but excludes or includes amounts that would not be so adjusted in the most comparable IFRS/IND-AS measures. From time to time, reference is made in this Offering Memorandum to such "non-GAAP financial measures", including EBITDA, or (unless otherwise specified) profit/(loss) before other income and finance costs, tax expense/credit, depreciation, amortization and exceptional items and share of profit/loss from joint-ventures (net), and net debt, or (unless otherwise specified) non-current borrowings plus current borrowings plus current maturities of long-term borrowings plus current maturities of finance lease obligations, if any, minus cash and cash equivalents, bank balances other than cash and cash equivalents, and current investments. EBIT, EBITDA, EBITDA/Total revenue from operations, profit/(loss) before tax/Total revenue from operations, Net debt, Net worth, Net debt to equity ratio, Average net worth, Return on average net worth, Capital employed, Return on average capital employed and other non-GAAP financial measures are a supplemental measure of our performance and liquidity that is not required by, or presented in accordance with, IND-AS, Indian GAAP, IFRS or US GAAP. However, the Group's management believes that they provide investors with additional information about the Group's performance, as well as ability to incur and service debt and make capital expenditures, and are measures commonly used by investors. The non-GAAP financial measures described herein are not a substitute for IFRS/IND-AS measures of earnings and may not be comparable to similarly titled measures reported by other companies due to differences in the way these measures are calculated.

(6) For the reader's convenience, U.S. dollar translations of Indian rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

(7) With the adoption of IND-AS 116 from April 1, 2019 by the Group, finance lease obligations are now presented as part of 'Lease Liabilities' in the balance sheet. As finance lease obligations are not disclosed as 'Borrowings' in the balance sheet, they are also not included as part of Net debt as at March 31, 2020, March 31, 2021, June 30, 2020 and June 30, 2021. Also, the lease expenses relating to operating lease contracts which was being disclosed as part of 'Other expenses' till March 31, 2019 are now disclosed as depreciation and amortization expense and finance costs in the profit and loss account on transition to IND-AS 116 from April 1, 2019. Further interest bearing advance received from customer against long-term supply agreement are presented as 'Other Liabilities' in the balance sheet and hence also not included as part of net debt.

(8) The Ministry of Corporate Affairs (MCA) vide its notification dated March 24, 2021 amended the Schedule III to the Companies Act, 2013 which is effective from April 1, 2021. These amendments result in certain regrouping of amounts in the financial statements. Accordingly, current maturities of long term borrowings and acceptances for capital projects less than one year are now presented as part of 'Current borrowings' in the balance sheet instead of 'Other financial liabilities'. These amounts as at and for the year ended March 31, 2021 have been regrouped in the comparative presented in the Unaudited Condensed Consolidated Interim Financial Statements prepared by the Group as at and for the three months ended June 30, 2021. No such regrouping has been carried out for amounts as at and for the year ended March 31, 2020.

Non-GAAP Financial Measures

The following table reconciles the Group's profit after tax for the years ended March 31, 2020 and 2021 and for the three months ended June 30, 2020 and 2021 to the Group's definition of EBITDA, Net debt to equity ratio, return on average net worth, return on average capital employed and other Non-GAAP financial measures for the periods indicated:

	Year ended March 31,		Three months ended June 30,		
	2020	**2021**	**2020**	**2021**	**2021**
	(Rs. in millions except percentages)		**(Rs. in millions except percentages)**		**(U.S.$ in millions except percentages)[1]**
Profit/(loss) for the year/period (A)	39,193	78,729	(5,822)	58,995	794
Adjustments					
Other income	5,460	5,917	1,324	1,979	27
Finance costs	(42,645)	(39,574)	(10,164)	(9,932)	(134)
Exceptional Items	(8,053)	(827)	—	—	—
Tax (expenses)/credit					
Current tax	(9,432)	(24,671)	327	(15,917)	(214)
Deferred tax	18,494	(16,752)	282	(11,275)	(152)
Share of Profit/(loss) from joint ventures (net)	(900)	14	(527)	3,232	43
Total adjustments (B)	**(37,076)**	**(75,893)**	**(8,758)**	**(31,913)**	**(429)**
EBIT (C) = (A) – (B)	**76,269**	**154,622**	**2,936**	**90,908**	**1,223**
Adjustments (D)					
Depreciation and amortization expense	(42,459)	(46,788)	(10,474)	(11,827)	(159)
EBITDA(2) (E) = (C) – (D)	**118,728**	**201,410**	**13,410**	**102,735**	**1,382**
Total revenue from operations (F)	733,264	798,392	117,815	289,019	3,888
Profit/(loss) before tax (G)	30,131	120,152	(6,431)	86,187	1,159
EBITDA/Total revenue from operations (per cent.) (H) = (E/F)	**16.2**	**25.2**	**11.4**	**35.5**	**35.5**
Profit/(loss) before tax/Total revenue from operations (per cent.) (G/F)	**4.1**	**15.0**	**(5.5)**	**29.8**	**29.8**

Notes:

(1) For the reader's convenience, U.S. dollar translations of Indian rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

(2) EBITDA: profit/(loss) for the year/period +(–) share of profit/loss from joint ventures (net) +(–) taxes/(credit) + exceptional items + depreciation and amortization expense + finance costs – other income.

	Year ended/as at March 31,		Three months ended/as at June 30,	
	2020	**2021**	**2021**	**2021**
	(Rs. in millions except otherwise, where applicable)		**(Rs. in millions except otherwise, where applicable)**	**(U.S.$ in millions except otherwise, where applicable)[1]**
Non-current borrowings	446,726	497,311	464,109	6,243
Current borrowings[7]	83,248	146,515	164,664	2,215
Current maturities of long-term borrowings[7]	63,759	—	—	—
Total borrowings	**593,733**	**643,826**	**628,773**	**8,457**
Less: Cash and cash equivalents	(39,656)	(119,433)	(64,434)	(867)
Less: Bank balance other than cash and cash equivalents	(80,365)	(8,699)	(21,522)	(289)
Less: Current investment	(18)	(75)	(70)	(1)
Net Debt[2][5]	**473,694**	**515,619**	**542,747**	**7,300**

	Year ended/as at March 31,		Three months ended/as at June 30,	
	2020	2021	2021	2021
	(Rs. in millions except otherwise, where applicable)		(Rs. in millions except otherwise, where applicable)	(U.S.$ in millions except otherwise, where applicable)[1]
Equity attributable to Owners of the Company	365,990	467,636	534,332	7,187
Non-controlling interests	(5,753)	(6,191)	(6,892)	(93)
Net worth[2][5]	**360,237**	**461,445**	**527,440**	**7,094**
Net debt to equity ratio (times)[2][5]	**1.31**	**1.12**	**1.03**	**1.03**
Net worth as at beginning of the year/ period	343,448[7]	360,237	461,445	6,207
Net worth as at closing of the year/period	360,237	461,445	527,440	7,094
Average Net worth[3][5]	**351,843**	**410,841**	**494,443**	**6,651**
Return on average net worth (Profit/(loss) for the year/period/average net worth (per cent.))[3][5]	**11.1**	**19.2**	**11.9**	**11.9**
Net worth	360,237	461,445	527,440	7,094
Non-current borrowings	446,726	497,311	464,109	6,243
Current borrowings[7]	83,248	146,515	164,664	2,215
Current maturities of long-term borrowings[7]	63,759	—	—	—
Deferred tax liabilities (net)	16,774	35,091	46,932	631
Capital employed[4][5]	**970,744**	**1,140,362**	**1,203,145**	**16,183**
Capital employed as at beginning of the year/ period	855,180[7]	970,744	1,140,362	15,339
Capital employed as at closing of the year/ period	970,744	1,140,362	1,203,145	16,183
Average capital employed[4][5]	**912,962**	**1,055,553**	**1,171,754**	**15,761**
Return on average capital employed (EBIT/ Average Capital employed) (per cent.)[4][5]	**8.4**	**14.6**	**7.8**	**7.8**

Notes:

(1) For the reader's convenience, U.S. dollar translations of Indian rupee amounts as at June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30,2021.

(2) Net debt to equity ratio: net debt/net worth (Net debt: Non-current Borrowings + current borrowings + current maturities of long-term borrowings + current maturities of finance lease obligations, if any, – cash and cash equivalents – bank balances other than cash and cash equivalents – current investments) (Net worth: Equity attributable to Owners of the Company – Non-controlling interests).

(3) Return on average net worth: Profit/(loss) for the year/period/average net worth (Net worth: Equity attributable to Owners of the Company + Non-controlling interests) (Average net worth: (net worth as at the beginning of the year/period + net worth as at the closing of the year/period)/2).

(4) Return on average capital employed: EBIT/average capital employed (Capital employed: net worth + Non-current borrowings + Current borrowings + current maturities of long-term borrowings + current maturities of finance lease obligations, if any, + deferred tax liabilities (net) + deferred tax assets (net)) (EBIT: EBITDA + depreciation and amortization expenses) (Average capital employed: (capital employed as at the beginning of the year/period + capital employed as at the closing of the year/period)/2).

(5) As used in this Offering Memorandum, a non-GAAP financial measure is one that purports to measure historical financial performance, financial position or cash flows, but excludes or includes amounts that would not be so adjusted in the most comparable IFRS/IND-AS measures. From time to time, reference is made in this Offering Memorandum to such "non-GAAP financial measures", including EBITDA, or (unless otherwise specified) profit/(loss) before other income and finance costs, tax expenses/credit, depreciation, amortization and exceptional items and share of profit/loss from joint-ventures (net), and net debt, or (unless otherwise specified) non-current borrowings plus current borrowings plus current maturities of long-term borrowings plus current maturities of finance lease obligations, if any, minus cash and cash equivalents, bank balances others

than cash and cash equivalents, and current investments. EBIT, EBITDA, EBITDA/Total revenue from operations, profit/(loss) before tax/Total revenue from operations, Net debt, Net worth, Net debt to equity ratio, Average net worth, Return on average net worth, Capital employed, Return on average capital employed and other non-GAAP financial measures are a supplemental measure of our performance and liquidity that is not required by, or presented in accordance with, IND-AS, Indian GAAP, IFRS or US GAAP. However, the Group's management believes that they provide investors with additional information about the Group's performance, as well as ability to incur and service debt and make capital expenditures, and are measures commonly used by investors. The non-GAAP financial measures described herein are not a substitute for IFRS/IND-AS measures of earnings and may not be comparable to similarly titled measures reported by other companies due to differences in the way these measures are calculated.

(6) With the adoption of IND-AS 116 from April 1, 2019 by the Group, finance lease obligations are now presented as part of 'Lease Liabilities' in the balance sheet. As finance lease obligations are not disclosed as 'Borrowings' in the balance sheet, they are also not included as part of Net debt as at March 31, 2020, March 31, 2021, June 30, 2020 and June 30, 2021. Also, the lease expenses relating to operating lease contracts which was being disclosed as part of 'Other expenses' till March 31, 2019 are now disclosed as depreciation and amortization expense and finance costs in the profit and loss account on transition to IND-AS 116 from April 1, 2019. Further interest-bearing advance received from customer against long-term supply agreement are presented as 'Other Liabilities' in the balance sheet and hence also not included as part of net debt.

(7) The Ministry of Corporate Affairs (MCA) vide its notification dated March 24, 2021 amended the Schedule III to the Companies Act, 2013 which is effective from April 1, 2021. These amendments result in certain regrouping of amounts in the financial statements. Accordingly, current maturities of long term borrowings and acceptances for capital projects less than one year are now presented as part of 'Current borrowings' in the balance sheet instead of 'Other financial liabilities'. These amounts as at and for the year ended March 31, 2021 have been regrouped in the comparative presented in the Unaudited Condensed Consolidated Interim Financial Statements prepared by the Group as at and for the three months ended June 30, 2021. No such regrouping has been carried out for amounts as at and for the year ended March 31, 2019 and March 31, 2020.

(8) Net worth as at the beginning of the year and Capital employed as at the beginning of the year for the year ended March 31, 2020 is presented below (noting the footnotes contained throughout the below table refer to the notes above):

	As at March 31, 2019
	(Rs. in millions)
Equity attributable to Owners of the Company	347,948
Non-controlling interests	(4,500)
Net worth(2)(5)	**343,448**
Non-current borrowings	296,559
Current borrowings	63,325
Current maturities of long-term borrowings	111,474
Current maturities of finance lease obligations(6)(7)	2,604
Deferred tax liabilities (net)	38,936
Deferred tax assets (net)	(1,166)
Capital employed(4)(5)	**855,180**

THE OFFERING

The following is a brief summary of the terms of this offering and is qualified in its entirety by the remainder of this Offering Memorandum. This summary is derived from, and should be read in conjunction with, the full text of the "Terms and Conditions of the Series 1 Notes", "Terms and Conditions of the Series 2 Notes" and other information included in this Offering Memorandum.

Company	JSW Steel Limited
Notes Offered	U.S.$500,000,000 3.95 per cent. Notes due 2027 (the "**Series 1 Notes**") and U.S.$500,000,000 5.05 per cent. Notes due 2032 (the "**Series 2 Notes**", and together with the Series 1 Notes, the "**Notes**")
Sole Sustainability Advisor	Credit Suisse (Hong Kong) Limited
Joint Lead Managers	Credit Suisse (Hong Kong) Limited Deutsche Bank AG, Singapore Branch Standard Chartered Bank Axis Bank Limited, Singapore Branch BNP Paribas Mizuho Securities Asia Limited MUFG Securities Asia Limited State Bank of India, London Branch
Issue Price	Series 1 Notes: 99.999 per cent. Series 2 Notes: 99.998 per cent.
Maturity Date	The Series 1 Notes will mature on April 5, 2027 and the Series 2 Notes will mature on April 5, 2032.
Interest	The Series 1 Notes will bear interest from, and including September 23, 2021 at the rate of 3.95 per cent. per annum, to but excluding April 5, 2027 payable semi-annually in arrear on April 5 and October 5 of each year. The first payment of interest will be made on April 5, 2022 in respect of the period from (and including) September 23, 2021 to (but excluding) April 5, 2022. The Series 2 Notes will bear interest from, and including September 23, 2021 at the rate of 5.05 per cent. per annum, to but excluding April 5, 2032, payable semi-annually in arrear on April 5 and October 5 of each year. The first payment of interest will be made on April 5, 2022 in respect of the period from (and including) September 23, 2021 to (but excluding) April 5, 2022. Upon the occurrence of a Trigger Event, the interest rate on the Series 2 Notes will increase by 0.375 per cent. per annum with effect from the most recent Interest Payment Date preceding the Trigger Event until the redemption of the Series 2 Notes, provided that such increase in the interest rate pursuant to the Conditions may occur no more than once. If, following an increase in the interest rate after a Trigger Event, the Company achieves the Sustainability Performance Target after the Target Observation Date, there will be no decrease to the interest rate of the Series 2 Notes and the interest rate of the Series 2 Notes will remain unchanged.

Trustee	DB Trustees (Hong Kong) Limited
Principal Paying Agent, Registrar, and Transfer Agent	Deutsche Bank Trust Company Americas
Status of the Notes	The Notes constitute (subject to Condition 4.2 (*Negative Pledge*)) direct, general, unsecured and unsubordinated obligations of the Company and will rank at all times *pari passu* without any preference among themselves and at least equally with all other present and future outstanding unsecured and unsubordinated obligations of the Company but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.
RBI Approval	The Notes shall be issued in accordance with the terms of the approval issued by the RBI in the form of a letter dated August 24, 2021 from the RBI to the Company's AD Bank permitting the Company to raise ECBs in an amount of up to U.S.$1,520,000,000.
Form and Denomination of the Notes	The Notes will be issued in fully registered form and in the denomination of U.S.$200,000 each and integral multiples of U.S.$1,000 in excess thereof. Notes which are offered and sold outside the United States in reliance on Regulation S will be represented by interests in a global certificate (the "**Unrestricted Global Certificate**"), deposited with, and registered in the name of a nominee for DTC on or about the Closing Date. Notes which are offered and sold in the United States in reliance on Rule 144A will be represented by interests in a global certificate (the "**Restricted Global Certificate**" and, together with the Unrestricted Global Certificate, the "**Global Certificates**"), deposited with a custodian for, and registered in the name of, Cede & Co., as nominee for DTC on or about the Closing Date. Beneficial interests in the Global Certificates will be shown on, and transfers thereof will be effected only through, records maintained by DTC, and its respective direct and indirect participants. Beneficial interests in the Global Certificates may not be exchanged for Notes in definitive form except in the limited circumstances described in the Global Certificates — see "*The Global Certificates*". See also generally, "*Plan of Distribution*".

Redemption for Tax Reasons . . . .

The Notes may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their principal amount, (together with interest accrued to the date fixed for redemption), if: (a) the Company has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of any Relevant Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the official application or interpretation of such laws or regulations; and (b) such obligation cannot be avoided by the Company taking reasonable measures available to it, *provided* that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional amounts were a payment in respect of the Notes then due. See "*Terms and Conditions of the Series 1 Notes — Redemption and Purchase — Redemption for taxation reasons*" and "*Terms and Conditions of the Series 2 Notes — Redemption and Purchase — Redemption for taxation reasons*".

The Company may be required to obtain the prior approval of the Reserve Bank of India or its designated authorized dealer banks, as the case may be, in accordance with the ECB Regulations before effecting a redemption of the Notes for taxation reasons prior to the Maturity Date and such approval may not be forthcoming. The notice of redemption to Noteholders shall state that, in the Company's sole discretion, the redemption date may be delayed until such time as such approval is received, or such redemption may not occur, and such notice may be rescinded if the relevant approval has not been received by the redemption date, or by the redemption date so delayed.

Redemption for a Change of Control Triggering Event . . . .

If a Change of Control Triggering Event (as defined below) occurs with respect to the Company, each Noteholder shall have the right at such Noteholder's option, to require the Company to redeem all of such Noteholder's Notes in whole but not in part at 101.0 per cent. of their principal amount plus accrued and unpaid interest, if any, to and including the date of purchase, in accordance with the Conditions. See "*Terms and Conditions of the Series 1 Notes — Redemption for a Change of Control Triggering Event*" and "*Terms and Conditions of the Series 2 Notes — Redemption for a Change of Control Triggering Event*".

The Company may be required to obtain the prior approval of the Reserve Bank of India or its designated authorized dealer banks, as the case may be, in accordance with the ECB Regulations before effecting a redemption of the Notes for taxation reasons prior to the Maturity Date and such approval may not be forthcoming. The notice of redemption to Noteholders shall state that, in the Company's sole discretion, the redemption date may be delayed until such time as such approval is received, or such redemption may not occur, and such notice may be rescinded if the relevant approval has not been received by the redemption date, or by the redemption date so delayed.

Optional Redemption	At any time and from time to time on or after October 5, 2026, the Company may at its option redeem the Series 1 Notes, in whole or in part, at a redemption price equal to 100 per cent. of the principal amount of the Series 1 Notes, plus accrued and unpaid interest, if any, to (but not including) the applicable redemption date. At any time and from time to time on or after October 5, 2031, the Company may at its option redeem the Series 2 Notes, in whole or in part, at a redemption price equal to 100 per cent. of the principal amount of the Series 2 Notes, plus accrued and unpaid interest, if any, to (but not including) the applicable redemption date. The Company shall give not less than 30 days' nor more than 60 days' notice of any redemption to the holders, the Principal Paying Agent and the Trustee. The Company may be required to obtain the prior approval of the Reserve Bank of India or its designated authorized dealer banks, as the case may be, in accordance with the ECB Regulations before effecting a redemption of the Notes prior to the Maturity Date and such approval may not be forthcoming. The notice of redemption to Noteholders shall state that, in the Company's sole discretion, the redemption date may be delayed until such time as such approval is received, or such redemption may not occur, and such notice may be rescinded if the relevant approval has not been received by the redemption date, or by the redemption date so delayed.
Events of Default	For a description of events that would permit acceleration of repayment of principal and interest of the Notes see "*Terms and Conditions of the Series 1 Notes — Events of Default*" and "*Terms and Conditions of the Series 2 Notes — Events of Default*".
Covenants	The Company has agreed in the Trust Deed constituting the Notes and the Conditions related thereto to observe certain covenants, including, among other things, limitation on indebtedness, negative pledge, limitation on asset sales, consolidation and merger and reporting covenants. For details see "*Terms and Conditions of the Series 1 Notes — Covenants*" and "*Terms and Conditions of the Series 2 Notes — Covenants*".
Suspension of Covenants	If, on any date following the date of the Trust Deed, the Series 1 Notes or, as the case may be, the Series 2 Notes are rated Investment Grade from both of the Rating Agencies and no Default or Event of Default has occurred and is continuing (a "**Suspension Event**"), then, beginning on that day and continuing until such time, if any, (i) at which the Series 1 Notes or, as the case may be, the Series 2 Notes cease to be rated Investment Grade from either of the Rating Agencies or (ii) an Event of Default occurs and is continuing, Condition 4.1 (*Limitation on Indebtedness*) and Condition 4.3 (*Limitation on Asset Sales*) will not apply to the Series 1 Notes or the Series 2 Notes, as applicable.

Such Conditions will be reinstituted and apply according to their terms as at and from the first day on which a Suspension Event ceases to be in effect. Such Conditions will not, however, be of any effect with regard to actions of the Company properly taken in compliance with the provisions of the Trust Deed during the continuance of the Suspension Event, and no Default will be deemed to have occurred as a result of a failure to comply with such covenants during such period. See "*Terms and Conditions of the Series 1 Notes — Covenants — Suspension of Covenants*" and "*Terms and Conditions of the Series 2 Notes — Covenants — Suspension of Covenants*".

Meetings of Noteholders . . . . The Terms and Conditions of the Series 1 Notes and the Terms and Conditions of the Series 2 Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Withholding Tax and Additional Amounts . . . . . The Company will pay such additional amounts as may be necessary in order that the net payment received by each Noteholder in respect of the Notes, after withholding for any taxes imposed by tax authorities in an Relevant Jurisdiction upon payments made by or on behalf of the Company in respect of the Notes, will equal the amount which would have been received in the absence of any such withholding taxes, subject to the customary exceptions, as described in "*Terms and Conditions of the Series 1 Notes — Taxation*" and "*Terms and Conditions of the Series 2 Notes — Taxation*".

Transfer Restrictions . . . . The Notes have not been registered under the Securities Act, or the securities laws of any other jurisdiction, and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold in the United States only to qualified institutional buyers (as defined in Rule 144A) in accordance with Rule 144A and outside the United States in offshore transactions in accordance with Regulation S. There are other restrictions on the offer, sale and/or transfer of the Notes in, among other jurisdictions, the European Economic Area, the United Kingdom, Singapore, the Republic of Italy, India, Hong Kong, Japan, Switzerland and the PRC. For a description of the selling restrictions on offers, sales and deliveries of the Notes, see "*Plan of Distribution*" and "*Transfer Restrictions*".

Book-Entry Only . . . . The Notes will be issued in book-entry form through the facilities of DTC for the accounts of its participants, including Euroclear and Clearstream.

Delivery of the Notes . . . . The Company expects to make delivery of the Notes, against payment in same-day funds, on or about September 23, 2021, which the Company expects will be the fifth business day following the date of this Offering Memorandum, referred to as "T+5". You should note that initial trading of the Notes may be affected by the T+5 settlement.

Governing Law	The Notes and any non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance, with English law.	
Risk Factors	For a discussion of certain factors that should be considered in evaluating an investment in the Notes, see "*Risk Factors*".	
Listing	Approval in-principle has been received from the SGX-ST for listing of and quotation for the Notes on the Official List of the SGX-ST. The Notes will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.	
Use of Proceeds	The Company intends to use the gross proceeds of (i) the Series 1 Notes exclusively for capital expenditure; and (ii) the Series 2 Notes for prepayment/repayment of debt and/or any of the other purposes permitted by the ECB Regulations.	
U.S. Federal Income Tax Considerations to U.S. Holders	For a discussion of certain U.S. federal income tax considerations to U.S. holders of an investment in the Notes, see "*Taxation — United States Taxation*". You should consult your own tax advisor to determine the U.S. federal, state, local and other tax consequences of an investment in the Notes.	
Legal Entity Identifier . . .	335800EK6HZSC4CAJ09	
	Series 1 Notes	**Series 2 Notes**
CUSIP	Regulation S Notes: Y44680RV3	Regulation S Notes: Y44680RW1
	Rule 144A Notes: 46635UAC3	Rule 144A Notes: 46635UAD1
ISIN.	Regulation S Notes: USY44680RV38	Regulation S Notes: USY44680RW11
	Rule 144A Notes: US46635UAC36	Rule 144A Notes: US46635UAD19
Common Code	Regulation S Notes: 238642892	Regulation S Notes: 238642914
	Rule 144A Notes: 238642884	Rule 144A Notes: 238642906

RISK FACTORS

Prospective investors should carefully consider the risks and uncertainties described below and the information contained elsewhere in this Offering Memorandum before making an investment in the Notes. In making an investment decision, each investor must rely on its own examination of us, our business and the terms of the offering of the Notes. The risks described below are not the only ones faced by us or investments in India in general that may adversely affect our ability to make payment on the Notes. Our business, prospects, financial condition, cash flows and results of operations could be materially and adversely affected by any of these risks. Additional risks not currently known to us or that we currently deem immaterial may also impair our business, prospects, financial condition, cash flows and results of operations, the trading price of the Notes could decline and you may lose all or part of your investment.

The financial and other related implications of the risk factors, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where the financial impact is not quantifiable and, therefore, cannot be disclosed in such risk factors.

This Offering Memorandum also contains forward-looking statements that involve risks, assumptions, estimates and uncertainties. Our actual results could differ materially from those anticipated in such forward-looking statements as a result of certain factors including the considerations described below and elsewhere in this Offering Memorandum. For details, please see "*Forward-Looking Statements*".

The results for any interim period are not necessarily indicative of the results that may be expected for the full year and therefore are not strictly comparable with our annual results. Our historical results are not necessarily indicative of the results expected for any future period.

Risks Relating to Us

The steel industry is cyclical in nature and our performance, including operating margin, is affected by a variety of factors, including demand and supply of steel products and domestic and global economic conditions.

The steel industry, like most capital intensive commodity industries, is cyclical in nature. Global steel prices have fluctuated significantly in recent years depending on a number of factors, such as the availability and cost of raw materials, fluctuations in both international and domestic steel demand, production capacity addition, imports/exports, transportation costs, trade measures and various social and political factors in the economies in which the steel producers sell their products. Steel prices are also sensitive to the trends of particular industries, such as the automotive, construction, infrastructure, packaging, consumer durables, appliance, machinery, equipment and transportation industries, which are among the biggest consumers of steel products. Moreover, the industries in which a large proportion of our customers operate, such as the automotive, construction and oil and gas industries, are also cyclical in nature, and this too can result in adverse fluctuations in the demand for, and prices of, our steel products.

Our operating margins are substantially affected by variations in the realized sales prices of our products, which, in turn, are influenced by a variety of factors, including fluctuations in demand and supply of steel products domestically and internationally, general economic conditions, movements in the international prices of steel products, capacity expansion by major producers, purchases made by traditional bulk steel end users or their customers and slowdowns in basic manufacturing industries. Further, demand for the raw materials necessary for the production of steel products, such as iron ore and coal, is generally correlated with the demand for steel products. The availability and price of such key raw materials also affect our operating margins.

We sell the majority of our products to the domestic market. Our revenue from operations within India amounted to Rs.590,304 million and Rs.186,361 million (U.S.$2,507 million) for the year ended March 31, 2021 and the three months ended June 30, 2021, respectively. We may be affected by significant downturns and disruptions in the Indian as well as the global market for a sustained period, which may be reflected in steep and sustained reductions in the price of steel in India. Sustained periods of lower growth or lower public spending on infrastructure in Europe or in the United States, or further reductions in growth of emerging economies which are substantial consumers of steel (such as China and India, as well as emerging Asian markets, the Middle East and the Commonwealth of Independent States regions) would have a material adverse effect on the steel industry. There can be no assurance that the future global events will not have an adverse effect on the Indian economy and our business, financial condition and results of operations.

The ongoing global COVID-19 pandemic and the disruption caused by various countermeasures to reduce its spread may have unprecedented adverse consequences of uncertain magnitude and duration on our business, industry, the jurisdictions we operate in and the global economy.

The world is presently suffering from the impact of a novel strain of coronavirus ("**COVID-19**") that was first reported in December 2019. The virus spread throughout the world including countries in which we operate or conduct business, primarily India, Italy and the United States. The World Health Organization declared COVID-19 a public health emergency of international concern on January 30, 2020 and subsequently as a pandemic on March 11, 2020. The COVID-19 pandemic continues to have adverse repercussions across regional and global economies and financial markets which necessarily adversely affects India, the jurisdictions in which we operate and in turn, our business. The governments of many countries, including certain of the jurisdictions in which we operate, reacted by instituting lockdowns, business shutdowns, quarantines and restrictions on travel. Businesses also implemented countermeasures to reduce the risk of transmission.

The COVID-19 pandemic has affected, and could in future affect our industry and business in a number of ways, such as:

- decline in prices of our products (including steel and coal) and causing significant disruptions in our supply-chains;

- reducing the sales volume of steel due to a decline in demand;

- limiting our ability to generate cash flow, and as a result, affecting our financial condition;

- causing us to delay, postpone, scale-down, shut down or cancel certain business activities and our production across facilities. For example, following the announcement of the first phase of the nationwide lockdown on March 24, 2020, we scaled down/suspended production across key facilities with a view to ensure safety of our workforce across all areas of operations till late April 2020. Consequently, the production volumes of the Company had declined to 66% in the three-month period ending June 30, 2020 as compared to 89% in FY2020. The lockdown restrictions also severely constrained project activity due to non-availability of required manpower and materials due to restrictions on movement;

- adversely impacting our ability to enter into new strategic transactions or to finalize strategic transactions on previously agreed terms and timetables;

- requiring us to make operational changes and implement measures to ensure the health and safety of our employees and counterparties, which may involve increased costs or operational inefficiencies; and

- our employees being unable to work effectively during the COVID-19 outbreak as a result of facility closures, ineffective remote working arrangements and limitations in movements and technology. We may face labor shortages if our employees are unable or unwilling to come to work. For example, due to the nationwide lockdown, several of the workers employed by our contractors had returned home to various parts of the country. In addition, if any of our employees are identified to have, or potentially have, contracted COVID-19, this could adversely affect or disrupt production levels and operations at the relevant plants.

We continue to monitor the development of the COVID-19 pandemic closely, especially since there have been instances of re-emergence and mutations of the virus across the globe post relaxation of lock downs. India faced a second wave which peaked in April/May 2021 with partial lockdowns being reinstituted. While the start of the vaccination campaigns globally has somewhat mitigated the potential risk on our businesses, the ultimate impact of the pandemic will depend on a range of factors which we may not able to accurately predict, including the duration, severity, potential recurrence, scope, nature and severity of measures adopted by governments and the pace of vaccination programs.

As a result of these uncertainties, the global financial markets could witness significant volatility which may adversely affect the Indian economy, our Group, its business, financial condition, results of operations, prospects, liquidity, capital position, credit ratings. Investors must exercise caution before making any investment decisions. To the extent the COVID-19 pandemic, adversely affects our business, we may also have the effect of exacerbating many of the other risks described in this "*Risk Factors*" section, such as the cyclical nature of the steel industry and volatility in prices of raw materials in response to global market conditions and demand, the need to generate sufficient cash flows to service our indebtedness and our ability to comply with covenants contained in the agreements that govern our indebtedness.

The steel industry is characterized by heavy reliance on and volatility in the prices of raw materials, including mismatches between trends in prices for raw materials as well as limitations on or disruptions in the supply of raw materials, which could adversely affect our profitability.

The primary raw materials that we use in the production of steel are iron ore and coal. In addition, our operations require substantial amounts of other raw materials and utilities, including various types of limestone, alloys, refractories, oxygen, fuel and gas. The cost of materials consumed accounted for the single largest component of our cost base and amounted to 40.9% and 37.5% of consolidated total revenue from operations for the year ended March 31, 2021, and the three months ended June 30, 2021, respectively. The price and availability of raw materials may be adversely affected by a number of factors that are beyond our control, including interruptions in production by suppliers, demand for raw materials, supplier allocation to other purchasers, price and currency fluctuations and transport costs, among others. In the event that we are unable to procure raw materials in sufficient quantities, at acceptable prices, in a timely manner, or at all, our operations may be disrupted, resulting in a reduction of production volumes or complete cessation of production. Any such disruption may adversely impact our business, financial condition and results of operations.

In the past, iron ore mining activities in the state of Karnataka which houses our major facilities were suspended due to certain environmental violations by miners. Any such suspensions could affect the quantity and quality of iron ore available to us. While our technological competence to convert low grade iron ore to higher grade and our captive iron ore mines in the states of Karnataka and Odisha have helped us in meeting our raw material requirements in the past, there can be no assurance that any future suspensions would not have a material adverse effect on our business, financial condition and results of operations.

We may be at a comparative disadvantage to more integrated competitors who have secure or more diversified sources of key raw materials. Any shortage or termination in supply of raw materials may lead to partial or full closure of our facilities, thereby adversely impacting our production schedules and output. Further, any disruption in our suppliers' operations may result in unavailability of raw materials to us and a disruption to our operations.

In recent years, many steel companies have focused on acquiring raw materials sources around the world in an effort to limit their exposure to the volatility and instability of the markets for raw materials. To the extent such companies use these raw materials in their own steel production, these acquisitions will further limit the supply of these raw materials available for purchase in the global markets. Any prolonged interruption in the supply of raw materials, or failure to obtain adequate supplies of raw materials at reasonable prices or at all, or increases in costs which we cannot pass on to our customers, could have a material adverse effect on our business, financial condition, results of operations or prospects.

We are also susceptible to sustained upward movements in the cost of key raw materials and any significant increase in the prices of raw materials would increase our manufacturing costs and adversely affect our business, financial condition and results of operations. For example, the price of iron ore (SGX TSI Iron Ore CFR China (62% Fe Fines) Index Futures Active Contract) fluctuated between U.S.$66/tonne and U.S.$209/tonne during the fifteen months ended June 30, 2021 while the price of hard coking coal (Australian Coking Coal Futures) fluctuated between U.S.$124/tonne and U.S.$174/tonne (*Source*: Bloomberg).

Minimum production requirements in the mining leases of the Company in Karnataka and Odisha.

We have been granted mining leases for iron ore in the states of Karnataka and Odisha. The Concession Rules 2016 and the terms of the leases stipulate a minimum production requirement. In case the annual production is less than the minimum production requirement, we will be required to make payment based on the minimum production quantities as per the lease agreement. This may result in increased costs of operations.

Overcapacity and oversupply in the global steel industry may adversely affect our profitability.

Our competitiveness and long-term profitability are, to a significant degree, dependent upon our ability to optimize capacity utilization and maintain low-cost and efficient production relative to competitors. Due to the high fixed costs related to steel production, steel producers generally attempt to maintain high capacity utilization rates in order to maintain their profitability. During periods of declining demand, this may result in a significant oversupply of steel and a corresponding decline in steel prices. During periods of economic weakness, overcapacity increases due to weaker demand for steel. Global steelmaking capacity currently exceeds global consumption of steel products. This excess capacity often results in manufacturers exporting significant amounts of steel and steel products at prices that are at or below their costs of production. In addition, oversupply may result in decreased steel prices as well as a lower utilization rate. A lower utilization rate would also affect our fixed costs, which cannot be fully reduced in line with production volumes, leading to a higher per unit cost. A decrease in our utilization rate could have a material adverse effect on our business, financial condition and results of operations.

If industry-wide steel inventory levels are high, customers may draw from inventory rather than purchase new products, which would adversely affect our revenue and profitability.

Above-normal industry inventory levels of our customers can affect demand for our products and thereby adversely impact our revenue. High industrywide inventory levels of steel reduce the demand for production of steel because customers can draw from inventory rather than purchase new products. This reduction in demand could result in a corresponding reduction in prices and sales, both of which could contribute to a decrease in profitability. Industry-wide inventory levels of steel products can fluctuate significantly from period to period.

We may not be able to successfully implement, sustain or manage our organic growth strategy.

Our organic growth strategy includes brownfield expansion projects, capacity enhancement through the establishment of new greenfield projects in future, such as in the state of West Bengal, Jharkhand and Odisha, increasing focus on forward and backward integration, diversifying our product profile, prudent management of our financial position and investing in technology to improve cost efficiency and reduce wastage. However, there can be no assurance that we will be able to implement, sustain or manage this strategy successfully or that we will be able to expand further successfully. Further, there can be no assurance that the strategy will have the desired outcome.

If we grow our business too rapidly or fail to make proper assessments of credit risks associated with acquisitions or our investments in other companies, we may become significantly exposed to debt incurred for the purpose of the acquisitions or investments, which would have a negative impact on our financial condition.

While we have been investing in capacity expansion, a slowdown in demand, primarily due to weakness of the global economy, may result in overcapacity in the global and domestic steel industry. If we are unable to achieve optimal capacity utilization with our new or expanded or existing facilities, there could be a material adverse effect on our business, financial condition and results of operations.

We may need additional capital for pursuing other growth or acquisition opportunities.

We may pursue opportunities for further growth which we have identified. The acquisition of new assets may be dependent upon our ability to obtain suitable financing. There can be no assurance that such funding will be available, and if such funding is made available, that it will be offered on economic terms. Even if we succeed in raising the required resources, such an effort may materially alter our risk profile and in turn have an adverse effect on our business, financial condition and results of operations.

We may reorganize or divest our stake in one or more of our subsidiaries or joint ventures from time to time.

The Group has grown organically and inorganically over the years, including through acquisitions in India and abroad. These acquisitions were made with strategic objectives such as acquisition of operational steel capacities, plant location, access to markets, technology, competitive valuations, potential for growth etc. While many of these acquisitions have turned around and contributed to the increase in the scale of the operations and profitability of the Group, there can be no assurances that all the acquisitions will become profitable.

Further, we may undertake a review of our investments in subsidiaries and joint ventures in order to optimize our structure and align with our objectives. Such an exercise could also involve a restructuring by way of mergers or amalgamations or a sale of one or more of our investments. We cannot assure you that the benefits anticipated from these decisions will materialize or that the risk and costs incurred in connection with these operations can be fully recovered in the event divestments are made at a loss. For further information please see "*Our Business — Restructuring*".

Our expansion plans require significant expenditure and, if we are unable to obtain the necessary funds for expansion, our business may be adversely affected.

We have already invested and proposed to continue to make significant investments towards improving and increasing our existing capacity at certain of our facilities. For further details of our expansion plans, see "*Our Business — Facilities*". We will need significant additional capital to finance our expansion plans. To the extent that our capital expenditure requirements exceed our available resources, we will be required to seek additional debt or equity financing. Additional debt financing could increase our interest costs and require us to comply with additional restrictive covenants in our financing agreements.

Our ability to finance our capital expenditure plans is subject to a number of risks, contingencies and other factors, some of which are beyond our control, including tariff regulations, borrowing or lending restrictions, if any, imposed by the RBI or other regulatory or government organizations and general economic and capital markets conditions. Furthermore, adverse developments in the Indian and international credit markets may significantly increase our debt service costs and our overall costs of funds. Even though a substantial portion of the required debt is already committed for the expansion projects, there can be no assurance that we will be able to raise additional financing on acceptable terms in a timely manner or at all. Our failure to renew existing funding or to obtain additional financing on acceptable terms in a timely manner could materially and adversely impact our planned capital expenditure, business and profitability.

In the event of adverse market conditions, or if actual expenditure exceeds planned expenditure, our external financing activities and internal sources of liquidity may not be sufficient to support current and future expansion plans, and we may be forced to, or may choose to, delay or terminate the expansion of the capacity of certain of our facilities, the construction of new facilities or the acquisition of new businesses. Our ability to arrange external financing and the cost of such financing, as well as our ability to raise additional funds through the issuance of equity, equity-related or debt instruments in the future, is dependent on numerous factors. These factors include general economic and capital market conditions, interest rates, credit availability from banks or other lenders, investor confidence in us, our success, provisions of tax and securities laws that may be applicable to our efforts to raise capital, the political and economic conditions in the geographic locations in which we operate, the amount of capital that other entities may seek to raise in the capital markets, the liquidity of the capital markets and our business, financial condition and results of operations.

Further, any of the debt we raise may be required to be rated by credit rating agencies on an ongoing basis. Any fall in ratings for existing debt may impact our ability to raise additional financing or may increase the cost of servicing debt due to renegotiation of lending terms by our lenders. Further, we may not be able to receive adequate debt funding on commercially reasonable terms in India and may be required to seek funding internationally, which may result in exposure to higher interest rates and may have a material adverse impact on our business, financial condition and results of operations.

There can also be no assurance that the actual costs incurred, the production capacity added or time taken for implementation of our expansion plans will not vary from the estimated parameters. In the event of any significant cost overruns, we may need to incur additional indebtedness or may need to raise capital through other sources, which may have a material adverse impact on our business, financial condition and results of operations.

We are subject to central, state, local and other laws and regulations that could increase the cost and alter the manner or feasibility of carrying on our business.

Our operations are regulated extensively at the central, state and local levels in India as well as in other countries where we operate. Environmental and other laws and regulations have increased our costs to plan, design, install and operate our facilities. Under such laws and regulations, we could also be liable for personal injuries, property damage and other damages. Failure to comply with these laws and regulations may result in the suspension or termination of our operations and subject us to administrative, civil and criminal penalties. Moreover, public interest in environmental protection has increased in recent years, and environmental organizations have opposed, with some success, certain mining projects. There is also increasing effort globally, to limit climate change, including in India, and to move towards a stricter carbon emission regulation regime, the impact of which may be adverse to our business and operations.

Part of the regulatory environment in which we operate includes, in some cases, legal requirements for obtaining environmental assessments, environmental impact studies and/or plans of development before commencing production activities. Any expiration or delay in receipt of approvals could prevent us from carrying out certain aspects of our operations, which may be adverse to our business and results of operations. In addition, our activities are subject to regulations regarding conservation practices and protection of correlative rights. These regulations may affect our operations. The construction and operation of our facilities have previously faced opposition from local communities where these projects are located and from special interest groups due to the perceived negative impact they may have on the natural and cultural heritage. Any actions taken by them in response to such concerns could compromise our profitability or, in extreme cases, the viability of an operation or the development of new activities in the relevant region. There are certain cases filed against us alleging violation of environmental laws. Even if no orders are passed against us, we may have to bear the expense of various litigations and if any order is passed against us, this could have an impact on continuation of our business operations and reputation. We may have to pay the penalty and related charges, and our financial condition and results of operations could be adversely affected.

We have incurred significant indebtedness and may incur further debt. Our substantial indebtedness and the conditions and restrictions imposed by our lenders and the terms of any future debt obligations may restrict our ability to conduct our business and operations.

As at June 30, 2021, we had total borrowings (non-current borrowings plus current borrowings of Rs.628,773 million (U.S.$8,457 million). We may incur additional indebtedness in the future. Any unfavorable change in the above may adversely impact our ability to raise further resources.

Our substantial indebtedness could have several important consequences. For example, it could:

- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flows to fund working capital, capital expenditures, acquisitions, joint ventures and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- impair our ability to pay dividends in the future; and
- limit our ability to obtain financing in the future for working capital, capital expenditures, acquisitions or other purposes on acceptable terms, on a timely basis or at all.

Many of the existing agreements with our lenders contain restrictive covenants that require us to obtain the prior consent of our lenders to take certain actions, including raising additional debt, making investments, declaration of dividends, alteration of capital structure, making changes to constitutional documents and merging, amalgamating or consolidating with any other company, issuing additional securities, issuing guarantees and selling significant assets, among others. In addition, certain of our financing arrangements include covenants to maintain certain debt to EBITDA ratios, debt to equity ratios, debt coverage ratios and certain other liquidity ratios, and there can be no assurance that such financial covenants will not hinder business development and growth. We have, in the past, sought waivers for certain of these covenants from some of our lenders and we may need to do so again in the future, with no assurance that any such waiver will be granted. Any breach of these covenants and in the absence of a waiver of all of such breaches by the concerned lender, such lender may call for immediate repayment of the entire outstanding amount of the loan or such breach may result in a cross default under other indebtedness, which may adversely affect our business, financial condition and results of operations.

As at June 30, 2021, the Group has disclosed certain contingent liabilities as per IND-AS 37 — "Provisions, contingent liabilities and contingent assets" in its Unaudited Condensed Consolidated Interim Financial Statements. These included contingent liabilities on account of guarantees, disputed claims and levies. Refer *"Management's Discussion and Analysis of Financial Condition and Results of Operations"* section for details of contingent liabilities as at June 30, 2021. If these contingent liabilities fully, or substantially, materialize, our business, financial condition and results of operations may be adversely affected.

We face substantial competition, both from Indian and international steel producers, which may affect our prospects.

The Indian steel industry is highly competitive. As an integrated steel manufacturer in India, we compete to varying degrees with other Indian integrated steel manufacturers. The major integrated producers in India produce most of the flat steel products in India including hot rolled coils, cold rolled coils and galvanized steel and account for most of the steel production in India. In addition to these major integrated producers, we also compete with certain non-integrated steel producers, which manufacture value-added steel products as well as long steel products.

In the past, competing domestic steel producers have increased their manufacturing capacity which at times intensified domestic competition with the ramping up of new facilities by these competitors. Some of our domestic competitors may possess an advantage over us due to various reasons, such as captive raw material sources, greater economies of scale, integrated manufacturing facilities, specialization in production of value-added or niche products and greater presence in certain markets. Maintaining or increasing our market share will depend on effective marketing initiatives and our ability to anticipate and respond to various competitive factors affecting the industry, including our ability to improve our manufacturing process and techniques, introduce new products, respond to pricing strategies of our competitors, and adapt to changes in technology and changes in customer preferences. Failure by us to compete effectively could have a material adverse effect on our business, financial condition and results of operations.

We also expect increasing competition from international steel producers due to the increasing consolidation in the steel industry worldwide. A number of our international competitors may have greater financial and other resources and some have announced plans to establish manufacturing operations in India. We may also face competition from new companies that are emerging which may attempt to obtain a share in our existing markets. These factors, among others, have intensified the competition from global steel players and there can be no assurance that we will be able to compete successfully in the future against our existing or potential competitors or that increased competition with respect to our activities may not have an adverse effect on our business, financial condition and results of operations.

Further, in the past, India has witnessed rising imports of steel, especially from countries such as Japan and South Korea with whom India has signed free trade agreements and steel manufacturers from these jurisdictions pose significant competition for us. Steel imports from South Korea, Japan and ASEAN countries have the benefit of concessional duty rates prevailing under bilateral and multilateral trade agreements, which could make our products relatively more expensive.

We have undertaken, and may undertake in the future, strategic acquisitions which may require the incurrence of material indebtedness, may be difficult to integrate, and may end up being unsuccessful. There can be no assurance that such acquisitions will be successful, will result in a positive outcome or, in certain instances, will not result in a material adverse effect on our financial position or results of operations.

We may not be able to successfully complete our planned acquisitions and, even if we succeed at acquiring any businesses, our ability to achieve the benefits we anticipate from future acquisitions will depend in large part upon whether we are able to integrate the acquired businesses into the rest of our operations in an efficient and effective manner. The integration of acquired businesses and the achievement of synergies require, among other things, coordination of business development and procurement efforts, manufacturing improvements and employee retention, hiring and training policies, as well as the alignment of products, sales and marketing operations, compliance and control procedures, research and development activities and information and software systems. Any difficulties encountered in combining operations could result in higher integration costs and lower savings than expected. Integration of certain operations also requires the dedication of significant management resources, and time and costs devoted to the integration process may divert management's attention from day to day business.

In addition, we may make further acquisitions which may require us to incur or assume substantial new debt, expose us to future funding obligations and expose us to integration risks, and we cannot assure prospective investors that such acquisitions will contribute to our profitability. The failure to successfully integrate an acquired business or the inability to realize the anticipated benefits of such acquisitions could materially and adversely affect our business, financial condition and results of operations. See "*Our Business — Strategic acquisitions and Joint Ventures*" and "*Our Business — Recent Developments*" for further details on our recent acquisitions.

Our recent acquisition of Bhushan Power and Steel Limited ("BPSL") subjects us to various risks.

We submitted a resolution plan (the "**BPSL Resolution Plan**") in respect of Bhushan Power and Steel Limited ("**BPSL**"), a company currently undergoing a corporate insolvency resolution process ("**CIRP**") under the provisions of the Bankruptcy Code. The BPSL Committee of Creditors unanimously approved the BPSL Resolution Plan and the BPSL Resolution Professional issued the Letter of Intent to us on February 11, 2019, which was duly accepted by us. The BPSL Resolution Professional subsequently filed its application with the Delhi Bench of NCLT for approval of the BPSL Resolution Plan under section 31 of the Bankruptcy Code. Subsequently, one of the former directors of BPSL had challenged the CIRP in relation to BPSL before the High Court of Punjab and Haryana ("**P&H High Court**"). The P&H High Court had by its order dated April 18, 2019, directed the NCLT to decide the issue regarding objections raised by the former director of BPSL before passing any other order in the matter. However, the Supreme Court has stayed the order of the P&H High Court by its order dated July 3, 2019. The NCLT has, by its order dated September 5, 2019 (the "**September Order**"), approved the BPSL Resolution Plan, however with certain modifications besides not granting certain reliefs sought by us. We had filed an appeal before the NCLAT against the September Order ("**JSW Appeal**"). While the JSW Appeal was pending, the Directorate of Enforcement ("**ED**") issued a provisional attachment order dated October 10, 2019 ("**PAO**") whereby it attached assets at BPSL's Odisha plant. The PAO was thereafter challenged by the Committee of Creditors before the Supreme Court ("**SC**") by way of a special leave petition which stayed the operation of the PAO ("**CoC's SLP**"). The NCLAT ruled in favor of us via its judgment dated February 17, 2020 ("**NCLAT Judgment**"), where it categorically upheld the protection afforded under section 32A of the IBC and dismissed the objections of various operational creditors ED and the former promoters of the BPSL Resolution Plan. Against the NCLAT Judgment, the former promoters of BPSL, certain operational creditors and the ED have filed appeals which are now pending for consideration before SC ("**SC Appeals**"). On March 6, 2020, the SC admitted the SC Appeals, and clubbed the same with CoC's SLP. The matter has since been pending before SC.

Pending the adjudication of the SC Appeals, we implemented the BPSL Resolution Plan on March 26, 2021, on the basis of the statement given by the Committee of Creditors of BPSL recorded in the order of the Hon'ble Supreme Court dated March 6, 2020 in the SC Appeals, subsequent mutual understanding between the erstwhile Committee of Creditors of BPSL and us pending the adjudication of SC Appeals and considering the judgment dated January 19, 2021 passed by the Hon'ble Supreme Court in Manish Kumar v. Union of India (W.P.(C) No. 26 of 2020) which inter alia held that section 32A of the Insolvency and Bankruptcy Code, 2016 is valid and constitutional. The subsequent mutual understanding between us and the erstwhile committee of creditors of BPSL provides an option/right to us to unwind the transaction in case of unfavorable ruling on certain specified matters by the Hon'ble Supreme Court.

Pursuant to the implementation of the BPSL Resolution Plan, which inter-alia included payment to the financial creditors of BPSL and merger of Makler Private Ltd. ("**SPV**") with BPSL, Piombino Steel Ltd. ("**PSL**") holds100% equity shares in BPSL. PSL is presently jointly controlled by us and JSW Shipping and Logistics Pvt. Ltd. ("**JSLPL**"), with JSLPL holding 51% equity in PSL and the balance 49% being held by us.

In addition to the equity subscribed in PSL, the Company has also invested Rs.41,000 million in Optionally Fully Convertible Debentures ("**OFCD**"). Upon an exercise of the option for conversion of the OFCD into equity, the equity stake of the Company can increase up to 83.27% in PSL.

The Company continues to periodically evaluate the exercise of the option for converting the OFCD into equity shares, based on the operating performance and other performance indices of BPSL and the terms and conditions of the respective instruments.

We had issued a corporate guarantee in March 2021 in connection with financial assistance availed by SPV for a sum of Rs.108,000 million to part finance the cost of implementation of the BPSL Resolution Plan. JSLPL has provided a counter corporate guarantee in favor of us to the extent of the 51% of the guaranteed obligations in line with their shareholding in PSL. In the event BPSL is unable to meet the debt servicing obligations, we may be required to extend financial support resulting in additional commitment on our sources of funding.

We may, from time to time, evaluate strategic acquisitions, which may be in various stages and the final outcome of which is inherently uncertain.

As part of our acquisition strategy, we may from time to time evaluate strategic transactions which may be in various stages, including the submission of bids (including binding bids) for a particular target company or asset and the negotiation of contracts and other items with respect thereto. Although we conduct business, financial and legal due diligence in connection with the evaluation of future business or acquisition opportunities, there can be no assurance such due diligence investigations will identify every matter that could have a material adverse effect on us should the acquisition take place. Due to the nature of binding bids in particular, we make a commitment upfront in such circumstances despite certain uncertainties in the event the bid is accepted. These include the possibility that the acquired business or asset does not perform as expected, the possibility that the price paid for the acquisition is more than the value that can be derived from such acquisition and the risk of less cash available for operations and the incurrence of additional indebtedness to finance the acquisition as well as that of the target entity, among others. Any of these factors could materially and adversely affect our business, financial condition and results of operations.

We operate a global business and our financial condition and results of operations are affected by the local conditions impacting countries where it operates.

We operate a global business and have facilities and/or interests in India, the United States, Italy and Mozambique, among others. As a result, our financial condition and results of operations are affected by political and economic conditions impacting countries where it operates.

We face a number of risks associated with our operations, including: challenges caused by distance, local business customs, languages and cultural differences and adverse changes in laws and policies, including those affecting taxes and royalties on energy resources. Other risks may relate to labor, local competition law regimes, environmental compliance and investments, difficulty in obtaining licenses, permits or other regulatory approvals from local authorities; adverse effects from fluctuations in exchange rates; multiple and possibly overlapping and conflicting standards and practices of the regulatory, tax, judicial and administrative bodies of the relevant foreign jurisdiction; political strife, social turmoil or deteriorating economic conditions; military hostilities or acts of terrorism; and natural disasters, including earthquakes in India and flooding and tsunamis in Southeast Asia, and epidemics or outbreaks such as avian flu, swine flu, severe acute respiratory syndrome or the COVID-19 pandemic. In addition, the infrastructure of certain countries where we operate our business, in particular India and Mozambique, is less developed than that of many developed nations and problems with our port, rail and road networks, electricity grid, communication systems or any other public facility could disrupt our normal business activities.

Any failure on our part to recognize and respond to these risks may materially and adversely affect the success of our operations, which in turn could materially and adversely affect our business, financial condition and results of operations.

Failure to secure power at competitive prices could increase the cost of production and any shortage of power supply or water may prevent us from operating our production facilities.

Our continuing production processes require, and the proposed expansions will require, a stable supply of electricity in large quantities. The entire production process may cease if there is insufficient power or a suspension in the power supply. Currently, substantially all of our electricity requirements at Vijayanagar Works are met from our captive power plants, with any remainder being sourced from JSW Energy Limited, an affiliated company. Our electricity requirements at Vasind, Tarapur and Kalmeshwar Works are largely sourced from JSW Energy Limited, with the remainder being sourced from the Maharashtra State Electricity Board. At Salem Works, the power requirements are largely met from captive power plants and the balance from Tamil Nadu Electricity Board. At Dolvi Works, the power requirements are met from our captive power plant and a long-term power purchase agreement with JSW Energy Limited. We also have arrangements in place to source power from JSW Energy Limited, an affiliated company, and the power grid to help supply additional power, if required.

In the event that there is any disruption to the electricity supply due to events beyond our control, such as natural calamities or sabotage, our operations will be adversely affected. We also rely on water supplied from the Tungabhadra Dam, the Almatti Dam, the Mettur Dam and the Amba River to operate the cooling systems at our facilities. If the sources supplying these facilities dry up or if a drought occurs, we may suffer from water supply shortages and the production facilities may be forced to cease operations. Lower monsoon rainfall in parts of South India in 2017 resulted in acute water scarcity in several parts of India and any such recurrence in future may contribute to water supply shortages.

Although there has not been any major shortage of electricity or water supply in the recent past, there can be no assurance that the level of supply required by us can be maintained at a low cost or at all. Any significant increase in utilities cost or any interruption in utility supply will not only increase our cost of production, but will also prevent us from producing and delivering products to customers as scheduled or at all, which may adversely affect our business, financial position and results of operations.

Our steelmaking operations involve hazardous processes that can cause personal injury and loss of life, severe damage to and destruction of property and equipment and environmental damage, as a result of which we could suffer material liabilities, loss of revenues and increased expenses.

Our steelmaking operations are subject to various risks associated with the inherently hazardous production of steel. Hazards associated with our steelmaking operations include accidents involving moving machinery, on-site transport, forklifts and overhead cranes; explosions, and resulting fires, in blast furnaces, coke ovens, steam generators and annealing ovens; fires in control rooms, electrical switch rooms, cable tunnels and vaults, transformers and lubricating oil rooms; fires caused by contact of molten metal in blast furnaces, open hearth furnaces; spills and spattering of molten materials; extreme temperatures, vibration and noise; and exposure to, through inhalation or contact with, hazardous chemicals including acids, ammonia, asbestos, carbon monoxide and various dusts such as coal dust and silica. These hazards may cause severe damage to and destruction of property and equipment, environmental damage and personal injury or even fatalities among our personnel, which may result in temporary or lengthy interruptions of operations, damage to our business reputation and corporate image and the imposition of civil and criminal liabilities.

Our employees, members of the public or government authorities may bring claims against us arising out of these hazardous production processes. If it is determined by the appropriate authorities that provisions and measures for safety within our premises are inadequate, the licenses granted to us for operations at such premises may be revoked, thereby adversely affecting our business, financial condition and results of operations. Such events may also adversely affect public perception of our business and the perception of our suppliers, customers and employees, leading to an adverse effect on our business, financial condition and results of operations.

We may not be able to complete land acquisition and related formalities for our planned or any future expansion plans in a timely and cost efficient manner. Further, if we become involved in any land related disputes in the future, for any reason, the resolution of such disputes may take considerable time and expense.

Uncertainty of, or imperfection in, title to land may impede the processes of any future acquisition, verification and transfer of title to land by us. As registration of land title in India is not centralized and has not been fully computerized as yet, title to land may be defective as a result of a failure on the part of a present holder or on the part of a prior transferee to obtain necessary consents or to duly complete stamping and registration requirements. We may also be exposed to risks associated with the acquisition and ownership of land based on inaccurate, incomplete, dated or illegible information in local land records. However, any disputes in respect of land title that we may become party to in the future may take several years and considerable expense to resolve if they become the subject of court proceedings and may thereby adversely affect our business, financial condition and results of operations.

Further, the Government has enacted the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (the "**2013 Land Acquisition Act**"), which replaced the Land Acquisition Act, 1894. Some of the significant provisions of the 2013 Land Acquisition Act include a requirement of obtaining the consent of up to 80% of affected families, including those whose land is acquired, for projects by the private companies and consent of 70% of the affected families in the case of public private partnership projects. It also provides for compensation, which is calculated basis the market value of the land and which may be significantly higher than then existing practice in rural and urban areas. The 2013 Land Acquisition Act may make it difficult for us to obtain land for our expansion and new projects, in a timely manner or at an estimated cost, which may adversely affect our business, financial condition and results of operations.

Certain portion of the land where our plant at Vijayanagar is situated was allotted by the Government of Karnataka by way of lease cum sale agreement executed with the Government of Karnataka. We cannot assure you that the permanent transfer of title, in respect of such portion of the land, in our favor, as required under the lease cum sale agreement, will be completed in a timely manner.

We set up the Vijayanagar plant in 1994 pursuant to obtaining the necessary approvals from the Government of Karnataka. We executed a lease cum sale agreement with the Government of Karnataka, in 2006 ("**2006 Agreement**") for a parcel of land of 2,000.58 acres ("**2006 Parcel**"), which forms part of the land on which the Vijayanagar plant is situated. Subsequently, with a view to expanding the facilities, we executed another lease cum sale agreement in 2007 ("**2007 Agreement**") for a parcel of land of 1,700 acres. The 2006 Agreement stipulated that, subject to us complying with the terms of the agreement, the Government of Karnataka would be obliged to execute a sale deed in our favor on the commissioning of the industrial unit set up on the 2006 Parcel. Similarly, the 2007 Agreement stipulated that, subject to us complying with terms of the agreement, the Government of Karnataka would be obliged to execute a sale deed in favor of the Company. We have complied with all terms of both agreements and has made attempts to initiate the process of the transfer of the title. However, the title of such land parcels has not been transferred to us as of the date of this Offering Memorandum. We cannot assure you that such transfer will take place in a timely manner or at all. Such uncertainty of, or imperfection in, title to land may impede the processes of any verification and transfer of title to land by us. We may be exposed to unexpected risks with respect to the land parcels. Further, a petition (PIL) is pending before the High Court of Karnataka in respect of such land title, which is presently pending and may involve considerable expense to resolve. Any adverse finding by the Court may thereby adversely affect our progress in business, financial condition and results of operations.

Our business is dependent on our manufacturing facilities and the loss, or shutdown, of operations at any of our manufacturing facilities or strikes, work stoppages or increased wage demands by our employees may have an adverse effect on our business, financial condition and results of operations.

Our facilities are subject to operating risks, such as the breakdown or failure of equipment, power supply or processes, performance below expected levels of output or efficiency, obsolescence, production outages, labor disputes, natural disasters, industrial accidents and the need to comply with new directives of the relevant government authorities. We are required to carry out planned shutdowns of our various plants for routine maintenance, statutory inspections and testing. We also need to shut down our various plants, from time to time, for capacity expansions and equipment upgrades. Any disruptions in the operations of our manufacturing facilities may have a material adverse impact on our business, financial condition and results of operations.

While we take precautions to minimize the risk of any significant operational problems at our manufacturing facilities, there can be no assurance that our business, financial condition and results of operations will not be adversely affected by disruptions caused by operational problems at our manufacturing facilities.

We employ both full-time employees and contract laborers at various locations. The number of employees may increase as our proposed expansion plans are implemented. Currently, employees at most of our locations are not represented by labor unions. While we consider our current labor relations to be good, there can be no assurance that we will not experience future disruptions in our operations due to disputes or other problems with our employees, which may adversely affect our business and results of operations.

Our ability to meet future business challenges depends on our ability to attract and recruit talented, skilled and professionally qualified personnel, which may be affected by strong competition and increasing wage demands to recruit and retain such personnel. The loss of key personnel or any inability to manage the attrition levels in different employee categories may materially and adversely impact our business, our ability to grow and our control over various business functions.

We rely on contractors for the implementation of various aspects of our regular as well as expansion activities, and are therefore exposed to execution risks, including in relation to the timing or quality of their services, equipment or supplies.

We rely on the availability of skilled and experienced contractors for certain portions of our regular semi-skilled and unskilled workforce at our steel processing facilities. The execution risks we face include the following:

- contractors hired by us may not be able to complete construction and installation on time, and within budgeted costs or to the agreed specifications and standards;

- as we expand, we may have to use contractors with whom we are not familiar, which may increase the risk of cost overruns or lower or no return on capital, construction defects and failures to meet scheduled completion dates; and

- our regular labor contractors may engage contract laborers and although we do not engage such laborers directly, we may be held responsible under applicable Indian laws for wage payments to such laborers should our contractors default on wage payments.

Further, pursuant to the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, in the event that the contractor fails to make such payment or provide the prescribed amenities, we may be required to pay wages to or provide certain amenities to such contract laborers, as prescribed under the statute. Any requirement to fund such payments and any such order from a court or any other regulatory authority may adversely affect our business and results of operations.

Furthermore, as a result of increased industrial development in India in recent years, the demand for contractors and agencies with specialist design, engineering and project management skills and services has increased, resulting in a shortage of and increasing costs of services of such contractors and agencies. We cannot be certain that such skilled and experienced contractors and agencies will continue to be available to us at reasonable rates in the future. Any deterioration in our relationships with our identified contractors and customers or our failure to negotiate acceptable terms may result in us incurring substantial additional costs, beyond our budgeted expenditure, in identifying and entering into alternative arrangements with other contractors.

Further, third party contractor defaults that disrupt or otherwise affect our operations and that are not adequately resolved or cured in a timely manner may render us liable to regulatory intervention, cause damage to our reputation, and adversely affect our business, financial condition and results of operations.

If we do not continue to invest in new technologies and equipment, our technologies and equipment may become obsolete and its cost of processing may increase relative to our competitors, which may have an adverse impact on our business, results of operations and financial condition.

Our profitability and competitiveness depend in large part on our ability to maintain a low cost of operations, including our ability to process and supply sufficient quantities of our products as per the agreed specifications. While we believe that we has a strong focus on research and development and have achieved significant technological advancements, if we are unable to respond or adapt to changing trends and standards in technologies and equipment, or otherwise adapt our technologies and equipment to changes in market conditions or requirements, in a timely manner and at a reasonable cost, we may not be able to compete effectively and our business, financial condition and results of operations may be adversely affected.

We face risks relating to our joint ventures.

We have also entered into, and may from time to time in the future enter into, joint venture agreements, including for raw material projects. We may have limited control of these projects and therefore may be unable to require that our joint ventures sell assets, return invested capital, make additional capital contributions or take any other action. If there is a disagreement between us and our partners in a joint venture regarding the business and operations of the project, there can be no assurance that we will be able to resolve such disagreement in a manner that will be in our best interests. Certain major decisions, such as selling an equity interest in the joint project, may require the consent of all other partners. These limitations may adversely affect our ability to obtain the economic and other benefits we seek from participating in these projects. In addition, our joint venture partners may have economic or business interests or goals that are inconsistent with our own; take actions contrary to our instructions, requests, policies or objectives; be unable or unwilling to fulfill their obligations; withdraw technology licenses provided to us; have financial difficulties; or have disputes as to their rights, responsibilities and obligations. Our joint venture partners may also enter into business partnerships with our competitors after the expiry of applicable non-compete periods, if any. Any of these and other factors may have a material adverse effect on our joint venture projects, which may in turn materially and adversely affect our business, financial condition and results of operations.

Some of our overseas operations have operated at low capacity utilization levels, such as those in the U.S. and Italy, and have been making losses and there can be no assurance that these operations will provide desirable returns in the near future.

We have made significant investments in the plate and pipe mill, steel mill and coal mining assets in the U.S. The operations continue to be subdued due to low capacity utilization and contraction of spreads in the U.S. market. For the three months ended June 30, 2021, 78,648 net tons of plates, 5,685 net tons of pipes and 150,539 net tons of slabs were produced from the U.S. units with capacity utilization of 31.0 per cent., 4.0 per cent. and 41.0 per cent., respectively. Similarly, our other operations in Italy have been operating at low levels of capacity utilization due to weak economic conditions. Further, there is an on-going antitrust claim based on an alleged conspiracy in violation of U.S. Sherman Act Section 1 against three of the largest American steelmakers stifling competition by not selling specified steel slabs to our U.S. pipe and plate-making operations which contributed to a lower capacity utilization in the U.S.

The Group made an impairment provision of Rs.827 million for the year ended March 31, 2021 in respect of the U.S. coal business based on expected cashflows. Similarly, an impairment provision of Rs.7,250 million was made for the year ended March 31, 2020 towards the Chile assets based on the overall assessment of recoverable value considering the uncertainty in restarting the iron ore mining operations in Chile on account of the COVID-19 outbreak.

There can be no assurance that our U.S. operations will reach full production or that they will become profitable in the near future. The inability of certain of our overseas operations to return to profitability may adversely affect our business, financial condition and results of operations.

We are currently developing mining operations in various parts of India, the U.S. and Mozambique and there can be no assurance that these operations will result in meaningful reserves or the expected quality of the mined materials.

We are presently undertaking and plan to undertake mining activities in various parts of India and other countries. Please see "*Our Business — Mining operations*". Our estimates of iron ore and coal resources are subject to probabilistic assumptions based on interpretations of geological data obtained from sampling techniques and projected rates of production in the future. Actual reserves and production levels may differ significantly from reserve estimates. Furthermore, it may take many years from the initial phase of exploration before production is possible during which time the economic feasibility of exploiting such reserves may change. There can be no assurance that commercial levels of raw materials will be discovered or that the mines will produce raw materials at the estimated amounts or at all.

Mining operations are subject to substantial risks, including those related to operational hazards and environmental issues.

Our mining operations are subject to hazards and risks normally associated with the exploration, development and production of natural resources including industrial accidents, such as explosions, fires, transportation interruptions and inclement weather. The occurrence of any of these events, or similar events, some or all of which may not be covered by insurance, could delay production, increase production costs and result in death or injury to persons, or damage to property and liability for us, as well as substantially harm our reputation.

These operations are also subject to hazards and risks relating to negative environmental consequences such as those resulting from tailings and sludge disposal, effluent management and disposal of mineralized waste water and rehabilitation of land disturbed during mining processes. In addition, environmental awareness throughout the world, including in India and other emerging markets, has grown significantly in recent years, and opposition to mining operations has also increased due to the perceived negative impact they have on the environment. Public protests over our mining operations could cause operations to slow down, damage our reputation and goodwill with the governments or public in the countries and communities in which we operate, or cause damage to our facilities.

We face foreign exchange risks, which may adversely affect our cash flows and results of operations.

There has been considerable volatility in foreign exchange rates in recent years, including rates between the Rupee, the U.S. dollar, the Euro, the Japanese Yen and other major foreign currencies. To the extent that we incur costs in one currency and generates sales in another, our profit margins may be affected by changes in the exchange rates between the two currencies.

During the years ended March 31, 2020 and March 31, 2021, the Company's earnings in foreign currency (F.O.B. value of exports, interest income) amounted to Rs.96,765 million and Rs.143,274 million, respectively, and C.I.F. value of imports (capital goods, raw materials (including power and fuel), stores and spare parts) and the Company's expenditure in foreign currency (interest and finance charges, ocean freight, technical know-how, commission on sales, legal and professional fees, others) amounted to Rs.226,800 million and Rs.170,147 million, respectively.

We are exposed to the risks arising from timing and quantum mismatches of inflows and outflows in foreign currency. While we enter into derivative financial instruments to manage our exposure to interest rates and foreign exchange risks, changes in exchange rates may still have a material adverse effect on our results of operations and financial condition and there can be no assurance that the use of derivative financial instruments would fully protect us from foreign exchange risks. Further, hedging contracts may, at times, restrict us from realizing the full potential of a favorable movement in the currency markets on receivables as well as payables.

Additionally, risk hedging contracts are regulated by the RBI and any change in its policies with respect to such hedging contracts may impact our ability to adequately hedge our foreign currency exposure. Changes in exchange rates could materially and adversely affect our cash flow, business, financial condition and results of operations.

We have in the past entered into related party transactions and may continue to do so in the future.

We have entered into certain transactions with our related parties, including the promoters, directors, subsidiaries, group companies, joint ventures and associates. Transactions with related parties will continue to be significant considering our reliance on related parties for procurement of essential resources which include raw materials, power and fuel etc. Although regulations in India require disclosure of related party transactions in a listed company's financial statements, such regulations only require board of directors' approval and shareholders' approval in certain circumstances and do not require an independent assessment of connected or related party transactions. As a result, there is no requirement for independent third-party verification with respect to the terms of such transactions. All of our related party transactions require approval from the Audit Committee, which comprises only of Independent Non-Executive Directors. At our annual general meeting held on July 25, 2019, we received shareholder approval for entering into related party transactions with JSW International Tradecorp Pte. Ltd. for an aggregate value of up to U.S.$9,265 million for a period of 36 months starting from April 1, 2019 for procuring iron ore, coking coal, coal and other raw materials.

Recently, our board of directors have approved the following strategic investments:

(a) JSW Paints Private Limited ("**JSW Paints**"): JSW Paints, a related party, is engaged in the business of manufacture of industrial and decorative paints. We proposed to make an investment of Rs.7.50 billion in tranches over the next three to four years. The first tranche will entail an investment of Rs.3.00 billion for a 6.88% stake on a fully diluted basis. The investment is strategic in nature and will provide a steady source of paint supply for our color coated business. Further, the retailers of JSW Paints can enhance our retail footprint.

(b) Special purpose vehicles (SPVs) of JSW Energy Limited: JSW Energy Limited, a related party, is incorporating SPVs to set up 958 MW of renewable power projects across three states. In line with its vision to increase the share of renewable power in our overall power requirements, our board has approved entry into a power purchase agreement for procurement of wind and solar power with these SPVs. A captive power plant enjoys incentives in the form of waiver of cross subsidy surcharge. In order to qualify as a captive unit, the procurer needs to hold 26% equity in the power supplier. Accordingly, we will invest Rs.4,450 million (equivalent to 26%) in the SPVs to be set up by JSW Energy Limited in various states in which our plants are located.

While we believe that all such transactions have been conducted on an arm's length basis and contain commercially reasonable terms, there can be no assurance that we could not have achieved more favorable terms had such transactions not been entered into with related parties. Furthermore, it is likely that we will enter into related party transactions in the future. For further details, see "*Related Party Transactions*".

Product liability claims could adversely affect our operations.

We sell our products to major manufacturers who sell a wide range of end products. Furthermore, our products are also sold to, and used in, certain safety-critical applications. If the quality of our steel does not meet the specifications of the order or the requirements of the application, there may be significant disruptions to the customer's production lines. There could be, as a result of such quality failure, significant consequential damages resulting from the use of such products. We have a limited amount of product liability insurance coverage, and a major claim for damages related to products sold could leave us uninsured against a portion or the entire award and, as a result, materially harm our business, financial condition and results of operations.

Environmental matters, including compliance with laws and regulations and remediation of contamination, could result in substantially increased capital requirements and operating costs.

Our businesses are subject to numerous laws, regulations and contractual commitments relating to the environment in the countries in which we operate, and our operations generate large amounts of pollutants and waste, some of which are hazardous. These laws, regulations and contractual commitments concern air emissions, wastewater discharges, solid and hazardous waste material handling and disposal, and the investigation and remediation of contamination or other environmental restoration. The risk of costs and liabilities related to compliance with these laws and regulations is an inherent part of our business. Facilities currently or formerly owned or operated by us, or where wastes have been disposed or materials extracted, are all subject to risk of environmental cost and liabilities, which includes the costs or liabilities relating to the investigation and remediation of past or present contamination or other environmental restoration. In addition, future conditions and contamination may develop, arise or be discovered that create substantial environmental compliance, remediation or restoration liabilities and costs despite our efforts to comply with environmental laws and regulations, violations of such laws or regulations can result in civil and/or criminal penalties being imposed, the suspension of permits, requirements to curtail or suspend operations, lawsuits by third parties and negative reputational effects. We had in the past incurred remedial cost in respect of alleged environmental pollution and contamination from our plants. There can be no assurance that costs and liabilities will not be incurred in the future.

An increase in the requirements of environmental laws and regulations, increasingly strict enforcement thereof by governmental authorities, or claims for damages to property or injury to persons resulting from the environmental impacts of our operations or past contamination, could prevent or restrict some of our operations, require the expenditure of significant funds to bring us into compliance, involve the imposition of clean-up requirements and reporting obligations, and give rise to civil and/or criminal liability.

There can be no assurance that any such legislation, regulation, enforcement or private claim will not have a material adverse effect on our business, financial condition or results of operations. In the event that production at one of our facilities is partially or wholly disrupted due to this type of sanction, our business could suffer significantly, and our financial condition and results of operations could be materially and adversely affected.

The Government, through the Ministry of Environment, Forest and Climate Change has recently introduced a draft Environment Impact Assessment Notification, 2020 ("**Draft Notification**") for public comments. The Draft Notification, amongst others, includes obligations on industries engaged in certain activities to obtain a prior environmental clearance from the statutory authority before commencing any construction work, installation, establishment, excavation among others. The final notification may include a higher threshold of obligations for prior environmental clearances.

In addition, our current and future operations may be located in areas where communities may regard our activities as having a detrimental effect on their natural environment and conditions of life. Any actions taken by such communities in response to such concerns could compromise our profitability or, in extreme cases, the viability of an operation or the development of new activities in the relevant region or country. Further, there are certain cases filed against our alleging violation of environmental laws and causing pollution to the environment. Even though no orders may have been passed against us, we may have to bear the expense of various litigations and if any order is passed against us, it could have an impact on our reputation. We may have to pay the penalty and related charges, and our financial condition and results of operations could be materially and adversely affected.

Laws and regulations restricting emissions of greenhouse gases could result in incurrence of increased capital and operating costs and could have a material adverse effect on our results of operations and financial condition.

Compliance with new and more stringent environmental obligations relating to greenhouse gas emissions ("**GHG**") may require additional capital expenditures or modifications in operating practices, as well as additional reporting obligations. The integrated steel process involves carbon and generates carbon dioxide ("$\mathbf{CO_2}$"), a major GHG, in the reduction process that distinguishes primary steel production from mini-mills and many other industries where GHG emission is primarily linked to energy use.

In particular, the increase in global awareness of the risk of climate change and the urgent need to address it may result in the implementation of measures for drastic reductions of CO_2 emissions. While we take this message seriously and investigate possibilities to contribute towards this objective through research programs and exploring our technical possibilities to reduce emissions, such measures, whether in the form of a national or international cap-and-trade emissions permit system, a carbon tax, emissions controls, reporting requirements, or other regulatory initiatives, could have a negative effect on our production levels, income and cash flows. Such regulations could also have a negative effect on our suppliers and customers, which could result in higher costs and lower sales. Moreover, the EU Commission's decision to further reduce the allocation of CO_2 emission rights to industries and introduction of Carbon Border Adjustment Mechanism ("**CBAM**") could negatively impact the global steel industry, as the deep decarbonization technologies in iron and steel making is yet to be techno-commercially feasible at scale and the amount of such rights is currently at the edge of covering technically achievable operating conditions.

We face numerous protective trade restrictions, including anti-dumping laws, countervailing duties and tariffs, which could adversely affect our financial condition and results of operations.

Protectionist measures, including anti-dumping laws, countervailing duties and tariffs and government subsidization adopted or currently contemplated by governments in some of our export markets could adversely affect our sales. Anti-dumping duty proceedings or any resulting penalties or any other form of import restrictions may limit our access to export markets for our products, and in the future additional markets could be closed to us as a result of similar proceedings, thereby adversely impacting our sales or limiting our opportunities for growth.

Tariffs are often driven by local political pressure in a particular country. For example, in 2018, the United States announced its decision to levy import tariffs on steel and aluminum. Such protective trade restrictions that are imposed on us or any of our companies could result in the decline of its exports. There can be no assurance that other quotas or tariffs will not be imposed on us in the future as the imposition of such trade barriers may in turn affect our exports. Foreign steel manufacturers may, as a result of trade restrictions in other regions or other factors, attempt to increase their sales in India thereby causing increased competition in our largest market. A decrease in exports from India or an increase in steel imports to India as a result of protective trade restrictions could have a negative impact on our business, financial condition and results of operations.

Our business is dependent on our key customers and the loss of any major customer may adversely affect our business and financial condition.

The loss of a number of major customers would have a material adverse effect on our business and financial condition. Demand for our products is sensitive to general economic conditions in India and globally, which are driven by factors beyond our control. There can be no assurance that we will be able to maintain historical levels of business from these major customers or that we will be able to replace these major customers in the event that they cease to purchase products from us. Further some of the key customer segments like automobile and construction are of a cyclical nature. Demand from these customers is significantly affected during down turns. The construction sector in India is largely unorganized and is affected by liquidity constraints (such as bank credit and high levels of inventory).

New materials, products or technologies could reduce the demand for our steel products.

In many applications, steel as a product competes with other materials that may be used as substitutes, such as aluminum (particularly in the automobile industry), cement, composites, glass, plastic and wood. Government initiatives mandating or incentivizing the use of such materials in lieu of steel, whether for environmental or other reasons, as well as the development of other new substitutes for steel products, could significantly reduce market prices and demand for steel products and thereby reduce our business, financial condition and results of operations.

In addition, the steel market is characterized by evolving technology standards that require improved quality and changing customer specifications. The products or manufacturing processes of the customers that use our steel products may change from time to time due to improved technologies or product enhancements. These changes may require us to develop new products and enhancements for our existing products to keep pace with evolving industry standards and changing customer requirements. In addition, some of our machinery may become out dated and, if we are not able to upgrade them or keep up with industry standards, then our operations may suffer. If we cannot keep pace with market changes and produce steel products that meet market preferences, customers' specifications and quality standards in a timely and cost-effective manner, there is a risk that the demand for our products will decrease and thereby have a material adverse effect on our business, financial condition and results of operations.

The steel industry involves high capital costs and is subject to long gestation periods, which exposes our production of steel to substantial price volatility.

The production of steel is capital intensive, with a high proportion of investment in fixed assets such as land, plant and machinery. Further, setting up of new capacities or expansion of existing capacities requires long lead times. Significant capacity additions in the steel industry, if not matched by a corresponding growth in demand, may result in downward pressure on operating margins. Conversely, if demand grows strongly, prices increase rapidly, as additional capacity to meet the higher demand cannot be brought on line as quickly due to long gestation periods. While we have taken steps to reduce operating costs, we may be negatively affected, particularly in the event of excess production capacity in the global steel market and incur operating losses as a result.

We may not have sufficient insurance coverage for all possible economic losses.

Our operations are subject to inherent risks such as fire, strikes, loss-in-transit of our products, cash-in-transit, accidents and natural disasters. In addition, many of these operating and other risks may cause personal injury, damage to or destruction of our properties and may result in suspension of operations and the imposition of civil or criminal penalties.

As part of our risk management, we maintain insurance policies that in our judgment may provide some reasonable insurance cover for mechanical failures, power interruptions, natural calamities or other problems at our facilities. Notwithstanding the insurance coverage that we carry, the occurrence of any event that causes losses in excess of limits specified under the policy, or losses arising from events not covered by insurance policies, could have a material adverse effect on our business, financial condition and results of operations.

While we believe that we maintain adequate insurance coverage amounts for our business and operations, our insurance policies do not cover all risks and are subject to exclusions and deductibles. If any or all of our facilities are damaged in whole or in part, our operations, totally or partially, may be interrupted for a temporary period.

Members of the Jindal family are our principal shareholders and may have conflicting interests.

Mrs. Savitri Devi Jindal and the sons of the late Mr. O.P. Jindal namely, Mr. P.R. Jindal, Mr. Sajjan Jindal, Mr. Ratan Jindal and Mr. Naveen Jindal, and their wives and children (together, the "**Jindal Family**"), through personal ownership, associates, investment companies and holding companies are our principal shareholders (Please refer to *"Share Ownership"* for details). The Jindal Family has significant ability to control our business including matters relating to any sale of all or substantially all of its assets, the timing and distribution of dividends and the election or termination of appointment of our officers and directors. This control could delay, defer or prevent a change in control in our Company, impede a merger, consolidation, takeover or other business combination involving us, or discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of our Company. In addition, for so long as the Jindal Family continues to exercise significant control over us, it may influence our material policies in a manner that may conflict with the interests of other security holders. The Jindal Family has interests that may be conflicting with the interests of other security holders and may take positions with which we or other security holders may not agree.

We are involved in litigation, investigations and other proceedings and cannot assure Noteholders that we will prevail in these actions.

There are several outstanding litigations and other proceedings against us. In the ordinary course of business, there have been various criminal proceedings filed against us, our directors or our employees, which are pending before various authorities, tribunals and courts and are at various stages of adjudication. Legal and regulatory authorities have initiated, and may initiate in the future, investigations and proceedings against us, our senior management or our employees in relation to non-compliance of statutes which are incidental to our business and operations which are pending at different levels of adjudication before various courts, agencies and tribunals in different jurisdictions. There is no assurance that similar legal and regulatory investigations and proceedings will not be initiated against us in the future. No assurance can be given that these legal and regulatory proceedings will be decided in favor of us, our senior management or our employees.

Should any of these proceedings be decided adversely against us, our senior management or our employees or any new developments, such as a change in Indian law or rulings against us by appellate courts or tribunals, arise, we, among other things, may be required to make provisions in our financial statements, become subject to penalties, lose regulatory approvals or licenses, and such member of senior management or employee may become subject to imprisonment, any of which could have a material adverse effect on our business, financial condition and results of operations and which could increase our expenses and liabilities. See "*Our Business — Legal Proceedings*".

Our success depends in large part upon our senior management and key personnel and our ability to attract and retain them.

We are highly dependent on our senior management and other key personnel. Their extensive experience in the steel industry and in-depth knowledge of various aspects of our business operations are critical to our continued success and our future performance will depend upon the continued services of these persons. Competition for senior management in the steel industry is intense, and we may not be able to retain our senior management personnel or attract and retain new senior management personnel in future. The loss of any of these key personnel may adversely affect our business and results of operations.

Any future reduction in import duties or trade remedial measures on steel products in India may lead to increased competition from foreign companies, reduce our market share and reduce margins on our steel products.

Import duty is payable on import of steel products which comprises of basic customs duty plus the surcharge as may be applicable. Additionally, integrated goods and service tax is also payable on such imports. The basic customs duty payable on the import of prime hot rolled, cold rolled, galvanized and color coated steel products as well as long products is currently 7.5% (plus applicable surcharge) depending on the description, category and classifications of the steel product being imported. Certain types of steel imported from specified countries also attract antidumping duties in the form of reference price or fixed duty. The customs duty is nil for imports from countries with whom India has free trade agreements, such as Japan, South Korea and ASEAN. The import duty, various trade actions on certain steel products and, in some countries, higher labor costs, have allowed domestic manufacturers to enjoy a price advantage over imported steel products in the domestic Indian market. However, any policy change by the Government, resulting in a reduction in import duties or trade remedial measures may assert downward pressure on our margins and prices. Reductions in import duties and unfair imports from countries that benefit from bilateral or multilateral trade agreements with India may have an adverse effect on our business, financial condition and results of operations.

The trade disputes arising from tariffs and other protectionist measures announced by the United States on imports continue to pose risk to global growth outlook. Uncertainty around the resolution of the ongoing trade disputes may also test the strength of domestic demand in these countries. Such measures from the United States were followed by similar trade actions from other countries. India being the third largest steel consumer with the highest growth rate among major consumers would be a key target for exports that were made earlier to these markets. This may affect our ability to compete effectively with international exporters in the Indian market.

Risks Relating to India

A prolonged slowdown in the economic growth in India or financial instability in other countries could cause our business to suffer.

According to the RBI, GDP at constant (2011-2012) prices declined by 7.3% during fiscal year 2021 as compared to a growth of 4.2% during fiscal year 2020 and 6.8% during fiscal year 2019. Notwithstanding the RBI's policy initiatives, the course of market interest rates continues to be uncertain due to factors such as inflation, fiscal deficit and the Government borrowing program. Any increase in inflation in the future, because of increases in prices of commodities such as crude oil or otherwise, may result in a tightening of monetary policy. The uncertainty regarding liquidity and interest rates and any increase in interest rates or reduction in liquidity could materially and adversely impact our business.

In addition, the Indian market and the Indian economy are influenced by economic and market conditions in other countries, particularly those of emerging market countries in Asia. Investors' reactions to developments in one country may have adverse effects on the economies of other countries, including the Indian economy. Although economic conditions are different in each country, investors' reactions to developments in one country can have adverse effects on the securities of companies in other countries, including India. A loss of investor confidence in the financial systems of other emerging markets may cause increased volatility in the Indian financial markets and, indirectly, in the Indian economy in general. Any worldwide financial instability could also have a negative impact on the Indian economy. Financial disruptions may occur again and could harm our business and our future financial performance.

In Europe, (i) the on-going exit of the United Kingdom from the European Union; (ii) the possible exit of Scotland, Wales or Northern Ireland from the United Kingdom; (iii) the possibility that other European

Union countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union; (iv) the possibility that one or more countries that adopted the Euro as their national currency might decide, in the long term, to adopt an alternative currency; or (v) prolonged periods of uncertainty connected to these eventualities could have significant negative impacts on international markets. These could include greater volatility of foreign exchange and financial markets in general due to the increased uncertainty.

These and other related events have had a significant impact on the global credit and financial markets as a whole, including reduced liquidity, greater volatility, widening of credit spreads and a lack of price transparency in the United States, Europe and global credit and financial markets. In response to such developments, legislators and financial regulators in the United States, Europe and other jurisdictions, including India, have implemented several policy measures designed to add stability to the financial markets. In addition, any announcement by the United States Federal Reserve to increase interest rates may lead to an increase in the borrowing costs in the United States and may impact borrowing globally as well. Further, in several parts of the world, there are signs of increasing retreat from globalization of goods, services and people, as pressures for protectionism are building up and such developments could have the potential to affect exports from India.

The global economy has also been impacted by the COVID-19 pandemic due to high infection rates and strict lockdown measures restricting commercial activity imposed by various countries across the globe.

In the event that the global credit markets worsen or if there is any significant financial disruption, this could have an adverse effect on our ability to borrow, as well as our profitability or growth of our business, which could have a material adverse effect on our business, future financial performance, financial condition and results of operations.

A loss of investor confidence in the financial systems of other emerging markets may cause increased volatility in the Indian financial markets and, indirectly, in the Indian economy in general. Any worldwide financial instability could influence the Indian economy and could have a material adverse effect on our business, financial condition and results of operations.

Changes in the policies of, or changes in, the Government, could adversely affect economic conditions in India, and thereby adversely impact our business, financial condition and results of operations.

India remains our largest market. Revenue from operations within India represents 73.9% and 64.5% of our total revenue from operations for the year ended March 31, 2021 and the three months ended June 30, 2021, respectively. In addition, a significant portion of our facilities are located in India. Consequently, we may be affected by changes to Government policies, changes in the Government itself, or any other political instability in India. For example, the imposition of foreign exchange controls, rising interest rates, increases in taxation or the creation of new regulations could have a detrimental effect on the Indian economy generally and the Group in particular. Further, our businesses and the performance and liquidity of the Notes may be adversely affected by changes in exchange rates and controls, interest rates, government policies, taxation, social and ethnic instability and other political and economic developments affecting India.

While the Government has sought to implement a number of economic reforms in recent years, it has had and continues to exercise a significant influence over many aspects of the Indian economy. The Government and the state governments in the Indian economy play the roles of producers, consumers and regulators. Any significant change in liberalization and deregulation policies could adversely affect business and economic conditions in India generally which may have an adverse effect on our business, financial condition and results of operations.

The rate of economic liberalization could change, and specific laws and policies affecting foreign investment, currency exchange rates and other matters affecting investment in India could change as well. A significant change in India's economic liberalization and deregulation policies, and in particular, those relating to the business in which we operate, could disrupt the business and economic conditions in India generally and our business in particular.

Macroeconomic situations and global conditions might lead to a gradual departure from an accommodative fiscal and monetary policy in the future, which would affect exchange rates and interest rates. Such events could affect India's sovereign ratings and in turn, our business, our future financial performance and the trading price of the Notes.

If terrorist attacks or social unrest in India increases, our business could be adversely affected.

India has from time to time experienced instances of civil unrest, terrorist attacks, war and conflicts. Some of India's neighboring countries have also experienced or are currently experiencing internal unrest. For instance, there has been military activity on India's borders with Pakistan and China in the recent past. These events could lead to political or economic instability in India and may adversely affect the Indian economy, our business, financial condition and results of operations. India has also experienced social unrest, Naxalite violence and communal disturbances in some parts of the country.

If such tensions occur in places where we operate or in other parts of the country, leading to overall political and economic instability, it could adversely affect our business, financial condition and results of operations. Military activity or terrorist attacks in the future could influence the Indian economy by disrupting communications and making travel more difficult, and such tensions could create a greater perception that investments in Indian companies involve higher degrees of risk. Events of this nature in the future, as well as social and civil unrest within other countries in Asia, could influence the Indian economy and our revenue, operating results and cash flows. The impact of these events on the volatility of global financial markets could increase the volatility of the market price of the Notes.

Volatility in India's financial markets could materially and adversely affect our financial condition.

Stock exchanges have, in the past, experienced substantial fluctuations in the prices of listed securities. In the past, uncertainties relating to the Eurozone sovereign debt crisis and a decrease in the rate of economic growth in emerging markets have led to a loss of investor confidence in worldwide financial markets. Indian financial markets have also experienced the contagion effect of the global financial turmoil. The Indian economy and financial markets are significantly influenced by worldwide economic, financial and market conditions. As we have significant operations in India and access to the Indian markets for debt financing, this uncertainty and volatility in the Indian financial markets could have a material adverse effect on our business and financial condition.

Our business may be exposed to rising interest rates.

Any increase in the interest rates across key economies across the globe including the U.S. could result in slowdown in foreign currency inflows into the country. This could in turn affect the value of the domestic currency and interest rates. As we have significant operations in India and access to the Indian markets for debt financing, rising interest rates could adversely impact our ability to secure financing on favorable terms.

We may not be able to pass on increases in costs to our customers.

Inflation rates in India have been stable in recent years. An increase in inflation in India could cause a rise in the price of transportation, wages, raw materials and other expenses, and we may be unable to reduce costs or pass the increased costs on to our customers by increasing prices, and our business, prospects, financial condition and results of operations may therefore be adversely affected.

The extent and reliability of Indian infrastructure could adversely affect our results of operations, financial condition and cash flows.

India's physical infrastructure is less developed than that of many developed nations. Any congestion or disruption in its transportation networks, electricity grid, communication systems or any other public facility could disrupt our normal business activity. Any deterioration of India's physical infrastructure would harm the national economy, disrupt the transportation of goods and supplies and add costs to doing business in India. These problems could interrupt our business operations, which could have an adverse effect on our results of operations, financial condition and cash flows.

Companies operating in India are subject to a variety of central and state government taxes and surcharges.

Tax and other levies imposed by the central and state governments in India that affect our tax liability include central and state taxes and other levies, custom duty, income tax, equalization levy, goods and services tax, stamp duty and other special taxes, surcharges and cess which are introduced on a temporary or permanent basis from time to time. Moreover, the central and state tax scheme in India is extensive and subject to change from time to time. See "*Risk Factors — Risks Relating to India — Changing laws, rules and regulations and legal uncertainties may adversely affect our business and financial performance*". The statutory corporate income tax in India in the case of a domestic company, which includes a surcharge on the tax and a health and education cess on the tax, may range up to 34.94% (inclusive of surcharge and health and education cess) where taxable income is computed under normal provisions of the IT Act. If the tax payable by a company, under the normal provisions of the IT Act was less than the minimum alternate tax rate which ranges up to 17.47% (inclusive of surcharge and health and education cess) (computed on the book profits of the company), then minimum alternate tax is payable. Domestic companies also have an option to pay a reduced statutory corporate income tax of 25.17% (inclusive of surcharge and health and education cess), provided such companies do not claim certain specified deduction or exemptions. Further, where a company has opted to pay the reduced corporate tax rate of 25.17%, the minimum alternate tax provisions are not applicable. This beneficial rate is at the option of the company and cannot be withdrawn subsequently once the company opts for reduced corporate tax rate of 25.17% in any particular financial year. Any further change or any ambiguity regarding the present tax regime may result in an increase in our tax cost, which may adversely impact our businesses.

Further, the Taxation Laws (Amendment) Act 2019 had announced a beneficial corporate tax rate of 17.16% (inclusive of surcharge and health and education cess) with effect from tax year 2019/20 for companies which are newly incorporated on or after October 1, 2019 and engaged into manufacturing activity provided certain specified conditions as mentioned in Section 115BAB are satisfied. The companies exercising this option have been excluded from the applicability of provisions of Minimum Alternate Tax ("**MAT**") and MAT credit. The total income of the company is calculated without claiming specified tax exemptions and incentives/deductions. This beneficial rate is at the option of the company and once the company opts for section 115BAB in any particular financial year, it cannot be withdrawn subsequently.

In addition to the corporate income tax, any dividend distributed by a domestic company is subject to tax in the hands of the investor at the applicable rate. Non-resident investors may be able to claim benefit, if any, under the applicable Tax Treaty, read with the Multilateral Instrument ("**MLI**"), if and to the extent applicable. We are required to withhold tax on such dividends distributed at the rate of 10%, where such distribution is made to a resident investor. Similarly, tax would be required to be withheld at rates in force in case of non-resident investors, which can be the lower of 20% or the rate prescribed under the applicable Tax Treaty. Any future changes to the taxability of dividends may affect the overall tax efficiency of companies operating in India and may result in significant additional taxes becoming payable. Additional tax exposure could adversely affect our business and results of operations.

Further, the provisions of GAAR have come into effect from April 1, 2017. The GAAR provisions can be invoked once an arrangement is regarded as an "impermissible avoidance arrangement", which is any arrangement the main purpose of which is to obtain a tax benefit and which satisfies at least one of the following tests: (i) creates rights, or obligations, which are not ordinarily created between persons dealing at arm's length; (ii) results, directly or indirectly, in misuse, or abuse, of the provisions of the Income Tax Act, 1961; (iii) lacks commercial substance or is deemed to lack commercial substance, in whole or in part; or (iv) is entered into, or carried out, by means, or in a manner, which is not ordinarily employed for bona fide purposes. Once it is established that the main purpose of any part or step of the arrangement is to obtain tax benefit, the onus will be on the taxpayer to establish that obtaining a tax benefit was not the main purpose of the entire arrangement. If GAAR provisions are invoked, then the tax authorities have wide powers, including denial of tax benefit or a benefit under a tax treaty the consequences and effects of which are not determinable at present.

Additionally, the Indian government also amended the IT Act in respect of the manner of determining the 'tax residency' of a company in India with effect from April 1, 2017. Previously, a foreign company could be a tax resident of India only if its control and management was situated wholly in India. Under the amended rules, a company is treated as tax resident of India if (i) it is an Indian company; or (ii) its place of effective management ("**POEM**") is in India. POEM is defined in the IT Act to mean a place where key management and commercial decisions that are necessary for the conduct of the business of an entity as a whole are, in substance, made. The Indian government has also issued the final guidelines for determining the POEM of a company on January 24, 2017.

The Finance Act 2021 has inserted Section 206AB and Section 206 CCA in the IT Act, which provide for deduction/collection of tax at source at a higher rate for certain non-filers ("**specified person**") of income tax return, who satisfy the conditions prescribed under the said sections. Section 206AA and 206CC are already applicable in case of non-furnishing/not holding valid and operative Permanent Account Number ("**PAN**") for the purpose of imposing higher rates. Relaxation from deduction of higher tax rate under section 206AA of the IT Act, is available in case of non-resident not having PAN, furnishes the specified documents/information.

Another vital measure by the government, is the introduction of 'Significant Economic Presence' ("**SEP**") in Section 9 of the IT Act which provides that the SEP of a non-resident in India will constitute its business connection in India i.e. it is an alternative test of 'business connection' under the IT Act. Under the IT Act a non-resident is said to have a SEP in India, if: (a) transactions relating to goods, services, property including provision of download of data or software in India carried out by a non-resident in India exceeds the prescribed amount (currently Rs.20 million); or (b) the non-resident engages in a systematic and continuous soliciting of business activities or engages in interaction with the prescribed number of users (currently 300,000) through digital means. The rules prescribing threshold for the purpose of SEP have been notified by the Indian Government on May 3, 2021, and applicable with effect from April 1, 2022.

In the absence of sufficient direct precedents on the subjects, the application of some of these provisions may look uncertain. However, such effects could materially and adversely affect our business, prospects, cash flows, financial condition and results of operations which is difficult to ascertain at this stage.

If natural disasters occur in India, our business, financial condition and results of operations could be adversely affected.

India has experienced floods, earthquakes, tsunamis, cyclones and droughts in recent years. Such natural catastrophes could disrupt our operations, production capabilities or distribution chains or damage our facilities located in India, including our production facilities and mines or those of our suppliers or customers. While our facilities were not damaged in the past, a significant portion of our facilities and employees are located in India where they are exposed to such natural disasters. Potential effects may include the damage to infrastructure and the loss of business continuity and business information. In the event that our facilities are affected by any of these factors, our operations may be significantly interrupted, which may materially and adversely affect our business, financial condition, results of operations, cash flows and prospects.

Additionally, in the event of a drought, the state governments in which our facilities are located could cut or limit the supply of water to our facilities, thus adversely affecting our production capabilities by reducing the volume of products we can manufacture and consequently reducing our revenues. In the event of any of the foregoing natural disasters, our ability to produce and distribute steel may be adversely affected. There can be no assurance that such events will not occur in the future, or that our business, financial condition and results of operations will not be adversely affected.

Our ability to raise foreign capital may be constrained by Indian law.

Given the Group primarily operates in India, we are subject to exchange controls that regulate borrowing in foreign currencies. Such regulatory restrictions limit our financing sources and hence could constrain our ability to obtain financing on competitive terms and refinance existing indebtedness. In addition, there can be no assurance that the required approvals will be granted on favorable terms or at all. Limitations on raising foreign debt may have an adverse effect on our business, financial condition and results of operations.

Any downgrading of India's debt rating by an international rating agency could have a negative impact on our business.

Ratings agencies may lower their sovereign ratings for India or the outlook on such ratings, which would also impact our ratings. On June 1, 2020, Moody's had downgraded India's sovereign foreign currency and local currency long term issuer ratings to 'Baa3' from 'Baa2' while maintaining the "negative outlook". There is no assurance that India's credit ratings will not be further downgraded in the future. Any adverse revisions to India's sovereign rating or credit ratings for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing, and the interest rates and other commercial terms at which such additional financing is available. This could have a material adverse effect on our business and future financial performance, our ability to obtain financing for capital expenditures, and the trading price of the Notes.

We may be affected by competition law in India and any adverse application or interpretation of the Competition Act could adversely affect our business.

The Competition Act, 2002, as amended (the "**Competition Act**"), regulates practices having an appreciable adverse effect on competition in the relevant market in India. Under the Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an appreciable adverse effect on competition is considered void and results in the imposition of substantial monetary penalties. Further, any agreement among competitors which (i) directly or indirectly determines the purchase or sale prices; (ii) limits or controls production, supply, markets, technical development, investment or provision of services; (iii) shares the market or source of production or provision of services by way of allocation of geographical area of market, or type of goods or services, or number of customers in the market or any other similar way; or (iv) directly or indirectly results in bid rigging or collusive bidding, is presumed to have an appreciable adverse effect on competition. The Competition Act also prohibits abuse of a dominant position by any enterprise. The Competition Commission of India (the "**CCI**"), has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination has an appreciable adverse effect on competition in India. However, we cannot predict the impact of the provisions of the Competition Act on the agreements entered into by the us at this stage. We are not currently party to any outstanding proceedings, however, if we are affected, directly or indirectly, by the application or interpretation of any provision of the Competition Act, or any enforcement proceedings initiated by the CCI, or any adverse publicity that may be generated due to scrutiny or prosecution by the CCI or if any prohibition or substantial penalties are levied under the Competition Act, this would adversely affect our business, financial condition and results of operations.

Increased volatility or inflation of commodity prices in India could adversely affect our business.

In recent months, consumer and wholesale prices in India have stabilized, however, such prices have exhibited inflationary trends in the past and may continue to do so in the future. The Government's Wholesale Price Index stood at approximately 11.16% (provisional) and the Consumer Price Index stood at approximately 5.59% (provisional) for the month of July 2021, respectively. Consumer inflation in India has been high in recent years. Any increase in the volatility or rate of inflation of global commodity prices, in particular oil and steel prices, could adversely affect our customers and contractual counterparties. Although the RBI has implemented various policy measures designed to curb inflation, these policies may not be successful. Increase in inflation in India could cause a rise in the price of transportation, wages, raw materials and other expenses, and we may be unable to reduce the costs or pass the increased costs on to our customers by increasing the price that we charge for our services, and our financial condition, cash flows and results of operations may therefore be adversely affected.

Trade deficits could have a negative effect on our business.

India's trade relationships with other countries can influence Indian economic conditions. In the year ended March 31, 2021, the overall trade deficit was approximately U.S.$102.2 billion compared to approximately U.S.$157 billion in the year ended March 31, 2020. The decrease in trade deficit contributed to the current account balance turning to positive. However, if India's trade deficits increase or become unmanageable, the Indian economy, and therefore our business, financial condition, results of operations could be adversely affected.

A decline in India's foreign exchange reserves may affect liquidity and interest rates in the Indian economy, which could have an adverse impact on the Group. A rapid decrease in reserves would also create a risk of higher interest rates and a consequent slowdown in growth.

India's foreign exchange reserves were approximately U.S.$617 billion as at August 20, 2021. A decline in these reserves could result in reduced liquidity and higher interest rates in the Indian economy. On the other hand, increased foreign capital inflows could add excess liquidity into the system, leading to policy interventions by the RBI and a consequential slowdown in economic growth. Either way, an increase in interest rates in the economy following a decline in foreign exchange reserves could adversely affect our business, financial condition, results of operations and the trading price of the Notes.

Investors may have difficulty enforcing judgments against us or our respective management in the Indian courts.

The enforcement by investors of civil liabilities, including the ability to affect service of process and to enforce judgments obtained in courts outside of India may be affected adversely by the fact that the Company is incorporated under the laws of India. The majority of our directors and executive officers currently reside in India, and a substantial portion of our assets and those of our directors and executive officers are located in India. As a result, it may be difficult to affect service of process upon us or to enforce judgments obtained against us and these persons. The recognition and enforcement of foreign judgments in India is governed by Sections 13 and 44A of the Civil Procedure Code, which provide that a suit must be brought in India within three years from the date of the judgment sought to be enforced. However, Section 44A of the Civil Code is applicable only to monetary decrees not being in the nature of any amounts payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty and shall in no case include an arbitration award, even if such award is enforceable as a decree or judgment. While the United Kingdom and Singapore have been declared by the Government to be reciprocating territories for the purposes of Section 44A of the Civil Code, but the U.S. has not been so declared. A judgment of a court in a jurisdiction, which is not a reciprocating territory, may be enforced only by a fresh suit upon the judgment and not by proceedings in execution. Generally, there are considerable delays in the disposal of suits by Indian courts. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if it viewed the amount of damages awarded as excessive or inconsistent with Indian practice. A party seeking to enforce a foreign judgment in India is required to obtain prior approval from the RBI under the FEMA to repatriate any amount recovered. See "*Enforceability of Civil Liabilities*". Any judgment in a foreign currency would be converted into Indian Rupees on the date of the judgment and not on the date of the payment. We cannot predict whether a suit brought in an Indian court will be disposed of in a timely manner or be subject to considerable delays.

There may be less information available in the Indian securities market than in securities markets in other more developed countries.

There is a lower level of regulation and monitoring of the Indian securities market and the activities of investors, brokers and other participants than in certain Organization for Economic Cooperation and Development ("**OECD**") countries.

There is a difference between the level of regulation, disclosure and monitoring of the Indian securities markets and the activities of investors, brokers and other participants, and that of markets and market participants in the United States and other more developed economies. The SEBI is responsible for ensuring and improving disclosure and other regulatory standards for the Indian securities markets. The SEBI has issued regulations and guidelines on disclosure requirements, insider trading and other matters. There may, however, be less publicly available information about Indian companies than is regularly made available by public companies and OECDs in more developed economies, which could adversely affect the market for the Notes.

As a result, investors may have access to less information about the business, results of operations and financial condition of the Group and our competitors that are listed on stock exchanges in India than companies subject to reporting requirements of other more developed countries.

We may not be successful in acquiring assets under the Insolvency and Bankruptcy Code, 2016 ("Bankruptcy Code").

The Bankruptcy Code is a recent legislation which, among others, consolidates the law relating to reorganization and insolvency resolution of corporate entities. Under the Bankruptcy Code, a confidential information memorandum is provided to prospective applicants who satisfy the eligibility criteria with information about the corporate debtor including the liquidation value, the latest annual financial statements and the assets and liabilities. The applicant is required to submit a resolution plan within the prescribed period providing for, among others, payment of insolvency resolution process costs (including amount of any interim finance provided for the corporate debtor), repayment of the creditors as prescribed in the Bankruptcy Code, the details of management and control of the corporate debtor during the term of the resolution plan and the implementation and supervision of the resolution plan. The resolution plan is required to be approved by 66% of the voting share of the financial creditors and thereafter by the NCLT. The corporate insolvency resolution process under the Bankruptcy Code (the "**Bankruptcy Code Process**") is new and relatively untested.

We may not be able to submit its resolution plan in a timely manner or at all, or the resolution plan submitted by us may not be approved by the committee of creditors or the NCLT. Further, while the Bankruptcy Code has prescribed a maximum period for the Bankruptcy Code Process, as it is relatively untested, we cannot assure you that it will be completed in a timely manner or at all.

The Bankruptcy Code Process may be challenged in court and we may be made a party to such litigation as a bidder or otherwise. Any such litigation could be time-consuming and expensive.

We cannot assure you that we will successfully acquire any entity in respect of which we have chosen to submit a resolution plan. Participation in the Bankruptcy Code Process may distract management attention from our business operations and lead us to incur significant costs, which may have a material adverse effect on our business, reputation and results of operation.

Changing laws, rules and regulations and legal uncertainties may adversely affect our business and financial performance.

Our business and operations are governed by various laws and regulations. Our business and financial performance could be adversely affected by any change in laws or interpretations of existing, or the promulgation of new laws, rules and regulations applicable to the business.

For instance, the Government has enacted laws to lay the framework for a comprehensive national GST regime that combines taxes and levies by the central and state governments into a unified rate structure. Similarly, amendments have been made to direct tax laws relating to tax avoidance mechanisms and disclosure standards. Any future changes to laws that increase taxes or other amendments may affect the overall tax efficiency of companies operating in India and may result in significant additional taxes becoming payable. If, as a result of a particular tax risk materializing, the tax costs associated with certain transactions are greater than anticipated, it could affect the profitability of such transactions. In addition, there are uncertainties and ambiguities in relation the existing tax incentive regime. Any adverse changes to the incentive scheme may have a material adverse effect on our business, prospects, financial condition and results of operations.

There can be no assurance that the Government or state governments will not implement new regulations and policies, which will require us to obtain approvals and licenses from the Government, state government or other regulatory bodies or which will impose onerous requirements and conditions on our operations. Any such changes and related uncertainties with respect to the implementation of the new regulations may have a material adverse effect on our business, financial condition, cash flows and results of operations.

Significant differences exist between IND-AS and other accounting principles, such as U.S. GAAP and IFRS, which may be material to the financial statements prepared and presented in accordance with IND-AS contained in this Offering Memorandum.

The annual audited consolidated and standalone financial statements as at and for the years ended March 31, 2019, 2020 and 2021 of the Group and the Company presented in this Offering Memorandum are prepared in accordance with IND-AS. The unaudited condensed consolidated and standalone interim financial statements as at and for the three months ended June 30, 2020 and 2021 of the Group and the Company presented in this Offering Memorandum are prepared in accordance with IND-AS 34. IND-AS differ from accounting standards and principles with which prospective investors may be familiar in other countries, such as U.S. GAAP and IFRS. Significant differences exist between IND-AS, U.S. GAAP and IFRS, which may be material to the financial information prepared and presented in accordance with IND-AS contained in this Offering Memorandum. Accordingly, the degree to which the financial information included in this Offering Memorandum will provide meaningful information is dependent on the Investor's familiarity with IND-AS and the Companies Act, 2013. Any reliance by persons not familiar with IND-AS on the financial disclosures presented in this Offering Memorandum should accordingly be limited.

Regulation of emissions of greenhouse gases may force us to incur increased capital and operating costs and may have an adverse effect on our results of operations and financial condition.

There has been a global regulatory trend for new legislation aimed at the reduction of emissions of greenhouse gases, such as carbon dioxide and methane, and for the creation of enhanced incentives for use of renewable energy and increased efficiency in energy supply and use. In particular, India is actively addressing climate change as a member of the 2016 Paris Agreement. The Paris Agreement aims to implement the necessary drivers to achieve drastic reductions of carbon emissions. The enactment of international agreements in domestic law or the introduction of other comprehensive emissions legislation could restrict our use of coal and other energy sources, increase our fuel costs or limit our production levels generally.

Forest conservation is also gaining importance with an increased focus on trees in climate change mitigation. The legal framework governing environmental protection in India is becoming more stringent and the scope and extent of such developments, including their effect on our operations, cannot be predicted with any certainty. If India were to adopt new legislation regarding greenhouse gas emissions, it may require us to incur costs to monitor and report emissions or reduce the emissions associated with our operations. Any increased costs or reduced demand may adversely affect our business and results of operation.

Risks Relating to the Notes

We may not be able to meet our obligations to pay or redeem the Notes.

The Notes are our unsecured obligations and will be effectively subordinated to all our present and future secured indebtedness to the extent of the value of the collateral securing such obligations. In addition, the Notes will also rank subordinate to certain liabilities preferred by law, such as claims of the Government on account of taxes and certain liabilities incurred in the ordinary course of our business. In particular, in the event of bankruptcy, liquidation or winding-up, our assets, will be available to pay obligations on the Notes only after all of the above liabilities that rank senior to the Notes have been paid.

Further, in certain circumstances, Noteholders may require us to redeem all or a portion of the Notes and we would be required to pay all amounts then due under the Notes. In particular, upon a change of control of us, Noteholders may require us to redeem the Notes and following an acceleration of the Notes upon an event of default, we would be required to pay all amounts then due under the Notes which we may not be able to meet. We may not be able to make required payments in connection with the Notes if the requisite regulatory approval is not received or if we do not have sufficient cash flows for those payments.

We may redeem the Notes as a result of certain changes in tax laws.

As described in "*Terms and Conditions of the Series 1 Notes — Redemption for Taxation Reasons*" and "*Terms and Conditions of the Series 2 Notes — Redemption for Taxation Reasons*", if we are required to pay certain additional amounts as a result of certain changes in tax law, we may, subject to certain exceptions, redeem the Notes in whole or in part at their principal amount (together with interest accrued to but excluding the date fixed for redemption).

Redemption of the Notes prior to maturity may be subject to compliance with applicable regulatory requirements, including the prior approval of RBI or the authorized dealer bank.

Any early redemption of the Notes (whether due to certain tax events, a Change of Control Triggering Event, an Event of Default, or otherwise, each as described in the Conditions) may require the prior approval of RBI or the authorized dealer bank. Compliance with any conditions specified in any such RBI or authorized dealer bank approval will be required. The RBI and the authorized dealer bank may not provide such approval in a timely manner or at all. Furthermore, any modification or waiver of the Conditions which has the effect of modifying or waiving terms which are not permitted under the automatic route for the issue of bonds under the ECB Regulations will require prior approval from the RBI in accordance with the ECB Regulations, and such approval may not be forthcoming.

Remittances of funds outside India pursuant to indemnification by us in relation to the Notes require prior RBI approval.

Remittance of funds outside India by us pursuant to indemnity clauses under the terms and conditions of the Notes, Trust Deed or any other agreements in relation to the Notes requires prior RBI approval. Any approval, if and when required, for the remittance of funds outside India is at the discretion of the RBI and we can give no assurance that it will be able to obtain such approval.

The insolvency laws of India may differ from bankruptcy laws of other jurisdictions with which Noteholders are familiar.

As we are incorporated under the laws of India, an insolvency proceeding relating to us, even if brought in a jurisdiction outside India, would likely involve Indian insolvency laws, the procedural and substantive provisions of which may differ from comparable provisions of bankruptcy laws in jurisdictions outside India.

The Terms and Conditions of the Notes contain covenants which may limit the our financial and operating flexibility.

The Terms and Conditions of the Series 1 Notes and Terms and Conditions of the Series 2 Notes contain covenants that will restrict our ability to, among other things: (i) incur additional indebtedness; (ii) pledge assets; (iii) sell assets etc. These limitations are subject to certain, exceptions and qualifications described in "*Terms and Conditions of the Series 1 Notes*" and "*Terms and Conditions of the Series 2 Notes*".

These covenants could limit our ability to pursue growth plans, restrict our flexibility in planning for, or reacting to, changes in our business and industry and increase our vulnerability to general adverse economic and industry conditions.

Any default under the covenants contained in the Terms and Conditions of the Series 1 Notes or the Terms and Conditions of the Series 2 Notes may lead to an event of default under the Series 1 Notes or the Series 2 Notes, as the case may be, and may lead to acceleration under our other indebtedness. We may not be able to pay any amounts due to holders of the Series 1 Notes or the Series 2 Notes, as the case may be, in the event of any such default and any such default may significantly impair our ability to satisfy our obligations under the Series 1 Notes or the Series 2 Notes, as the case may be.

The Terms and Conditions of the Notes provide that the Trustee may, without the consent of Noteholders, agree to modification, waivers and substitution under certain conditions.

The Terms and Conditions of the Series 1 Notes and Terms and Conditions of the Series 2 Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The Terms and Conditions of the Series 1 Notes and Terms and Conditions of the Series 2 Notes also provide that the Trustee may, without the consent of Noteholders, agree to: (i) any modification of, or the waiver or authorization of any breach or proposed breach of, any of the provisions of the Terms and Conditions of the Series 1 Notes and Terms and Conditions of the Series 2 Notes, as the case may be, or of the Transaction Documents; or (ii) determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, in each case in the circumstances described in the Terms and Conditions of the Series 1 Notes and Terms and Conditions of the Series 2 Notes (as applicable).

Modifications of, and any waivers under, the Trust Deed and the Notes could be adverse to the interests of Noteholders.

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders, to the substitution of any other company in place of us, or of any previous substituted company, as principal debtor under the Trust Deed, the Notes; provided, however, that immediately after such substitution, we must deliver to the Trustee an opinion of counsel of recognized standing with respect to U.S. federal income tax matters that the beneficial owners of the Notes will not recognize gain or loss for U.S. federal income tax purposes as a result of such substitution and will be subject to the same U.S. federal income tax consequences as if such substitution did not occur.

A holder who holds less than the minimum specified denomination in its account may not receive a definitive Note in respect of such holding.

In relation to the Series 1 Notes and the Series 2 Notes, which have denominations consisting of a minimum specified denomination plus one or more higher integral multiples of another smaller amount, it is possible that these Notes may be traded in amounts that are not integral multiples of such minimum specified denomination. In such a case, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum specified denomination in its account with the relevant clearing system at the relevant time, may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a specified denomination.

The Notes may not be a suitable investment for all investors.

Each prospective investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Memorandum or any applicable supplement;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

- understand thoroughly the terms of the Notes and be familiar with the behavior of any relevant indices and financial markets; and

- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Since the Global Certificates are held by or on behalf of the relevant Clearing Systems, investors will have to rely on the relevant Clearing System's procedures for transfer, voting, payment, and communication with us.

The Notes will be represented by the Global Certificates except in certain limited circumstances described under "*The Global Certificates*". The Global Certificates will be deposited with and registered in the name of a nominee of DTC or the Common Depositary, as the case may be. Except in certain limited circumstances described under "*The Global Certificates*", investors will not be entitled to receive definitive certificates. The relevant Clearing Systems will maintain records of the beneficial interests in the Global Certificates. While the Notes are represented by the Global Certificates, investors will be able to trade their beneficial interests only through the relevant Clearing System. We will discharge our payment obligations under the Notes by making payments to or to the order of the relevant Clearing System for distribution to their account holders credited as having an interest in the Notes. A holder of a beneficial interest in any of the Global Certificates must rely on the procedures of the relevant Clearing System to receive payments under the Notes.

We have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Certificates. Holders of beneficial interests in the Global Certificates will not have a direct right under the Global Certificates to take enforcement action against us in the event of a default under the Notes but will have to rely upon the Trustee to enforce their rights under the Trust Deed.

The Trustee may request Noteholders to provide an indemnity and/or security and/or prefunding to its satisfaction.

In certain circumstances, the Trustee may (at its sole discretion) request Noteholders to provide an indemnity and/or security and/or prefunding to its satisfaction before it takes actions on behalf of the Noteholders. The Trustee shall not be obliged to take any such actions if not indemnified and/or secured and/or prefunded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or prefunding can be a lengthy process and may have an impact on when such actions can be taken. The Trustee may not be able to take actions, notwithstanding the provision of an indemnity or security or prefunding to it, in breach of the terms of the Trust Deed or in circumstances where there is uncertainty or dispute as to the applicable laws or regulations and, to the extent permitted by the agreements and the applicable law, it will be for the Noteholders to take such actions directly.

There may be interest rate risks on an investment in the Notes.

Investment in fixed rate instruments involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate instruments.

The price of the Notes following the offering may be volatile.

The price and trading volume of the Notes may be highly volatile. Factors such as variations in our revenues, earnings and cash flows and proposals of new investments, strategic alliances and/or acquisitions and interest rates, could cause the price of the Notes to change. Any such developments may result in large and sudden changes in the volume and price at which the Notes will trade. There can be no assurance that these developments will not occur in the future.

Rupees may not be freely convertible to other currencies.

The convertibility of Rupees is dependent, inter alia, on international and domestic political and economic factors, and on measures taken by governments and central banks, including the Government and the RBI. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by revaluation of a currency, or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of Rupees and vice versa. The taking of any one or more of such measures could adversely affect the value of the Notes as well as any amount which may be payable upon redemption of the Notes.

Your ability to protect your rights through the U.S. federal courts may be limited.

We are incorporated in India. As of the date of this Offering Memorandum, all or a majority of our directors are non-residents of the United States and all or a majority of their assets will be located outside the United States. A majority of our operating assets are located in India. As a result, it may not be possible for investors to effect service of process within the United States upon us or our directors, or to enforce any judgment obtained in U.S. courts predicated upon civil liability provisions of the U.S. securities laws. In addition, we cannot assure you that civil liabilities predicated upon the federal securities laws of the United States will be enforceable in India. See "*Enforceability of Civil Liabilities*".

Risks Relating to the Market Generally

An active trading market may not develop or be maintained for the Notes, in which case the ability to transfer the Notes will be limited.

The Notes are new securities for which there is currently no existing trading market. Prior to this offering there has been no trading market in the Notes. The liquidity in the market for the Notes will depend on a number of factors, including general economic conditions and the Group's own financial condition, performance and prospects, as well as recommendations of securities analysts. We have been informed by the Joint Lead Managers that they may make a market in the Notes after we have completed this offering. However, they are not obligated to do so and may discontinue such market-making activity at any time without notice. In addition, market-making activity by the Joint Lead Managers' affiliates may be subject to limits imposed by applicable law. As a result, the Group cannot make any assurance that any market in the Notes will develop or, if it does develop, it will be maintained. If an active market in the Notes fails to develop or be sustained, Noteholders may not be able to sell the Notes or may have to sell them at a lower price.

Developments in other markets may adversely affect the market price of the Notes.

The market price of the Notes may be adversely affected by events affecting the international financial markets and world economic conditions. The market for Indian securities is, to varying degrees, influenced by economic and market conditions in other markets, especially those in Asia. Although economic conditions are different in each country, investors' reactions to developments in one country can affect the securities markets and the securities of issuers in other countries, including India. Since the sub-prime mortgage crisis in 2008, the international financial markets have experienced significant volatility. The global financial crisis, including the sovereign debt crisis in Europe, the COVID-19 pandemic, concerns over recession, inflation or deflation, energy costs, geopolitical issues, commodity prices and the availability and cost of credit, have contributed to unprecedented levels of market volatility and diminished expectations for the global economy and the capital and credit markets. If similar developments occur in the international financial markets in the future, the market price of the Notes could be adversely affected.

An investment in the Notes may subject investors to foreign exchange risks.

The Notes are denominated and payable in U.S. dollars. If investors measure their investment returns by reference to a currency other than U.S. dollars, they would face a risk of adverse movement in the value of that currency in reference to the U.S. dollar due to, among other things, economic, political and other factors over which the Group has no control. Depreciation of the U.S. dollar against said currency to which investors measure their investment returns could cause a decrease in the effective yield of the Notes or result in a loss to investors. In addition, there may be tax consequences for investors as a result of any foreign exchange gains resulting from any investment in the Notes.

Further, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect the exchange rate or the ability of the Company to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Credit ratings assigned to the Company or the Notes may not reflect all the risks associated with an investment in the Notes and ratings and outlook of the Notes and the Company may be downgraded or withdrawn.

The Notes are expected to be rated Ba2 by Moody's and BB- by Fitch. The ratings and outlook represent the opinions of the rating agencies and their assessment of the ability of the Company to perform their obligations under the Notes and credit risks in determining the likelihood that payments will be made when due under the Notes. A rating or outlook is not a recommendation to buy, sell or hold securities. The ratings or outlook can be lowered or withdrawn at any time. The Company is not obligated to inform Noteholders if the ratings or outlook are lowered or withdrawn. A reduction or withdrawal of the ratings may adversely affect the market price and liquidity of the Notes and the Company's and ability to access the debt capital markets. One or more independent credit rating agencies may assign credit ratings to the Company or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes.

Legal considerations may restrict certain investments.

The investment activities of certain investors are subject laws and regulations, or regulatory review by certain authorities. Each potential investor should consult its legal advisors to determine whether and to what extent: (1) the Notes are legal investments for it; (2) the Notes can be used as collateral for borrowing; and (3) any other restrictions apply to its purchase or pledge of the Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

The Series 2 Notes may not be a suitable investment for investors seeking exposure to assets with sustainability characteristics.

The interest rates relating to the Series 2 Notes are subject to upward adjustment if the Company is not able to achieve certain targets relating to the amount of carbon dioxide emitted (Scopes 1 and 2) calculated as tonnes of carbon dioxide per tonne of crude steel produced from the three integrated steel plants (JSW Steel Vijayanagar Works, JSW Steel Dolvi Works and JSW Steel Salem Works) of the Company in India, as specified in "*Terms and Conditions of the Series 2 Notes*". Such Series 2 Notes may not satisfy an investor's requirements or any legal or quasi legal standards for investment in assets with sustainability characteristics and the definition of the Sustainability Performance Target, the interest rate adjustment or other features of the Series 2 Notes or absence thereof may be inconsistent with investor requirements or expectation or other definitions relevant to greenhouse gas emissions. No representation is made by the Company or the Joint Lead Managers as to the suitability of the Series 2 Notes to fulfill environmental or sustainability criteria required by prospective investors.

Although the Company targets to reduce the amount of carbon dioxide emitted (Scopes 1 and 2) calculated as tonnes of carbon dioxide per tonne of crude steel produced from the three integrated steel plants (JSW Steel Vijayanagar Works, JSW Steel Dolvi Works and JSW Steel Salem Works) of the Company in India, and is decreasing its greenhouse gas emissions, there can be no assurance of the extent to which it will be successful in doing so or that any future investments it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by the Company's own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental or social impacts may occur during the design, construction and operation of any investments it makes in furtherance of this target or such investments may become controversial or criticized by activist groups or other stakeholders. No Event of Default shall occur under the Series 2 Notes, nor will the Company be required to purchase or redeem the Series 2 Notes if it fails to satisfy its Sustainability Performance Target (or if it fails to report on its progress in relation thereto).

The Company has published a sustainability-linked bond framework (the "**Sustainability-Linked Bond Framework**") and DNV GL Business Assurance India Private Limited, India has issued an opinion (the "**Sustainability-Linked Bond Second-party Opinion**") confirming the alignment of the Sustainability-Linked Bond Framework and/or the Series 2 Notes with the Sustainability-Linked Bond Principles (the "**Sustainability-Linked Bond Principles**") administered by the International Capital Market Association and analyzing the Sustainability Performance Target. None of the Joint Lead Managers makes any representation or warranty, express or implied, concerning any information in the Sustainability-Linked Bond Framework, and nothing contained in the Sustainability-Linked Bond Framework is, or shall be relied upon as, a promise or representation, from the Joint Lead Managers. None of the Joint Lead

Managers accept any responsibility for the contents of the Sustainability-Linked Bond Framework. There is no assurance that the Sustainability-Linked Bond Framework and/or the Series 2 Notes shall be consistent with any investor requirements or expectations relating to investment in assets with sustainability characteristics. No assurance or representation is given by the Company or the Joint Lead Managers as to the suitability or reliability for any purpose whatsoever of the Sustainability-Linked Bond Framework, the Sustainability-Linked Bond Second-party Opinion or any report, certification or validation of any third party in connection with the offering of the Series 2 Notes or the sustainability performance target set to fulfill any green, social, sustainability, sustainability linked and/or other criteria.

As there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes a "sustainable" or "sustainability-linked" or equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "sustainable" or "sustainability-linked" (and, in addition, the scope and/or requirements of any such label may evolve from time to time), no assurance can be given that the Series 2 Notes will meet any or all investor expectations regarding the Company's targets qualifying as "sustainable" or "sustainability-linked" or that any adverse other impacts will not occur in connection with our efforts to achieve such targets.

Investors should note that providers of the Sustainability-Linked Bond Second-party Opinion and providers of similar opinions, certifications and validations are not currently subject to any specific regulatory or other regime or oversight. The Sustainability-Linked Bond Second-party Opinion is not, nor should not be deemed to be, a recommendation by the Company or the Joint Lead Managers or the Sustainability-Linked Notes Structuring Agent or any other person to buy, sell or hold Series 2 Notes. Holders of the Series 2 Notes have no recourse against the Company or the Joint Lead Managers for the contents of the Sustainability-Linked Bond Second-party Opinion, which would only be current as at the date it was to be initially issued. Prospective investors should determine for themselves the relevance of (or lack thereof) the Sustainability-Linked Bond Second-party Opinion and/or the information contained therein and/or the provider of such opinion for the purpose of any investment in the Series 2 Notes.

Furthermore, the Sustainability-Linked Bond Second-party Opinion may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Series 2 Notes. Any subsequent withdrawal of the Sustainability-Linked Bond Second-party Opinion may affect the value of the Series 2 Notes and/or may have consequences for certain investors with portfolio mandates to invest in sustainability-linked assets.

The Series 2 Notes are not being marketed as green bonds, social bonds or any similar purpose financing instrument, since the Company expects to use the relevant net proceeds for the purposes described in "*Use of Proceeds*" (including capital expenditure, refinancing of debt, general corporate purposes and/or other purposes to the extent permissible under ECB Regulations) and therefore the Company does not intend to allocate the net proceeds specifically to projects or business activities meeting environmental, sustainability or social criteria, or be subject to any other limitations associated with such instruments.

Achieving the Sustainability Performance Target or any similar sustainability performance target will require us to expend significant resources, while not meeting any such targets would result in increased interest payments and could expose us to reputational risks.

As described in the section entitled "*JSW Sustainability-Linked Bond Framework — Calibration of Sustainability Performance Target*", achieving the Sustainability Performance Target will require our Company to reduce the Carbon Emission Intensity. As a result, achieving the Sustainability Performance Targets or any similar sustainability performance target we may choose to include in future financings or other arrangements will require us to expend significant resources.

In addition, if we do not achieve the Sustainability Performance Target or any such similar sustainability performance target we may choose to include in any future financings, it would result in increased interest payments under the Series 2 Notes or, as the case may be, such other relevant financing arrangements, but could also harm our reputation, the consequences of which could, in each case, have a material adverse effect on our business, prospects, financial condition or our results of operations.

We calculate and report our Key Performance Indicators based on certain standards and guidelines which may change over time, which may affect the way in which we calculate our Key Performance Indicators.

Our Key Performance Indicators are calculated and not measured numbers. We calculate our Key Performance Indicators internally based on broadly accepted standards and guidelines. For example, the applicable standards and guidelines in respect of the Carbon Emission Intensity is based on the greenhouse gas protocol. Our performance of the Key Performance Indicators is expected to be assessed externally and independently by the External Verifiers. We will also annually publish, and keep readily available, updates on our performance in the 'Sustainability' section of our annual report which will be easily accessible on our website. See the Appendix to this Offering Memorandum for more details.

These standards and guidelines continue to be reviewed by expert groups and include contributions from industry bodies, which may change going forward. There is no assurance that the way in which we calculate and report our Key Performance Indicators will not change over time.

The Series 2 Notes include certain triggers linked to sustainability key performance indicators.

The Series 2 Notes include certain triggers linked to the Sustainability Performance Target (see "*The Series 2 Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*"). The failure to meet such Sustainability Performance Target by the relevant observation date (as indicated in the Terms and Conditions on or before August 31, 2030), will result in increased interest amounts being payable up to the relevant Maturity Date, which would increase the Company's total cost of funding and may result in a negative impact on the reputation of the Company.

The information in this section is qualified in its entirety by, and should be read together with, the more detailed financial and other information included in this Offering Memorandum, including the information contained in "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Presentation of Financial Information" and "Index to Financial Statements". All financial information for the Group and the Company as at and for the years ended March 31, 2019, 2020 and 2021 and for the three months ended June 30, 2020 and 2021 have been derived or calculated from the Group Consolidated Financial Statements and the Company Standalone Financial Statements, included elsewhere in this Offering Memorandum, unless stated otherwise or unless context requires otherwise, except for (i) 'Mining premium and royalties' and 'Other expenses' for the year ended March 31, 2020 which have been regrouped in the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company and derived from the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company; (ii) Current and Non-current 'Loans', Current and Non-current 'Other financial assets', Current and Non-current 'Other Financial Liabilities', Current 'Borrowings' and 'Other Non-Current Liabilities' as at March 31, 2021 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iii) 'Mining premium and royalties' and 'Other expenses' for the three months June 30, 2020 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iv) Unaudited Condensed interim statement of cash flows for three months ended June 30, 2020 of the Company and the Group which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group.

Overview

JSW Steel Limited, the flagship company of the diversified U.S.$13 billion JSW Group and part of the O.P. Jindal Group, is an integrated manufacturer of a diverse range of steel products with an export footprint in more than 100 countries across five continents. We have diversified interests in mining, carbon steel, power, industrial gases, port facilities, cement and paints. We offer an extensive portfolio of flat and long products, including hot rolled coils, sheets and plates, cold rolled coils and sheets, galvanized and galvalume products, tinplates, electrical steel, pre-painted galvanized and galvalume products, thermo-mechanically treated ("**TMT**") bars, wire rods, rails, grinding balls and special steel bars, rounds and blooms, plates and pipes of various sizes and cold rolled non-grain oriented products. We are also one of the largest producers and exporters of coated flat steel products in India. We believe that we have one of the lowest conversion costs in the industry, primarily due to our efficient operations, high manpower productivity and the strategic location of our state-of-the-art manufacturing facilities. Our operations in India currently have an installed crude steel capacity of approximately 18.0 mtpa, which comprises 12.5 mtpa (approximately 70% of the capacity) of flat products and 5.5 mtpa (approximately 30% of the capacity) of long products. Since our incorporation in 1994, our total revenue from operations has grown to Rs.798,392 million for the year ended March 31, 2021 and to Rs.289,019 million (U.S.$3,888 million) for the three months ended June 30, 2021.

In October 2020, we were ranked ninth amongst top 34 world class steelmakers according to a report, 'World-Class Steelmaker Rankings' by World Steel Dynamics ("**WSD**"), based on a variety of factors. In particular, we achieved the highest rating (10 out of 10) on the following criteria: conversion costs, expanding capacity, location in high-growth markets and labor costs. On cost cutting efforts, we achieved 9 out of 10. This ranking puts us ahead of all other steelmakers based in India and ranked third amongst Asian steelmakers.

We have significantly expanded our steelmaking capacity at our Indian operations, which has increased from 1.6 mtpa in financial year 2002 to 2.5 mtpa in financial year 2006, 3.8 mtpa in financial year 2007, 7.8 mtpa in financial year 2010, 11.0 mtpa in financial year 2012 and to 18.0 mtpa in financial year 2016, through organic and inorganic growth. Our manufacturing facilities in India are geographically diversified and comprise Vijayanagar Works in Karnataka (12.0 mtpa), Dolvi Works in Maharashtra (5.0 mtpa) and Salem Works in Tamil Nadu (1.0 mtpa) in addition to downstream facilities for our coated products division at Vasind, Tarapur and Kalmeshwar Works in Maharashtra. Our major facilities in India are strategically located near raw material sources and are well connected via ports and railways, thus helping us to maintain a low-cost structure. Our overseas manufacturing facilities comprise a plate/pipe mill in Baytown, Texas, U.S., a steel making facility at Ohio, U.S., and a long product mill in Italy. The Baytown facility has a 1.2 mntpa plate mill and a 0.55 mntpa pipe mill. The facility is located near a port and in close proximity to key customers in the oil and gas industry. The Ohio facility is a hot rolling mill with a 3.0 mntpa capacity. It is partially backward integrated with a 1.5 mntpa EAF furnace. The facility in Italy was acquired by us in July 2018 and produces long products — railway lines, bars, wire rods and grinding balls — with aggregate capacity of 1.3 mtpa.

The Group has embarked on additional capital expenditure programs to expand its capacities at its plants, and also to modernize and expand capacities of its downstream business. The capacity at Vijayanagar Works is being expanded from 12 to 19.5 mtpa through brownfield expansion, setting up a 5 mtpa steelmaking capacity though one of its wholly owned subsidiaries JSW Vijayanagar Metallics Limited and other productivity enhancing initiatives. The capacity expansion project at Dolvi from 5 mtpa to 10 mtpa is nearing completion, along with the 1 mtpa capacity at Salem thereby bringing the overall capacity to 30.5 mtpa in the next four years. Gradually, the Group plans to expand its domestic steel capacity to 45.0 mtpa by FY 2030-31 through a combination of organic and inorganic growth.

For fiscal year 2021 and for the three months ended June 30, 2021, revenue from operations within India represented 73.9% and 64.5% respectively, of our total revenue from operations. We have a widespread sales and distribution network that sells our products directly to customers, wholesale traders and stock points. Our sales presence is particularly strong in South and West India, where a large portion of India's steel customers are located. We are mainly focused on retail sales through our exclusive and non-exclusive retail outlets. As at June 30, 2021, we had more than 16,000 exclusive and non-exclusive retail outlets located throughout India. For fiscal year 2021 and the three months ended June 30, 2021, revenue from operations outside India represents 26.1% and 35.5% of our total revenue from operations respectively. We have an export footprint in more than 100 countries across five continents. We use a combination of direct sales to customers and sales to international trading houses for our international sales.

Competitive Strengths

We believe that the following competitive strengths can be leveraged to allow us to further enhance our position as a leading steel producer.

Leading player in the Indian steel market

	FY20	FY21	
	14.90 MT	14.95 MT	Consolidated saleable steel sales
	24.4%	26.1%	Revenue from outside India
	48%	52%	Group value added and special products sales

	Q1FY21	Q1FY22	
	2.79MT	3.47 MT	Consolidated saleable steel sales
	52.4%	35.5%	Revenue from outside India
	38%	61%	Group value added and special products sales

Source: Company data

We are a leading player in the Indian steel market with significant domestic and international exposure. We have continuously sustained our market position with our core strengths of agile operations, rich product mix, best-in-class technology, excellence in project execution, sustainable sourcing and consistent focus on employee engagement. With the long-term growth potential for steel consumption in the Indian domestic market, we have introduced an additional capital expenditure program to expand our capacities at our plants, and also to modernize and expand capacities of our downstream business.

Strong business profile diversified by markets and products

We have a wide range of product offerings that cater to diversified end markets across geographies. We have significantly expanded our product portfolio through a mix of acquisitions, downstream capacity expansions and joint ventures with other leading steel companies. We offer an extensive portfolio of flat and long products, including hot rolled coils, sheets and plates, and cold rolled coils and sheets, galvanized and galvalume products, pre-painted galvanized and galvalume, tin plates, wire rods and special steel bars, rounds and blooms, rails, steel balls, plates and pipes, cold rolled electrical steel of various sizes. We believe that the breadth of our product range gives us the flexibility to adapt our product mix to market demands and enables us to sustain our business and operations through adverse economic conditions.

The strategic collaboration with JFE allows us to produce high-end value-added steel products for the automotive, electrical appliance and construction industries. Moreover, we manufacture a wide range of value-added flat steel products, such as medium to high carbon steel, high tensile and high strength low-alloy steel grades for the automotive sector, API grade steel for the oil and gas sector, cold rolled close annealed coils, customized galvanized and galvalume products for the solar sector, galvanized products and color coated products in the flat product segment and rebars, wire rods and structural steel in the long product segment. We currently have one of the largest galvanizing and galvalume and color coating production capacities in India and we are also one of the largest Indian exporters of coated flat steel products, with an export footprint in more than 100 countries across five continents.

We focus on deepening the portfolio of our value added product offerings. For instance, prior to 2014, we ventured into the high value-added product of vinyl coated metal, which at the time was only being imported into India. Similarly, in 2016, we set up an electrical steel facility at Vijayanagar Works with a capacity of 200,000 tons per annum to further enhance our product offerings in the sector of manufacturing of motors, pumps and small transformers. We launched a new OEM brand, JSW Radiance, in July 2020 which leverages the JSW Group's unique synergies with JSW Paints and offers advanced coating options such as anti-graffiti, anti-dust, anti-microbe, high SRI (Solar Reflectivity Index) and high gloss. We provide an eco-friendly option compared to environmentally harmful manufacturing processes (e.g. powder coating) with our color coated steel. We have set up a 0.25 mtpa tinplate line in 2019 to meet demand from the packaging industry. The products are marketed under the brand "JSW Platina". Further, we are also setting up a new color coating line of 0.3 MTPA at Vijayanagar which is expected to be commissioned by FY 2022 and two CGL lines of 0.45 mtpa each for construction grade galvanized products, of which one line was commissioned during the fourth quarter of FY2021 and the second is expected to be commissioned by FY2022.

Strategic acquisitions and joint ventures

We have entered into strategic joint ventures as well as acquired equity interests in various entities which have enabled us to add more value-added products, enhance our global footprint, secure raw materials, achieve backward integration and increase our technological know-how. We have also pursued unique opportunities in stressed assets in niche markets.

- We entered into a 50:50 joint venture with UK-based Severfield UK PLC, UK which provides structural steel building solutions. Their manufacturing facility is located at Vijayanagar within the premises of JSW Steel's plant and has a capacity of 60,000 tonnes per annum. The product portfolio includes engineering, fabrication and erection of structural steel. They also provide cutting edge flooring technology with composite metal decking through a joint venture with Structural Metal Decks Limited, UK.

- We also have a joint venture with Marubeni-Itochu Steel (JSW MI Steel Service Center Private Limited) to set up steel service centers in north and west India for just-in-time solutions to the automotive, white goods and construction sectors.

- In April 2014, we acquired a 50.0% equity interest in Vallabh Tinplate Private Limited ("**VITPL**"), which currently has a capacity of 100,000 tpa, marking our entry into the growing tinplate business in India. We have since acquired 100% equity interest in JSW VTPL including the 23.55% held through Vardhaman Industries Limited ("**VIL**").

- The Group sold 39% of its 49% equity stake held in Geo Steel LLC in January 2020 for U.S.$23.08 million to its joint venture partner in Georgia.

- In October 2014 and May 2017, we acquired 99.85% and 0.15% equity interests, respectively, in Welspun Maxsteel Limited (renamed as JSW Steel (Salav) Limited and subsequently merged into JSW Steel Limited). The objective of the acquisition was to utilize surplus production of pellets at a subsidiary, Amba River Coke Limited, to produce surplus pellets, which in turn would be utilized to meet the requirements of the Dolvi plant.

- In August 2016, the Company executed a share purchase agreement with Praxair India Private Limited to acquire their entire shareholding of 74.00% in JSW Praxair Oxygen Private Limited (now renamed as JSW Industrial Gases Private Limited ("**JIGPL**")). Consequently, JIGPL, became a wholly owned subsidiary of the Company. JIGPL is engaged in the business of production and sale of industrial gases such as oxygen, nitrogen and argon and has two air separation plants, each with a capacity of 2,500 tons per day, at Toranagallu, Bellary District, Karnataka. We currently source certain industrial gases from JIGPL among others at prices based on long-term contracts.

- In May 2018, the Company entered into a sale and purchase agreement with Cevitaly S.r.l for the acquisition (through JSW Steel Italy S.r.l., our subsidiary in Italy) of 100.0% of the shares of Acciaierie e Ferriere di Piombino S.p.A ("**Aferpi S.p.A**"), 100.0% shares of Piombino Logistics S.p.A and 69.27% of the shares of GSI Lucchini S.p.A ("**GSI**"). Aferpi S.p.A was renamed as JSW Steel Italy Piombino S.p.A ("**JSIP**") and Piombino Logistics S.p.A was renamed as Piombino Logistics S.p.A — A JSW Enterprise ("**PL**") in June 2019. JSIP makes special long steel product in Piombino, Italy. PL manages the logistic infrastructure of the Piombino port area while GSI is a producer of forged steel balls. The acquisition allows us to establish our presence in Italy and access the European specialty steel long products market. The acquisition was completed on July 24, 2018.

- In 2018, we acquired 100% of the shares of Acero Junction Holdings Inc. ("**Acero**"). The total enterprise value of the transaction was U.S.$182.41 million, with equity value of U.S.$80.85 million and liabilities of U.S.$101.56 million. Acero is the 100% holding company of Acero Junction Inc (since renamed as JSW Steel USA Ohio Inc), an electric arc furnace based steel manufacturing mill in Ohio. We expect that the acquisition will allow us to gain increased access to the North American steel market.

- In July 2018, the NCLT approved the resolution plan submitted by a consortium comprising of the Company and AION Investments Private II Limited for the acquisition of Monnet Ispat and Energy Limited ("**MIEL**"). MIEL owns a 1.5 MT integrated steel plant, along with a 0.8 MT sponge iron plant, 2 MT pellet plant, a 0.96 MT sinter plant and a 230 MW captive power plant in Chattisgarh. The acquisition was completed on August 31, 2018 and we currently hold 23.1% of the shares of MIEL.

- We had acquired VIL under the Insolvency and Bankruptcy Code, 2016 ("**IBC**"). VIL has a 100,000 tons per annum color coating facility at Rajpura District, Patiala in Punjab. and a service center to cater to white goods customers in North India.

- We had submitted a resolution plan (the "**BPSL Resolution Plan**") in respect of Bhushan Power and Steel Limited ("**BPSL**"), a company undergoing insolvency resolution process ("**CIRP**") under the provisions of the Bankruptcy Code. The Committee of Creditors of BPSL ("**BPSL Committee of Creditors**") unanimously approved the BPSL Resolution Plan and the resolution professional of BPSL ("**BPSL Resolution Professional**") issued the Letter of Intent to us on February 11, 2019, which was duly accepted by us. The BPSL Resolution Professional subsequently filed its application with the Delhi Bench of NCLT for approval of the BPSL Resolution Plan under section 31 of the Bankruptcy Code. Subsequently, one of the former directors of BPSL had challenged the CIRP in relation to BPSL before the High Court of Punjab and Haryana ("**P&H High Court**"). The P&H High Court had by its order dated April 18, 2019, directed the NCLT to decide the issue regarding objections raised by the former director of BPSL before passing any other order in the matter. However, the Supreme Court has stayed the order of the P&H High Court by its order dated July 3, 2019. The NCLT, by its order dated September 5, 2019 (the "**September Order**"), approved the BPSL Resolution Plan with certain modifications and without granting certain reliefs sought by us. We had filed an appeal before the NCLAT against the September Order ("**JSW Appeal**"). While the JSW Appeal was pending, the Directorate of Enforcement ("**ED**") issued a provisional attachment order dated October 10, 2019 ("**PAO**") whereby it attached assets at BPSL's Odisha plant. The PAO was thereafter challenged by the BPSL Committee of Creditors before the Supreme Court ("**SC**") by way of a special leave petition ("**BPSL CoC's SLP**"). The SC stayed the operation of the PAO. The NCLAT ruled in our favor via its judgment dated February 17, 2020 ("**NCLAT Judgment**"), where it upheld the protection afforded under section 32A of the IBC and dismissed the objections of various operational creditors and the former promoters of BPSL. Against the NCLAT Judgment, the former promoters of BPSL, certain operational creditor and the Directorate of Enforcement filed appeals before SC ("**SC Appeals**") that are now pending for its consideration. On March 6, 2020, the SC admitted the SC Appeals, and clubbed the same with BPSL CoC's SLP. The matter has since been pending before SC. Pending the adjudication of the SC Appeals, we implemented the BPSL Resolution Plan on March 26, 2021 on the basis of the statement given by the Committee of Creditors of BPSL recorded in the order of the Hon'ble Supreme Court dated March 6, 2020 in the SC Appeals, subsequent mutual understanding between the erstwhile Committee of Creditors of BPSL and us pending the adjudication of SC Appeals and considering the judgment dated January 19, 2021 passed by the Hon'ble Supreme Court in *Manish Kumar* v. *Union of India* (W.P.(C) No. 26 of 2020) which *inter alia* held that section 32A of the Insolvency and Bankruptcy Code, 2016 is valid and constitutional. The subsequent mutual understanding between the erstwhile committee of creditors of BPSL and us provides an option/right to us to unwind the transaction in case of an unfavorable ruling by the SC on certain specified matters.

BPSL operates a 2.5 mtpa integrated steel plant located at Jharsuguda, Odisha and also has downstream manufacturing facilities at Kolkata, West Bengal and Chandigarh, Punjab. The acquisition of BPSL gives us a strategic presence in Eastern India.

- We acquired Asian Colour Coated Ispat Limited ("**ACCIL**") in October 2020 under IBC for Rs.15,500 million through a mix of equity, debt and quasi equity. ACCIL manufactures downstream steel products and has two manufacturing units located at Bawal, Haryana and Khopoli, Maharashtra, with a production capacity of 1mtpa. Its major products include galvanized and color coated coils and sheets mainly for white goods, industrial sheds, pipes, drums and barrels, etc.

- We had acquired the business of manufacturing high-grade steel plates and coils ("**PCMD Business**") from Welspun Corp Limited ("**Welspun**") for a consideration of Rs.8,485 million subject to closing adjustments towards net working capital, on March 31, 2021. The PCMD business is a port-based facility in Anjar, Gujarat, India with a production capacity of 1.2 mtpa. The consideration was paid on a deferred basis. The final tranche was paid on July 23, 2021. Further, an amount of Rs. 15 million was paid to Welspun Steel on June 8, 2021 for the purchase of a parcel of land pertaining to the PCMD Business.

Strategically located manufacturing facilities

Our strategically located facilities in South and West India provide us access to key automotive manufacturers in these regions as well as easy access to ports on both eastern and western coasts of India. All of our facilities are well connected to rail and road networks. As a result of the facilities' strategic locations, we enjoy a substantial market share in South and West India. Vijayanagar Works, India's first single location 12 mtpa steel plant, is located close to the rich iron ore belt of the Bellary-Hospet region in Karnataka and is well connected to our dedicated port facilities at South West Port Limited in Goa and other port locations. Dolvi Works, with our strategic presence in Western India near Mumbai, has a captive jetty along with rail, road and seaport connections. Salem Works, India's leading producer of long alloy steel products, is located near the automotive manufacturing hub in Southern India. Our strategically located facilities enable a reliable and cost-efficient supply of raw materials and efficient delivery of finished steel products to the market. In addition, we believe we have a cost advantage in delivering finished steel products to customers in South and West India due to our proximity to that region.

Strong focus on technology driving raw material efficiency and increased productivity

We believe we are a pioneer in introducing leading technologies in India. In order to maintain quality while lowering the cost of production, we have adopted a combination of industry leading technologies, including non-recovery coke ovens, blast furnace, DRI, twin shell Conarc, Corex, zero power furnace and galvalume technology, in addition to other well-established steelmaking methods.

The Corex process is used in combination with blast furnace technology at Vijayanagar Works. We believe Dolvi Works is the first facility in India to adopt a combination of Conarc technology for steelmaking and Compact Strip Production for producing hot rolled coils. In addition, our beneficiation plant at Vijayanagar is able to convert low grade iron ore to higher grade variants, thus allowing us to utilize lower grade iron ore and achieve significant cost savings. The adoption of various advanced technologies gives us the flexibility to blend coking coal of different quality for the manufacture of coke, produce pellets and sinter in the iron ore agglomeration (pelletization and sinter plants) process, make use of coal fines, utilize waste heat for power generation and produce galvalume products, each of which generates cost efficiencies for us. These advanced technologies also provide us with flexibility in the choice of raw materials and enable us to take advantage of market variances in the availability and price of raw materials.

In order to effectively enhance our operational capabilities, expertise and technology, we entered into a strategic collaboration with JFE Steel Corporation ("**JFE**") of Japan to acquire energy reduction and environmental-friendly technologies, which will help us produce high-end value-added steel products for the automotive and construction industries as well as optimize our cost. The collaboration seeks to leverage the strength of JFE in our well-established manufacturing technology for advanced high strength steel for automotive. JFE had also taken a 14.99% equity interest in the Company by an equity infusion of Rs.54,100 million in 2010. The collaboration between us and JFE includes a general technology assistance agreement, which encompasses all facets of steelmaking and processing from raw material handling to rolling mills including energy control and savings; a technical assistance agreement encompassing our new cold rolling mill; and a foreign collaboration agreement focusing on the manufacture of high-end auto-grade steel that was being imported into India. Under this collaboration, we have also implemented a 0.2 mtpa state-of-the art annealing and coating line for production of fully-processed non-grain oriented electrical steel grades. The Group has signed a Memorandum of Understanding to conduct a Feasibility Study with JFE Steel Corporation, to establish a Grain Oriented Electrical Steel Sheet joint venture in India. The study is expected to be completed by 2021.

In 2017, we were one of the two winners of the "Golden Peacock Innovative Product Award — 2016" awarded to companies that year in the steel sector and also won the "Steelie Award 2016", an award in the innovation category, by the World Steel Association, recognizing our development of advanced high strength automotive steel with speed and innovation.

Integrated and efficient operations

We are an integrated manufacturer of a diverse range of products, utilizing various industry leading technologies. We believe that we have one of the lowest conversion costs in the industry, primarily due to our efficient operations, high manpower productivity, the strategic location of our facilities and our state-of-the-art manufacturing facilities. Our integrated operations span from raw material processing units, such as beneficiation plants, pelletization and sinter plants, to downstream value addition capabilities, such as production of cold rolled, galvanized and color-coated products. The facilities are well connected to rail, road and port for logistics support, which provides natural competitive advantages in terms of reliable and cost efficient supply of raw materials and delivery of finished steel products to the market. Most of our domestic production facilities are serviced by captive power plants: Vijayanagar Works by captive power generation of 865 MW; Dolvi Works by a 67 MW captive power generation and long-term power purchase arrangement with JSW Energy Limited; and Salem Works by a 97 MW captive power generation. Moreover, of the aggregate capacity of 1,029 MW generated by our captive power plants, 45-50% is generated through waste gases and heat generated from operations, an environmentally friendly and cost efficient source. We also have tie-ups for utilities and industrial gases with our wholly owned subsidiary JSW Industrial Gases Private Limited (previously known as JSW Praxair Oxygen Company Private Limited), among others. Our high level of integration has reduced product development costs and production time, which in turn has enabled us to offer a shorter and more reliable delivery cycle to our customers.

We continue to focus on backward integration to secure critical raw materials. We have acquired coal and iron ore mines in U.S., Mozambique and India. For details refer to "*Our Business — Mining Operations*". We believe that securing critical raw materials, either for sale in the global market or for direct use in our production, will help protect us from variations in raw material prices.

In 2017, we were accredited with level 5 (Highest in the Category) Total Cost Management ("**TCM**") Maturity Model Assessment by the TCM division of the Confederation of Indian Industry.

In November 2018 and November 2019, our Vijayanagar and Salem Works, respectively, were awarded the Deming Prize, which is considered globally as the highest award for quality management. It recognizes contributions to the field of total quality management and businesses that have successfully implemented total quality management.

Strong project execution capabilities

We believe we have a track record of successful project implementation by our in-house team as opposed to awarding turnkey contracts, resulting in cost savings, faster implementation and better quality control. We have a highly experienced project management team supported by a cross functional team with demonstrated experience of several expansion projects completed within the planned timelines and cost. We leverage our long-term relationships with key domestic and international suppliers, which enables us to achieve timely delivery at a competitive cost, thus ensuring smooth project implementation. Our strong project execution capabilities have been recognized by several significant awards, including the Prime Minister's Trophy for Excellence in Performance in fiscal year 2013 for Vijayanagar Works, and the "Best Integrated Steel Plant in India and the Steel Minister's Trophy" for fiscal year 2014. In 2015, we won the "Industry Leadership Award" at Platts Global Metals Awards for our achievements in the steel sector. In 2017, our Dolvi Works won the Prime Minister's Trophy for Maximum Incremental Improvement.

Skilled workforce led by an experienced management team

Our senior management team comprises members with diverse skills in manufacturing, sales and marketing, finance and supply chain management in the steel industry. Their extensive experience and understanding of the steel business have been instrumental in building a sustainable global operation. In order to create an environment conducive to retaining talent, a clear goal setting agenda is in place to create a leadership pipeline. To encourage employees to think beyond their individual targets, we have institutionalized innovation projects, creating an innovation portal to allow employees to generate and apply ideas that enable us to operate effectively. We continuously invest in building and enhancing our competencies and encourage employees to participate in sponsored learning programs. We believe that the mix of experience and diversity of our management team gives us the ability to successfully execute our business strategy.

Strategy

We aim to enhance our position as a leading global steel producer through the following strategies.

Selective growth through brownfield expansion and greenfield projects as well as inorganic growth

We intend to leverage our proximity to iron ore reserves and our existing logistics infrastructure to expand our production capacity at a low investment cost per ton. Our strategy is to maintain and grow our share of steel production in India, while locating the production of our finished products close to the markets in which they will be sold, in particular our value-added products. We intend to maintain our domestic and international market share through selective inorganic and organic growth. In the domestic market, we will continue to undertake brownfield expansions, which can be accomplished at a low specific investment cost per ton, as well as consider inorganic growth opportunities that are value accretive.

In 2016, we completed our brownfield expansions at Vijayanagar Works and Dolvi Works, increasing capacity from 10.0 mtpa to 12.0 mtpa and 3.3 mtpa to 5.0 mtpa, respectively, providing us with an overall capacity of 18.0 mtpa (including the 1.0 mtpa facility at Salem). The Group has embarked on additional capital expenditure programs to expand its capacities at its plants. The capacity at Vijayanagar Works is being expanded from 12.0 to 19.5 mtpa through brownfield expansion, setting up a 5 mtpa steelmaking facility through a wholly owned subsidiary, JSW Vijayanagar Metallics Limited, and other productivity enhancing initiatives. The capacity expansion project at Dolvi Works from 5.0 mtpa to 10.0 mtpa is nearing completion along with the 1 mtpa capacity at Salem, thereby bringing the overall domestic capacity to 30.5 mtpa in the next four years.

In addition, we have been exploring opportunities internationally. JSW Steel USA Inc. ("**JSW USA**"), one of our subsidiaries, is implementing a project to modernize its plate manufacturing facility. The project is to modernize its existing plate mill in two phases. The first phase has been commissioned.

Our Ohio facility, which was acquired in June 2018, commenced operations by restarting the existing electric arc furnace ("**EAF**") after a revamp was completed in December 2018. The Ohio facility presently comprises of a 1.5 mntpa EAF, 35 mva Ladle metallurgy furnace (LMF), 2.80 mntpa slab caster and a 3 mntpa hot strip mill ("**HSM**"). In order to improve yields, enhance production, reduce operating costs, the Ohio unit had to undertake a temporary shut down for revamp and modernization at a cost in excess of U.S.$40 million. The unit has since restarted operations in March 2021.

In May 2018, we had entered into a sale and purchase agreement with Cevitaly S.r.l through our subsidiary JSW Steel Italy SRL for the acquisition of 100.0% of the shares of Aferpi S.p.A (subsequently renamed JSW Steel Italy Piombino S.p.A ("**JSIP**")), Piombino Logistics S.p.A (subsequently renamed as Piombino Logistics S.p.A — A JSW Enterprise ("**PL**")) and 69.27%[1] of the share capital of GSI Lucchini S.p.A. The acquisition was completed on July 24, 2018. JSIP has a 1.3 mtpa capacity and manufactures rails, bars and wire rods. PL manages the infrastructure at the port of Piombino and the rail lines inside the JSIP plant. GSI Lucchini has a facility for the manufacture of forged steel balls used in grinding mills. We propose to utilize the competitive advantages of the port and rail infrastructure and the Lucchini brand name to strengthen our presence in the European markets. In the future, it is proposed to backward integrate the facility by setting up an electric arc furnace, subject to feasibility studies and economic viability.

Further diversification of our product profile and customer base

Rising consumer aspirations and the inevitable growth in infrastructure spending are significant macro trends in India. We believe that these trends will lead to an increase in demand for steel. We have moved quickly to create a portfolio of relevant value-added products in anticipation of this change. We further intend to increase our proportion of high margin value-added products in the product mix so as to better withstand steel price volatility, to offer a broad-based suite of products to meet the growing requirements of customers and facilitate import substitution. The share of value-added and special product ("**VASP**") sale was approximately 61% of consolidated sales volume as on June 30, 2021, which contributed to the increase in our margins.

We intend to increase our focus on the production of medium and high carbon steel, high tensile and high strength low alloy steel for the automotive sector, and API grade steel for the oil and gas sector. Aligned with this strategy, we completed the establishment of a new 2.3 mtpa cold rolling mill and a 0.2 mtpa non-grain oriented electrical steel facility at Vijayanagar Works in 2015. We believe these expansions allow us to address domestic requirements for high-grade electrical steel, which is primarily imported at

[1] The Group has since acquired the remaining 30.73% from minority investors for EUR 1 million on April 13, 2021.

present. We have further strengthened our position in the long product segment to address the growth in the domestic infrastructure and construction sectors with an additional 1.4 mtpa of bar rod mill at Dolvi Works in addition to the extra 1.2 mtpa added at Vijayanagar Works in fiscal year 2016. We have also diversified into the tinplate business in India with our acquisition of VTPL in April 2014. Further, we had initiated a project for setting up tin plate capacity of 0.50 mtpa (of which 0.25 mtpa has been commissioned) at our Tarapur Works to cater to the increasing demand for tinplate. As of the date of this Offering Memorandum, the Company has an annual cumulative installed capacity for tinplate of 0.35 mtpa which includes 0.1 mtpa of VTPL. In July 2019, the Company launched the 'JSW Platina' product line, which is premium tinplate targeted at the packaging industry.

We intend to further diversify our customer base, both within India and abroad. In India, we will continue to focus on developing the rural market, which we believe is less susceptible to economic cycles. To support this rural focus, we intend to further expand our rural distribution network by opening additional JSW Shoppe Connect outlets in rural parts of India. We also intend to expand our international sales outreach through inorganic growth opportunities. As at March 31, 2021, we had over 16,000 exclusive and non-exclusive retail outlets across India.

Focus on operational efficiency

We are a leader in using sustainable and eco-friendly technologies to drive growth, as well as reducing cost and increasing energy efficiency. We will continue to invest in new technologies to enhance our operational productivity and efficiency and shall continuously review and assess new technologies, such as improvements to the Corex process, replacing natural gas with coke oven gas for our DRI plant at Dolvi Works and the use of galvalume technology. Advanced technologies will continue to be adopted across our operations, ranging from power generation from waste gases and heat generated from our operations, non-recovery based coke making, using the beneficiation process to convert low grade iron ore and blending different varieties of coking coal for coke making, each of which improve operational efficiencies and reduce costs. We also attempt to minimize fresh water consumption by maximizing reutilization of treated waste water. We will continue our focus on reducing raw materials consumed per unit of steel produced by replacing virgin raw materials and recycling of waste.

Strengthening backward and forward integration

Backward integration and raw material security are key components of our future strategy. We believe that securing critical raw materials, either for sale on the global market or for direct use at our facilities, will help protect us from variations in raw material prices. In line with this strategy, we had acquired coal mines in the U.S. and Mozambique.

We have acquired 13 iron ore mines in India. For details refer to "*Our Business — Mining Operations*". We will continue to evaluate additional raw material assets that fit within our strategic criteria and intends to look for further opportunities in India and abroad to secure key raw material supplies and to reduce our cost of production by targeting strategic tie-ups and investments in new technologies to achieve further backward integration. Our captive iron ore mines contributed approximately 15% and approximately 35% and 42% of the total iron ore requirements in fiscal years 2020 and 2021 and Q1-FY2022 respectively. We further expect to procure higher proportions of our total iron ore requirement from captive sources in fiscal year 2022. We believe this will further enhance our raw material security and lead to integrated and efficient operations. We intend to strengthen our forward integration by expanding our retail outlets to sell higher value-added products, both within India and abroad.

The forward integration initiatives include setting up of a 0.5 mtpa tinplate mill at Tarapur (0.25 mtpa commissioned and balance expected during FY2023), a CRM/PLTCM expansion at Vijayanagar by 0.95 mtpa (a continuous galvanizing line ("**CGL**") of 0.45 mtpa commissioned and balance to be commissioned during FY2022), a 0.3 mtpa color coating line ("**CCL**") to be commissioned at Vijayanagar in FY2022, a 0.22 mtpa pre-painted galvalume steel line "**PPGL**") commissioned at Kalmeshwar in March 2021, a 0.25 mtpa color coating line ("**CCL**") in May 2021 and a 0.5 mtpa annealing line to be commissioned at Vasind/Tarapur during FY2022. We believe that such higher margin value added products business improves profitability, helps deliver relatively stable spreads through the cycle and ensures better retention of customers with scope for import substitution. The acquisitions of Aferpi S.p.A (subsequently renamed JSW Steel Italy Piombino S.p.A), Piombino Logistics S.p.A (subsequently renamed as Piombino Logistics S.p.A — A JSW Enterprise) and GSI Lucchini S.p.A formed part of our strategy in this direction. These entities are engaged in the manufacture of rail lines, hot rolled bars and wire rods. We believe that the acquisitions will give us an opportunity to strengthen our presence in Italy and other European markets.

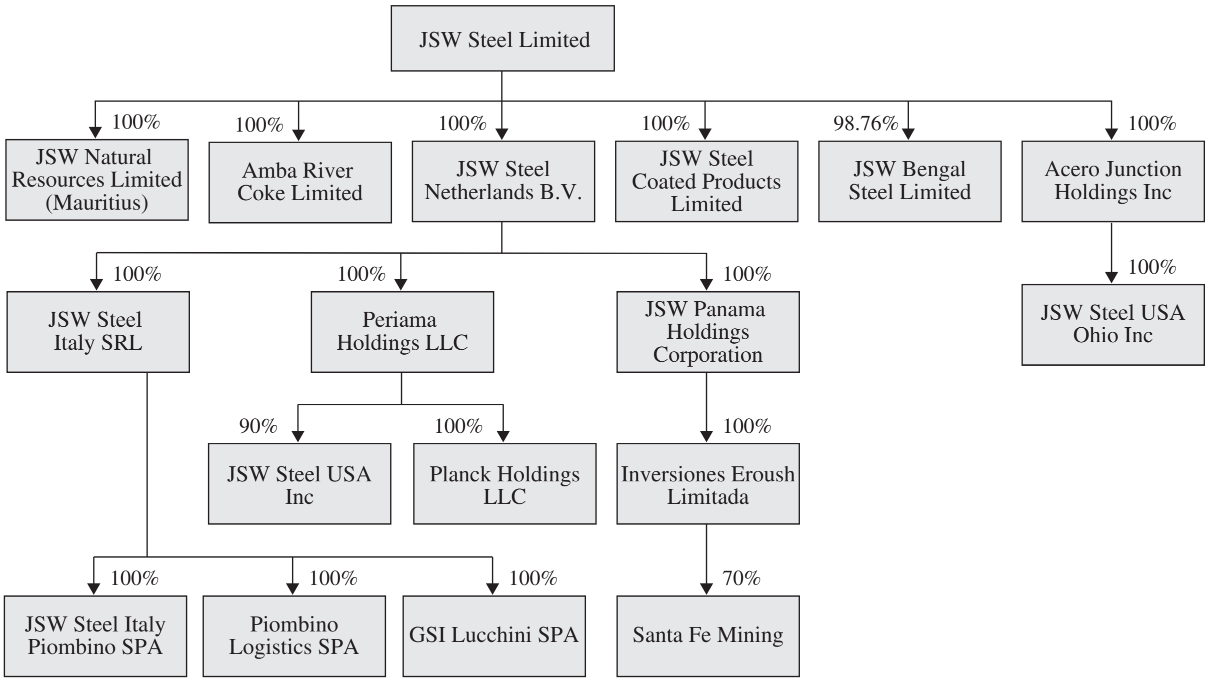
Financial discipline and focus on return profile

We operate in a capital intensive industry with a history of volatile prices. We therefore continuously seek to improve our financial profile as we believe a strong financial position will be critical to support our future growth. We maintain a strong focus on cost management and prudent investment in new projects. We have developed financial principles and business criteria to assess potential acquisitions and expansions. We intend to manage our capacity expansion, improve our debt maturity profile, and diversify our funding sources so as to capture market opportunities without taking on excessive risk.

For fiscal year 2021, we recorded total revenue from operations of Rs.798,392 million and profit for the year of Rs.78,729 million. For the three months ended June 30, 2021, we recorded revenue from operations of Rs.289,019 million (U.S.$3,888 million) and a profit for the period of Rs.58,995 million (U.S.$794 million). We had property, plant and equipment (including capital work in progress investment property and right-of-use assets) of Rs.967,868 million (U.S.$13,019 million) as at June 30, 2021.

Corporate Structure

The chart below shows a summary of our corporate structure as at June 30, 2021. This is a summary chart only and does not show all of our subsidiaries.



Notes:

(1) Periama Holdings, LLC is held 99.9%by JSW Steel Netherlands B.V. and 0.1% by the Company.

(2) Inversiones Eroush Limitada is held 94.9% by JSW Panama Holdings Corporation, 0.1% by JSW Steel Netherlands B.V. and 5.0% by the Company.

(3) JSIP and GSI Lucchini SPA are each held 0.1% by the Company.

Recent Developments

Impact of the COVID-19 pandemic

The world economy is presently suffering from the impact of COVID-19, which was first reported in December 2019. The virus spread throughout the world including to countries in which the Group operates or conducts business, primarily India, Italy and the United States. The World Health Organization declared COVID-19 a public health emergency of international concern on January 30, 2020 and subsequently as a pandemic on March 11, 2020. The COVID-19 pandemic continues to have adverse repercussions across the world. The governments of many countries, including certain of the jurisdictions in which the Group operates and conducts business, have reacted by instituting lockdowns, business shutdowns, quarantines and restrictions on travel. Businesses have also implemented countermeasures and safety measures to reduce the risk of transmission.

The pandemic has affected the Group in several ways including causing delays, postponement, scaling down or shutting certain business activities. For example, following the announcement of the first phase of the nationwide lockdown on March 24, 2020, we scaled down/suspended production across all facilities with a view to ensure the safety of our workforce across all areas of operations from then to late April 2020. Consequently, our capacity utilization had declined to 66% in the three-month period from April 1 to June 30, 2020 as compared to 89% in FY2020. The lockdown restrictions also severely constrained project activity and all sites were impacted due to non-availability of required manpower and materials due to restrictions on movement. We have also experienced shortage of foreign experts provided by technology and equipment suppliers due to international travel restrictions.

We continue to closely monitor the situation arising from the COVID-19 pandemic especially since there have been multiple instances of reoccurrence across the globe post relaxation of lock downs. India faced a second wave which has peaked in April/May 2021 with partial lockdowns being reinstituted. While the start of the vaccination campaigns globally has somewhat mitigated the potential risk on the Group's businesses, the ultimate impact will depend on a range of factors including the duration, severity, potential recurrence of the pandemic and the nature and severity of the measures that governments may adopt and the pace of vaccination programs. As a result of these uncertainties, the global financial markets could witness significant volatilities which may adversely affect the Indian economy, the Group, our business and financial condition, results of operations, prospects, liquidity, capital position, and credit ratings.

In response to the COVID-19 pandemic, we have identified key focus areas including leveraging digitalization to ensure business continuity, using digital tools to access markets, reducing cost base, maintaining continuity of our supply chains, emphasizing sustainability and maintaining robust balance sheet and liquidity management.

Issuance of equity/equity linked instruments

Our board of directors at their meeting held on May 21, 2021, and our shareholders at the annual general meeting held on July 21, 2021, have approved the issuance (in one or more tranches) of the following to qualified institutional buyers (as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018):

(i) non-convertible debentures with attached warrants exchangeable/convertible into our equity, for an amount of up to Rs. 70,000 million, inclusive of such premium as may be approved by our board; and/or

(ii) equity shares and/or fully convertible debentures/partly convertible debentures/optionally convertible debentures or any other convertible securities (other than warrants) for an amount of up to Rs. 70,000 million, inclusive of such premium as may be approved by our board.

Rights Issue

Our board of directors at their meeting held on May 21, 2021 approved the issue of equity shares on a rights basis to its existing shareholders. Our board also authorized the "finance committee", a sub-committee of the board, to decide the terms and conditions of the issue including entitlement ratio, issue price, record date, timing and other related matters.

Dividends

Our board of directors had recommended a dividend of Rs.6.50 per equity share for the year ended March 31, 2021. Our members have approved the same at the annual general meeting held on July 21, 2021.

Revised credit rating and outlooks

Fitch Ratings, vide its release dated May 19, 2021, has reaffirmed our "Issuer Default" Rating and "Senior Unsecured Debt" rating at "BB-" and revised the outlook to "Positive" from "Negative". Similarly, CARE Ratings, vide its release dated July 7, 2021, has upgraded our Issuer rating to "AA" from "AA-". The outlook has been retained as "Stable". The short term ratings have been retained as "A1+". Similarly, ICRA vide their release dated August 23, 2021 have upgraded our rating for Long Term Bank Facilities and Non-Convertible Debentures to ICRA AA, Stable Outlook from ICRA AA-, Positive Outlook. They have also reaffirmed the ratings for the Short Term Bank facilities and Commercial Paper at ICRA A1+.

Fund Raising/Redemptions

In May 2021, we raised Rs.10.00 billion by issue of listed, secured, redeemable, non-convertible debentures with a coupon of 8.76% for a tenor of 10 years (maturing on May 2, 2031).

We also exercised a call option in May 2021 in respect of listed, unsecured, redeemable, non-convertible debentures of Rs.10.00 billion with a coupon of 8.50% with an exercise date of June 15, 2021. We have since redeemed the said debentures.

Agreement with ATI

Our U.S. subsidiary, JSW Ohio, signed a long-term agreement with ATI Flat Rolled Products Holdings, LLC. ("**ATI**") for the conversion of carbon steel slabs manufactured at its facility at Mingo Junction, Ohio into hot rolled coils at ATI's facility at Brackenridge, PA. The agreement expands JSW Ohio's ability to supply high quality hot rolled products to its U.S. customers and is in line with its strategy of increasing market share of "melted and manufactured in the U.S." products. Securing access to ATI's facility, enables JSW Ohio to produce materials that maintain high-strength at high temperatures. At the same time, ATI can improve the capacity utilization of its highly automated facility and generate a reliable source of operating cash flow.

Electrical Steel sheet JV

The Company signed a Memorandum of Understanding to conduct a Feasibility Study with JFE Steel Corporation, to establish a Grain Oriented Electrical Steel Sheet joint venture in India. The study is expected to be completed by 2021. Grain oriented electrical steel exhibits excellent magnetic properties making it ideal for the iron cores of Power Transformers. In view of the steadily increasing demand for electric power, the growing adoption of renewable energy and the electrification of automobiles, continued growth is forecasted in India and globally for grain-oriented electrical steel sheet primarily used in transformers.

GreenPro Certification

We are one of the steel companies in India to have received the GreenPro certification from Confederation of Indian Industry ("**CII**"). GreenPro is a Type 1 Ecolabel that helps end users to identify sustainable products and technologies.

Investment in Paints & renewable energy business

Our board of directors has approved a strategic investment of Rs.7.50 billion in JSW Paints (P) Limited ("**JSW Paints**"), a company owned by our promoters. The investment would be made in tranches during FY2022 to FY2025. In the first tranche, we have proposed to make an investment of Rs.3.00 billion for a 6.88% stake on a fully diluted basis. JSW Paints is engaged in the business of manufacture of industrial and decorative paints. The investment is strategic in nature and shall provide a steady source of paint supply for our color coated business. Further, the retailers of JSW Paints can enhance our retail footprint.

JSW Energy Limited, a related party is incorporating SPVs for setting up 958 MW of renewable power projects across three states. In line with its vision to increase the share of renewable power in our overall power requirements, our board has approved entry into a power purchase agreement for procurement of wind and solar power with these SPVs. A captive power plant enjoys incentives in the form of waiver of cross subsidy surcharge. In order to qualify as a captive unit, the procurer needs to hold 26% equity in the power supplier. Accordingly, we will invest Rs.4,450 million (equivalent to 26%) in SPVs to be set up by JSW Energy Limited in various states in which our plants are located.

Acquisition of high grade steel plates and coils business of Welspun Corp Limited

We have completed the acquisition of the business of manufacturing high-grade steel plates and coils ("**PCMD**") from Welspun Corp Limited for a consideration of Rs.8,485 million subject to closing adjustments towards net working capital, on March 31, 2021. The consideration was paid on a deferred basis. The final tranche was paid on July 23, 2021. Further, an amount of Rs.15 million was paid to Welspun Corp Limited on June 8, 2021 for the purchase of a parcel of land pertaining to the PCMD Business.

Target for CO_2 emission reduction

The Business Responsibility/Sustainability Reporting Committee of our Board of Directors, vide its resolution dated August 19, 2021 has set a target of achieving CO_2 emissions of 1.95 tCO_2e per tonne of crude steel produced, by Fiscal 2030, which is a 23% reduction from FY20 and 42% reduction from the base year of 2005. The target set for CO_2 emissions includes direct emissions (Scope 1) and energy indirect emissions (Scope 2) from its operating integrated steel plants at Vijayanagar, Dolvi and Salem and follows the Sustainable Development Scenario ("**SDS**") pathway for Indian Steel Industry as proposed by the International Energy Agency ("**IEA**") Iron and Steel Technology Road Map with an objective to reduce 60% of CO_2 emissions by 2050.

Fund raising at JSW Ohio

JSW Ohio, one of our subsidiaries, has raised long term funds amounting to U.S.$40 million with a tenor of more than 30 years in the municipal bond markets in the USA at a coupon of 3.50%. The Jefferson County Port Authority ("**JCPA**"), a port authority, and a body corporate and politic organized and existing under the laws of the State of Ohio has issued special, limited obligations bonds, the proceeds of which will be utilized for extending a loan to JSW Ohio. The bonds will be repaid out of proceeds from repayment of loan received from JSW Ohio and the bondholders will have no recourse to JCPA. We have provided a guarantee on behalf of JSW Ohio, which will be utilized to secure the repayment of the bonds. The proceeds of the loan are proposed to be utilized for the purpose of refinancing/reimbursing, in whole or in part, the cost of (1) the modernization of an electric arc furnace ("**EAF**"), consisting of automation and upgrade of the existing EAF at the steel manufacturing facilities located in the Village of Mingo

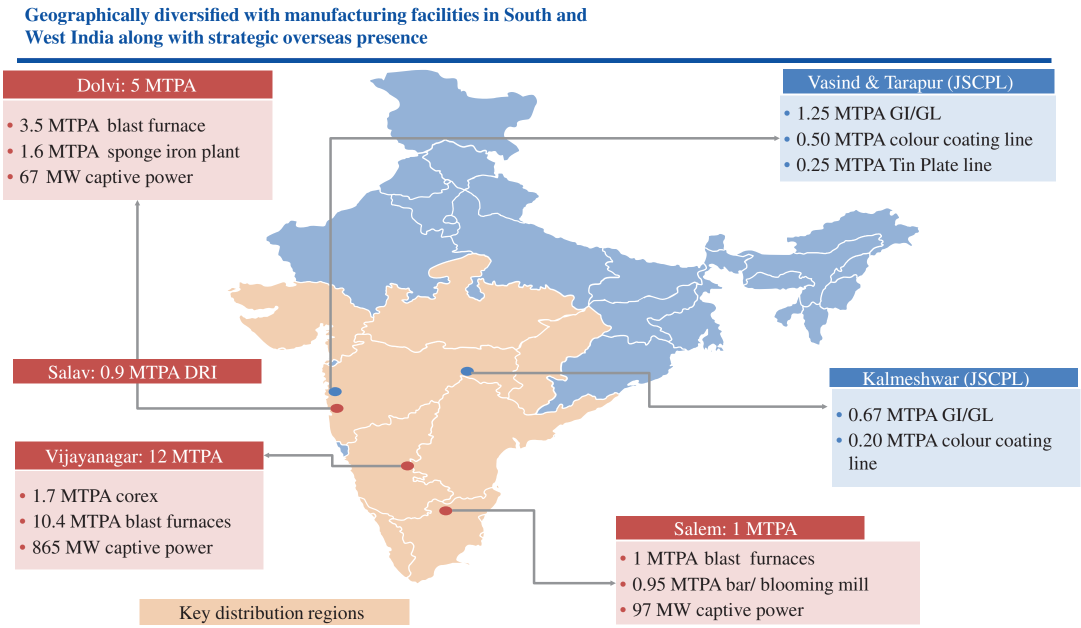
Junction, Jefferson County, Ohio and (2) the caster modernization including the installation of a Level 2 automation system to allow for the production of higher quality steel slabs at the Facility.

Production volumes

For Q1-FY2022, our crude steel production (standalone) was 4.10 mt with the capacity utilization of 91% as compared to 4.19 mt in Q4-2021 (93% utilization). The lower utilization was due to shortage of oxygen which was diverted for medical purposes across India. The total global production volumes (including Indian and US operations) of the Group were 5.07 mt and 4.33 mt during the same period. For the month of July 2021, the production was 1.38 mt.

Facilities

The following map shows the locations of our key operating facilities in India:



Vijayanagar Works

Vijayanagar Works is an integrated steel plant with 12 mtpa capacity. It is our flagship plant and uses the Corex process, the first in India to do so as well as the conventional blast furnace route to achieve efficiency in conversion cost. Vijayanagar Works houses India's largest auto-grade steel facility with a capacity of 2.3 mtpa. It is also the only steel plant in India with pair cross technology and a twin-stand reversible cold rolling mill.

Raw material processing	• Beneficiation — 3,500 tph
	• Pellet plant — 9.2 mtpa
	• Sinter plant — 12.95 mtpa
	• Coke oven plant — 3.4 mtpa
Iron and steel making	• Corex — 1.7 mtpa
	• Blast furnace — 10.4 mtpa
	• Slab caster — 9.0 mtpa
	• Billet caster — 3.0 mtpa

Rolling and value addition	• Hot strip mill — 8.2 mtpa • Cold rolling mill — 3.13 mtpa • Wire rod — 1.8 mtpa • Rebar mill — 2.2 mtpa • Galvanizing/galvalume — 0.45 mtpa

Vijayanagar Works has captive power generation capacity of 865 MW capacity. It is well connected to the Goa and Chennai ports to facilitate the import of raw materials and export of finished products. It also has a lime calcination plant hosting eight kilns, each with 300 tpd capacity, and three kilns, each with 600 tpd capacity. We have set up a pipe conveyor system with a 20 mtpa capacity (phase 1 with 10 mtpa capacity is operational). This is an environment friendly system and will reduce transportation costs of iron ore. In addition, Vijayanagar Works has tie-ups for utilities with Bellary Oxygen Company Private Limited and wholly owned subsidiary JSW Industrial Gases Private Limited (previously known as JSW Praxair Oxygen Company Private Limited) and Praxair India Pvt. Ltd.

Expansion and Development Projects

The following are our key planned projects:

- Out of the two lines of 0.45 mtpa each of construction grade galvanized products proposed to be set up, one line was commissioned during the fourth quarter of FY2021 and the second CGL is expected to be commissioned by FY2022;
- the 8 mtpa pellet plant at Vijayanagar has been commissioned and a trial run is in progress;
- revamp and upgrade of BF-3 at Vijayanagar to 4.5 mtpa, along with associated auxiliary units is under implementation;
- augmentation of existing hot strip mill by 0.3 mtpa under way;
- set up 0.3 mtpa color coated line at CRM-1 by the second half of the fiscal year 2022;
- set up of a pipe conveyor system with a capacity of 20 mtpa (phase 1 with 10 mtpa capacity is operational). This solution will be environment friendly and reduce transportation costs of iron ore;
- set up 3.0 mtpa coke oven with expected commissioning of 1.5 mtpa in the second half of the fiscal year 2022 and balance 1.5 mtpa to support the 5 mtpa steel making expansion, phased commissioning from FY2023;
- augmenting 1 mtpa crude steel capacity at Vijayanagar; and
- expansion of steel making capacity by 5 mpta at Vijayanagar in a wholly owned subsidiary expected to be completed by end of FY2024 at a cost of Rs.150.00 billion.

Salem Works

Strategically located near Chennai, Salem Works has a steel production capacity of 1 mtpa. The unit is India's leading producer of alloy steel in the long products category, with major products including special grade steel used in gears, crank shafts and bearings for the automotive sector. Its products have received approvals from major Indian automotive original equipment manufacturers.

Raw material processing	• Sinter plant — 1.26 mtpa • Coke oven plant — 0.51 mtpa

Iron and steel making	•	Blast furnace — 1.0 mtpa
	•	Billet/Blooms caster — 1.0 mtpa
Rolling and value addition	•	Bar rod/Blooming mill — 0.95 mtpa

Salem Works has a 97 MW captive power plant. It is well connected to the Chennai port. In addition, it has a captive oxygen gas plant.

Dolvi Works

Located on the western coast of India, Dolvi Works has a steel production capacity of 5.0 mtpa. The unit caters to customers in the automotive, industrial and consumer durables sectors. Dolvi Works is the first plant in India to adopt a combination of Conarc technology for steelmaking and compact strip production for producing hot rolled coils, providing the unit with flexibility to use a combination of solid charge and liquid hot metal.

Raw material processing	•	Sinter plant — 5.3 mtpa
Iron and steel making	•	Blast furnace — 3.5 mtpa
	•	Sponge iron plant — 1.6 mtpa
	•	Twin Shell Conarc — 5.0 mtpa
Rolling and value addition	•	Hot strip mill — 3.5 mtpa
	•	Billet Caster — 1.5 mtpa
	•	Bar rod mill — 1.4 mtpa

Dolvi Works has a 67 MW captive power plant and also has a long-term power purchase agreement with JSW Energy Limited, a Group company. It has a captive jetty as well as railway siding which connects the unit directly with India’s railway network. Dolvi Works also has a lime calcination plants aggregating 1200 tpd capacity. In addition, Dolvi Works has a long-term agreement with JSW Techno Projects Management Limited (“**JTPML**”), a Group company, for supply of industrial gases.

Expansion and Development Projects

The steelmaking capacity at Dolvi Works is being increased from the existing 5.0 mtpa to 10.0 mtpa. The major facilities being set up for the 10.0 mtpa stage are:

- 4.5 mtpa Blast furnace with 5.0 mtpa Steel Melt Shop;
- 5.0 mtpa Hot Strip Mill; and
- 3 mtpa coke making capacity — Phase 1 with 1.5 mtpa is operational.

In addition, two captive power plants with combined generation capacity of 235MW are being established at Dolvi Works. Further, the 8 MTPA Pellet Plant-2 and HR Plate production at the new 5 MTPA Hot Strip Mill facility have commenced in fiscal year 2021. The fully integrated operations are expected to commence from September 2021.

Vasind Works, Tarapur Works and Kalmeshwar Works

JSW Steel Coated Products Limited, our wholly owned subsidiary, includes the manufacturing facilities of Vasind Works, Tarapur Works and Kalmeshwar Works, all in the state of Maharashtra. It is focused on manufacturing JSW branded value-added steel products and has the largest coated products production facilities in India. Its galvanized products are market leaders both domestically and abroad. Vasind Works was the first facility in India to commission a color coating line to cater to the fast growing appliance industry. Tarapur Works specializes in manufacturing ultra-thin coated products. Meanwhile, Kalmeshwar Works has a state-of-the-art hot rolled galvanizing line to cater to the pre-engineered building industry.

Processing	• Cold rolling mill — 2.56 mtpa • Galvanizing/galvalume — 3.1 mtpa • Color coating line — 1.25 mtpa • Tin plate line — 0.25 mtpa

With respect to raw materials, JSW Steel Coated Products Limited obtains its hot rolling coils from us. Zinc, aluminum and silicon are either procured locally or imported from abroad. Paint is procured from leading paint producers in India. Further, we are expanding our tin plate capacity by 0.25 mtpa at our Tarapur Works to cater to the increasing demand for tinplate.

Expansion and Development Projects

The modernization cum capacity enhancement projects include:

- second tin plate line with additional capacity of 0.25 mtpa at Tarapur expected to be commissioned by FY2022-23;
- pre-painted Galvalume Line (PPGL) at Kalmeshwar by 0.22 mtpa, commenced production with first coil in March 2021;
- setting up of a new 0.5 mtpa continuous annealing line at Vasind by FY2022; and
- installation of a new 0.3 mtpa color coated line at Rajpura (Punjab).

We are in the process of setting up a 0.12 mpta color coated facility in our steel facility in Jammu & Kashmir.

Baytown, Texas, U.S.A.

JSW Steel (USA) Inc.'s plate and pipe mill facility is located in Baytown, Texas, 30 miles east of Houston, on a 650 acre complex. The facility was acquired by us in November 2007.

Processing	• Plate mill — 1.2 mntpa • Pipe mill — 0.55 mntpa

JSW Steel (USA) Inc. is implementing a project for the modernizing of its plate manufacturing facility. The project initially included a modernization of the existing plate mill in two phases. The first phase has been completed.

Ohio, U.S.A.

In June 2018, we acquired a steel making facility in Ohio, U.S.A. This facility presently comprises a 1.5 mntpa EAF, 35 mva LMF, 2.80 mntpa slab caster and a 3.0 mntpa HSM. The facility is expected to provide access to the North American steel market. JSW Ohio. commenced operations at the facility in December 2018. However, in order to improve yields, enhance production and reduce operating costs, the Ohio operations had to undertake a temporary shut down for revamp and modernization at a cost in excess of U.S.$40 million. The Ohio facility has since restarted operations.

Facilities under development

We had announced a few greenfield projects in the states of West Bengal, Jharkhand and Odisha. We are not certain when they will become fully operational. See "*Risk Factors — Risks Relating to the Group — We may not be able to successfully implement, sustain or manage our organic growth strategy*".

JSW Bengal Steel Limited ("JSW Bengal Steel")

As a part of our overall growth strategy, we had planned to set up a 10 mtpa capacity steel plant in phases through our subsidiary JSW Bengal Steel Limited. However, due to uncertainties in the availability of key raw materials such as iron ore and coal after the cancellation of the allotted coal blocks, the implementation of the said project is currently put on hold.

JSW Jharkhand Steel Limited

JSW Jharkhand Steel Limited was incorporated in relation to the setting up of a 10 mtpa capacity steel plant in Jharkhand. We are procuring the various approvals and clearances for the project.

JSW Utkal Steel Limited

JSW Utkal Steel Limited was formed for setting up an integrated steel plant with a capacity 12 mtpa and a 900 mw captive power plant in Odisha. We are in the process of obtaining necessary approvals and licenses for the project.

JSW Vijayanagar Metallics Limited ("JVML")

The new 5 mtpa expansion at Vijayanagar will be housed in a wholly owned subsidiary, JVML. The proposed plant shall be based on Blast Furnace – Basic Oxygen Furnace ("**BF-BOF**") route with appropriate auxiliary facilities. The project is proposed to be set up adjacent to the existing 12 mtpa integrated steel plant facility of JSWSL at Toranagallu, Dist. Bellary, Vijayanagar, Karnataka.

Products

Steel products can be broadly classified into two basic types according to their shape: flat products and long products. The following table lists our various products as well as their principal uses/markets:

Class of Products	Principal End Usage/Market Segments
MS Slabs	Hot Rolled Coils
Hot Rolled Coils/Sheets/Plates	Cold Rolling & Galvanizing Drawing & Press Forming Electrical Stampings & Forming Welded Tubes & Pipes Line Pipes Structural & General Engineering High Tensile Structural Applications Chequered Sheets & Plates for Structural Use HSLA Grade for Automobile LPG Cylinders Boiler Tubes & Pressure Vessels Medium Carbon Steel Corrosion Resistant Steel
Cold Rolled Coils/Sheets	Automobile White goods Cold rolled formed sections Drums & Barrels Furniture
Cold Rolled Electrical Steel	DG Set Alternators FHP Motors Fans Pump Motors Generators Auto Electricals and Small Transformers Hermetically Sealed Compressors Industrial Motors Domestic appliances
Galvanized Product	**Structural Grades** Roofing & Cladding Ducting **Commercial, Forming and Drawing Grades** Boxes Coolers Furniture Heat Plates Solar Heating Panels Electrical and Light Fittings Agricultural Equipment Sandwich Panels Automotive HVAC
Class of Products	Principal End Usage/Market Segments

Class of Products	Principal End Usage/Market Segments
Color Coated Product	Roofing & Cladding Consumer Goods Furniture Electrical and Light Fittings Agricultural Equipment Sandwich Panels
Tin Plate	Containers of beverages, foodstuffs, oil, grease, paints etc.
Steel Billets and Bloom	Automobile
Long Rolled Products	General Engineering Infrastructure & Construction Housing & Real Estate Cold drawing Cold forming Spring applications Welding Wire Ropes Tools Heat Treatment Machining Bearings Irrigation Defense Automotive Railways Oil & Gas

At present, our Indian operations have an installed crude steel production capacity of approximately 18 mtpa, which comprises 12.5 mtpa (approximately 70% of the capacity) of flat products and 5.5 mtpa (approximately 30% of the capacity) of long products.

Sales and Marketing

Our diversified product range is supported by a widespread sales and distribution network throughout India. We distribute our products in the domestic market by selling directly to customers, wholesale traders and stock points. In the export markets, we use a combination of direct sales to customers and sales to international trading houses. Some of our key marketing initiatives in India include widening our product mix, substituting steel imports in India, focusing on retail and expanding our domestic reach in rural and semi-urban areas.

We have extended our marketing reach on a pan-India basis by adding to our existing dealer-base, expanding the number of JSW Shoppe outlets and entering new locations. While the JSW Shoppe outlets are primarily focused on urban and semi-urban areas, we have also launched JSW Explore outlets that cater to metro and urban areas. We have also conceptualized JSW Shoppe Connect outlets to cater to semi-urban and rural areas. Through JSW Shoppe, JSW Explore and JSW Shoppe Connect, we expect to effectively cater to all segments of the retail steel market in India. These JSW-branded outlets provide direct customer interaction and showcase our products. We intend to continue expanding our domestic presence through the JSW Shoppe distribution channel. Each category of our retail outlets has been designed with specific delivery and service objectives as explained below, to increase customer focus and market presence:

- *Target areas*: Metro and urban areas

- *Key features*: Just-in-time service solutions for customers with in-house profiling lines and value-added services; franchisee model

- *Service focus*: Multiple product service center for steel solutions

JSW Shoppe

- *Target areas*: Urban and semi-urban areas

- *Key features*: Retail steel distribution

- *Service focus*: Steel distribution, with emphasis on enhanced customer experience

JSW Shoppe Connect

- *Target areas*: Semi-urban and rural areas

- *Key features*: Small retail format; linked to JSW Explore and JSW Shoppe

- *Service focus*: Focus on sales to end customers and medium and small enterprises, with a focus on rural areas

We have adopted the following service focused initiatives to maintain and improve our customer relationships and sales revenue:

- consistent product quality and timely deliveries enabling a long-term business relationship with customers, both in the domestic and international markets;

- positioning ourselves as a leading domestic supplier of flat and long steel products and a leading strategic exporter of coated products;

- leveraging our plants' geographical advantages to increase market share strategically in the Southern and Western regions of India; and

- appointing dedicated application engineers at key locations to help service client requirements and redress queries with speed.

Promotional Activities

To popularize steel consumption in India, we organize training programs across the country. Our promotional activities also include interaction with retailers and meetings with distributors across the country recognizing high performers. We have focused on enhancing our domestic retail presence and undertook a number of marketing and branding initiatives.

Sales and marketing offices

We currently have sales and marketing offices in major cities in India, including Ahmedabad, Bangalore, Chennai, Hyderabad, Mumbai, New Delhi, Indore, Faridabad, Ludhiana, Jaipur, Kolkata, Pune, Guwahati, Patna, Coimbatore, Noida, Kanpur, Kochi, Nagpur and Rudrapur. Our sales and marketing offices are responsible for:

- exploring regional market potential in India and providing feedback to the head office in Mumbai for future business planning;

- translating potential customer demand into sales;

- co-ordinating production schedules to ensure timely sales order execution;
- ensuring timely receipt of payments from customers; and
- customer visits to provide after sales service.

Material Procurement

Material movement, both inbound and outbound, is critical for ensuring the timely receipt and delivery of raw materials and finished products. The majority of materials are transported by rail. Raw material inputs, such as iron ore, coal, limestone and dolomite, are primarily moved in rakes. We have a robust logistics management infrastructure in place to manage large volumes.

Raw material sourcing

Over the past few years, we have instituted a strategy of diversifying our raw material sources. As a result, we believe we can strike the right balance between sourcing key raw materials and optimizing input blend and cost.

With the pricing mechanism in world coking coal markets shifting from annual to quarterly to monthly to index, we have had to alter our buying pattern ratio of periodic and spot material to remain competitive. We now analyze market dynamics to maximize cost benefits without compromising on technical specifications. Similar developments have been witnessed in sourcing thermal coal and other products. For example, new sources of thermal coal reduced single source dependency and unit cost of power generation.

Coal blend stabilization is achieved by rationalizing carbon bearing material and improving input quality in coke ovens. This leads to a reduction in the cost of production and decreases the overall consumption of coking coal. With the introduction of new sources of imported raw material, strategic sourcing has achieved goals such as uninterrupted production, controlled inventory levels, diversified risks, reduced costs and enhanced bargaining strength.

Iron ore procurement remains a key area of focus. Given our upcoming capacity expansions, our requirement for iron ore is expected to grow. To this end, it developed sources in Odisha, establishing reliable infrastructure and iron ore sources for Dolvi Works and Salem Works. To address uncertainties in iron ore supply, we have relied on in-house beneficiation technology to transform low grade iron ore into higher grade usable inputs. Our captive iron ore mines contributed approximately 15% and approximately 35% and 42% of the total iron ore requirements in fiscal years 2020 and 2021 and Q1-FY2022 respectively. We further expect to procure higher proportions of its iron ore requirements from captive sources in fiscal year 2022.

We incur significant logistic costs to source the bulk raw materials. We have taken various initiatives across plants to optimize logistic costs. In 2016, we won the "National Award for Supply Chain and Logistics Excellence" under the steel industry category by the Confederation of Indian Industry.

Energy Management

Energy management plays an important role towards the successful functioning of our plant operations. Our energy management procedures involve utilizing heat generated in our operations and processing gases to minimize fossil fuel consumption. Considering the volatility in fuel costs, we have introduced a comprehensive energy management program, encompassing strategies for steam, fuel, special gases and heat.

The Bureau of Energy Efficiency in India awarded the second prize in the National Energy Conservation Award 2016 to our Vijayanagar Works in the Integrated Steel Sector and Kalmeshwar in the Steel

Re-Rolling Mills Sector. Confederation of Indian Industry in National Award for Excellence in Energy Management 2017 awarded our Vijayanagar Works in the Integrated Steel Sector and Tarapur Works as an Excellent Energy Efficient Unit.

Quality Control

Our quality assurance procedures focus on process controls as well as periodic inspections. Our quality assurance procedures have been designed to ensure that teams of qualified personnel monitor the various stages of the production process. These procedures include monitoring the quality of raw materials and quality control checking at each stage of the production process to ensure that finished steel products meet customer requirements.

Our manufacturing locations are also equipped with modern laboratory equipment to allow for regular analysis of samples from the production plants to check product composition and ensure product specifications. As a result of our quality assurance monitoring, we are able to maintain a low level of non-conforming products and have been able to make continuous improvements in product quality. Each of Vijayanagar Works, Vasind and Tarapur Works and Salem Works has been granted ISO certification. In November 2018, our Vijayanagar Works was awarded the Deming Prize, which is considered globally as the highest award for quality of management. It recognizes contributions to the field of total quality management and businesses that have successfully implemented total quality management.

Project Construction

We engage third-party contractors to provide various services, such as construction, building and plant and property fitting-out work and other ancillary services. Contractors are selected by way of a negotiated tender process, in which due consideration is given to previous track record, demonstrated expertise, pricing and completion schedules.

The construction contracts have various warranties from the construction companies regarding quality and timely completion of the construction. The contracts require the construction companies to comply with Indian laws and regulations on the quality of construction products as well as the standards and specifications stipulated in each contract. The contractors are also subject to our quality control procedures, including examination of materials and supplies, on-site inspection and production of progress reports.

Contractors' fees are paid in installments according to construction progress. In the event of delay in construction or unsatisfactory quality of workmanship, we have the right under the contracts to withhold payments to contractors or require contractors to pay a penalty or provide for other remedies to recover losses.

We have not had any major disputes with any of our construction contractors in the past.

Research Development and Innovation

Our research and development activities are focused mainly on process improvements, development of new processes and products, energy optimization, waste utilization and conservation of natural resources. Initiatives towards plant process improvements include beneficiation of iron ores and banded hematite quartz as well as agglomeration. We also developed new processes, such as mill scale briquetting and micro-pelletization, for recycling process wastes, including coal fines, mill scale and other iron bearing material. To enhance waste utilization, solutions for using granulated slag in road and building construction were also developed. During 2015, our research and development team initiated the promotion of industry-academic partnership through collaborative projects with leading academic and research institutes in India such as CSIR-NML Jamshedpur, IIT Bombay, IIT Madras, IIT Kharagpur, IISc Bangalore, NIT Surathkal, NCCBM Ballabhgarh, CSIR-IMMT Bhubaneswar and BITS Pilani. In addition, we initiated an international collaborative research program with BASF, Germany to develop special purpose reagents for iron ore beneficiation.

Intellectual Property

The "JSW" brand is owned by JSW Investments Private Limited ("**JSWIPL**"). We had entered into licensing agreements with JSWIPL for the use of the "JSW" brand in consideration for a brand royalty fee.

The table below shows our patents and copyrights by location as at June 30, 2021:

Location	No. of Patents Filed	No. of Copyrights
Vijayanagar	155	59
Salem	12	—
Dolvi	42	1
Total	**209**	**60**

Digitalization

We have always believed in leveraging advanced technologies to maximize efficiencies and service levels. We have recently launched a group-wide digitalization journey, with over 6,000 employees being engaged in the cultural transformation across more than 100 projects. These projects cover a range of Industry 4.0 technologies such as IoT, Artificial Intelligence, Machine Learning, Virtual Modeling & Simulations, all of which are focused on helping us optimize our cost profile, integration across our sites, value-addition of grades, customer satisfaction levels, and safety standards. A few key projects being implemented at the backend include digitalizing our advanced planning systems, logistics operations and mining activities. In addition, core support functions such as finance and HR are seeing end-to-end digital transformation. At the front-end, we are creating platform based solutions such as Aikyam to offer institutional customers an integrated experience as part of our JSW One initiative.

Digital as a platform is being piloted to detect, analyze and generate insights on real-time safety anomalies — real time alerts on non-adherence of SOPs, automated reporting, etc. A new safety mobile app has been launched for safety observations ("**SOs**") and incident tracking. The sites use digital tools for safety inspection to enable tracking of findings and closure rate of gaps.

Sustainability

The Group is committed to its environmental, social and governance ("**ESG**") goals to create sustainable long-term value for all its stakeholders. With sustainability at the core of the Group's corporate strategy, the Group strives to be a force for good, driven by responsible business conduct that enhances the lives of communities and nurtures the environment.

It is the Group's sustainability vision that it is able, both now and in the future, to demonstrably contribute in a socially, ethically and environmentally-responsible way to the development of a society where the needs of all are met, and to do so in a manner that does not compromise the ability of those that come after to meet the needs of their own, future generations.

The sustainability is supported with a framework that is based on 17 focus areas across the ESG facets. The Framework and focus areas are formulated following detailed examination of globally and nationally relevant guidelines and frameworks, including NGRBC, SDG, UN Global Compact, OECD, ISO, IFC — that apply to our operations. All the sustainability interventions broadly fall under the chosen focus areas and each one of them is underlined with an official policy from the Company.

We are committed to providing a healthy and safe working environment for our employees, contractors, business associates, visitors on premises, and above all communities impacted by our operations. To achieve our zero harm vision, we have stringent safety systems in place. These processes are to a large extent tech-enabled and leverage real-time data, and are guided by the principle of shared responsibility. From a governance standpoint, our senior management, along with key plant personnel, assumes overall accountability for ensuring that the appropriate safety policies, procedures and safeguards are put into practice.

The key safety initiatives and processes at JSW are —

- Robust safety performance monitoring and management
- Safety Training
- Group Safety Online Application
- JSW 10 Critical Safety Rules
- Centre of Excellence ("**CoE**") in process safety
- Contractor assessment and rating for excellence in safety
- Health and Safety Governance
- Employee involvement in health and safety improvements

To eliminate high-risk scenarios and regulate safety practices at scale, we have extended our digitalization drive to our safety practices. This has helped create a safer working environment for our employees and contractors. The Lost Time Injury Frequency Rate ("**LTIFR**") in FY21 was 0.26 which is on a reducing trend and we will endeavor to achieve excellence in our safety practices and parameters at our operations.

Our approach towards achieving environmental excellence is based on maximizing the positive impacts while minimizing the negative effects that our operations have on the environment. The Company is committed in its efforts to reduce its carbon footprint and formulated a "Climate Action Group" to carry out climate change related interventions. The Company's CO2 emission reduction targets are in line with INDCs (India's Nationally Determined Contributions). The Company has endorsed the Declaration on Climate Change announced by the Ministry of Environment, Forests, and Climate Change ("**MoEFCC**"), Government of India ("**GOI**"). The endorsement underlines the pivotal role of the private sector in creating low-carbon and sustainable economies without compromising collective and holistic growth aspirations of the nation. The Company is in the process of implementing plans to increase usage of renewable energy in its operations. The Company's research and development team is working on initiatives to reduce the metallurgical coal usage in its blast furnaces and also on new steel products for an improved world. The Company has developed Environment Product Declarations (EPDs) for its products (Hot Rolled Coil and Cold Rolled Coil (Annealed) products) to provide transparent disclosures of its product footprint. In similar lines, innovative technologies have been implemented to recover iron from the waste slime generated, thereby reducing consumption of iron ore. Minimization of waste generation and responsible disposal of generated waste are the basic requirements for all operational sites. Formulation of a Technical Working group on waste management reflects the Company's commitment towards transitioning to a Zero Waste to Landfill aspiration. The Company's approach to the circular economy has set new industry benchmarks with slags being converted as raw material for cement manufacturing, sand making, and road building. With such initiatives and novel applications of waste material, the Company constantly challenges itself to achieve better circularity in its operations. The JSW Group initiated a single-use plastic ban across all its manufacturing locations in 2019 with a vision to reduce its plastic footprint. The Company carries out periodic monitoring of stacks and, through various innovative technologies, ensuring that the dust, SOx and NOx emissions remain well within permissible limits. The Company's endeavor is to minimize freshwater consumption by increasing efficiency of the operations while maximizing the use of treated wastewater. The Company has successfully achieved Zero Liquid Discharge at all its major manufacturing locations. The infrastructural prowess of the Company is effected by its recently established pipe conveyor of approximately 24 kms to enhance iron ore transportation from the mines to the Vijayanagar plant, resulting in significant reduction of carbon emissions (by 3.86 kg CO_2 per tonne of iron ore transported), dust and local nuisances that may affect community life around the site. With a capacity of transporting 3,500 tonnes per hour of iron ore, the conveyor considerably reduces the safety related concerns arising out of road transportation. The Company is one of six steel companies to enroll in WorldSteel's 'Step Up' program that focusses on sustainable operations through augmenting operational efficiencies of its Vijayanagar Site.

Preservation of biodiversity is also an important objective of the Group. The Company has adopted the biodiversity policy to achieve 'no net' biodiversity loss due to its operations by 2030. The Company has various initiatives where it engages with the local population and government bodies to preserve biodiversity in its operations, especially in the eco-sensitive areas. The Company was among the first to sign up and commit to the Indian Business and Biodiversity Initiative ("**IBBI**"), a pioneering effort by the Confederation of Indian Industry (CII) in partnership with India's Ministry of Environment, Forest & Climate Change. Company's mangrove restoration initiative was recognized by IBBI's report on 'Investing in Biodiversity for Building Resilient Business'. The JSW Foundation also actively works with organizations like IUCN and BNHS to drive similar initiatives for biodiversity preservation, especially in the space of mangrove restoration.

JSW Foundation, the corporate social responsibility ("**CSR**") implementation arm of JSW group has been entrusted with the task of serving the long term needs of the community. The Foundation, having a vision to "Empower communities to create sustainable livelihoods", has a strong field presence with robust systems and processes in place and provides intellectual and technical inputs for execution of the CSR initiatives that reach out to close to one million individuals while covering some of the most difficult locations having the lowest human development index in India.

The CSR interventions of JSW have accrued enormous benefits to the community reaching out to one million beneficiaries through various interventions. While nutrition/growth levels of over 82,000 children are monitored and managed, the Foundation also provides mid-day meals for 150,000 and nutraceutical support as necessary. JSW reaches out to 175,000 ailing individuals annually through tertiary care hospitals. The educational interventions have reached out to over 45,000 under-privileged children in rural India while also establishing seven state of the art schools for overall personality development of additional 13,000 students.

Through promotion of an agribusiness approach, JSW directly works with over 6,000 farmers and covers 17,400 Ha of land through watershed management initiatives. The Company has been able to create additional water storage capacity of 439,000 cubic meters cumulatively while achieving plantation of two million trees thereby bringing over 1,400 Ha of barren land under green cover. The women-centric livelihood initiatives of JSW have benefited over 3,500 women directly with an income of U.S.$1.12 million over the last six years whereas the Foundation's support to micro-saving initiatives has benefited over 10,000 rural women with a credit linkage of close to U.S.$100,000. The skilling initiative of JSW has an ambitious target of erecting a cadre of 100,000 skilled workers to match the human resource requirement not only in India but abroad as well. So far, 6,000 youths have been trained impacting as many families in rural setting. Through promotion of access to basic sanitation and hygiene, the Company has built close to 7,800 individual/community/institutional toilets.

The reflection of the progress we make in integrating sustainability into our operations and business is demonstrated by the recognitions we get as detailed below:

- Carbon Disclosure Project recognized JSW Steel at 'A-' — Leadership level (2020);

- Golden Peacock Award for Sustainability (2020);

- Company's Integrated Report for FY20 was judged the world's best integrated report in the materials space (Platinum category) in its class by League of American Communications Professionals (LACP);

- 'Best CSR & Sustainability Practices' Award in the Asia Business Responsibility e-Summit (2020);

- Included as a constituent in the FTSE Russell's FTSE4Good Index (2020);

- Recognized by the 'The Sustainability Yearbook 2021' released by S&P Global (2020);

- S&P Platts Global Metal Award in the CSR category (2020);

- ICC Corporate Governance & Sustainability Vision Awards (2019);

- Steel Sustainability Champion for 2018, 2019 & 2020 by the WSA (three years in a row);

- Deming Prize for Total Quality Management at Vijayanagar (2018) and Salem (2019);

- JSW Steel Ltd., Vijayanagar bagged the 14th CII National Award for Excellence in Water Management 2020; and

- JSW Steel Ltd received the CII-ITC CESD CAP 2.0°award for 2020 for Excellence in Climate Action.

The Company is the only Indian company ranked among the top 10 steel-producers in the world by the WSD for the last ten consecutive years. All the production units are certified to ISO 9001, ISO 14001 and ISO45001, Vijayanagar Works is also certified to SA 8000. The Company is also a life member of the Global Compact Network India, the Indian arm of the UNGC and a member of the Climate Action Group of World Steel Association.

As a large-scale steelmaker, we are mindful of the impact our operations have on the environment and attempt to minimize our environmental footprint throughout our integrated operations. We have developed a Sustainability Vision that guides our social, ethical and environmental responsibilities. Our Vision is that we are able, both now and in the future, to demonstrably contribute in a socially, ethically and environmentally responsible way to the development of a society where the needs of all are met, and to do so in a manner that does not compromise the ability of those that come after us to meet the needs of their own, future generation. In this context, we have been tracking the impact on the environment on several parameters and constantly working to minimize the impact. We summarize below the progress made with respect to environmental and safety aspects since 2005:

Particulars	**Parameters**	**FY2005**	**FY2019**	**FY2020**	**FY2021**
		Actuals			
GHG emissions	tCO_2/ tcs	3.39	2.75	2.52	2.49
Specific Energy	Gcal/tcs	6.94	6.25	6.57	6.38
Specific water consumption	m3/tcs	3.60	3.79	2.60	2.41
LTIFR	LTI/mn hours	N.A.	0.35	0.32	0.26
Specific dust emissions	Kg/tcs	0.93	0.94	0.98	0.48

GHG emissions

The measures taken for reducing GHG emissions include improvement in raw material quality through beneficiation, reduction of coke usage rate and increased Pulverized Coal Injection usage, energy efficiency and process efficiency improvements through installation of Best Available Technologies ("**BATs**") like coke dry quenching, top recovery turbine, waste heat recovery systems, pipe conveyor for ore transport from mines to operation at Vijayanagar etc.

Going forward, we plan to explore use of natural gas in operations subject to availability, renewable energy, increase scrap usage, adoption of technologies for hydrogen usage, carbon capture utilization and storage technologies on being commercially feasible.

Water consumption

We expect to maintain our Zero Liquid Discharge status, digitize water consumption monitoring, save water through installation of technologies like coke dry quenching and dry gas cleaning systems, use township sewage water in process operations, recover make up water and reuse of treated blowdown water for secondary applications and apply technologies used in cooling towers to reduce fresh water consumption etc.

LTIFR

We have carried out 458,677 safety observations and completed 22,800 e-learning modules in FY21, introduced an intuitive AI-enabled safety platform for control rooms, supervisors and management, instituted a system of rewards for employees and contractors with mandatory safety KRA (15% weightage) and variable pay depending on site safety performance and put in place an external safety assessment by the British Safety Council with site and group level governance structure.

Dust emissions

We have installed Continuous Emissions Monitoring Systems for better operational control, reduced emissions to 10 mg/Nm3 vis-à-vis the prescribed level by pollution control boards, installed BATs like Maximum Emission Reduction in Sintering in sinter plants and Supreco in coke plants to reduce emissions and increased the efficiency of emission control systems like ESPs and bag filters.

Waste recycling

We utilize BF slag for cement making and other activities, treat steel making slag, installed micro pelletization and mill scale briquetting plants, replaced bentonite with fly ash in micro pellet plants, used better quality raw material for lower waste and sludge generation in water treatment plants and reused waste in value added products.

Biodiversity preservation

We are recognized by India Business and Biodiversity Initiative for planting 1,050,000 mangrove saplings as a part of the Mangrove Restoration Project. We have also carried out plantation activities in adjoining reserve forest along with the Karnataka State Forest department and developed greenbelts across operations.

Mining Operations

We have mining assets in the United States, Chile, Mozambique and India.

United States

In May 2010, JSW Steel Holdings (USA) Inc. acquired a 100.0% equity interest in Periama Holdings, LLC ("**Periama**"), a West Virginia registered limited liability company, along with permits for coal mining. Periama through our subsidiary Caretta Minerals LLC owns permits for impoundment and a 500 tph coal handling and preparation plant and load out facility. On March 16, 2017, Periama was merged with JSW Steel Holdings (USA) Inc. to form Periama Holdings LLC, a Delaware entity.

Chile

The Group and Compañía Minera Santa Fe had formed a joint venture company, Santa Fe Mining ("**SFM**"), in Chile to develop iron ore deposits in the Atacama region of Chile. The Group holds a 70.0% equity interest in SFM. The Group has ownership/leasehold rights to five iron ore mining projects in the country. Of these, the lease of Bellavista, the only mine that had been operationalized, has been terminated in FY2021 due to uncertainties arising post the COVID 19 outbreak. Further, in view of the prevailing market conditions, the entire amount of investment made by the Group in Chile has been fully provided for in the books of accounts.

Mozambique

In Mozambique, JSW Mozambique, has completed exploration activities in the Mutarara district of the Tete province and has applied for a mining license. JSW ADMS Carvo, an indirect subsidiary of the Company, has a coal mining exploration license in the Zumbo district of the Tete province. JSW ADMS Carvo is in the process of obtaining environmental approvals from the relevant authorities.

India

We successfully bid for iron ore mines located in Karnataka (nine mines) and Odisha (four mines) at various auctions conducted in October 2016, October 2018 and January/February 2020. The mines have aggregate resource base of 1.3 billion tonnes. All the mines have been operationalized. In one of the mines in Odisha with estimated reserves of 0.12 billion tonnes, we have noted that the high waste/shale and low grade mineral have made the mining operations uneconomical and thus we have written to the authorities of our intention to surrender the said mining lease after completing the requisite formalities.

In the auction conducted by the Government in April 2015, we won the Moitra coking coal block, located in Jharkhand state, which has a total extractable coal reserve of approximately 30 MT. Moitra coking coal block has coking grade coal and is in advanced stage of development. It is an opencast mine.

Restructuring

We have made investments in iron ore mines, coal mines and plate and pipe mill assets in the U.S., Chile and other overseas jurisdictions since 2007 through our subsidiary, JSW Steel Netherlands B.V. ("**Netherlands Co**"). We have further infused funds for the operational requirements, interest servicing and repayment obligations of our subsidiaries from time to time in the form of equity or preference capital or debt, either directly or through Netherlands Co.

As part of our overall efforts to restructure and consolidate our global operations and holding structure, including the operations in the U.S. and Chile, in line with the current market dynamics, we implemented a reorganization plan which broadly entailed a capital reduction at the Netherlands Co level and liquidation of JSW Steel Holdings (USA) Inc. and transfer of the residual assets and liabilities to another wholly owned subsidiary company, Periama Holding, LLC in the U.S. since FY2017.

The above restructuring and consolidation exercise did not entail any sale of our overseas investments and we continue to have the same economic interests in the Netherlands Co. and in our operations in the U.S. and Latin America.

Competition

The market for steel is very competitive with high levels of international trade. Despite the consolidation that has taken place in the steel industry in recent years, levels of global industry concentration still remain well below those of other metals and mining sectors. According to World Steel, the fifteen largest steel producing countries represented approximately 89.4% of global steel production in 2020. As a global producer, we face significant competition from other steel producers worldwide. Our competitors in the global steel market include ArcelorMittal, China Baowu Group, Nippon Steel Corporation, JFE Steel Corporation, POSCO, Shagang Group and ThyssenKrupp AG. In India, we face competition from integrated and partially integrated steel producers such as Tata Steel, SAIL, Vishakhapatnam Steel Plant (Rashtriya Ispat Nigam Limited), AM/NS India and Jindal Steel and Power Limited, as well as rerollers. We have faced competition in the domestic market from imports from countries such as China, Japan, South Korea and Russia at highly competitive rates, resulting in price cuts and reductions in the past resulting in lower realizations and operating margins.

Human Resources

We view our employees as our greatest asset and believe we have created a work environment that ensures their well-being. We endeavor to be an "employer of choice" by fostering an environment of individual goal setting, continuous improvement, health and safety awareness and corporate sustainability. In an ever-changing business environment where people are the key differentiators, it is essential to have credible, transparent and uniform people management practices. In order to adapt to the changing industry reality, our people management practices are continually reviewed and renewed for relevance and employee friendliness.

We implement a multi-pronged approach on organizational development to attract, retain and develop talent. We believe in infusing talent across the organization and, as a sustainable measure, we believe in inducting people at a very young age. In our pursuit to attract and build home-grown talent, we induct talent from various engineering and management institutes on a regular basis. We utilize a summer internship program to facilitate the induction of undergraduates from some of India's premier institutes. This program is specifically designed to create future leaders for the organization. New recruits are developed through various in-house training programs to support our growth trajectory. We also operate various training programs at our plant locations with internal faculties to impart technical and behavioral training for employees as well as associates, improve productivity and foster a safe working environment. We invest continuously in building and enhancing our technical capabilities. As a part of this effort, we facilitate employees to acquire skills through participation in sponsored programs both in India and abroad. Simultaneously, we also provide multiple learning and development opportunities to our employees to acquire new skills and knowledge and enhance their capabilities.

Occupational Health and Safety

We are committed to providing a healthy and safe working environment for the employees, contractors, customers and visitors on premises and where impacted by our operations. We aim to be compliant with all applicable health and safety legal requirements, and that best practice health and safety management standards are implemented and maintained across our operations. All employees are expected to take ownership of their safety and are encouraged and empowered to report any concerns. The leadership team has the overall responsibility for ensuring that the correct policies, procedures and safeguards are put into practice. This includes making sure that each of our workers has access to appropriate information, instruction, training and supervision.

We are committed to the effective delivery and continual improvement of our Occupational Health and Safety ("**OH&S**") management system and shall ensure that:

- each of our sites develop a culture where all our people and stakeholders take responsibility for the health and safety of themselves and others;

- appropriate resources shall be provided to meet our health and safety commitments;

- our leadership, department heads, line management and employees are responsible for ensuring they proactively identify, manage and eliminate hazards and reduce risks in the workplace;

- all OH&S risks shall be assessed, managed, recorded, monitored and reported;

- all appropriate information, instruction, training and supervision shall be provided to employees and contractors;

- all employees and contractors shall raise safety issues and concerns through their line-managers/ supervisors/department heads;

- OH&S performance goals shall be set and met periodically to promote continuous improvement; and

- we shall provide an effective OH&S management system that drives continual review and improvement, in-line with ISO 45001 and Best National and International Practices.

We have delivered a range of programs to help our people understand and manage effectively the OH&S risks they face and to continually improve the sites in which they operate in. These include:

- 10 Group level standards, 23 Group level guidance notes and recommended practices for effective implementation of world class safety practices;

- improving our systems and processes for measuring, monitoring and managing OH&S performance, including hazard identification and risk mitigation. This involves introducing key performance indicators and OH&S priorities and targets set at Group, business and site levels;

- developing and implementing an improved health and safety training and awareness program for all employees. This includes introducing fifteen new e-learnings on high risk standards: modules on Working at Height, Lock-out Tag-out ("**LOTO**"), Confined Space, Permit to Work, and Personal Protective Equipment ("**PPEs**"), Compressed Gas Cylinders, Welding Safety, Office Safety, Electrical Safety and Machine Guarding. Over 45,800 training units have been completed in the first quarter of our launch;

- implementing the Safety Observation Program to ensure all levels of management and employees to not only anticipate hazards, but also to address them and stop employees if they deem a work environment or task to be unsafe (500,000 plus safety observations were conducted in FY2021);

- JSW CARES 'Contractor Assessment and Rating for Excellence in Safety', a progressive capability building tool for our contractors to improve and excel in their respective safety management system and performance;

- Safety Champion Certification Program for line managers launched which has carefully benchmarked leading global Health & Safety qualifications, to ensure a contemporary learning experience in line with recognized global best practices;

- ensuring all employees, business associates and contractors are required to comply with the recently launched "10 CRITICAL SAFETY RULES" covering the most critical safety practices to achieve a notable reduction in injuries and illness; and

- undertaking extensive research on the digitalization of OH&S including scenario-based foresight studies on new and emerging OH&S challenges, leveraging technology and our potential impact on OH&S improvements.

Corporate and Social Responsibility

The Company is committed to empowering communities and creating sustainable livelihoods. This is achieved through the thought leadership and implementation by the JSW Foundation, the organization responsible for the corporate and social responsibility ("**CSR**") mandate for the JSW Group. We have consistently invested in initiatives that help improve living conditions, promote social development, address social inequalities and environmental issues, preserve national heritage, promote sports and support rural development projects.

The Company has consistently increased its CSR expenditure over the years. The CSR spend has increased from Rs.430 million in FY2017 to Rs.1,397.3 million in 2020. Pursuant to the Ministry of Corporate Affairs (MCA) notification dated January 22, 2021 in CSR Rules, 2014, the Company has adopted a revised CSR policy. Accordingly, the Company spent an amount of Rs.783.2 million towards CSR expenditure in fiscal year 2021, and an additional Rs.864.9 million was transferred to the unspent CSR account for executing ongoing projects.

While the implementation of these CSR programs remain closely linked to the local context, the alignment with the United Nations Sustainable Development Goals and dovetailing of best practices is also considered. The overall approach is to provide holistic life cycle-based interventions catering to all sections of society, age groups and those requiring extra attention. The strategy is to find the key connect amongst the various CSR thematic thrust areas to attain better complementarity such as water interventions linked to agribusiness and livelihood initiatives.

A significant part of our CSR philosophy is also community and employee driven. Our employees are actively invested in providing more technical, financial and emotional support for the programs in the vicinity of the plants. This ranges from support to the neonatal care unit at Bellary Government Hospital, waste collection drive in the localities, sanitation drives, mangrove plantation, awareness building programs for local communities and other such activities.

Our CSR interventions have reached out to communities across more than 255 villages in four states across India with special focus on:

- strengthening public health and nutrition with special focus on mothers, children and adolescent girls;

- comprehensive water management leading not only to a sustainable environment but also sustained agri-livelihoods, in turn affecting nutrition and poverty;

- empowerment of women through the JSW Shakti initiatives (e.g. rural BPO for women, promoting self-help groups). JSW Shakti is now registered as a Section 8 company to provide scaled up support to rural entrepreneurs, especially women across the country;

- improving quality education in rural schools through infrastructure, training methodology and capacity building initiatives;

- sanitation and waste management, in particular, single use plastic; and

- environment upgradation programs such as mangrove restoration.

We have also embarked on a number of long-term and multi-year programs. The initiatives are focused in the areas of water, environment, agriculture, nutrition and education. With a view to bring together a number of stakeholders including the state governments of Maharashtra and Karnataka, the JSW Foundation has already initiated focused field studies, reviews and consultations with the communities. These programs are still in the initial stages of implementation and expenditure will be ramped up accordingly in the coming months. In adherence to the CSR Policy, all the interventions are formulated based on need assessment using different quantitative and qualitative methods. Moreover, social intervention programs are adopted based on comprehensive evaluation.

The CSR programs are monitored by both internal and external experts. As per the CSR Policy, progress of the programs is reviewed periodically by the Board-level CSR Committee, as well as the management at the sites. The Company, through its Board and the CSR Committee, follows a comprehensive approach to deliver socially inclusive and holistic interventions that help create equitable opportunities for the underprivileged and contribute to nation building.

Our efforts against COVID-19

Our efforts during the COVID-19 pandemic include the supply of approximately 1,200 tonnes of liquid oxygen on a daily basis across nine states aggregating to more than 50,000 tonnes in all during March to May 2021, providing support to more than two million patients supported across 530 hospitals, support to more than a million families during the pandemic, providing more than 1,500 beds across JSW hospitals, conducting RT-PCR tests at a community level in Vijayanagar and Dolvi along with vaccination drives, distribution of more than 100,000 masks and 5,000 bottles of sanitizer. More than 200 volunteers were arranged at Vijayanagar and 50 at Dolvi for creating community awareness. We also provided a food facility at Vasind and Salem and approximately 4,000 grocery kits to direct impact zones.

Our ongoing initiatives include provision of hospitals with oxygenated beds — 1,000 beds at Vijayanagar, 500 beds at Dolvi, 250 beds at Jharsuguda, 120 beds at Ratnagiri, 10 beds at Paradip, 2,850 oxygen concentrators, 350,000 masks and 10,000 sanitizers and drugs in public health facilities in different locations.

Legal Proceedings

Except as described below, the Company is not involved in any legal or regulatory proceedings or disputes, and no investigations or proceedings are threatened, which may have, or have had, a material adverse effect on our business, financial condition or results of operations. The Company believes that the number of proceedings and disputes in which the Company is involved is not unusual for a company of its size in the context of doing business in India, the current Indian regulatory and legal environment and in the international market. Civil and tax related proceedings involving the Company, which involve a claim of more than 5.0 per cent. of our EBITDA on a consolidated basis in the year ended March 31, 2021 or proceedings which the Company considers otherwise material have been individually described below.

Forest Development Tax ("FDT") and Forest Development Fees ("FDF")

The Karnataka State Government has, pursuant to introduction of Section 98A of the Karnataka Forest Act, 1963, levied a forest development tax ("**FDT**") at the rate of 12 per cent. per ton of iron ore, treating iron ore as a forest produce. Writ petitions challenging the validity and levy of FDT had been filed before the High Court of Karnataka by various stakeholders. Tax payments were made under protest in the earlier years. The Karnataka High Court ("**High Court**") vide its judgment dated December 3, 2015 while upholding the legislative competence of state to levy FDT at 8 per cent. held that only the Karnataka State Government, body or corporations controlled by the Karnataka State Government could collect FDT from buyers. The High Court also held that FDT is in the nature of a tax and not a fee as argued by the State Government. The High Court held that private lease holders, mining lessees and central government undertakings do not fall within the definition of "Body" and hence are not statutorily bound to collect FDT from the purchasers. In other words, iron ore sold by private lease holders including the National Mineral Development Corporation ("**NMDC**"), a central government corporation, were not liable to pay FDT to the Karnataka State Government. This enabled the Company to get a refund from the Karnataka State Government as substantial purchases of iron ore were made from the NMDC.

Against the judgment of High Court, State of Karnataka, a few mining lease holders and the Company on a limited issue of legislative competence of the Karnataka State Government had filed petitions before the

Supreme Court. The Supreme Court was pleased to admit the petitions and granted limited stay on refund. Since the Supreme Court had not stayed the judgment of the High Court, the Karnataka State Government was bound to follow the judgment of High Court which restrained it from collecting FDT from private mining lease operators including NMDC, a central government undertaking.

The State of Karnataka notified the Karnataka Forest (Amendment) Act 2016, dated July 27, 2016, with retrospective effect i.e. September 16, 2008. The essence of the amendment was to substitute the FDT with the Forest Development Fund ("**FDF**") which will be in the nature of a fee and not tax as held by the High Court, define minerals (iron ore) as forest produce, fixing the FDT rate at 12 per cent. with effect from September 16, 2008 and authorizing past collection of FDT under the old unamended Act.

The High Court passed an order quashing the amended Act as invalid. The Company is entitled to a refund of the tax paid in the past. The Karnataka State Government has filed a special leave petition before the Supreme Court against the order of the High Court. The said petition has been admitted and the refund of the tax collected has been stayed by the Supreme Court. The matter is currently pending.

Land Acquisition

The Company had approached the Karnataka State Government in 2011 to seek additional land for providing housing facilities for its employees, incidental to the Company's expansion at Vijayanagar Works. A notification dated January 30, 2008, under Section 28(1) of the Karnataka Industrial Areas Development Act, 1966, was issued by the Karnataka State Government for the acquisition of 849.48 acres of land at Vijayanagar Works. This acquisition was challenged by landowners in the area by way of a writ petition before the Single Judge of the Karnataka High Court. The petitioners alleged that the Company had sufficient land for its business operations and grant of the land acquisition would cause grave loss to the landowners as the acquisition would have a direct impact on their livelihood. The Single Judge of the Karnataka High Court, on hearing all parties, upheld the acquisition and dismissed the writ petition. The Judgment of the Single Judge was confirmed by the Division Bench of the High Court of Karnataka. Thereafter, the petitioners approached the Supreme Court for relief under a special leave petition. The Appeal filed by the Petitioners has been admitted. It is to be noted that, out of the total area, the disputed area which is under challenge before the Supreme Court is only 198 acres. The Court directed the Company to file statements of facts and place the matter for final hearing. The Company had filed the statement of facts and completed the formalities. The matter is currently pending.

Central Bureau of Investigation

The Central Bureau of Investigation ("**CBI**"), Anti-Corruption Branch — Bengaluru has registered a case against, amongst others, the Company, based on the source information and the joint surprise check conducted by the CBI team along with the Southern Railway officials which is before the Court of Additional Chief Metropolitan Magistrate at Bengaluru. It is alleged that M/s. Senlogic Automation Private Limited has entered into a criminal conspiracy with Company, M/s. JSW Energy Limited ("**Applicants**") and others in the matter of fraudulently transporting excess cargo in each wagon than the permissible carrying capacity, based on the manipulation made in the software of the Electronic In-Motion Weigh Bridge, in order to evade the payment of punitive charges levied by the railways for the excess quantity transported, thereby causing wrongful loss of approximately Rs.798 million to the railways and corresponding wrongful gain for themselves. The charge sheet has been filed. The Company then filed on application for discharge, which was allowed by the Additional Chief Metropolitan Magistrate through its order dated September 11, 2018. Subsequently, such order was challenged by the CBI by filing a revision petition in July 2019. As of the date of this Offering Memorandum, the hearing of the revision petition is pending for admission with the appellate court.

FEMA case against the Company and two of its executives

The Company received a show cause notice followed by an adjudication order on October 6, 2009 from the Directorate of Enforcement imposing a penalty of Rs.41.0 million on the Company and Rs.6.0 million on two of our executives alleging misuse of foreign exchange amounting to 262.6 million Austrian Schillings in relation to imports of certain basic design and engineering, preliminary engineering and additional equipment for its Corex process based iron manufacturing plant at Bellary from 1994 to 1995.

The Special Director Enforcement vide its order dated October 6, 2009 imposed penalties on JSW and two of its officers. The order of Special Director was confirmed on November 26, 2010 by the Appellate Tribunal for foreign exchange. The review petition filed against the order was dismissed on the ground of maintainability on January 9, 2015. Against the order of the Appellate Tribunal, the Company and both officers filed an appeal before the High Court of Bombay. The High Court of Bombay had on September 28, 2015 admitted the appeal. A bank guarantee has been furnished to the Directorate of Enforcement and the matter is currently pending.

Environmental Cases

Dwarkanath Patil and Darshan Juikar, residents of the area around the Company's Dolvi plant, have filed an application before the National Green Tribunal ("**NGT**") challenging the issuance of environment clearance, particularly relating to the issue of the 'coastal regulation zone' ("**CRZ**"), given by the Ministry of Environment and Forests, for expansion of the Dolvi plant from 5 to 10 mtpa located in Maharashtra. The steel plant of the Company at Dolvi was set up in 1991 in a government declared industrial zone after obtaining all of the regulatory approvals. The Company filed a writ petition in the High Court of Bombay challenging the proceedings before the NGT. A public interest litigation ("**PIL**") was filed before the High Court for similar allegations and the writ petition was clubbed with the PIL for hearing. Subsequently, the High Court dismissed the PIL and directed the Maharashtra Coastal Zone Management Authority to complete the task of mapping the coastal belt in Maharashtra according to the CRZ Notification, 2011. The matter is currently pending.

Samita Patil, an environmental activist ("**Applicant**"), has filed an application ("**Application**") before the NGT against the Company, the Maharashtra Pollution Control Board and certain other respondents, alleging, among other things, various environmental violations at the Company's Dolvi plant, including destruction of mangroves, natural water and water channels, air pollution, soil pollution and unauthorized construction of a conveyor belt. The Applicant has sought, among other things, for directions to the Company to close down the entire activity at its Dolvi plant and that pending the application, the Company be restrained from operating its Dolvi plant. The Company have filed our detailed objections denying all the allegations made by the Applicant and seeking a dismissal of the matter on the ground that the Company as obtained all necessary permissions and clearances from the relevant authorities for the expansion of the steel plant at Dolvi. The NGT has, pursuant to order dated May 27, 2021, constituted a committee to prepare a report on whether there are any compliance lapses as alleged by the Applicant, estimate the environmental damage, if any, and suggest a restitution plan in case any non-compliance is found.

Criminal cases involving the Company, its directors and its employees

In the ordinary course of business, there have been a few criminal proceedings filed against the Company, its directors or its employees, which are pending before various authorities, tribunals and courts and are at various stages of adjudication.

Contractual dispute with Karnataka State Minerals Corporation Limited (formerly known as Mysore Minerals Limited) ("KSMCL")

The Company had filed a suit ("**Suit**") in 2012 before the Court of the City Civil Judge, Bengaluru against KSMCL. The Suit arises out of a memorandum of understanding dated January 17, 1997 ("**MoU**") entered into between the Company and KSMCL in relation to, among other things, the supply of iron ore to the Company from certain iron ore mines held by KSMCL, and the setting up of a joint venture between the Company and KSMC. The Company has alleged in the Suit, among other things, that KSMCL had wrongfully increased the premium payable by the Company to KSMCL for the iron ore supplied to the

Company, from 6 per cent. to 50 per cent., which was in breach of the MoU, and has prayed for, among other things, a direction to KSMCL to pay a sum of Rs. 2,701.19 million along with interest, to the Company.

KMSCL had filed an interim application ("**IA**") seeking to amend its written statement to make a counter claim against the Company for an amount of Rs. 11,727.90 million on various grounds, which was allowed by the Additional City Civil and Sessions Judge, Bengaluru vide its order dated November 10, 2020 (the "**ACCSJ Order**"). The ACCSJ Order was challenged by the Company before the Hon'ble Karnataka High Court on the grounds, among others, that KSMCL could not file its counter claim as the claim was barred by limitation. The Karnataka High Court, vide its order dated January 13, 2021, quashed the ACCSJ Order allowing KSMCL to file its counter claim ("**KHC Order**"). KMSCL has filed a special leave petition against the KHC Order before the Supreme Court of India. The Suit before the Additional City Civil and Sessions Judge, Bengaluru and the appeal before the Supreme Court of India are presently pending.

Tax matters involving the Company

From time to time we receive show-cause or demand notices in relation to tax related matters, which we respond to as required.

Demand Notice in respect of Goods & Service Tax

The Company has received notices dated September 6, 2021 ("**Notice**s") from the Deputy Commissioner of State Tax (Enforcement Unit, Barbil, Odisha) under Section 73(5) of the Central Goods and Service Tax Act, 2017) in relation to support services availed by the Company for its mining activities in Odisha for the periods from April 2020 to March 2021, and April 2021 to July 2021. The Notices allege wrongful transfer of the unutilized Input Tax Credit by the Company's Odisha branch to its Maharashtra branch. An aggregate demand of Rs.11,616.90 million has been made pursuant to the Notices. The Company is in process of responding to the Notices.

Demand Notice in respect of Jajang Iron Block

The Company had received a demand notice August 13, 2021 and a show-cause notice dated August 16, 2021 ("**SCN**") from the Office of the Joint Director of Mines, Joda ("**OJDM**") in respect of an alleged shortfall in despatch at the Company's Jajang Iron Ore Block in Odisha vis-à-vis the minimum despatch required under the Concession Rules, 2016. The SCN calls on the Company to show cause as to why it should not be directed to pay an amount of Rs.7,169.89 million pursuant to the Mine Development and Production Agreement ("**MDPA**") entered into between the Government of Odisha and the Company. The Company responded to the said SCN inter alia clarifying that the law prescribes a minimum amount of "production" not "despatch" and that it has complied with its obligations under the MDPA, and has sought a withdrawal of the SCN. The OJDM, however, vide its revised demand notice dated September 6, 2021 (read with a corrigendum dated September 7, 2021 issued by the OJDM) has demanded a sum of Rs.6,963.21 million in respect of the differential amounts payable to cover the shortfall. The Company is in the process of challenging the demand notice before the appropriate judicial forum.

CAPITALIZATION

The following table sets forth our short-term and long-term debt and shareholders' equity as at June 30, 2021 on a consolidated basis derived from our Unaudited Condensed Consolidated Interim Financial Statements as at and for the three months ended June 30, 2021 and as adjusted to give effect to the issuance of the Notes offered, as if such issuance had occurred as at such date. The "as adjusted" data set forth below gives effect to the issuance of the Notes. The "as adjusted" data set forth below does not give effect to drawdowns and repayments of short-term borrowings and long-term borrowings between June 30, 2021 and the date of this Offering Memorandum.

You should read the following table together with "*Summary Financial and Operating Data*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations*", "*Terms and Conditions of the Series 1 Notes*", "*Terms and Conditions of the Series 2 Notes*", and our Consolidated Financial Statements set forth in this Offering Memorandum.

	As at June 30, 2021			
	Actual	**Actual**	**As Adjusted**	**As Adjusted**
	(Rs. in millions)	**(U.S.$ in millions)**(1)	**(Rs. in millions)**	**(U.S.$ in millions)**(1)
Borrowings:				
Current borrowings(2)	164,664	2,215	164,664	2,215
Non-current borrowings(3)	464,109	6,243	464,109	6,243
The Series 1 Notes	—	—	37,173	500
The Series 2 Notes	—	—	37,173	500
Total Borrowings (A)	628,773	8,457	703,119(4)	9,457(4)
Equity:				
Equity share capital	3,018	41	3,018	41
Other Equity	531,314	7,147	531,314	7,147
Non-Controlling Interests	(6,892)	(93)	(6,892)	(93)
Total Equity (B)	527,440	7,094	527,440	7,094
Total Borrowings and Equity (A+B)	1,156,213	15,551	1,230,559	16,551

Notes:

(1) Except as otherwise stated, Indian Rupee amounts as at and for the three months ended June 30, 2021 were converted to U.S. dollars at the exchange rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

(2) Current borrowings include current maturities of long-term borrowings.

(3) Non-current borrowings include long-term borrowings.

(4) Upon application of the proceeds of the issuance of the Notes as described under "*Use of Proceeds*", our Total Borrowings will be Rs.703,119 million (U.S.$9,457 million), assuming the Indian Rupee amount has been translated into U.S. dollars at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

There have been no material changes in our capitalization since June 30, 2021.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion is intended to convey management's perspective on our financial condition and results of operations as at and for the years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2020 and 2021. All financial information for the Group and the Company as at and for the years ended March 31, 2019, 2020 and 2021 and for the three months ended June 30, 2020 and 2021 has been derived from the Group Consolidated Financial Statements and the Company Standalone Financial Statements included elsewhere in this Offering Memorandum, unless stated otherwise or unless context requires otherwise, except for (i) 'Mining premium and royalties' and 'Other expenses' for the year ended March 31, 2020 which have been regrouped in the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company and derived from the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company; (ii) Current and Non-current 'Loans', Current and Non-current 'Other financial assets', Current and Non-current 'Other Financial Liabilities', Current 'Borrowings' and 'Other Non-Current Liabilities' as at March 31, 2021 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iii) 'Mining premium and royalties' and 'Other expenses' for the three months ended June 30, 2020 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iv) Unaudited Condensed interim statement of cash flows for three months ended June 30, 2020 of the Company and the Group which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group. This financial information should be read in conjunction with "Presentation of Financial Information" and "Index to Financial Statements" in this Offering Memorandum. The annual audited consolidated and standalone financial statements as at and for the years ended March 31, 2019, 2020 and 2021 of the Group and the Company presented in this Offering Memorandum are prepared in accordance with IND-AS. The unaudited condensed consolidated and standalone interim financial statements as at and for the three months ended June 30, 2020 and 2021 of the Group and the Company presented in this Offering Memorandum are prepared in accordance with IND-AS 34. IND-AS differs in certain respects from IFRS and other accounting principles and audit and review standards accepted in the countries with which prospective investors may be familiar.

This section contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those discussed in such forward-looking statements as a result of various factors, including those described under the sections "Forward-Looking Statements and Associated Risks" and "Risk Factors" of this Offering Memorandum.

S R B C & CO LLP, the statutory auditors of the Company, have not reviewed or provided any services on any prospective financial information included in this Offering Memorandum.

Overview

JSW Steel Limited, the flagship company of the diversified U.S.$13 billion JSW Group and part of the O.P. Jindal Group, is an integrated manufacturer of a diverse range of steel products with an export footprint in more than 100 countries across five continents. We have diversified interests in mining, carbon steel, power, industrial gases, port facilities, cement and paints. We offer an extensive portfolio of flat and long products, including hot rolled coils, sheets and plates, cold rolled coils and sheets, galvanized and galvalume products, tinplates, electrical steel, pre-painted galvanized and galvalume products, thermo-mechanically treated ("**TMT**") bars, wire rods, rails, grinding balls and special steel bars, rounds and blooms, plates and pipes of various sizes and cold rolled non-grain oriented products. We are also one of the largest producers and exporters of coated flat steel products in India. We believe that we have one of the lowest conversion costs in the industry, primarily due to our efficient operations, high manpower productivity and the strategic location of our state-of-the-art manufacturing facilities. Our operations in

India currently have an installed crude steel capacity of approximately 18.0 mtpa, which comprises 12.5 mtpa (approximately 70% of the capacity) of flat products and 5.5 mtpa (approximately 30% of the capacity) of long products. Since our incorporation in 1994, our total revenue from operations has grown to Rs.798,392 million for the year ended March 31, 2021 and to Rs.289,019 million (U.S.$3,888 million) for the three months ended June 30, 2021.

In October 2020, we were ranked ninth amongst top 34 world class steelmakers according to a report, 'World-Class Steelmaker Rankings' by World Steel Dynamics ("**WSD**"), based on a variety of factors. In particular, we achieved the highest rating (10 out of 10) on the following criteria: conversion costs, expanding capacity, location in high-growth markets and labor costs. On cost cutting efforts, we achieved 9 out of 10. This ranking puts us ahead of all other steelmakers based in India and ranked third amongst Asian steelmakers.

We have significantly expanded our steelmaking capacity at our Indian operations, which has increased from 1.6 mtpa in financial year 2002 to 2.5 mtpa in financial year 2006, 3.8 mtpa in financial year 2007, 7.8 mtpa in financial year 2010, 11.0 mtpa in financial year 2012 and to 18.0 mtpa in financial year 2016, through organic and inorganic growth. Our manufacturing facilities in India are geographically diversified and comprise Vijayanagar Works in Karnataka (12.0 mtpa), Dolvi Works in Maharashtra (5.0 mtpa) and Salem Works in Tamil Nadu (1.0 mtpa) in addition to downstream facilities for our coated products division at Vasind, Tarapur and Kalmeshwar Works in Maharashtra. Our major facilities in India are strategically located near raw material sources and are well connected via ports and railways, thus helping us to maintain a low-cost structure. Our overseas manufacturing facilities comprise a plate/pipe mill in Baytown, Texas, U.S., a steel making facility at Ohio, U.S., and a long product mill in Italy. The Baytown facility has a 1.2 mntpa plate mill and a 0.55 mntpa pipe mill. The facility is located near a port and in close proximity to key customers in the oil and gas industry. The Ohio facility is a hot rolling mill with a 3.0 mntpa capacity. It is partially backward integrated with a 1.5 mntpa EAF furnace. The facility in Italy was acquired by us in July 2018 and produces long products — railway lines, bars, wire rods and grinding balls — with aggregate capacity of 1.3 mtpa.

The Group has embarked on additional capital expenditure programs to expand its capacities at its plants, and also to modernize and expand capacities of its downstream business. The capacity at Vijayanagar Works is being expanded from 12 mtpa to 19.5 mtpa through brownfield expansion, setting up a 5 mtpa steelmaking capacity though one of its wholly owned subsidiary JSW Vijayanagar Metallics Limited and other productivity enhancing initiatives. The capacity expansion project at Dolvi from 5 mtpa to 10 mtpa is nearing completion, along with the 1 mtpa capacity at Salem thereby bringing the overall capacity to 30.5 mtpa in the next four years. Gradually, the Group plans to expand its domestic steel capacity to 45.0 mtpa by FY 2030-31 through a combination of organic and inorganic growth.

For fiscal year 2021 and for the three months ended June 30, 2021, revenue from operations within India represented 73.9% and 64.5% respectively, of our total revenue from operations. We have a widespread sales and distribution network that sells our products directly to customers, wholesale traders and stock points. Our sales presence is particularly strong in South and West India, where a large portion of India's steel customers are located. We are mainly focused on retail sales through our exclusive and non-exclusive retail outlets. As at June 30, 2021, we had more than 16,000 exclusive and non-exclusive retail outlets located throughout India. For fiscal year 2021 and the three months ended June 30, 2021, revenue from operations outside India represents 26.1% and 35.5% of our total revenue from operations respectively. We have an export footprint in more than 100 countries across five continents. We use a combination of direct sales to customers and sales to international trading houses for our international sales.

Key Factors Affecting the Results of Operations

The COVID-19 Pandemic

The world is presently suffering from the impact of a novel strain of coronavirus ("**COVID-19**") that was first reported in December 2019. The virus spread throughout the world including countries in which we operate or conduct business, primarily India, Italy and the United States. The World Health Organization declared COVID-19 a public health emergency of international concern on January 30, 2020 and subsequently as a pandemic on March 11, 2020. The COVID-19 pandemic continues to have adverse repercussions across regional and global economies and financial markets which necessarily adversely affects India, the jurisdictions in which we operate and in turn, our business. The governments of many countries, including certain of the jurisdictions in which we operate, reacted by instituting lockdowns, business shutdowns, quarantines and restrictions on travel. Businesses also implemented countermeasures to reduce the risk of transmission.

The COVID-19 pandemic has affected, and could in future affect our industry and business in a number of ways, such as:

- decline in prices of our products (including steel and coal) and causing significant disruptions in our supply-chains;

- reducing the sales volume of steel due to a decline in demand;

- limiting our ability to generate cash flow, and as a result, affecting our financial condition;

- causing us to delay, postpone, scale-down, shut down or cancel certain business activities and our production across facilities. For example, following the announcement of the first phase of the nationwide lockdown on March 24, 2020, we scaled down/suspended production across key facilities with a view to ensure safety of our workforce across all areas of operations till late April 2020. Consequently, the production volumes of the Company had declined to 66 per cent. in the three-month period ending June 30, 2020 as compared to 89 per cent. in FY2020. The lockdown restrictions also severely constrained project activity due to non-availability of required manpower and materials due to restrictions on movement;

- adversely impacting our ability to enter into new strategic transactions or to finalize strategic transactions on previously agreed terms and timetables;

- requiring us to make operational changes and implement measures to ensure the health and safety of our employees and counterparties, which may involve increased costs or operational inefficiencies; and

- our employees being unable to work effectively during the COVID-19 outbreak as a result of facility closures, ineffective remote working arrangements and limitations in movements and technology. We may face labor shortages if our employees are unable or unwilling to come to work. For example, due to the nationwide lockdown, several of the workers employed by our contractors had returned home to various parts of the country. In addition, if any of our employees are identified to have, or potentially have, contracted COVID-19, this could adversely affect or disrupt production levels and operations at the relevant plants.

We continue to monitor the development of the COVID-19 pandemic closely especially since there have instances of re-mergence and mutations of the virus across the globe post relaxation of lock downs. India faced a second wave which has peaked in April/May 2021 with partial lockdowns being reinstituted. While the start of the vaccination campaigns globally has somewhat mitigated the potential risk on our businesses, the ultimate impact of the pandemic will depend on a range of factors which we may not able to accurately predict, including the duration, severity, potential recurrence, scope, nature and severity of measures adopted by governments and the pace of vaccination programs.

As a result of these uncertainties, the global financial markets could witness significant volatility which may adversely affect the Indian economy, our Group, its business, financial condition, results of operations, prospects, liquidity, capital position, credit ratings. Investors must exercise caution before making any investment decisions. To the extent the COVID-19 pandemic, adversely affects our business, we may also have the effect of exacerbating many of the other risks described in this "*Risk Factors*" section, such as the cyclical nature of the steel industry and volatility in prices of raw materials in response to global market conditions and demand, the need to generate sufficient cash flows to service our indebtedness and our ability to comply with covenants contained in the agreements that govern our indebtedness.

Sales Volume and Prices

The primary factors affecting our results of operations are our sales volume and the price of steel. We derive our revenue primarily from the sale of finished steel products. The market for steel is substantially driven by changes in supply and demand in the global steel market, which are significantly affected by the state of the global economy and competition and consolidation within the steel industry. Our sales revenue also depends on the price of steel in the international markets. The global price of steel, in turn, depends upon a combination of factors, including demand for steel and the products of our customers, the availability and cost of raw material inputs, worldwide production and capacity, fluctuations in the volume of steel imports, transportation costs, protective trade measures and various social and political factors.

We rely on key consumers of steel products in the construction, automotive, packaging, appliance, engineering and transportation industries. These industries are in turn affected by the state of the markets in which they operate.

According to the IMF, India's gross domestic product has declined by 8% in fiscal year 2021. According to World Steel, steel consumption in India declined by 13.7% in 2020 and India's per capita steel consumption of finished steel in 2020 was relatively low at approximately 64.2 kg, as compared to China at 691.3 kg, Japan at 415.7 kg, the U.S. at 241.8 kg, South Korea at 954.9 kg, and a world average at approximately 227.5 kg.

China has been the largest steel producing country in the world by a significant margin, with the balance between its domestic production and demand being an important factor in the determination of global steel prices. Chinese steel production and demand have had, and can be expected to continue to have, a significant impact on steel prices in Europe, India and other markets outside of China. See "*Industry Overview — The Global Steel Industry — Global Steel Outlook*". See also "*Industry Overview*" for further information on the impact of the COVID-19 pandemic on the industry.

Production Costs

Our principal production costs are raw material costs (primarily coal and iron ore), labor-related expenses (primarily salaries), and other production-related costs such as repairs to machinery, energy costs, and freight relating to sales.

For the years ended March 31, 2019, 2020 and 2021, and the three months ended June 30, 2021, the cost of materials consumed by our operations was Rs.434,762 million, Rs.388,648 million and Rs.326,231 million and Rs.108,308 million (U.S.$1,457 million), respectively. Total crude steel production from our Indian operations was 16.69 mt, 16.06 mt, 15.08 mt and 4.10 mt for the years ended March 31, 2019, 2020 and 2021, and the three months ended June 30, 2021, respectively. For the years ended March 31, 2019, 2020 and 2021, and the three months ended June 30, 2021, the cost of materials consumed by the Company was Rs.395,887 million, Rs.330,729 million, Rs.287,425 million and Rs.94,666 million (U.S.$1,273 million), respectively.

The following table sets forth our cost of materials for the periods indicated:

	Year ended March 31,			Three months ended June 30,
	2019	2020	2021	2021
	(Rs. in millions)			
Cost of materials consumed	434,762	388,648	326,231	108,308
Purchases of stock-in-trade	3,199	1,346	2,326	552
Total	437,961	389,994	328,557	108,860

Labor-related expenses and other production-related costs (i.e., consumption of stores and spares and repairs to machinery) and freight and handling charges relating to sales also constitute a large portion of our total expenditure. Although these costs are not subject to the same level of volatility as raw material costs, which fluctuate significantly depending on market conditions, the relatively fixed nature of such costs can have a material adverse impact on profitability during times of low production, as such costs cannot be reduced in accordance with our lower production volume.

Product Mix

Our product mix also affects our revenue and profitability. In general, selling a greater proportion of high value-added products should increase revenue and profitability. For example, within the flat product category, cold rolled, galvanized, color coated and tinplate products command higher prices and margins, while in the long products category, wires are considered to be high value-added products. Our coated products division and Vijayanagar Works, with a capacity of 5.32 mtpa, both produce value-added flat products, while Salem Works produces special steel long products. Our value added and special products comprised 53%, 48%, 52% and 61% of our total sales for the years ended March 31, 2019, 2020 and 2021, and the three months ended June 30, 2021, respectively. We continue to make significant investments in value-added production capabilities and intend to continue to focus on value-added products through new investments and product development.

Currency Exchange Rates

A significant portion of our raw material costs, particularly coking coal, is imported and paid in U.S. dollars. The majority of our revenues are denominated in Rupees. Accordingly, a depreciation in the Rupee against the U.S. dollar effectively increases our costs by making raw material inputs more expensive in Rupee terms. We have a hedging policy in place to help reduce the impact of foreign currency exchange fluctuations on our results of operations.

Critical Accounting Policies

In order to prepare our financial statements, estimates and judgments are used based on, among other things, industry trends, our experience and the terms of existing contracts, all of which are subject to an inherent degree of uncertainty. For information on our significant accounting policies, disclosure as per applicable accounting standards and for the financial period presented in this Offering Memorandum, please refer to the respective annual financial statements and unaudited condensed consolidated interim financial statements and unaudited condensed standalone interim financial statements set forth in this Offering Memorandum.

While we believe our estimates and judgments to be reasonable under the circumstances, there can be no assurance that our judgments will prove correct or that actual results reported in future periods will not differ from expectations reflected in our accounting treatment of certain items. In addition, other companies may utilize different accounting policies, which may impact the comparability of our results of operations to those of companies in similar businesses.

Description of Main Income Statement Items

"**Revenue from operations**" comprises revenue from operations and inter-segment sales. Revenue from operations includes revenue from the sale of products, and other operating income.

"**Cost of materials consumed**" comprises expenses associated with raw materials used in production, primarily including iron ore, coal, coke, limestone and other major inputs.

"**Purchase of stock-in-trade**" comprises expenses associated with raw materials that were later resold.

"**Changes in inventories of finished goods, work-in-progress and stock-in-trade**" reflects the net change in these balance sheet items during the period.

"**Mining premiums and royalties**" comprises expenses associated with bid premium and royalties related to mines acquired on lease.

"**Employee benefits expense**" comprises salaries and wages (including bonuses), ESOPS, contributions to provident and other funds and staff welfare expenses.

"**Finance costs**" comprises interest on loans, bonds, debentures and other forms of indebtedness, finance charges on leases and other borrowing costs less capitalized interest, dividends on redeemable preference shares, and exchange differences on foreign currency borrowings to the extent regarded as an adjustment to finance cost.

"**Depreciation and amortization**" comprises depreciation of fixed assets and amortization of intangible assets.

"**Other expenses**" include expenses associated with stores and spares, power and fuel, repairs and maintenance, job work and processing charges, administrative overheads, hedging costs and carriage and freight, etc.

"**Exceptional items**" comprises impairment of assets and provision in relation to a legal dispute.

"**Tax expense**" comprises current tax and deferred tax.

Results of Operations

The following tables set forth the Group's income statement data for each of the years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2020 and 2021 which have been derived or calculated from the Group Consolidated Financial Statements included elsewhere in this Offering Memorandum, unless stated otherwise or unless context requires otherwise, except for (i) 'Mining premium and royalties' and 'Other expenses' for the year ended March 31, 2020 which have been regrouped in the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company and derived from the comparatives presented in the annual audited financial statements as at and for the year ended March 31, 2021 of the Group and the Company; (ii) Current and Non-current 'Loans', Current and Non-current 'Other financial assets', Current and Non-current 'Other Financial Liabilities', Current 'Borrowings' and 'Other Non-Current Liabilities' as at March 31, 2021 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iii) 'Mining premium and royalties' and 'Other expenses' for the three months ended June 30, 2020 which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group; and (iv) Unaudited Condensed interim statement of cash flows for three months ended June 30, 2020 of the Company and the Group which have been regrouped in and derived from the comparatives presented in the unaudited condensed interim financial statements as at and for the three months ended June 30, 2021 of the Company and the Group. This financial information should be read in conjunction with "*Presentation of Financial Information*" and "*Index to Financial Statements*" in this Offering Memorandum. Our results of operation for the three months ended June 30, 2021 are not necessarily indicative of our results for the year ended March 31, 2022 and historical results presented in this Offering Memorandum in general do not necessarily indicate results expected for any future period.

		Three months ended June 30,			
		2020	**2021**	**% change**	**2021**
		(Rs. in millions)			**(U.S.$ in millions)**
I.	**Revenue from operations**	117,815	289,019	(145.3)%	3,888
II.	**Other income**	1,324	1,979	(49.5)%	27
III.	**Total income (I + II)**	**119,139**	**290,998**	**(144.3)%**	**3,914**
IV.	**Expenses:**				
	Cost of materials consumed	64,714	108,308	(67.4)%	1,457
	Purchases of stock-in-trade	13	552	(4,146.2)%	7
	Changes in inventories of finished goods, work-in-progress and stock-in-trade	(1,484)	(42,735)	(2,779.7)%	(575)
	Mining premium and royalties	1,381	53,493	(3,773.5)%	720
	Employee benefits expense	6,246	7,697	(23.2)%	104
	Finance costs	10,164	9,932	2.3%	134
	Depreciation and amortization expense	10,474	11,827	(12.9)%	159
	Other expenses	33,535	58,969	(75.8)%	793
	Total expenses	**125,043**	**208,043**	**(66.4)%**	**2,798**
V.	**Profit/(loss) before share of profit(loss) from joint ventures (net) and tax (III-IV)**	**(5,904)**	**82,955**	**1,505.1%**	**1,116**
VI.	**Share of profit/(loss) from joint ventures (net)**	(527)	3,232	713.3%	43
VII.	**Profit/(loss) before tax (V+VI)**	**(6,431)**	**86,187**	**1,440.2%**	**1,159**
VIII.	**Tax expense/(credit):**				
	Current tax	(327)	15,917	4,967.6%	214
	Deferred tax	(282)	11,275	4,098.2%	152
	Total Tax Expenses/(credit)	**(609)**	**27,192**	**4,565.0%**	**366**
IX.	**Profit/(loss) for the period (VII-VIII)**	**(5,822)**	**58,995**	**1,113.3%**	**794**

		Year ended March 31,		
		2020	**2021**	**% change**
		(Rs. in millions, except percentages)		
I.	**Revenue from operations:**	726,109	798,392	10.0%
	Fees for assignment of procurement contract	2,500	—	(100.0)%
	Government grant income — VAT/GST incentive relating to earlier years	4,655	—	(100.0)%
	Total revenue from operations	**733,264**	**798,392**	**8.9%**
II.	**Other income**	5,460	5,917	8.4%
III.	**Total income (I + II)**	**738,724**	**804,309**	**8.9%**
IV.	**Expenses:**			

		Year ended March 31,		
		2020	2021	% change
		(Rs. in millions, except percentages)		
	Cost of materials consumed	388,648	326,231	(16.1)%
	Purchases of stock-in-trade	1,346	2,326	72.8%
	Changes in inventories of finished goods, work-in-progress and stock-in-trade	(2,695)	(3,484)	29.3%
	Mining premium and royalties	6,510	69,724	971.0%
	Employee benefits expense	28,393	25,063	(11.7)%
	Finance costs	42,645	39,574	(7.2)%
	Depreciation and amortization expense	42,459	46,788	10.2%
	Other expenses	192,334	177,122	(7.9)%
	Total expenses	**699,640**	**683,344**	**(2.3)%**
V.	**Profit before share of profit/(loss) from joint ventures (net), exceptional items and tax (III-IV)**	**39,084**	**120,965**	**209.5%**
VI.	**Share of profit/(loss) from joint ventures (net)**	(900)	14	(101.6)%
VII.	**Profit before exceptional items and tax (V + VI)**	**38,184**	**120,979**	**216.8%**
VIII.	**Exceptional items**	8,053	827	(89.7)%
IX.	**Profit before tax (VII-VIII)**	**30,131**	**120,152**	**298.8%**
X.	**Tax expense/(credit):**			
	Current tax	9,432	24,671	161.6%
	Deferred tax	(18,494)	16,752	(190.6)%
	Total Tax Expense/(credit)	**(9,062)**	**41,423**	**(557.1)%**
XI.	**Profit for the year (IX-X)**	**39,193**	**78,729**	**100.9%**

		Year ended March 31,		
		2019	2020	% change
		(Rs. in millions, except percentages)		
I.	**Revenue from operations**	847,571	726,109	(14.3)%
	Fees for assignment of procurement contract	—	2,500	—
	Government grant income — VAT/GST incentive relating to earlier years	—	4,655	—
	Total revenue from operations	847,571	733,264	(13.5)%
II.	**Other income**	2,038	5,460	167.9%
III.	**Total income (I + II)**	**849,609**	**738,724**	**(13.1)%**
IV.	**Expenses:**			
	Cost of materials consumed	434,762	388,648	(10.6)%
	Purchases of stock-in-trade	3,199	1,346	(57.9)%
	Changes in inventories of finished goods, work-in-progress and stock-in-trade	(5,899)	(2,695)	(54.3)%
	Mining premium and royalties	—	6,510	—
	Employee benefits expense	24,892	28,393	14.1%
	Finance costs	39,167	42,645	8.9%
	Depreciation and amortization expense	40,406	42,459	5.1%
	Other expenses	201,101	192,334	(4.4)%
	Total expenses	**737,628**	**699,640**	**(5.2)%**

	Year ended March 31,		
	2019	**2020**	**% change**
	(Rs. in millions, except percentages)		
V. Profit before share of profit/(loss) from joint ventures (net), exceptional items and tax (III-IV)	**111,981**	**39,084**	**(65.1)%**
VI. Share of profit from joint ventures (net)	(297)	(900)	203.0%
VII. Profit before exceptional items and tax (V + VI)	**111,684**	**38,184**	**(65.8)%**
VIII. Exceptional items	—	8,053	—
IX. Profit before tax (VII-VIII)	**111,684**	**30,131**	**(73.0)%**
X. Tax expense/(credit):			
Current tax	24,731	9,432	(61.9)%
Deferred tax	11,709	(18,494)	(257.9)%
Total Tax Expense/(credit)	**36,440**	**(9,062)**	**(124.9)%**
XI. Profit for the year (IX-X)	**75,244**	**39,193**	**(47.9)%**

Results of Operations for the Three Months ended June 30, 2021 compared with the Three Months ended June 30, 2020

Revenue from Operations

The Group's revenue from operations in the three months ended June 30, 2021 increased by 145.3 per cent. to Rs.289,019 million (U.S.$3,888 million) from Rs.117,815 million in the three months ended June 30, 2020. The increase in revenue was mainly due to an increase in sales volume by 25%, increase in sales realization as well as sale of iron ore from our Odisha mines. The lower revenue in the three months ended June 30, 2020 was mainly due to lower sales volume on account of the partial suspension of operations and weak demand in the Indian domestic market brought on by lockdown measures and restrictions on movement of goods and services imposed by the Government due to the COVID-19 pandemic outbreak and drastic reduction in sales realizations owing to weak demand and seaborne international steel prices.

Cost of Materials Consumed

Cost of materials consumed increased by 67.4 per cent. to Rs.108,308 million (U.S.$1,457 million) in the three months ended June 30, 2021 from Rs.64,714 million in the three months ended June 30, 2020. The increase in cost of material consumed was in line with the increase in production volume and increase in the iron ore and coking coal prices. The lower cost of materials consumed in the three months ended June 30, 2020 was on account of lower raw material prices (in particular, iron ore and coking coal) and the reduction in production volumes due to the COVID-19 pandemic outbreak.

Purchases of Stock-in-Trade

Purchases of stock-in-trade increased by 4,146.2% per cent. to Rs.552 million (U.S.$7 million) in the three months ended June 30, 2021 from Rs.13 million in the three months ended June 30, 2020. The increase in purchases of stock-in-trade was mainly due to an increase in sales of certain traded goods to related parties.

Mining Premium and Royalties

Mining premium and royalties increased by 3,773.5% to Rs.53,493 million (U.S.$720 million) in the three months ended June 30, 2021 from Rs.1,381 million in the three months ended June 30, 2020. The increase is primarily due to bid premium royalty paid on new mines in Odisha operationalized post first quarter of FY2021.

Employee Benefits Expense

Employee benefits expense increased by 23.2 per cent. to Rs.7,697 million (U.S.$104 million) in the three months ended June 30, 2021 from Rs.6,246 million in the three months ended June 30, 2020. The lower employee benefits expense in the three months ended June 30, 2020 was primarily due to a decrease in manpower cost at our overseas operations due to curtailment of operations and lower production incentives payout.

Finance Costs

Finance costs decreased by 2.3 per cent. to Rs.9,932 million (U.S.$134 million) in the three months ended June 30, 2021 from Rs.10,164 million in the three months ended June 30, 2020. The decrease in finance costs was due to a decrease in the Group's weighted average interest rates, lower working capital utilization and reduction in interest outgoings due to repayments of loans.

Depreciation and Amortization expenses

Depreciation and amortization expenses increased by 12.9 per cent. to Rs.11,827 million (U.S.$159 million) in the three months ended June 30, 2021 from Rs.10,474 million in the three months ended June 30, 2020. The increase in depreciation and amortization was mainly due to depreciation charged on asset capitalization for projects and sustaining capital expenditure.

Other Expenses

Other expenses increased by 75.8 per cent. to Rs.58,969 million (U.S.$793 million) in the three months ended June 30, 2021 from Rs.33,535 million in the three months ended June 30, 2020. The increase in other expenses was in line with the increase in production and sales volume which resulted in higher stores and spares consumption, job work charges, freight expenses as well as higher fuel costs. Due to lockdown measures and restrictions on movement of goods and services imposed by the Government due to the COVID-19 pandemic outbreak, there was lower production and sales in the three months ended June 30, 2020 which resulted in a reduction in stores and spares consumption, job work charges, freight expenses as well as lower power and fuel costs.

Tax Credit/Expense

Tax expense amounted to Rs.27,192 million (U.S.$366 million) in the three months ended June 30, 2021, compared to the Group's tax credit of Rs.609 million in the three months ended June 30, 2020. The tax credit in the three months ended June 30, 2020 was primarily on account of creation of deferred tax asset as the Group had incurred operating losses during the three months period ended June 30, 2020. However, on a yearly basis for FY21, the Company had made a profit.

Profit/Loss for the Period

As a result of the foregoing, the Group's profit for the period was Rs.58,995 million (U.S.$794 million) in the three months ended June 30, 2021, compared to the Group's loss for the period of Rs.5,822 million in the three months ended June 30, 2020.

Results of Operations for the Year Ended March 31, 2021 compared with the Year Ended March 31, 2020

Revenue from Operations

Our revenue from operations in the year ended March 31, 2021 increased by 10.0% to Rs.798,392 million from Rs.726,109 million in the year ended March 31, 2020. The increase in revenue was mainly due to an increase in sales realization as well as sale of iron ore from our Odisha mines. Domestic steel demand during the year was impacted by the pandemic-induced disruptions, general lack of liquidity, softer investment cycle and weaker sentiment, which was reflected in slow automotive and consumer durables momentum during the first half of fiscal year 2021. This resulted in lower sales volumes and accumulation of inventory across the industry. In the first two quarters, the Company strategically focused on exports, which enabled it to stay resilient and grow exports by 41% y-o-y. As domestic demand picked up in H2 FY2020-21, the Company accelerated domestic sales rapidly.

Fees for assignment of procurement contract

We did not record fees for assignment of procurement contract in the year ended March 31, 2021 compared to Rs.2,500 million recorded in the year ended March 31, 2020. The amount for FY2020 represented consideration received from a vendor as fee for assignment of a procurement contract pertaining to the supply of industrial gases.

Government grant income — VAT/GST incentive relating to earlier years

We did not record government grant income for the year ended March 31, 2021 compared to Rs.4,655 million recorded in the year ended March 31, 2020, pertaining to earlier years. The amount for FY2020 was accrued based on in-principle approval received from the Government of Maharashtra for incentives on our investment for expansion from 3.3 mtpa to 5 mtpa at Dolvi Works for the period beginning May 2016 onwards.

Cost of Materials Consumed

Cost of materials consumed decreased by 16.1% to Rs.326,231 million in the year ended March 31, 2021 from Rs.388,648 million in the year ended March 31, 2020. The decrease in cost of materials consumed was on account of lower coking coal prices and the reduction in production volumes due to the COVID-19 pandemic outbreak in quarter one and two of FY 2020-21.

Purchases of Stock-in-Trade

Purchases of stock-in-trade increased by 72.8% to Rs.2,326 million in the year ended March 31, 2021 from Rs.1,346 million for the year ended March 31, 2020. The increase in purchases of stock-in-trade was mainly due to an increase in sales of certain traded goods to related parties.

Mining Premium and Royalties

Mining premium and royalties increased by 971.0% to Rs.69,724 million in the year ended March 31, 2021 from Rs.6,510 million in the year ended March 31, 2020. The increase is primarily due to bid premium royalty paid on new mines in Odisha operationalized during the year.

Employee Benefits Expense

Employee benefits expense decreased by 11.7% to Rs.25,063 million in the year ended March 31, 2021 from Rs.28,393 million in the year ended March 31, 2020. The decrease was primarily due to a decrease in manpower cost at overseas operations due to curtailment of operations and lower production incentives payout.

Finance Costs

Finance costs decreased by 7.2% to Rs.39,574 million in the year ended March 31, 2021 from Rs.42,645 million in the year ended March 31, 2020. The decrease was mainly due to a decrease in the Group's weighted average interest rates, lower working capital requirements largely driven by liquidation of inventories and repayment of term loans through improved cash accrual.

Depreciation and Amortization Expenses

Depreciation and amortization expenses increased by 10.2% to Rs.46,788 million in the year ended March 31, 2021 from Rs.42,459 million in the year ended March 31, 2020. This increase was mainly due to depreciation charged on asset capitalization for projects and sustaining capital expenditure, as well as depreciation of assets recognized as right of use assets following the adoption of IND-AS 116 (*Leases*) with effect from April 1, 2019. Further, amortization costs were higher on account of amortization of mining assets as the Company commenced mining operations in Odisha.

Other Expenses

Other expenses decreased by 7.9% to Rs.177,122 million in the year ended March 31, 2021 from Rs.192,334 million in the year ended March 31, 2020. The decrease in other expenses was primarily due to lower prices of electrodes and refractories and reduced consumption of imported mechanical and electrical spares as the plant operations were partially suspended in the first quarter of FY2020-21 and reduced job work charges, Power and fuel costs decreased primarily due to lower steam coal prices, reduced power purchases and lower natural gas prices.

Exceptional Items

The Group made an impairment provision of Rs.827 million for the year ended March 31, 2021 in respect of the U.S. coal business based on expected cashflows. The exceptional items recorded in the year ended March 31, 2020 primarily comprised of an impairment provision of Rs.7,250 million relating to overseas subsidiaries towards the value of property, plant and equipment (including CWIP), goodwill, intangibles and other assets based on the overall assessment of recoverable value considering uncertainty in restarting the iron ore mining operations in Chile on account of the COVID 19 pandemic, and Rs.803 million towards identified items of property, plant and equipment of the Company.

Tax Credit/Expense

Tax expenses increased to Rs.41,423 million in the year ended March 31, 2021 as compared to a tax credit of Rs.9,062 million in the year ended March 31, 2020. This increase was primarily on account of increase in profit. Also, the tax credit in fiscal year 2020 was primarily on account of a reversal of deferred tax liability due to expected transition to the new tax regime.

Profit for the Year

As a result of the foregoing, we recorded profit for the year of Rs.78,729 million in the year ended March 31, 2021, representing an increase of 100.9 per cent. compared to a profit for the year of Rs.39,193 million in the year ended March 31, 2020.

Results of Operations for the Year Ended March 31, 2020 compared with the Year Ended March 31, 2019

Revenue from Operations

The Group's revenue from operations in the year ended March 31, 2020 decreased by 14.3 per cent. to Rs.726,109 million from Rs.847,571 million in the year ended March 31, 2019. The decrease in revenue was mainly due to weak demand in the Indian domestic market and decline in sales realization. Indian domestic steel demand was impacted by general liquidity tightness, a softer investment cycle and weakness in the automotive and consumer durables industries. During the second half of the 2020 fiscal year, various supportive fiscal and monetary measures helped increase business and consumer sentiment to a large extent, resulting in demand improvements from the infrastructure and construction sectors in the Indian domestic market.

Fees for assignment of procurement contract

Fees for assignment of procurement contract were Rs.2,500 million in the year ended March 31, 2020 compared to none being recorded in the year ended March 31, 2019. This increase was due to consideration received from a vendor as fee for assignment of a procurement contract pertaining to the supply of industrial gases.

Government grant income — VAT/GST incentive relating to earlier years

Government grant income was Rs.4,655 million in the year ended March 31, 2020 compared to none being recorded in the year ended March 31, 2019 pertaining to earlier years. This amount was accrued based on in-principle approval received from the Government of Maharashtra for incentives on its investment for expansion from 3.3 mtpa to 5 mtpa at Dolvi Works for the period beginning May 2016 onwards.

Cost of Materials Consumed

Cost of materials consumed decreased by 10.6 per cent. to Rs.388,648 million in the year ended March 31, 2020 from Rs.434,762 million in the year ended March 31, 2019. The decrease was primarily on account of lower raw material prices (in particular, iron ore and coking coal) and the reduction in production volumes. However, this was offset by unfavorable currency movements as the Indian rupee depreciated by 9 per cent. against the U.S. dollar, which increased the costs of imported raw material costs for the Company.

Purchases of Stock-in-Trade

Purchases of stock-in-trade decreased by 57.9 per cent. to Rs.1,346 million in the year ended March 31, 2020 from Rs.3,199 million for the year ended March 31, 2019. There was a higher purchase of certain grades of steel to meet customer specific requirements in the year ended March 31, 2019 compared to the year ended March 31, 2020.

Employee Benefits Expense

Employee benefits expense increased by 14.1 per cent. to Rs.28,393 million in the year ended March 31, 2020 from Rs.24,892 million in the year ended March 31, 2019. The increase was primarily due to salary increments and higher headcount.

Finance Costs

Finance costs increased by 8.9 per cent. to Rs.42,645 million in the year ended March 31, 2020 from Rs.39,167 million in the year ended March 31, 2019. The increase was mainly due to increased working capital requirements in light of increases in inventories and term loans. Overall, a tightened liquidity scenario and increase in government grant receivables led to a rise in finance costs.

Depreciation and Amortization expenses

Depreciation and amortization expenses increased by 5.1 per cent. to Rs.42,459 million in the year ended March 31, 2020 from Rs.40,406 million in the year ended March 31, 2019. This increase was mainly due to depreciation charged on asset capitalization for projects and sustaining capital expenditure, as well as depreciation of assets recognized as Right of Use assets following the adoption of IND-AS 116 Leases with effect from April 1, 2019.

Other Expenses

Other expenses decreased by 4.4 per cent. to Rs.192,344 million in the year ended March 31, 2020 from Rs.201,101 million in the year ended March 31, 2019. The decrease was primarily as a result of a reduction in stores and spares consumption as well as lower power and fuel costs. Hedging costs and net loss on foreign currency transactions and translations were higher as the Indian rupee depreciated by 9 per cent. against the U.S. dollar.

Exceptional Items

In the year ended March 31, 2020, the Group recorded exceptional items of Rs.8,053 million for the year but did not record any exceptional items in the year ended March 31, 2019. The exceptional items recorded in the year ended March 31, 2020 primarily comprised of an impairment provision of Rs.7,250 million relating to overseas subsidiaries towards the value of property, plant and equipment (including CWIP), goodwill, intangibles and other assets based on the overall assessment of recoverable value considering uncertainty in restarting the iron ore mining operations at Chile on account of the COVID 19 pandemic, and Rs.803 million towards identified items of property, plant and equipment of the Company.

Tax Credit/Expense

The Company recorded tax credit of Rs.9,062 million in the year ended March 31, 2020 as compared to a tax expense of Rs.36,440 million in the year ended March 31, 2019. This change was primarily on account of a reversal of deferred tax liability due to a change in the corporate tax rate and lower current tax liability due to the decrease in profit during the year under review.

Profit for the Year

As a result of the foregoing, the Group recorded a profit for the year of Rs.39,193 million in the year ended March 31, 2020 compared to profit for the year of Rs.75,244 million in the year ended March 31, 2019.

Liquidity and Capital Resources

Capital Requirements

Our principal capital requirements are for capital expenditure, payment of principal and interest on our borrowings and, in some years, acquisitions of subsidiaries and joint ventures. Our principal source of funding has been, and is expected to continue to be, cash generated from our operations, supplemented by funding from bank borrowings and the capital markets. For the three years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2021, we had met our funding requirements, including capital expenditure, satisfaction of debt obligations, investments, taxes, other working capital requirements, dividends and other cash outlays, principally with funds generated from operations with the balance borrowings.

We are considering other financing and refinancing transactions intended to diversify our obligations, reduce interest cost and lengthen the maturity profile of our indebtedness. In order to implement this strategy, we may enter into new credit facilities or issue other foreign or local currency securities, on negotiated terms which are customary for such arrangements.

Cash Management Policy

We follow a prudent policy of monitoring the budgeted cash flow on a monthly basis. Timing of inflows and outflows are matched so as to ensure smooth and efficient operations in a cost-effective manner. Further, cash outflows are processed based on priority. We believe that we are able to arrange other short-term funding at competitive rates to avail interest rate arbitrage.

Cash Flow Data

We seek, in normal circumstances, to maintain substantial cash and cash equivalents balances to provide us with financial liquidity and operational flexibility. Our cash is placed in bank fixed deposits, bank balances and debt based mutual funds.

The following table sets forth selected items from our consolidated statement of cash flow for the years ended March 31, 2019, 2020 and 2021 and from our unaudited condensed consolidated interim statement of cash flow for three months ended June 30, 2020 and 2021:

	Year ended March 31,			Three months ended June 30,	
	2019	2020	2021	2020	2021
	(Rs. in millions)				
Net cash generated from operating activities (A)	146,326	127,849	187,894	18,000	17,724
Net cash used in investing activities (B)	(114,479)	(195,859)	(81,194)	(9,934)	(38,951)
Net cash (used in)/generated from financing activities (C)	17,533	51,888	(31,096)	(28,129)	(33,724)
Net increase/(decrease) in cash and cash equivalents (A+B+C)	**49,380**	**(16,122)**	**75,604**	**(20,063)**	**(54,951)**
Cash and cash equivalents at the end of the year/period	**55,807**	**39,656**	**119,433**	**19,548**	**64,434**

Net Cash Flows Generated from Operating Activities

Net cash generated from operating activities was Rs.17,724 million (U.S.$238 million) during the three months ended June 30, 2021 as compared to Rs.18,000 million during the three months ended June 30, 2020. The net cash generated from operating profit before working capital changes during the three months ended June 30, 2021 was Rs.102,515 million (U.S.$1,379 million) against Rs.11,325 million during the three months ended June 30, 2020. Cash from operations was higher than the previous period, reflecting higher operating profits.

Net cash generated from operating activities was Rs.187,894 million during the year ended March 31, 2021 as compared to Rs.127,849 million in the year ended March 31, 2020. The net cash generated from operating profit before working capital changes during the year ended March 31, 2021 was Rs.194,547 million against Rs.123,013 million in the year ended March 31, 2020. Cash from operations was higher than the previous year, reflecting higher operating profits.

Net cash generated from operating activities was Rs.127,849 million during the year ended March 31, 2020 as compared to Rs.146,326 million in the year ended March 31, 2019. The net cash generated from operating profit before working capital changes during the year ended March 31, 2020 was Rs.123,013 million against Rs.188,440 million in the year ended March 31, 2019. Cash from operations was lower than the previous year, reflecting lower operating profits.

Net Cash Flows Used in Investing Activities

Net cash used in investing activities was Rs.38,951 million (U.S.$524 million) in the three months ended June 30, 2021. This represents expenditure for capacity expansion from 5 mtpa to 10 mtpa at Dolvi Works, other ongoing projects and for sustenance capex.

Net cash used in investing activities was Rs.9,934 million in the three months ended June 30, 2020. This represents expenditure for capacity expansion from 5 mtpa to 10 mtpa at Dolvi Works, other ongoing projects and for sustenance capex.

Net cash used in investing activities was Rs.81,194 million in the year ended March 31, 2021. This primarily represents cash outflow on acquisition of subsidiaries/acquisition of NCI of Rs.15,750 million, investment in joint ventures of Rs.50,874 million and for purchases of property, plant and equipment and intangibles assets (including under development and capital advances) of Rs.92,579 million (expenditure for capacity expansion from 5 mtpa to 10 mtpa at Dolvi Works, other ongoing projects and for sustenance capex).

Net cash used in investing activities was Rs.195,859 million in the year ended March 31, 2020, primarily used in purchases of property, plant and equipment and intangibles assets (including under development and capital advances), which amounted to Rs.128,104 million. This represents (i) expenditure for capacity expansion from 5 mtpa to 10 mtpa at Dolvi; (ii) expenditure on the PLTCM line at JSW Coated, (iii) expansion at JSW USA; (iv) investments in CRM 1 expansion at Vijayanagar; and (v) other capacity augmentation and cost-saving projects.

Net cash used in investing activities was Rs.114,479 million in the year ended March 31, 2019, primarily used in payments for property, plant and equipment (including capital advances), which amounted to Rs.102,056 million. This represents expenditure for capacity expansion from 5 mtpa to 10 mtpa at Dolvi, for expenditure on the tinplate mill and PLTCM line at JSW Coated and for investments in CRM 1 expansion at Vijayanagar and other capacity augmentation and cost-saving projects.

Net Cash Flows (used in)/generated from Financing Activities

Net cash used in financing activities in the three months ended June 30, 2021 amounted to Rs.33,724 million (U.S.$454 million), compared to net cash used in financing activities of Rs.28,129 million in the three months ended June 30, 2020. The net cash used in financing activities in the three months ended June 30, 2021 primarily consisted of loan repayments net of loan receipts, interest payments and dividend payments.

Net cash used in financing activities in the year ended March 31, 2021 amounted to Rs.31,096 million, compared to net cash generated from financing activities of Rs.51,888 million in the year ended March 31, 2020. The net cash used in financing activities in the year ended March 31, 2021 primarily consisted of loan repayments net of loan receipts, interest payments and dividend payments.

Net cash generated from financing activities in the year ended March 31, 2020 was Rs.51,888 million compared to net cash used in financing activities of Rs.17,533 million during the year ended March 31, 2019. The net cash generated from financing activities in the year ended March 31, 2020 primarily consisted of loan receipts net of loan repayments, interest payments and dividend payments.

The net decrease in cash and cash equivalents was Rs.54,951 million (U.S.$739 million) with cash and cash equivalents of Rs.64,434 million (U.S.$867 million) as at June 30, 2021 against cash and cash equivalents of Rs.119,433 million as at March 31, 2021.

Indebtedness

Our principal sources of external financing include both short-term and long-term facilities (in both Rupees and other currencies). We are required to secure certain of our borrowings, in line with established market practices. As at June 30, 2021, we had total borrowings (i.e. non-current borrowings plus current borrowings) of Rs.628,773 million (U.S.$8,457 million), which include foreign currency borrowings (foreign currency bonds, foreign currency term loan, acceptances for capital projects, foreign currency working capital loans from banks and upfront fees on foreign currency term loans) of Rs.379,441 million (U.S.$5,104 million) (60.3% of total borrowings), with the remainder of our borrowings denominated in Rupees.

Our current borrowings excluding current maturities of long term borrowings as at June 30, 2021 amounted to Rs.54,314 million (U.S.$731 million). As at June 30, 2021, our non-current borrowings (including current maturities of long term borrowings) represented foreign currency bonds and debentures of Rs.262,771 million (U.S.$3,534 million), rupee term loan and foreign currency term loan (including deferred government loans) of Rs.298,522 million (U.S.$4,015 million), acceptances for capital projects of Rs.16,549 million (U.S.$223 million) and preference shares of Rs.271 million (U.S.$4 million) as reduced by upfront fees on rupee term loans and upfront fees on foreign currency term loans of Rs.3,654 million (U.S.$49 million).

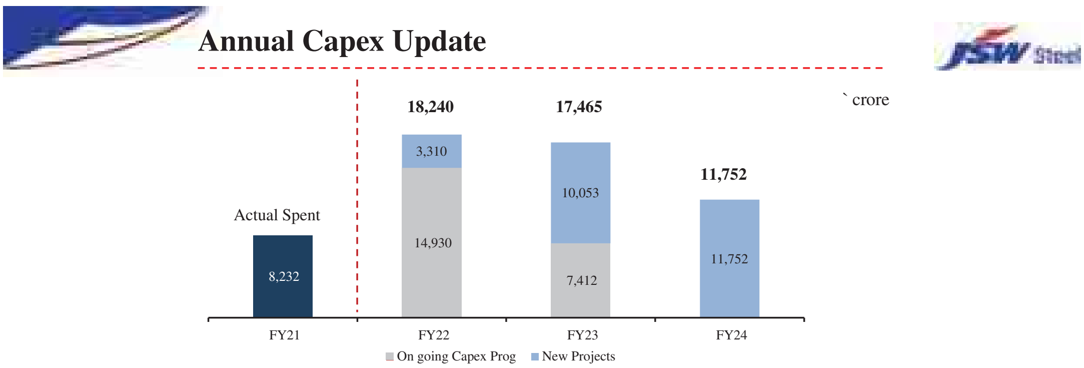
Some of our financing agreements and debt arrangements contain financial covenants that require the satisfaction and/or maintenance of financial tests and ratios, including requirements to maintain debt to equity ratios, debt coverage ratios and certain other liquidity ratios. In addition, such agreements and arrangements also require us to obtain prior lender consents for certain specified actions, including issuing new securities, changing our business, merging, consolidating, selling significant assets or making certain acquisitions or investments. See "*Risk Factors — Risks Related to the Group — We have incurred significant indebtedness and may incur further debt. Our substantial indebtedness and the conditions and restrictions imposed by our lenders and the terms of any future debt obligations may restrict our ability to conduct our business and operations*" and "*Description of Material Indebtedness*".

Commitments

Our capital commitment includes estimated amount of contracts remaining to be executed on capital account and not provided for (net of advances) of Rs.180,443 million, Rs.139,293 million, Rs.104,930 million and Rs.133,521 million (U.S.$1,796 million) for the years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2021, respectively.

Capital expenditure

Our expansion plans, including acquisitions of other businesses and joint ventures, require significant capital expenditure. The details of capital expenditure proposed to be spent over the next three years is as below:



Ongoing CapexProgram	
Particulars	**` crore**
Unspent Capex including creditors and acceptances	21,162
1.5mtpa Coke Oven at Vijayanagarto support 5mtpa brownfield steel capacity	805
Augmenting 1mtpa Crude Steel Capacity at Vijayanagar	380
Total	**22,342**

New Projects	
Particulars	**` crore**
5mtpa brown field expansion at Vijayanagar	15,000
120ktpa Colour Coated Line in J&K	100
Odisha Mining (own mining infrastructure, beneficiation and digitization)	3,450
Sustenance Capex	6,565
Total	**25,115**

JSW SteelQ4 FY21 Results Presentation

Our capital expenditure (net of deletion and other adjustments to PPE) towards tangible assets for the years ended March 31, 2019, 2020 and 2021 and the three months ended June 30, 2021 are as follows:

	Year ended March 31,			Three months ended June 30,	
	2019	2020	2021	2020	2021
			(Rs. in millions)		
Purchase of property, plant and equipment and intangibles assets (including under development and capital advances)	102,056	128,104	92,579	26,810	361

Note:

(1) For the reader's convenience, U.S. dollar translations of Indian Rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021

We periodically reassess our capital expenditure plans, and the planned amounts of such expenditures may change materially after such assessment.

Our planned and budgeted capital investments in India are focused largely on capacity expansion and addition of downstream facilities for value-added products.

Our expansion plans, including acquisitions of other businesses and joint ventures, require significant capital expenditure. There are a number of factors that could affect the feasibility of our expansion plans and our ability to timely complete them, including receiving financing on reasonable terms or at all, obtaining required regulatory permits and licenses, the expiration of any agreements with local governments related to such projects, demand for our products and general economic conditions.

The COVID-19 pandemic and the lockdown that followed had affected our project activity at various sites due to non-availability of manpower and materials on account of restrictions on movement. The COVID-19 pandemic still poses challenges such as adequate staffing (with several workers employed by our contractors returning to their homes and non-availability of foreign experts due to travel restrictions). The capital expenditure for FY2021 was Rs.82,320 million for FY2021. See "*Risk Factors — Risks Related to Us — We may not be able to successfully implement, sustain or manage our growth strategy" and "Risk Factors — Risks Related to Us — Our expansion plans require significant expenditure and, if we are unable to obtain the necessary funds for expansion, our business may be adversely affected*".

Contingent Liabilities as per IND-AS 37 — "Provisions, Contingent Liabilities and Contingent Assets"

The following table sets forth our consolidated contingent liabilities as per IND-AS 37 as at June 30, 2021:

	As at June 30, 2021	
	(Rs. in millions)	(U.S.$ in millions)
Guarantees	**90,502**	**1,217**
Disputed claims/levies (excluding interest, if any), in respect of		
Excise duty	4,854	65
Customs duty	7,621	103
Sales tax/Special entry tax	15,743	212
Income tax	785	11
Service Tax	3,286	44
Levies by local authorities	725	10
Levies relating to Energy/Power obligations	4,375	59
Claims by suppliers and other parties	1,456	20

	As at June 30, 2021	
	(Rs. in millions)	**(U.S.$ in millions)**
Guarantees	**90,502**	**1,217**
Claims related to Forest Development Tax/Fee	**32,260**	**434**

Note:

(1) For the reader's convenience, U.S. dollar translations of Indian Rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

For a discussion of our material indebtedness, please see "*Description of Material Indebtedness*".

Off-Balance Sheet Arrangements

As at June 30, 2021, we did not have any material off-balance sheet arrangements.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed in the ordinary course of our business to risks related to changes in exchange rates, interest rates, commodity prices and energy and transportation tariffs.

Exchange Rate Risk

Our reporting currency is Rupees. We have significant operations in U.S. dollars. Respective units face fluctuations in cash flows to the extent their operating cash flows are transacted in foreign currencies. Volatility in exchange rates affects our results from operations in a number of ways. It impacts our revenue from export markets and the costs of imports, primarily in relation to raw materials.

We are exposed to exchange rate risk under our trade and debt portfolio. In order to hedge exchange rate risk under our trade portfolio and capital account transactions, we have a policy to hedge cash flows up to a specific tenure using a mix of derivative instruments and options. Adverse movements in the exchange rate between the Rupee and any relevant foreign currency results in an increase in our overall debt position in Rupee terms without us having incurred additional debt. As at June 30, 2021, our total borrowings (non-current borrowings plus current borrowings) was Rs.628,773 million (U.S.$8,457 million). Out of the same, 39.7% was denominated in Rupees (debenture, rupee term loans, deferred government loan, preference shares, commercial paper, working capital loans from bank-rupee loans and upfront fees on rupee term loans), and the remaining 60.3% was denominated in various foreign currencies (foreign currency bonds, foreign currency term loans, acceptances for capital project, foreign currency working loans from bank and upfront fees on foreign currency term loans), including U.S. dollars, Euro and Japanese Yen. As a result, our results of operations may be materially affected by the significant fluctuations in the exchange rates of relevant foreign currencies. See "*Risk Factors — Risks Related to Us — We face foreign exchange risks, which may adversely affect our cashflows and results of operations*".

Hedging Activities

We use derivative financial instruments to hedge the foreign currency risk arising on account of our revenue and debt portfolio. All hedging activities are carried out in accordance with our internal risk management policies, as approved by the Board of Directors, and in accordance with the applicable regulations where the we operate. Our risk management policies attempt to protect business planning from adverse currency and interest rate movements. We do not use derivative contracts for speculative purposes.

Hedging activities in India are governed by the RBI, whose policies must be complied with at all times. The policies under which the RBI regulates hedging activities can change from time to time, and these policies may affect the effectiveness with which we manage our exchange rate risk. We follow a gross hedging policy for our imports and exports. Exports are hedged using forwards. For hedging the imports, we hedge our exposure appropriately by either using forwards or options. We hedge our U.S. dollar interest rate risk through interest rate swaps to reduce the floating rate risk. Commodity hedging is based on our procurement schedule, price risk and economic benefits through swaps. Commodity hedging is undertaken as a risk offsetting exercise and, depending upon market conditions hedges, may extend beyond the financial year. We have a policy of hedging up to 50% of our consumption.

Interest Rate Risk

We are exposed to the interest rate risk on short-term and long-term floating rate instruments and also on the refinancing of fixed rate debt. Our policy is to maintain a balance of fixed and floating interest rate borrowings.

Our floating rate debt is mostly linked to the Dollar London Interbank Offering Rate and also to the base rates/MCLR of various Indian banks. The costs of floating rate borrowings may be affected by the fluctuations in the interest rates. Our exposure to interest rate movements are reviewed by appropriate levels of management on a regular basis. We do not enter into hedging instruments for speculative purposes.

Borrowing and interest rate hedging activities in India are governed by the RBI and we have to comply with its regulations. The policies under which the RBI regulates these borrowing and interest rate hedging activities can change from time to time and can impact the effectiveness with which we manage our interest rate risk. Any increase in interest rates could therefore materially and adversely affect our cash flow, business, results of operations and financial condition. See "*Risk Factors — Risks Related to Us — We face foreign exchange risks, which may adversely affect our cashflows and results of operations*".

Commodity Price Risk

Our revenue is exposed to the market risk of price fluctuations related to the sale of our steel products. Market forces generally determine prices for the steel products sold by us. These prices may be influenced by factors such as supply and demand, production costs (including the costs of raw material inputs) and global and regional economic conditions and growth. Adverse changes in any of these factors may reduce the revenue that we earn from the sale of our steel products.

We primarily purchase our raw materials on the open market from third parties. We are therefore subject to fluctuations in prices for the purchase of coking coal, ferro alloys, zinc, scrap and other raw material inputs. We purchased 65% of our iron ore and all our coal requirements from the open market in the year ended March 31, 2021.

*Market data and certain industry forecasts used in "Industry Overview" were obtained from internal surveys, market research, publicly available information and industry publications published by the World Steel Association ("**World Steel**"), the Indian Ministry of Steel, World Bank, General Administration of Customs of the People's Republic of China (GACC) and the International Monetary Fund ("**IMF**"). Such information has been accurately reproduced herein and, as far as the Group is aware and is able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Industry publications generally state that the information that they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of that information is not guaranteed. Similarly, internal surveys, industry forecasts and market research, while believed to be reliable, have not been independently verified, and none of the Group nor any of the Joint Lead Managers, the Trustee or an Agent makes any representation as to the accuracy or completeness of this information.*

Overview

Steel is one of the most important, multi-functional and adaptable materials in use today and is generally considered to be critical to industrial development. Steel is an alloy of iron and other elements, primarily carbon. Steel contains less than 2 per cent. carbon, 1 per cent. manganese and small amounts of silicon, phosphorus, sulfur and oxygen. Steel is highly versatile, as it is hot and cold formable, weldable, hard, recyclable and resistant to corrosion, water and heat. Steel continues to be the production material of choice in the construction, machinery, automotive and other industries. Notwithstanding potential threats from substitute materials such as plastics, aluminum, glass and ceramics, steel continues to demonstrate its economic advantage.

Production Process

Steel production involves several processing stages including iron making, primary and secondary steelmaking, casting and hot rolling. These are followed by fabrication processes such as cold rolling, forming, forging, joining, machining, coating and/or heat treatment. Iron making is the reduction of iron ore from the natural oxide state to a metal known as either pig iron or DRI, depending on the iron making process used. There are primarily three iron making process routes in commercial use: blast furnace iron making; direct reduction (Midrex and HYL process) and direct smelting (i.e. Corex, FINEX, HIsmelt and several others).

Steelmaking involves the removal of carbon and other impurities to convert the pig iron or DRI to steel and the addition of other metals to add desired properties in relation to strength, hardness and corrosion-resistance. There are two main ways in which steel is produced: either from raw materials (e.g. iron ore, coal and limestone) or by recycling steel scrap. Iron ore-based steelmaking accounts for approximately 73 per cent. of world steel production, while scrap-based steel accounts for approximately 27 per cent. of global steel production.

In iron ore based steelmaking, iron ore is reduced to iron and then converted to steel. The main inputs are iron ore, metallurgical coal, limestone and recycled (scrap) steel. The main ore-based production routes are: iron making via the blast furnace ("**BF**") followed by steelmaking in the basic oxygen furnace ("**BOF**"), and iron making via direct reduction ("**DRI**") followed by steelmaking in the electric arc furnace ("**EAF**"). In the BOF method, the furnace converts iron from the blast furnace into steel. In the EAF method, recycled steel scrap and/or DRI is melted and converted into high quality steel by using high-power electric arcs.

Types of Steel

Steel is not a single product. There are currently more than 3,500 different grades of steel with many different properties — physical, chemical, environmental, 75.0 per cent. of which have been developed in the last 20 years. Steel products are usually subdivided into two main categories:

- Long steel products include blooms, slabs, billets, wire, rebars, beams and rails. Long products are mostly used in the construction, machine building, engineering and infrastructure industries such as railways and road construction; and

- Flat products include hot and cold rolled steel, plates, galvanized steel, pre-painted steel, transformer steel and dynamo steel. Flat products are largely used in various industries, including construction, electrical engineering, machine building, automotive, energy, shipbuilding, and tube and pipe production.

The Global Steel Industry

The global steel industry is affected by a combination of factors, including periods of economic growth or recession, worldwide production capacity and the existence of, and fluctuations in, steel imports and protective trade measures. Steel prices are a function of global supply and demand and fluctuate in response to macro-economic and industry specific economic conditions. The global steel industry is cyclical and fragmented. The growth or decline of the steel industry is linked to the economic cycle of a country and in particular, to industrial production and infrastructure development.

Despite the influence of the pandemic, through its different regional impacts, the global steel industry was fortunate to end 2020 with only a minor contraction in steel demand. Steel use in China expanded while it contracted in the rest of the world, with a normalization in demand expected during 2021, owing to steady progress on vaccines and changed behavior in the global society. The pandemic has accelerated some key trends, which will bring about shifts in steel demand. Climate change will equally influence the industry.

According to World Steel Association, global crude steel production in 2020 was approximately 1,878 million tons while global apparent steel demand in 2020 is at approximately 1,772 million tons.

World Crude Steel Production

The steel industry, to a large extent, is regionally segmented mainly due to the high cost of transportation, strategic importance for domestic industrial growth and the restrictive effects of protective tariffs, duties and quotas. Historically, steel production was concentrated in the developed markets such as the European Union, North America, Japan and the former Soviet Union. However, steel production in Asia, particularly in China and India, has grown significantly over the past decade. The recent production shift to Asia has largely been driven by the benefits of proximity to the major growth markets for steel consumption and the greater availability of key raw materials. The levels of global imports and exports have generally increased as production has shifted towards low-cost production regions. The recent shift to Asia is also evident in the top ten crude steel producers in the world, who are mostly Asia based steel producers.

According to World Steel, world crude steel output has grown at 2.7 per cent. CAGR from 1,435 mt in 2010 to 1,878 mt in 2020. China remained the largest single producer of steel in the world in 2020, producing approximately 1,065 mt of crude steel. China's steel production in 2020 increased by 7.0 per cent. from 2019, and accounted for approximately 56.7 per cent. of global steel production.

The following table sets forth crude steel production data by country or region from 2016 to 2020:

	2016	2017	2018	2019	2020
Europe	200	211	210	198	179
CIS	102	101	101	101	100
NAFTA (–excluding the U.S.)	31	33	34	32	28
U.S.	78	82	87	88	73
South America	41	44	45	42	39
Middle East/Africa	45	49	55	61	63
Asia (excluding China, India and Japan)	118	129	136	134	141
China	808	871	928	996	1,065
India	95	101	109	111	100
Japan	105	105	104	99	83
Oceania and others	6	6	6	12	6
World total	1,628	1,732	1,816	1,874	1,878
Annual Change (%)	0.5%	6.3%	4.9%	3.2%	0.2%

Source: World Steel (World Steel in Figures 2020 and 2021)

World Crude Steel Consumption

Similar to steel production, demand for steel has shifted from developed economies to emerging economies, largely due to increased infrastructure and construction activity, especially in Asia.

According to World Steel, world finished apparent steel consumption was 1,772 million tons in 2020, almost flat as compared to the consumption in 2019. China is the world leader in steel consumption. According to World Steel, China's apparent finished steel consumption was 995 million tons of steel in 2020, which is approximately 56.2 per cent. of global consumption.

The following table sets forth apparent finished steel use data by country or region from 2016 to 2020:

	2016	2017	2018	2019	2020
Europe	198.7	206.4	205.2	191.5	176.6
CIS	51.1	54.6	55.5	58.3	58.2
NAFTA (excluding the U.S.)	38.8	40.6	40.1	37.6	33.9
U.S.	91.9	97.7	99.8	97.6	80
Central and South America	39.7	42.1	42.9	41.9	38.6
Middle East/Africa	90.7	88.2	87.9	89.6	81.6
Asia (excluding China, India and Japan)	178.2	174.4	175.3	174	160.5
China	681	773.8	836.1	911.9	995
India	83.6	88.7	96.7	102.6	88.5
Japan	62.2	64.4	65.4	63.2	52.6
Oceania	6.9	6.6	6.6	6.6	6.1

	2016	2017	2018	2019	2020
World total	1,522.8	1,637.3	1,711.6	1,775.1	1,771.8
Annual change (%)	1.1%	7.5%	*4.5%*	*3.7%*	*(0.2)%*

Source: World Steel (World Steel in Figures 2020 and 2021)

Global Steel Outlook

According to the World Steel Short Range Outlook dated April 15, 2021, world steel demand is expected to grow by 5.8 per cent. in 2021 to reach 1,874.0 mt. after remaining almost flat in 2020. In 2022, steel demand will see further growth of 2.7 per cent. to reach 1,924.6 mt.

The current forecast assumes that the ongoing second or third waves of infections will stabilize in the second quarter and that steady progress on vaccinations will be made, allowing a gradual return to normality in major steel-using countries.

The apparent finished steel demand in the European Union is expected to increase by 10.2 per cent. to 155 mt in 2021, followed by further increase of 4.8 per cent. to 162 mt in 2022. Additionally, China is expected to further bolster global steel demand with an expected increase of 3.0 per cent. in 2021, on account of a faster recovery compared to other parts of the world, to reach 1,025 mt, with the trend likely to remain stable in 2022.

World Steel forecasts that global steel demand excluding China will reach 849 mt, representing an increase of 9.3 per cent. year-on-year in 2021 and 4.8 per cent. year-on-year increase in 2022.

Projected growth in top 10 steel consuming markets — y-o-y growth rates (%)

Countries	2020	2021 (f)	2022 (f)
China.	9.1	3.0	1.0
India	(13.7)	19.8	5.9
United States	(18.0)	8.1	4.3
Japan	(16.8)	6.5	5.0
South Korea	(8.0)	5.2	2.5
Russia	(2.3)	3.0	3.0
Germany	(11.6)	9.3	5.3
Turkey	13.0	18.7	5.7
Vietnam	(4.2)	5.0	7.6
Mexico	(11.8)	7.5	5.5

Source: Worldsteel April 2021 SRO

Global steel demand faces uncertainty from tensions in the global economic environment

While the strength of steel demand recovery seen in 2017 was carried over to 2018, risks have increased. Rising trade tensions, volatile currency movements and the ongoing global crisis due to the COVID-19 pandemic are increasing uncertainty in global steel demand.

The COVID-19 pandemic

According to the World Steel Short Range Outlook dated April 15, 2021, despite the disastrous impact of the pandemic on lives and livelihoods, the global steel industry ended 2020 with only a minor contraction in steel demand. This was due to a surprisingly robust recovery in China, with growth of 9.1 per cent. In the rest of the world steel demand contracted by 10.0 per cent. In the coming years, steel demand will recover firmly, both in the developed and developing economies, supported by pent-up demand and governments' recovery programs. However, for most developed economies a return to the pre-pandemic levels of steel demand will take a few years.

While it is hoped that the worst of the pandemic is passing, there is still considerable uncertainty for the rest of 2021. The evolution of the virus and progress of vaccinations, withdrawal of supportive fiscal and monetary policies, geopolitics and trade tensions could all affect the recovery envisaged.

For the future, structural changes in a post-pandemic world will bring about shifts in steel demand shape. The steel industry will see opportunities from rapid developments through digitization and automation, infrastructure initiatives, reorganization of urban centers, and energy transformation. All at the same time as the industry is responding to the need to produce low-carbon steel.

Recovery of steel demand in the developed world in 2021 and 2022 is expected to be healthy

After the free-fall in economic activity in the second quarter of 2020, industry generally rebounded quickly in the third quarter, largely due to the substantial fiscal stimulus measures and unleashing of pent-up demand. However, activity levels still remained below the pre-pandemic level at the end of 2020. As a result, the developed world's steel demand recorded a double-digit decline of 12.7 per cent. in 2020.

As per World Steel Association, substantial recovery in 2021 and 2022 is expected, with growth of 8.2 per cent. and 4.2 per cent., respectively. However, steel demand in 2022 will still fall short of 2019 levels.

Despite high infection levels, the U.S. economy was able to rebound strongly from the first wave due to the substantial fiscal stimulus that supported consumption. This helped durable goods manufacturing, but overall U.S. steel demand fell by 18 per cent. in 2020. Despite fast progress in vaccinations, steel demand recovery will be constrained in the short term by a weak rebound in the non-residential construction and energy sectors. The automotive sector is expected to recover strongly.

Similarly, the EU steel-using sectors suffered severely from the first lockdown measures in 2020, but experienced a stronger than expected post-lockdown rebound in manufacturing activities due to supportive government measures and pent-up demand. Accordingly, steel demand in 2020 in the EU27 and the UK ended with a better than expected 11.4 per cent. contraction. Italy and France recorded proportionately larger contractions due to the severest lockdown measures and collapsed tourism.

The recovery in 2021 and 2022 is expected to be healthy, driven by recovery in all steel-using sectors, especially the automotive sector, and public construction initiatives. So far, the EU's recovery momentum has not been derailed by the ongoing third waves, but it remains fragile.

While there were fewer COVID-19 cases relative to the U.S. or EU, the Japanese economy was also dealt a severe blow from the pandemic due to the interruption of broad economic activity and weak confidence that added to the effect of the October 2019 consumption tax hike. With a particularly pronounced fall in auto production, steel demand declined by 16.8 per cent. in 2020. The recovery in Japan's steel demand will be moderate, driven by a rebound in the automotive sector with recovering exports and industrial machinery because of a worldwide recovery in capital spending.

South Korea's economy escaped a large decline in GDP thanks to better management of the pandemic, and it saw positive momentum in facility investment and construction. Nevertheless, steel demand contracted by 8.0 per cent. in 2020 due to the contraction in the auto and shipbuilding sectors. In 2021 and 2022, these two sectors will lead the recovery, which will be further supported by the continued strength in facility investment and government infrastructure programmes. Nevertheless, steel demand in 2022 is not expected to return to the pre-pandemic level.

Demand in the developing economies is expected to show a relatively quick rebound in 2021 and 2022

Steel demand in the developing economies excluding China declined by 7.8 per cent. in 2020. However, within the emerging economies, the picture was varied. India, MENA, and most Latin American countries suffered the most.

Benefitting from the global economic recovery and with renewed government infrastructure initiatives, steel demand in the developing economies is expected to show a relatively quick rebound in 2021 and 2022, with growth of 10.2 per cent. and 5.2 per cent., respectively. Accumulation of debts, no recovery in international tourism, and slow vaccination will prevent a faster recovery.

India suffered from an extended period of severe lockdown, which brought most industrial and construction activities to a standstill. However, the economy has been recovering strongly since August, much sharper than expected, with the resumption of government projects and pent-up consumption demand. India's steel demand fell by 13.7 per cent. in 2020 but is expected to rebound by 19.8 per cent. to exceed the 2019 level in 2021. The growth-oriented government agenda will drive India's steel demand up, while private investment will take longer to recover.

In ASEAN, disruptions to construction projects hit the fast-growing steel market, and steel demand contracted by 11.9 per cent. in 2020. Malaysia and the Philippines were the most severely hit, while Vietnam and Indonesia saw only a modest decline in steel demand. Recovery will be driven by a gradual resumption of construction activities and tourism, which will accelerate in 2022.

Latin American economies in general were severely hit by the pandemic and steel demand in 2020 recorded a double-digit contraction in most countries in the region. Mexico's steel demand was hard hit by reduced auto production and investment. The fast recovery in the automotive sector and a strong US economy will support the recovery of Mexico's steel demand in 2021. In Brazil, the economy rebounded sharply following a severe decline in the second quarter, aided by government support. As a result, Brazil's steel demand recorded a small positive growth in 2020 and will continue to recover at a healthy pace in 2021 and 2022.

Steel demand in Russia suffered less decline than other regions due to the government measures that supported construction activities. The National Projects initiatives are expected to support a moderate recovery of steel demand in 2021 and 2022.

Steel demand in Turkey, which suffered a deep contraction in 2019 due to the currency crisis of 2018, maintained the recovery momentum that started in late 2019 due to construction activities. The recovery momentum will continue and steel demand is expected to return to the pre-currency crisis level in 2022.

In the MENA region, steel demand suffered from the cancellation of construction projects and a fall in oil prices, but the rebound of oil prices helped the region's steel demand to recover toward the end of 2020. Steel demand in the MENA region declined by 9.5 per cent. in 2020 and is expected to recover moderately with the resumption of infrastructure investments.

Mixed outlook for the construction sector, while the automotive market is expected to recover strongly

Construction

Global construction output in 2020 fell more than in 2009 after the global financial crisis, 3.9% and 1.9% respectively, as the COVID confinement measures led to an interruption of construction works and revision of investment plans in many countries. In several developing countries, fiscal resources were drawn away from infrastructure investment for the pandemic support programmes.

Across countries, the most severe decline in construction was observed in the Philippines, India and Mexico. There will be regional variation to the speed of recovery in construction. In some countries, the resumption of construction projects is still constrained by COVID restrictions, worker shortages, and weak private investment. At the same time, there are countries where construction activities could gain ground through the year as governments prioritize infrastructure investment as a recovery tool.

In China, the construction sector returned to normal operation at the end of April 2020 and has been showing a fast recovery since then.

Diverging trends among the construction subsectors will emerge from the pandemic. With increased remote working, e-commerce, and reduced business travel, demand for commercial buildings and travel-related facilities will continue to see a downward trend. At the same time, demand for logistics-related facilities to support e-commerce has increased and will continue to be a growth sector. Infrastructure projects have become important and are sometimes the only tool in many countries for economic recovery. They will continue to be a strong driver in emerging economies. In developed economies, green recovery programmes and infrastructure renewal will drive construction demand.

Global construction is expected to reach the 2019 level again in 2022.

Machinery

The global machinery sector was hit by the fall in investment in 2020, but the decline was much less than in 2009. Recovery is expected to take place at a faster pace as well, while a lack of confidence and uncertainty is still a constraining factor.

Due to highly globalized supply chains, disruption was one of the major problems that emerged for the machinery industry during the lockdown. As a result, the sector has started reviewing its supply chains for flexibility and reliability.

Another important factor that will affect the machinery sector is an accelerating trend toward digitization and automation. Investment in this regard will drive growth in the machinery industry.

Also, green initiatives and investment in renewable energy sources will be another growth area for the machinery sector.

Automotive

Globally, the automotive sectors saw the most profound decline among the steel-using sectors, with a nosedive in the second quarter of 2020. While post-lockdown recovery was somewhat more robust than expected, the decline in the automotive industry in 2020 was of a double-digit scale in most countries.

However, the automotive sector is expected to recover strongly in 2021. The recovery will be driven by pent-up demand, increased use of personal transportation due to safety concerns, and increased household cash savings. The recovery is expected to be particularly strong in the US, where the production level in 2021 will exceed the 2019 level. The global automotive industry is expected to return to the 2019 level in 2022.

Despite a faster than expected recovery in demand, the sector is encountering another supply chain bottleneck in early 2021 with a shortage of semiconductors and other parts, which could constrain the recovery potential.

Amid the crisis, 2020 saw a substantial increase in the share of hybrid and fully electric cars sales in the EU to 11.9% and 10.5% respectively, up from 5.7% and 3.0% in 2019.

The following tables set forth World Steel's forecasts for 2020 and 2021 for global steel demand based of finished steel demand across regions and for the top 10 countries:

Steel demand forecasts short range outlook April 2021 for finished steel products

	Million tons			Y-o-Y growth rates%		
Regions	**2020**	**2021(f)**	**2022(f)**	**2020**	**2021(f)**	**2022(f)**
European Union (27) + UK	140.6	154.9	162.4	(11.4)	10.2	4.8
Other Europe	36.0	42.3	44.7	9.4	17.4	5.5
CIS	58.2	60.2	62.1	(0.1)	3.4	3.2
USMCA	114.0	122.6	128.3	(15.7)	7.6	4.6
Central and South America	38.6	42.7	44.5	(7.9)	10.6	4.2
Africa	35.6	38.6	40.9	(9.4)	8.3	5.9
Middle East	46.0	48.5	50.1	(8.6)	5.4	3.3
Asia and Oceania	1,302.8	1,364.2	1,391.6	3.5	4.7	2.0
World	**1,771.8**	**1,874.0**	**1,924.6**	**(0.2)**	**5.8**	**2.7**
World excl. China	776.8	849.1	889.5	(10.0)	9.3	4.7
Developed economies	343.0	371.0	386.4	(12.7)	8.2	4.2
China	995.0	1,024.9	1,035.1	9.1	3.0	1.0
Em. and dev. economies excl. China	433.8	478.2	503.0	(7.8)	10.2	5.2
ASEAN (5)[1]	68.7	73.0	77.7	(11.9)	6.2	6.5
MENA	62.2	66.0	68.7	(9.5)	6.1	4.1

Notes:

f — forecast,

(1) ASEAN (5): Indonesia, Malaysia, Philippines, Thailand and Vietnam

Source: World Steel ("Short Range Outlook" by World Steel Association released in April 2021)

Top 10 steel-using countries short range outlook April 2021 for finished steel products

	Million tons			Y-o-Y growth rates,%		
Countries	**2020**	**2021(f)**	**2022(f)**	**2020**	**2021(f)**	**2022(f)**
China	995.0	1,024.9	1,035.1	9.1	3.0	1.0
India	88.5	106.1	112.3	(13.7)	19.8	5.9
U.S.	80.0	86.5	90.2	(18.0)	8.1	4.3
Japan	52.6	56.0	58.8	(16.8)	6.5	5.0
South Korea	49.0	51.5	52.8	(8.0)	5.2	2.5
Russia	42.5	43.8	45.1	(2.3)	3.0	3.0
Germany	31.1	34.0	35.8	(11.6)	9.3	5.3
Turkey	29.5	35.0	37.0	13.0	18.7	5.7

Top 10 steel-using countries short range outlook April 2021 for finished steel products

Countries	Million tons 2020	Million tons 2021(f)	Million tons 2022(f)	Y-o-Y growth rates,% 2020	Y-o-Y growth rates,% 2021(f)	Y-o-Y growth rates,% 2022(f)
Italy	23.3	24.5	26.3	(4.2)	5.0	7.6
Mexico	21.7	23.4	24.6	(11.8)	7.5	5.5

Notes:

f — forecast

Source: WSA ("Short Range Outlook" by World Steel Association released in April 2021)

Recent Trends in Steel Prices

Prices of steel products are generally sensitive to changes in steelmaking raw material prices along with worldwide and local demand; which in turn are affected by worldwide and country-specific economic conditions, available production capacity, fluctuations in steel imports and exports, and tariffs. With diverse product types and applications, steel is not completely fungible. The wide varieties in shape, chemical composition, quality and specifications impact sales prices. In addition, as there is a time lag between upticks in demand and increasing capacities to meet these needs and the high fixed costs involved, steel prices are cyclical and volatile in nature.

The steel industry witnessed a period of continuous growth between 2000 and 2008. Steel prices were on a steady upward trajectory with high apparent demand and tight supply, enabling stronger prices and enhancing steel producers' ability to pass on higher raw material costs. Steel prices decreased significantly during the global financial crisis, as a result of a contraction in end demand in developed countries and slower growth in emerging countries. The price of hot rolled coils ("**HRC**") is typically used as the proxy for steel pricing as it is the largest category of steel consumed. From 2013 onwards, oversupply of steel due to exports from China, economic slowdown in Europe and tempered growth in Asia, impacted steel prices. As a result, the Chinese HRC prices fell 55% by January 2016 compared to January 2013. The lower steel prices affected margins of major steelmakers in both developed markets and emerging markets especially in the years 2014 and 2015.

Steel prices bottomed in January 2016 and since then China saw a continuing growth in steel prices in the second half of 2016 and early 2017. Steel prices have generally prevailed over U.S.$600/ton (FOB) from August 2017 throughout December 2017, which is the highest since the first half of 2014. This increase in steel prices were driven by: (a) closure of outdated and inefficient capacities on accelerated basis and pruning new capacity growth, (b) raw material cost push, and (c) stronger economic momentum within the country and across the globe.

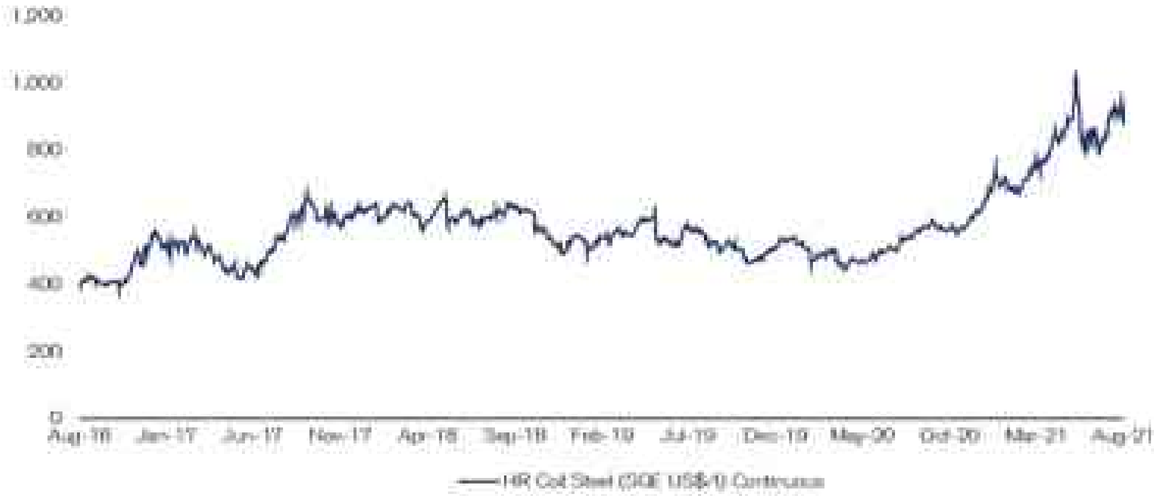
During the down cycle, steel inventory levels fell to very low levels and subsequently global restocking became a significant factor providing support to steel prices. Steel prices across the world have also benefitted from reduced Chinese exports and increasing trade measures.

On account of unexpected weak macroeconomic conditions, the hot rolled product (China HRC export) price fell to U.S.$590 per ton in March 2018 and continued to remain range bound within U.S.$550-620 per ton. Subsequently, the global HRC price continued to tumble in early 2019 due to trade tensions and moderating steel demand. According to S&P Global Platts assessment, the HRC prices further fell by approximately 30% in the U.S., 16% in Europe and 15% in China between the start of 2019 and the end of April 2020 due to tepid demand from the sector. The COVID-19 pandemic has further reduced steel demand in the first quarter of 2020 restricting any price increase.

Global HRC prices have been recovering lately. Even as global prices rallied throughout much of the year they have failed to keep pace with the U.S. market. U.S. HRC prices have surged by more than 300% since August 2020 and continue to set all-time high prices on an almost daily basis.

The graph below reflects the variation in steel prices in the last few years (Shanghai HRC futures data used as a benchmark for global steel):

Shanghai hot rolled coil futures (U.S.$/ton)



Source: Factset

Raw Materials and Pricing

The primary raw materials used for steelmaking are iron ore and coking coal, as well as coke, scrap, alloys and base metal. The steelmaking process also requires natural gas, electricity and oxygen. However, iron ore and coal costs constitute the largest share of input costs. The demand for raw materials mostly correlates closely with the steel market. Raw material prices generally fluctuate according to steel supply and demand dynamics. However, any raw material specific supply shock can also lead to temporary volatility in prices.

Iron ore prices witnessed a sharp jump from the end of January 2019 owing to supply conditions created by the Vale S.A.'s dam bursts in Brazil. Vale S.A. had also announced closure of some mining operations due to series of bursts. The halt of operations had ramifications for the global supply and price of iron ore. The prices however, took a different turn in August 2019, dropping almost 28% over the previous month.

As a repeat of 2019, supply disruptions in Brazil and strong demand from China have boosted the fundamentals for seaborne iron ore for the year 2020. To date, iron ore prices strongly rebounded and have continued their upward trajectory to reach more than U.S.$103 per ton and mostly remaining above U.S.$100 since Vale S.A. flagged mine disruption risks and suspended its mining operations at the Itabira mining complex in Brazil earlier in June 2020 due to government intervention off the back of rising cases of COVID-19 infections. This movement was also partly credited to China's strong crude steel production, supply shortages and lower iron ore stocks at Chinese ports.

Currently, iron ore prices have risen to record high. As per Fitch, high iron ore spot prices are driven by strong China's demand, but price correction is expected later in 2021. The Chinese government recently raised concerns over growing steel and raw materials prices, which may affect end-markets. Supply has marginally increased in 2021 but the market remains in deficit. China's government also intends to cut emissions from most polluting industries, including steelmaking. While this has provided short-term support to steel margins and iron ore demand and prices, reduced Chinese steel output could affect long-term demand for iron ore. Incremental supply growth is also expected from key iron ore producers, which should balance the market in the medium and long term.

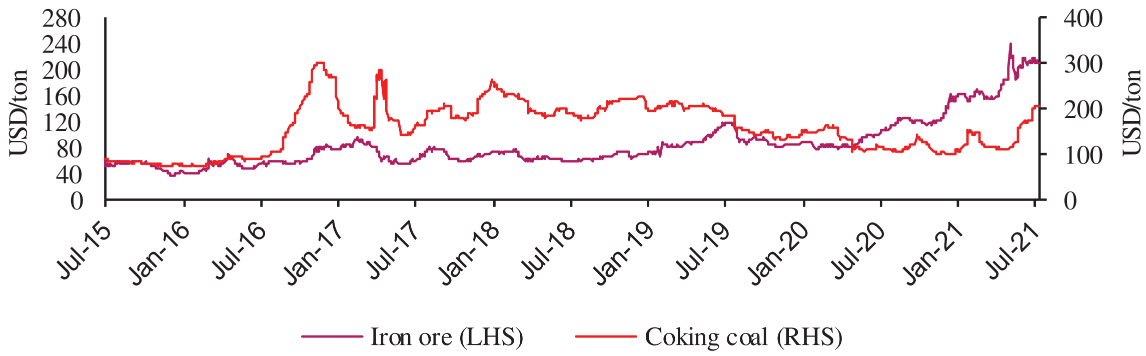
Coking coal spot prices recorded a sharp jump from the end of August 2016 to the end of November 2016, driven by curbs in coal production in China as well as constrained supply due to a series of disruptions in Australia and China. This was further accentuated by steel producers' rush to find supplies in the spot market and better than expected steel demand in China. In 2017, coking coal prices saw two increases — first in April due to Tropical Cyclone Debbie in Australia and subsequently damaging major railways lines carrying coal to ports; the second in December 2017 when the prices spiked over U.S.$240 per ton according to Bloomberg, due to delays in shipments and limitations on coking coal productions in China. However, in April 2018, the prices were back to the lows of U.S.$175 per ton according to Bloomberg on account of lower weather concerns.

Since then, there generally has been normalization in the coking coal prices as they witnessed steady decline from peaks at April 2019 of U.S.$200 per ton to approximately U.S.$106 per ton in the first quarter of 2020 due to tepid steel demand and the COVID-19 pandemic. Increasing iron ore price was partially offset by decreasing coking coal prices recently from the cost of raw materials perspective.

The prices of iron ore and coking coal prices were trading in the range of U.S.$151.2-238.6/ton and U.S.$106.4-216.5/ton, respectively, year to date August 2021, according to Bloomberg.

The graph below reflects the price variation in Iron ore Fines 62% Fe, CFR Qingdao, China and Premium coking coal, Australia:

Coking Coal and Iron Ore Prices (U.S.$/ton)



Source: Bloomberg

India's Steel Industry

In the early 1990s, economic liberalization measures including industrial deregulation, privatization of state-owned enterprises, and reduced controls on foreign trade and investment, resulted in accelerated GDP growth. India's economic growth slowed in 2011 with weakening industrial growth and investment mainly due to high interest rates, rising inflation, and global financial crisis. In late 2012, the Government announced additional reforms and deficit reduction measures, including allowing higher levels of foreign participation in direct investment in the economy. Growth in 2013 fell to a decade low, as India's fiscal and current account deficits widened. Rising macroeconomic imbalances in India and improving economic conditions in Western countries, led investors to shift capital away from India, prompting a sharp depreciation of the Rupee. However, investors' perceptions of India improved in early 2014 with a reduction in the current account deficit and expectations of post-election economic reform, resulting in a surge of inbound capital flows and stabilization of the Rupee. The growth was further affected by critical economic events such as demonetization and introduction of GST in late 2016 and 2017.

According to the IMF, India is the world's second largest country in terms of population, had an estimated GDP on a purchasing power parity basis of approximately U.S.$8.45 trillion in 2020 as per World Bank. This makes it the third largest country by GDP (PPP) in the world after China and the U.S.

However, on account of economical disruptions caused by the COVID-19 pandemic, the Indian real GDP contracted by 7.3% in 2020. The IMF expects the Indian real GDP to grow by 9.5% in 2021 and by 8.5% in 2022.

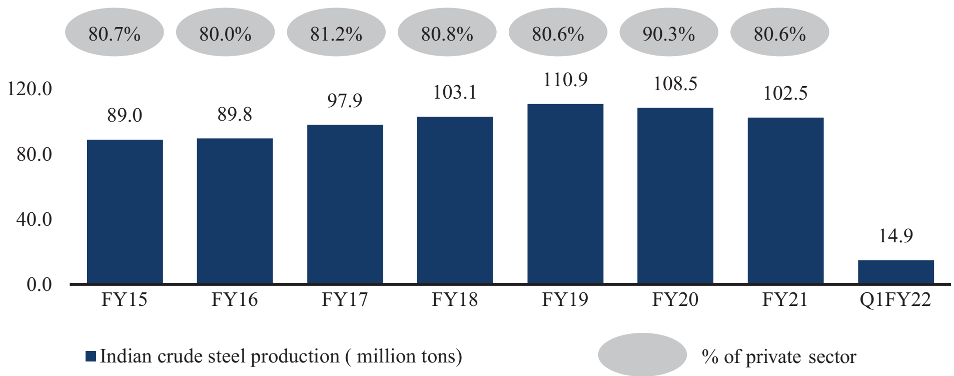
India's Steel Production Capacity

India is the second largest producer of crude steel in the world. As per the Ministry of Steel, the Indian steel sector contributes nearly 2% of the country's GDP and employs around 0.6 million people directly and 2.5 million people indirectly in steel/allied sectors. The liberalization of the industrial policy and other initiatives taken by the Government spurred the growth of the private sector in the steel industry. While the existing units are being modernized or expanded, a large number of new steel plants have also come up in different parts of the country based on cost-effective and state of-the-art technologies. In the last few years, the rapid and stable growth of demand has also prompted domestic entrepreneurs to set up fresh greenfield projects in different states of India.

According to the Ministry of Steel (India), crude steel production declined by 6% year-on-year to 102.49 million tons, while finished steel production declined by 8% year-on-year to 94.66 million tons in FY2021.

The private sector has been gaining production share from the public sector in steel. The following chart highlights the trend in contribution of the private sector in crude steel production in the country during the last six years.

Indian crude steel production (in million tons)



Source: Ministry of Steel Annual monthly reports (Apr 21 — Jun 21) and Annual report (FY20 and FY21)

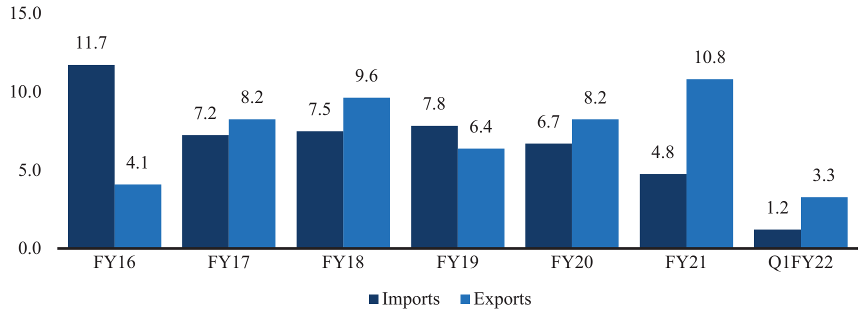
Notes:% of private sector for FY20 and FY21 based on the Jan-Dec time period

Indian steel consumption has been primarily driven by rapid urbanization and industrialization, its manufacturing industries and many large-scale infrastructure projects as the nation experienced strong economic growth. The increase in consumer affluence associated with its rapid industrialization has also contributed to a structural increase in demand for consumer durable goods, particularly electrical appliances and automobiles. This shift in consumer preference for these goods, driven by increases in disposable income, has further boosted the demand for steel.

According to the Ministry of Steel, India's finished steel consumption is 93.4 million tons for fiscal year 2021 representing a decrease of 6.7% compared to fiscal year 2020. India's finished steel consumption was 90.7 million tons in fiscal year 2019, flat versus fiscal year 2018. Finished steel consumption was 90.7 million tons in fiscal year 2018, representing an increase of 7.9% compared to the 84.0 million tons consumption in fiscal year 2017 (an increase of 3.1% compared to fiscal year 2016). India's finished steel consumption grew at a CAGR of 2.8% between fiscal year 2016 and fiscal year 2021.

In fiscal year 2021, India remained a net exporter of finished steel during FY2020-21, with exports of 10.79 million tons, up 29.1% year-on-year. Meanwhile, India imported 4.75 million tons of finished steel, down 29.8% year-on-year.

India finished steel export and import trends (in million tons)



Source: Ministry of Steel Annual monthly reports (Apr 21 — Jun 21) and Annual report (FY20 and FY21)

In spite of being one of the largest producers of steel in the world, India has been lagging behind other major steel producing countries in terms of intensity of steel usage in overall economic activities (i.e., per unit of GDP) or per capita consumption of steel. According to the World Steel, in 2020, India's per capita apparent consumption of finished steel products was 64.2 kilograms, which is relatively low when compared to 691.3 kilograms and 954.9 kilograms for China and South Korea, respectively, and world total of 227.5 kilograms. There is significant potential for improvement in the domestic steel consumption given the economy's large untapped markets especially in rural areas. According to the World Steel Association, developing regions such as India and Southeast Asia are expected to remain the key driver of global steel demand in the medium term.

The table below compares estimated per capita apparent consumption of finished steel of India and economically developed peers in Asia and the world.

Apparent consumption per capita	**2020 Finished Steel Consumption per Capital**	**2020 GDP Per Capita (current prices)**
	(kilograms)	**(U.S.$)**
China	691.3	10,500
Germany	370.9	45,724
Japan	415.7	40,113
Italy	328.6	31,676
U.S.	241.8	63,544
India	64.2	1,901

Source: The World Steel Association (World Steel in Figures 2021), World Bank

Note: Japan GDP data based on 2019 figures

Key Growth Drivers

India's growing urban infrastructure and manufacturing sectors indicate that demand is likely to remain robust in the years ahead. Several initiatives mainly, affordable housing, expansion of road and railway networks, development of domestic shipbuilding industry, opening up of defense sector for private participation, and growth in the automobile sector, are expected to create significant demand for steel in the country.

In the union budget for fiscal year 2021, the Government announced that it will invest approximately U.S.$1.3 trillion in the national infrastructure pipeline over the next five years which is likely to revive Gross Fixed Capital Formation Cycle (GFCF). Notably, the Government is targeting to attract Rs.50 trillion in investments in the railway sector via public-private partnerships by fiscal year 2030. Blue prints are also being developed for the development of gas-grids, water-grids, i-ways (communication networks) and regional airports on the lines of the Government's One Nation-One Grid for power.

Subsequently, the Union Budget 2021-22 has outlined a strong focus on infrastructure development (a 34.5% improvement over the last Budget's estimates) giving significant impetus to steel as an industry. The Budget also announced several initiatives such as affordable housing, expansion of road and railway networks, development of domestic shipbuilding industry and opening up of the defense sector for private participation, all of which are expected to create massive demand for steel in the country.

The Finance Minister in her budget proposal, also mentioned the reduction of customs duty uniformly to 7.5% on semis, flat, and long products of non-alloy, alloy and stainless steel. To provide relief to metal recyclers — mostly MSMEs — duty on steel scrap is exempted until March 31, 2022.

The Union budget 2021-22 clearly focuses on growth, with key themes as below

- Push to Infrastructure with higher budgeted spending at 6.3% of the GDP vs. average of 5.2% from fiscal year 2014 to fiscal year 2020

- Set-up the Development Finance Institution to aid infra financing, on multiple fronts

- Thrust on asset monetization program, including divestments

- Privatization of public sector banks ("**PSBs**"), along with recapitalization and set-up of an ARC and AMC for stressed assets of PSBs.

India's per capita finished steel consumption, which has a direct correlation with economic growth, grew at a CAGR of 1% to approximately 64 kg between 2016 and 2020, driven by rapid growth in the industrial sector and robust infrastructure development (railways, roads and highways). However, as compared to the global average of 228 kg, there exists a significant growth potential. Keeping this in mind, the National Steel Policy (NSP) was introduced in 2017 to increase per capita steel consumption to 160 kg by fiscal year 2031.

As per the National Steel Policy 2017, the Government expects construction and infrastructure to grow at CAGR of 7% from fiscal year 2016 to fiscal year 2031. It is anticipated that a crude steel capacity of 300 million tons will be required by fiscal year 2031, based on the demand projections as mentioned above.

For India to become a U.S.$5 trillion economy, the infrastructure sector will serve as a critical pillar of economic growth Accordingly, the demand for steel is projected to remain robust in the coming years.

MANAGEMENT

Board of Directors

The Board is responsible for the management and administration of our affairs. The Board (and any committee which it appoints) is vested with all of the powers of the Company. Directors are not required to hold any of our equity shares. The Board currently consists of 12 Directors out of which six are independent Directors.

Our promoters and promoter group controlled 44.07 per cent. of our issued equity shares and voting rights as at June 30, 2021.

As at the date of this Offering Memorandum, the Board consists of the following members:

Name	Age	Date of Appointment	Board Position	Committee Positions
Mr. Sajjan Jindal	61	March 15, 1994	Chairman & Managing Director, Non-Independent Executive Director	• Share/Debenture Transfer Committee – Chairman
Mr. Seshagiri Rao MVS . .	63	April 6, 1999	Jt. Managing Director & Group CFO, Non-Independent Executive Director	• Risk Management Committee – Member • Finance Committee – Chairman • JSWSL ESOP Committee – Member • Business Responsibility/ Sustainability Reporting Committee – Member • Hedging Policy Review Committee – Member • Corporate Social Responsibility Committee – Member • JSWSL Code of Conduct Implementation Committee – Chairman

Name	Age	Date of Appointment	Board Position	Committee Positions
Dr. Vinod Nowal	65	April 30, 2007	Dy. Managing Director, Non-Independent Executive Director	• Project Review Committee – Member • Risk Management Committee – Member • Finance Committee – Member • Business Responsibility/ Sustainability Reporting Committee – Member • Corporate Social Responsibility Committee – Member • Share Allotment Committee – Member • Share/Debenture Transfer Committee – Member • JSWSL Code of Conduct Implementation Committee – Member
Mr. Jayant Acharya.	58	May 7, 2009	Director (Commercial & Marketing), Non-Independent Executive Director	• Risk Management Committee – Member • Finance Committee – Member • Business Responsibility/ Sustainability Reporting Committee – Member • Corporate Social Responsibility Committee – Member

Name	Age	Date of Appointment	Board Position	Committee Positions
				• Share Debenture/ Transfer Committee – Member • JSWSL Code of Conduct Implementation Committee – Member
Dr V.Ram Prasath Manohar IAS	41	May 21, 2021	Nominee Director – KSIIDC	• Corporate Social Responsibility Committee – Member
Mr. Hiroyuki Ogawa	60	May 17, 2017	Nominee Director – JFE Steel Corporation, Japan	• Project Review Committee – Member
Mr. Malay Mukherjee	73	July 29, 2015	Independent Non-Executive Director	• Business Responsibility/ Sustainability Reporting Committee – Chairman • JSWSL ESOP Committee – Chairman • Audit Committee – Member • Project Review Committee – Chairman • Nomination & Remuneration Committee – Member • Risk Management Committee – Chairman • Inquiry Committee for Inquiring leak or suspected leak of unpublished price sensitive information – Member

Name	Age	Date of Appointment	Board Position	Committee Positions
Mr. Seturaman Mahalingam	73	July 27, 2016	Independent Non-Executive Director	• Audit Committee – Chairman • Project Review Committee – Member • Stakeholders' Relationship Committee – Member • Nomination & Remuneration Committee – Member • Share Allotment Committee – Chairman • Hedging Policy Review Committee – Member • Inquiry Committee (for inquiring leaks or suspected leaks of unpublished price sensitive information) – Chairman • JSWSL ESOP Committee – Member
Mr. Harsh Charandas Mariwala	69	July 25, 2018	Independent Non-Executive Director	• Nomination & Remuneration Committee – Chairman • Risk Management Committee – Member

Name	Age	Date of Appointment	Board Position	Committee Positions
Dr. (Mrs) Punita Kumar Sinha	58	October 28, 2012	Independent Non-Executive Director	• Business Responsibility/ Sustainability Reporting Committee – Member • Hedging Policy Review Committee – Chairperson • Corporate Social Responsibility Committee – Member • Risk Management Committee – Member • Stakeholders' Relationship Committee – Chairperson
Mrs. Nirupama Rao . . .	70	July 25, 2018	Independent Non-Executive Director	• Stakeholders' Relationship Committee – Member • Nomination & Remuneration Committee – Member • Business Responsibility/ Sustainability Reporting Committee – Member • Corporate Social Responsibility Committee – Chairperson

Name	Age	Date of Appointment	Board Position	Committee Positions
Mr. Haigreve Khaitan	49	September 30, 2015	Independent Non-Executive Director	• Audit Committee – Member • JSWSL ESOP Committee – Member • Inquiry Committee (for inquiring leaks or suspected leaks of unpublished price sensitive information) – Member • Share Allotment Committee – Member

Mrs. Savitri Devi Jindal, *Chairperson Emeritus of the Company*

Mrs. Savitri Devi Jindal was on the Board of the Company from May 2005 to October 2011. She was a Member of the Legislative Assembly and a great visionary, renowned industrialist and a patriarch of the O.P. Jindal Group. She has been the appointed Chairperson Emeritus of the Company since October 21, 2011 upon her cessation as Director & Chairperson of the Company.

Mr. Sajjan Jindal, *Chairman & Managing Director, Non-Independent Executive Director*

Mr. Sajjan Jindal, Chairman & Managing Director, was appointed as Vice Chairman & Managing Director in February 2005 and Chairman of the Board of Directors in October 2011. He also serves as council member of the Indian Institute of Metals and is a member of the Executive Committee and Chairman of the Sustainability Committee of the World Steel Association, as well as the former President of the Institute of Steel Development and Growth. Mr. Jindal holds a bachelor's degree in mechanical engineering from the Bangalore University. In 2007, Mr. Jindal was named the Ernst & Young 'Entrepreneur of the Year' in the manufacturing category. In 2009, he was honored with the Willy Korf Ken Iverson Steel Vision Award by the American Metal Market & WSD.

Mr. Seshagiri Rao M.V.S., *Joint Managing Director & Group CFO, Non-Independent Executive Director*

Mr. Seshagiri Rao M.V.S. was appointed as the Joint Managing Director & Group CFO in May 2009. He joined the Group in 1997 as Chief Financial Officer and currently serves as the Joint Managing Director and Group Chief Financial Officer. He has also previously served as Director (Finance) of the Group. Mr. Rao holds a bachelor's degree in Commerce and a diploma in Business Finance awarded by the Institute of Chartered Financial Analysts of India. He is also a certified associate of the Indian Institute of Bankers as well as an associate member of the Institute of Cost and Works Accountants of India and a licensed member of the Institute of Company Secretaries of India. He has more than 30 years of experience in the areas of corporate financing and banking.

Dr. Vinod Nowal, *Deputy Managing Director, Non-Independent Executive Director*

Dr. Vinod Nowal, Deputy Managing Director of JSW Steel Ltd., was appointed as Director (Commercial) in April 2007 and re-designated as Director & Chief Executive Officer in April 2009. He was subsequently re-designated as the Deputy Managing Director of JSW Steel Ltd. in May 2013. He has been associated with the Group since 1984 and previously served in various positions. He currently serves as the President of Karnataka Iron and Steel Manufacturers' Association. He has also served as the President of the

Bangalore Chamber of Industry and Commerce, Bangalore, President of Tarapur Industrial Manufacturers' Association, Tarapur, Chairman of the Manufacturing Task Force Southern Region at ASSOCHAM, member of the Manufacturing Task Force constituted by the State Government, member of a committee under the Chief Minister of Karnataka for Employment in the Manufacturing Sector, member of the Governing Body of the M.S. Ramaiah Institute of Technology, Bangalore, Advisory Member on the board of St John College, Bangalore and member of the Advisory Committee of the Center of Excellence in Steel Technology (COEST) at IIT Bombay. Dr. Nowal holds a master's degree in Business Administration and a Doctorate in Inventory Management. He has also completed the Advanced Management Program (AMP), a comprehensive executive leadership program, from the Harvard University Business School.

Mr. Jayant Acharya, *Director (Commercial & Marketing), Non-Independent Executive Director*

Mr. Jayant Acharya, Director (Commercial & Marketing), was appointed as Director (Sales & Marketing) in May 2009. He was re-designated as Director (Commercial & Marketing) in April 2010. He is also the Co-Chair of the Committee on Steel & Non-Ferrous Metals for the Federation of Indian Chambers of Commerce and Industry. Mr. Acharya holds a bachelor's degree in Chemical Engineering and a master's degree in Physics from the Birla Institute of Technology & Science, Pilani. He also holds a master's degree in Business Administration from Indore University. He has over two decades of experience in the steel industry spanning the entire range of flat and long steel products.

Dr. V. Ram Prasath Manohar IAS, *Nominee Director, KSIIDC*

Dr. V. Ram Prasath Manohar is the Managing Director of KSIIDC. He worked as a catalyst for Bellary Business Summit, Industrial Development, Infrastructure development projects, Udyoga Mela, milk produce co-operative societies, housing schemes for houseless people, Health care, Swacch Bharat Mission, Art, Culture Tourism development, PPP projects in Health Sector etc. He has worked as Managing Director in Rajiv Gandhi Housing Development Corporation Ltd. Academically, he holds 5 Master's Degree and MBL from NLSIU, Bangalore.

Mr. Hiroyuki Ogawa, *Nominee Director, JFE Steel Corporation, Japan*

Mr. Hiroyuki Ogawa holds a master's degree in mechanical engineering from the Graduate School of Engineering, University of Tokyo. He also holds a master's degree in science (Management of Technology) from the Massachusetts Institute of Technology as well as a master's degree in science (Engineering Management) from Stanford University.

Mr. Ogawa is a member of the Board and the Executive Vice President who directs the Corporate Planning Department, the Overseas Business Planning Department, the Facilities Planning Department, the Mexico CGL Project Team, the Technical Cooperation Department, the IT Innovation Leading Dept., the Business Process Innovation Team, the Data Science Project Department, the Raw Materials Department, and the Materials & Machinery Purchasing Department. Prior to his positions at JFE Steel's head office, he was the Vice President and General Superintendent at West Japan Works, Fukuyama and the Assistant General Superintendent at West Japan Works, Kurashiki. He joined the Kawasaki Steel Corporation in 1985.

Mr. Malay Mukherjee, *Independent Non-Executive Director*

Mr. Malay Mukherjee has over 40 years of experience in a range of technical, commercial and managerial roles in the mining and steel industry. Between October 2009 and 2011, Mr. Mukherjee served as the CEO of Essar Steel Global, a large integrated steel company in India. Prior to joining Essar Steel, Mr. Mukherjee was a member of the Board of Directors at Arcelor Mittal between 2008 and 2009. Between 2006 and 2008, Mr. Mukherjee served as the Senior Executive Vice President at Arcelor Mittal and a Member of the Group Management Board. He was in charge of mines and operations in Africa, Asia, southern Europe (Bosnia, Macedonia), CIS, Ukraine and Kazakhstan, and also responsible for stainless steel, pipes and tubes and technology. He also served as the COO for Mittal Steel Company between 2004 and 2006, and as Executive Director of Works at the Bhilai Steel Plant at Steel Authority of India Limited between 1991 and 1992. Mr. Mukherjee is a recipient of the MECON Award from the Indian Institute of Metals. Mr. Mukherjee holds a master's degree in mining from the USSR State Commission in Moscow and a Bachelor of Science degree from the Indian Institute of Technology in Kharagpur, India. Mr. Mukherjee is a member of the Academy of Natural Sciences of Kazakhstan and a Life Member in the Indian Institute of Metals. He was awarded a letter of appreciation from the President of Kazakhstan for work rendered in Kazakhstan from 1995 to 1999.

Mr. Seturaman Mahalingam, *Independent Non-Executive Director*

Mr. Seturaman Mahalingam, a Chartered Accountant by qualification, began his career as an IT consultant and thereafter played a major role in marketing Tata Consultancy Services ("**TCS**") services across the globe, developing processes and creating large software development centers for the Group. He has held key positions such as Executive Director and Chief Financial Officer of TCS. Mr. Mahalingam retired from TCS in February 2013 after serving TCS for over 42 years. Prior to becoming the Chief Financial Officer in February 2003, Mr. Mahalingam managed many of the key functions in TCS including marketing, operations, education and training as well as human resources. He managed TCS's operations in London and New York in the early days of TCS's international expansion. Mr. Mahalingam was also the President of the Computer Society of India, and the Chairman of the Southern Region of the Confederation of Indian Industry ("**CII**"). He was also the President of the Institute of Management Consultants of India. Mr. Mahalingam is the Chairman of CII's National Council Task Force on Sector Skills Councils and Employment and was a member of the Tax Administration Reform Commission set up by the Government under the chairmanship of Dr. Parthasarathi Shome. Mr. Mahalingam was recognized as the best CFO in various years by Business Today, International Market Assessment, CNBC TV18, CFO Innovation, Finance Asia and Institutional Investors. In 2012, Treasury & Risk, a U.S.-based magazine, named him as one of the 16 most globally influential CFOs.

Dr. (Mrs.) Punita Kumar Sinha, *Independent Non-Executive Director*

Dr. (Mrs.) Punita Kumar Sinha was appointed to the Board of Directors in October 2012. She is the Founder and Managing Partner of Pacific Paradigm Advisors, an independent investment advisory and management firm. She is currently a member of the Boston Security Analysts Society and the Council on Foreign Relations. She also serves as a Charter Member and Board Member of TIE-Boston. She has previously served as the Senior Managing Director of Blackstone Group, the business unit head and Chief Investment Officer of Blackstone Asia Advisors and the Senior Portfolio Manager for The India Fund, The Asia Tigers Fund and The Asia Opportunities Fund L.P. Dr. Sinha holds a bachelor's degree in chemical engineering from the Indian Institute of Technology, New Delhi. She also holds a master's degree in Finance and a Doctorate of Philosophy degree in Finance from the Wharton School, University of Pennsylvania. She also holds a Master of Business Administration degree and is a Chartered Financial Analyst. She has more than 20 years of experience in fund management in international and emerging markets.

Mr. Haigreve Khaitan, *Independent Non-Executive Director*

Mr. Haigreve Khaitan was appointed to the Board of Directors in September 2015. He has rich experience in all aspects of mergers and acquisitions, due diligence, restructuring, documentation involving listed companies, cross-border transactions, and medium and small businesses, among others. His experience in restructuring includes advice and documentation involving creditors, restructuring, distressed companies, de-mergers, spin-offs, sale of assets in Foreign Investment, Joint Ventures and Foreign Collaborations. He advises a range of large Indian conglomerates and multinational clients in various business sectors including infrastructure, power, telecom, automobiles, steel, software and information technology, and retail, among others.

Mr. Harsh Charandas Mariwala, *Independent Non-Executive Director*

Mr. Harsh Mariwala leads Marico Limited as its Chairman. He is also Chairman & Managing Director of Kaya Limited. Over the past three decades, Mr. Mariwala has transformed a traditional commodities driven business into a leading consumer products and services company in the Beauty and Wellness space. Under his leadership, Marico has achieved several awards and over 100 external recognitions in the last few years. Mr. Mariwala's entrepreneurial drive and passion for innovation, enthused him to establish the Marico Innovation Foundation in 2003. The Foundation acts as a catalyst to fuel innovation in India. Mr. Mariwala started ASCENT in 2012, a not-for-profit expression of his passion to create a unique trust based peer-to-peer platform for high potential growth-stage entrepreneurs that leverages the "power of the collective" and enables them to share and exchange experiences, ideas, insights and create a healthy ecosystem to learn from each other and grow their enterprise." He has also founded the Mariwala Health Initiative in 2015, with the philanthropic aim of giving back to society. Mariwala Health Initiative is the leading funding body in the field of mental health in India.

Mrs. Nirupama Rao, *Independent Non-Executive Director*

Mrs. Nirupama Rao is a retired Indian Diplomat, Foreign Secretary and Ambassador. She was educated in India and joined the Indian Foreign Service in 1973. During her four-decade-long diplomatic career, she held several important assignments. Mrs. Nirupama Rao was India's first woman spokesperson in the Ministry of External Affairs, New Delhi, the first woman high commissioner to Sri Lanka and the first Indian Woman ambassador to the People's Republic of China. She served as India's Foreign Secretary from 2009 to 2011. At the end of that term, she was appointed India's Ambassador to the United States where she served for a term of two years from 2011 to 2013.

Responsibilities of the Board of Directors

The Board's role, functions, responsibility and accountability are defined under the Companies Act, 2013 and in our Articles of Association. In addition to its primary role of monitoring corporate performance, the functions of the Board include:

- providing overall direction to our corporate philosophy and mission;
- reviewing strategic and business plans;
- reviewing and approving financial statements;
- reviewing and approving financial plans and budgets;
- monitoring corporate performance in light of strategic and business plans, including reviewing operating results on a regular basis;
- ensuring ethical behavior and compliance with laws and regulations;
- approving borrowing;
- approving capital raising exercises;
- declaring dividends; and
- the making of loans and investments, mergers and acquisitions, joint ventures and collaborations. Committees of the Board of Directors.

Committees of the Board of Directors

The Board has constituted 14 Standing Committees and is authorized to constitute additional committees from time to time, depending on our business needs.

Audit Committee

The Audit Committee comprises three Non-Executive Directors, all of whom are Independent Directors. The role and powers of the Audit Committee are the same as enumerated under Section 177 of the Companies Act, 2013 and Regulation 18(3) of SEBI (LODR) Regulations and under Regulation 9A(a) of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015. The functions of the Audit Committee include:

- overseeing the Group's financial reporting process and the disclosure of its financial information to ensure that the financial statements are correct, sufficient and credible;
- reviewing, with the management, the financial statements and auditor's report thereon before submission to the Board, focusing primarily on:
    - matters to be included in the Directors' Responsibility Statement to be included in the Board's report in terms of clause (c) of subsection 3 of Section 134 of the Companies Act, 2013;
    - changes to any accounting policies and practices;
    - major accounting entries based on the exercise of judgment by management;
    - significant adjustments, if any, arising out of audit findings;
    - compliance with respect to accounting standards, listing agreements and legal requirements concerning financial statements;
    - requirements concerning financial statements;
    - disclosure of any related party transactions; and
    - modified opinion(s) in the draft audit report;
- recommending to the Board the appointment, reappointment, remuneration and terms of appointment of statutory auditors, and cost auditors of the Company;
- reviewing reports of the management auditors and internal auditors and discussion on any significant findings and follow-up thereof;
- reviewing, with the management, external and internal auditors, the adequacy of internal control systems, and the Group's statement on the same prior to endorsement by the Board;
- evaluating the internal financial controls and risk management systems;
- reviewing the adequacy of the internal audit function, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;
- approving transactions of the Company with related parties and subsequent modifications of the transactions with related parties; and

- reviewing the powers and role of the Audit Committee as set forth under Regulation 18(3) and Part C of Schedule II of the SEBI (LODR Regulations) and Section 177 of the Companies Act, 2013.

As at July 23, 2021, the Audit Committee comprises the following members:

- Mr. Seturaman Mahalingam (Chairman)
- Mr. Malay Mukherjee
- Mr. Haigreve Khaitan

Nomination & Remuneration Committee

The Nomination & Remuneration Committee comprises four Directors. The role and powers of the Nomination & Remuneration Committee are in compliance with provisions of the Companies Act, 2013 and Regulation 19 and Part D of Schedule II of the SEBI (LODR Regulations). The terms of reference of the Committee, inter alia, include the following:

- identifying persons who are qualified to become directors and who may be appointed in senior management in accordance with the criteria laid down, recommending to the Board their appointment and removal and carrying out an evaluation of every director's performance;
- formulating the criteria for determining the qualifications, positive attributes and independence of a director and recommending to the Board a policy relating to the remuneration of the directors, key managerial personnel and other employees;
- formulating criteria for the evaluation of Independent Directors and the Board;
- devising a policy on Board diversity;
- considering whether to extend or continue the term of appointment of an independent director on the basis of the report of performance evaluation of independent directors; and
- recommending to the Board, all remuneration, in whatever form, payable to senior management.

Two meetings of the Nomination and Remuneration Committee were held during the period from April 1, 2020 to March 31, 2021.

As at July 23, 2021, the Nomination and Remuneration Committee comprises the following members:

- Mr. Harsh Charandas Mariwala (Chairman)
- Mr. Malay Mukherjee
- Mr. Seturaman Mahalingam
- Mrs. Nirupama Rao

Stakeholders' Relationship Committee

The Stakeholders' Relationship Committee comprises three Non-Executive Directors, all of whom are Independent Directors. The Stakeholders Relationship Committee's constitution and terms of reference are in compliance with the provision of the Companies Act, 2013 and Regulation 20 and Part D (B) of Schedule VI of the SEBI (LODR) Regulations. The Stakeholders' Relationship Committee is primarily responsible for:

- resolving the grievances of security holders of the Company including complaints related to transfer/transmission of shares, non-receipt of annual report, non-receipt of declared dividends, issue of new/duplicate certificates, general meetings etc.;

- reviewing of measures taken for effective exercise of voting rights by shareholders;

- reviewing of adherence to service standards adopted by the Company in respect of various services being rendered by the Registrar and the Share Transfer Agent; and

- reviewing of the various measures and initiatives taken by the Company for reducing quantum of unclaimed dividends warrants/annual reports/statutory notices by the shareholders of the Company.

As at June 30, 2021, the Stakeholders' Relationship Committee comprises the following members:

- Dr. (Mrs.) Punita Kumar Sinha (Chairman)

- Mr. Seturaman Mahalingam

- Mrs. Nirupama Rao

Project Review Committee

The Project Review Committee comprises four Directors. The Project Review Committee is primarily responsible for:

- closely monitoring the progress of large projects, in addition to ensuring a proper and effective coordination among the various project modules, essentially with the objective of timely project completion within the budgeted project outlay; and

- reviewing new strategic initiatives.

As at June 30, 2021, the Project Review Committee comprises the following members:

- Mr. Malay Mukherjee (Chairman)

- Dr. Vinod Nowal

- Mr. Hiroyuki Ogawa, Nominee Director, JFE Steel Corporation, Japan

- Mr. Seturaman Mahlingam

Risk Management Committee

The Risk Management Committee comprises six Directors. The Risk Management Committee's constitution and terms of reference are in compliance with provisions of the Companies Act, 2013 and Regulation 21 of the SEBI (LODR) Regulations. The Risk Management Committee is primarily responsible for:

- periodically reviewing risk assessment and minimization procedures to ensure that the Executive Management controls risk through means of a properly defined framework including cyber security; and

- reviewing major risks and proposed action plans.

The Risk Management Committee has formed a subcommittee, the Capex Risk Evaluation Committee, to evaluate the risks associated with capital expenditure proposals including mergers and acquisitions.

As at June 30, 2021, the Risk Management Committee comprises the following members:

- Mr. Malay Mukherjee (Chairman)
- Mr. Seshagiri Rao MVS
- Dr. Vinod Nowal
- Mr. Jayant Acharya
- Dr. (Mrs.) Punita Kumar Sinha
- Mr. Harsh Charandas Mariwala

Finance Committee

The Finance Committee comprises three Directors. The Finance Committee is primarily responsible for:

- approving the availability of credit/financial facilities from banks/financial institutions/corporate bodies within the limits approved by the Board;
- approving investments and dealings with any monies of the Group upon such security or without security in such manner as the Finance Committee may deem fit, and from time to time to vary or realize such investments within the framework of the guidelines laid down by the Board;
- opening new Branch Offices of the Group, declaring the same under the Companies Act, 2013 and authorizing personnel to register the aforesaid branches and to deal with various authorities such as the Central Excise, Profession Tax, Commercial Tax, State & Central Sales Tax, VAT Authorities and other local authorities;
- making loans to individuals/corporate bodies and/or placing deposits with other companies/firms upon such security or without security in such manner as the Finance Committee may deem fit within the limits approved by the Board;
- opening current account(s), collection account(s), operation account(s) or any other account(s) with banks and also closing such accounts, which the Finance Committee may consider necessary and expedient;
- to authorize personnel to sign excise, import and export documents, execute Customs House Documents like Shipping Bills, Bills of Entry, refund vouchers/duty draw back bills, Provisional Duty Bond ("**P.D. Bond**"), Test Bond, EPCG Bond etc.; and
- to authorize personnel to sign and execute Letter of Indemnity ("**LOI**") on behalf of the Company, for all export and import documentation purposes.

As at June 30, 2021, the Finance Committee comprises the following members:

- Mr. Seshagiri Rao MVS (Chairman)
- Dr. Vinod Nowal
- Mr. Jayant Acharya

JSWSL ESOP Committee

The JSWSL ESOP Committee comprises four Directors. The JSWSL ESOP Committee is primarily responsible for:

- determining the terms and conditions of the grant, issue, re-issue, cancellation and withdrawal of employee stock options from time to time;
- formulating, approving, evolving, deciding upon and bringing into effect, suspending, withdrawing or revising any sub-scheme or plan for the purpose of granting of options to the employees and making any modifications, changes, variations, alterations or revisions in such sub-scheme or plan from time to time;
- issuing any direction to the trustee of the JSW Steel Employees Welfare Trust to sell, transfer or otherwise dispose of any Shares held by them;
- making the necessary amendments to the JSW Steel Employees Welfare Trust Deed, if necessary;
- laying down the procedure for making a fair and reasonable adjustment to the number of options and to the exercise price in case of Change in the Capital Structure and/or Corporate Action;
- laying down the method for satisfaction of any tax obligation arising in connection with the options or such Shares;
- laying down the procedure for cashless exercise of options, if any; and
- providing for the granting, vesting and exercising of options in case of employees who are on long leave or whose services have been seconded to any other company or who have joined the Company, a subsidiary or an associate company at the instance of the employer company.

As at June 30, 2021, the JSWSL ESOP Committee comprises the following members:

- Mr. Malay Mukherjee (Chairman)
- Mr. Seshagiri Rao MVS
- Mr. Seturamam Mahalingam
- Mr. Haigreve Khaitan

Business Responsibility/Sustainability Reporting Committee

The Business Responsibility/Sustainability Reporting Committee comprises six Directors. The Business Responsibility/Sustainability Reporting Committee is primarily responsible for:

- adoption of the National Voluntary Guidelines on Social, Environmental and Economic Responsibilities of Business ("**NVGs**") in the business practice of the Group;
- policies created for or linked to the nine key principles of the NVGs;
- reviewing the progress of initiatives under the purview of business responsibility (sustainability) policies mentioned above;
- reviewing business responsibility reporting disclosure on a pre-decided frequency (monthly, quarterly, bi-annually);

- reviewing the progress of business and responsibility initiatives in the Company; and
- reviewing the annual business responsibility report and presenting it to the Board for approval.

As at June 30, 2021, the Business Responsibility/Sustainability Reporting Committee comprises the following members:

- Mr. Malay Mukherjee (Chairman)
- Mr. Seshagiri Rao MVS
- Dr. Vinod Nowal
- Mr. Jayant Acharya
- Dr. (Mrs.) Punita Kumar Sinha
- Mrs. Nirupama Rao

Hedging Policy Review Committee

The Hedging Policy Review Committee comprises three Directors. The Hedging Policy Review Committee is primarily responsible for taking protective measures to hedge forex losses and to decide on all matters related to commodities hedging and to take measures to hedge commodity price fluctuations.

As at June 30, 2021, the Hedging Policy Review Committee comprised of the following members:

- Dr. (Mrs.) Punita Kumar Sinha (Chairperson)
- Mr. Seshagiri Rao MVS
- Mr. Seturaman Mahalngam

Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee comprises six Directors. The Corporate Social Responsibility Committee is primarily responsible for:

- formulating and recommending to the Board a Corporate Social Responsibility Policy ("**CSR Policy**"), which shall indicate a list of CSR projects or programs which the Group plans to undertake, falling within the purview of Schedule VII of the Companies Act, 2013, as may be amended;
- recommending the amount of expenditure to be incurred on each of the activities to be undertaken by the Group, while ensuring that it does not include any expenditure on an item not in conformity or not in line with activities which fall within the purview of Schedule VII of the Companies Act, 2013;
- approving the Annual Report on CSR activities to be included in the Director's Report forming part of the Group's Annual Report and attribute reasons for shortcomings in incurring expenditures;
- monitoring the CSR Policy of the Group from time to time; and
- instituting a transparent monitoring mechanism for implementation of the CSR projects or programs or activities undertaken by the Group.

As at June 30, 2021, the Corporate Social Responsibility Committee comprises the following members:

- Mrs. Nirupama Rao (Chairperson)
- Mr. Seshagiri Rao MVS
- Dr. Vinod Nowal
- Mr. Jayant Acharya
- Dr. (Mrs.) Punita Kumar Sinha
- Dr. V. Ram Prasath Manohar — Nominee Director of KSIIDC

Management Organization Structure

In addition to Mr. Sajjan Jindal, Chairman & Managing Director, Mr. Seshagiri Rao M.V.S. Joint Managing Director and Group CFO, Dr. Vinod Nowal, Deputy Managing Director and Mr. Jayant Acharya, Director (Commercial & Marketing), the Company's other key management personnel are as follows:

Group Corporate Functions

- Rajeev Pai, Chief Financial Officer
- Mr. Lancy Varghese, Company Secretary

None of the key management personnel are related to each other

SHARE OWNERSHIP

As at June 30, 2021, our promoters, Sajjan Jindal and Savitri Devi Jindal, together with other promoter group companies, held 44.07 per cent. of the Company's issued equity shares. A company's "promoters" under the SEBI regulations includes the person or persons who are in control of the company, the person or persons nominated as promoters in any offer document filed with the Indian stock exchanges and persons who are instrumental in the formulation of a plan or program pursuant to which securities are offered to public.

As at June 30, 2021, JFE Steel International Europe B.V., the next largest shareholder after the Company's promoters, owned 15.00 per cent. of the Company's issued equity shares.

As at June 30, 2021, the directors of the Company, including Mr. Sajjan Jindal, held 456,820 equity shares of the Company (approximately 0.0189 per cent. of the Company's issued equity shares).

Sajjan Jindal

For details, see "*Management — Board of Directors — Sajjan Jindal*".

Savitri Devi Jindal

For details, see "*Management — Board of Directors — Savitri Devi Jindal*"

RELATED PARTY TRANSACTIONS

We, in the ordinary course of business, enters into various sales, asset purchases, rent and service transactions with our subsidiaries, joint ventures and associates and others in which we have a material interest. These transactions are pursuant to terms that are no less favorable than those arranged with third parties.

The following table summarizes related party transactions and balances included in the unaudited condensed consolidated interim financial statements for the three months ended and as at June 30, 2021. See the Group Consolidated Audited Financial Statements and Group Unaudited Condensed Consolidated Interim Financial Statements for further information on related party transactions for the years ended March 31, 2019, 2020 and 2021 and the three months period ended June 30, 2021 determined and disclosed in accordance with IND-AS 24 — Related Party Disclosures.

Transactions with related parties

	Joint ventures	Key Managerial Personnel and Other related parties
	(Rs. in millions)	
Purchase of goods/power & fuel/services/branding expenses	450	50,270
Reimbursement of expenses incurred on our behalf by	—	3
Sales of goods/power & fuel/services/assets	13,735	10,257
Other income/interest income/dividend income	712	228
Purchase of assets	291	989
Security deposit given/(received back)	—	484
Loan given received back	—	230
Donation/CSR expenses	—	467
Recovery of expenses incurred by us on their behalf	8	538
Investments/share application money given	0	—
Lease interest cost	—	602
Lease liabilities/finance lease obligation repayments	—	875
Post-employment benefits	—	10

Amount due to/from related parties

	Joint ventures	Other related parties
	(Rs. in millions)	
Trade payables	502	20,841
Advance received from customers	—	70
Lease and other deposit received	130	389
Trade receivables	1,970	2,145
Share application money given	6	—
Capital/revenue advance (including other receivables)	310	2,948
Lease and other deposits given	—	4,770
Loans and advances given	3,521	3,751
Interest receivable	1,200	434
Lease liabilities	—	21,116
Guarantees and collaterals provided by the Company on behalf of	108,000	—
Post-employment benefits plans	—	746

The following description is a summary of certain laws, regulations and policies in India, which are applicable to the Company. The information provided below has been obtained from sources available in the public domain. The summary of the regulations set out below is not exhaustive, and is only intended to provide general information to potential investors and is neither designed nor intended to be a substitute for professional legal advice. The statements below are based on the current provisions of Indian law, which are subject to change or modification by subsequent legislative, regulatory, administrative or judicial decisions.

Industry Specific Laws

Mines and Minerals (Development and Regulations) Act, 1957 (the "MMDR Act")

The MMDR Act provides for the development and regulation of mines and minerals under the control of the Union of India and it lays down the substantive law in relation to the grant, renewal and termination of reconnaissance permits, mining leases and prospecting licenses. The MMDR Act also governs the transportation and storing of any mineral. In 2010, the MMDR Act was amended to empower the Government to undertake selection of the company for the purpose of granting reconnaissance permit, prospecting licenses or mining lease in respect of an area containing coal or lignite through the process of auction by competitive bidding. On February 2, 2012, the Government notified the Auction by Competitive Bidding of Coal Mines Rules, 2012, as amended, which lay down the procedure for allocation of area containing coal through auction by competitive bidding. Under the MMDR Act, the lessee is liable to pay royalties on minerals extracted or a dead rent component to the relevant state government. The royalty is payable in respect of any mineral removed or consumed by him or his agent, manager, employee, contractor or sub-lessee and is computed in accordance with a stipulated formula. The Government has broad powers to change the royalty scheme, but cannot increase the rate of royalty more than once in every three years.

The MMDR Act has been amended pursuant to the Mines and Minerals (Development and Regulation) Amendment Act, 2015 ("**Amendment Act**"), *inter alia*, in relation to the following: (i) ability of a holder of a mining lease who has failed to undertake mining operations for two years to extend their lease; (ii) specifying certain minerals in respect of which any reconnaissance permit, prospecting license or mining lease requires prior Government approval; (iii) specifying certain minerals where a minimum mining lease period will be twenty years and maximum thirty years, with a subsequent renewal for twenty years with prior Government approval, and others for fifty years with auction on expiry; (iv) establishment of District Mineral Foundation by state governments in India and National Mineral Exploration Trust by Government following which contributions from leaseholders is required; (v) establishing conditions and process of grant of mining leases based on whether they are notified minerals or not notified minerals; (vi) grant of non-exclusive reconnaissance permits; and (vii) transfer of mineral concessions. In addition, the MMDR Act has been further amended pursuant to the Mines and Minerals (Development and Regulation) Amendment Act, 2016, inter alia, to insert a proviso to Section 12A, in relation to allowing the transfer of mining leases which have been granted through procedures other than auction, and where the minerals are being used for captive purpose. The Mineral (Transfer of Mining Lease Granted Otherwise than through Auction for Captive Purpose) Rules, 2016 were notified on May 30, 2016 under Section 12A of the MMDR Act.

The Amendment Act and the Mines and Minerals (Development and Regulation) Amendment Act, 2016 ("**MMDR Act 2016**") have been repealed by the Repealing and Amending Act, 2019 ("**Amending and Repealing Act 2019**") passed on August 8, 2019. As a consequence of the Repealing Act, the earlier legal position has been restored to what it was prior to enactment of Amendment Act and MMDR Act 2016.

Section 4 of the Amending and Repealing Act is in the nature of a '*savings clause*' and *inter alia* stipulates that the enactment of the Repealing Act would not *inter alia* affect:

1. any other enactment in which the repealed enactment has been applied/incorporated/referred to;

2. the validity of anything that has already been done or any right that has already accrued;

3. the validity of any remedy/proceedings in respect of an accrued right; or

4. any existing principle/rule of law even if such principle was affirmed/recognized from the enactment that has been repealed.

Further, the Amending and Repealing Act states that it does not "revive or restore any jurisdiction, office, custom, liability, right, title, privilege, restriction, exemption, usage, practice, procedure or other matter or thing not now existing or in force".

Following the ordinance promulgated on January 10, 2020, the Mineral Laws (Amendment) Act, 2020 ("**Mineral Laws Act 2020**") was passed on March 13, 2020 which amended the MMDR Act and CMSP (as defined below), with effect from January 10, 2020. Pursuant to the Mineral Laws Act 2020, companies that do not possess any prior coal mining experience in India are now permitted to participate in the auction of coal and lignite blocks, subject to certain conditions. Pursuant to the Mineral Laws Act 2020, applicants may also apply for a composite license, a prospecting cum mining license providing for both prospecting and mining activities. In case of expiring mining leases, the Mineral Laws Act 2020 has provided that, various approvals, licenses, and clearances given to the previous lessee would be extended to the successful bidder for a period of two years. During this period, the new lessee would be allowed to continue mining operations, provided they obtain all the required clearances within this two-year period. The Mineral Laws Act 2020 has further removed the requirement of prior approval of the Government in granting reconnaissance permit, prospecting license or mining license for coal and lignite, in certain cases, including cases where: (i) the allocation has been done by the Government; and (ii) the mining block has been reserved to conserve a mineral. Under the amended MMDR Act, the state governments are now empowered to take an advance action for auction of mining leases before their expiry.

The MMDR Act was amended pursuant to the Mines and Minerals (Development and Regulation) Amendment Act, 2021 ("**Mineral Laws Act 2021**"), which was passed on March 28, 2021 and provides, among other things, that the right to obtain a prospecting license followed by a mining lease shall lapse for certain cases covered under the principal provision of the MMDR Act, after the commencement of the Mineral Laws Act 2021. For mining leases, where the mineral is used for captive purposes, the lessee may sell up to 50% of the total mineral produced in a year after meeting the requirement of the end use plant linked with the mine. In addition, a person applying for a composite license (prospecting license or mining lease) shall be eligible only if they have been selected with the prescribed procedure under the Act, or selected under the Coal Mines (Special) Provisions Act, 2015 or an area has been reserved in his favor under the Act.

Mineral Concession Rules, 1960, (the "MC Rules"), Minerals (Other Than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 (the "Concession Rules 2016") and the Mineral Conservation and Development Rules, 2017 (the "MCD Rules")

Previously, the MC Rules, as amended, outlined the procedures for obtaining reconnaissance permit, prospecting license and mining lease, the terms and conditions in relation to the same, and the model form in which they are to be issued. Pursuant to the Concessions Rules 2016, notified on March 4, 2016, the MC Rules ceased to be in force and were replaced by the Concession Rules 2016. The Concession Rules 2016 now outline the procedures for obtaining the mineral concessions applied for through auction process as well as those concessions granted prior to the Amendment Act (as defined above) coming into force, and also make the lessee liable to pay the occupier of the surface of the land over which it holds the mining lease an annual compensation determined by the relevant state government, which varies depending on whether the land is agricultural or non-agricultural. The Concession Rules, 2016, were amended pursuant to the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession (Third Amendment) Rules, 2021, which came into force on July 1, 2021 and sets out, among other things, the amounts payable by a lessee in case there is a shortfall in the dispatch from the minimum dispatch requirement, which shall be assessed on a quarterly basis. If a lessee does not maintain minimum dispatch for the year as a whole, the State Government may terminate the lease, after giving the lessee a reasonable opportunity to be heard. New lessees are also required to ensure that at least 80% of the annual production is dispatched in a year.

Further, the Mineral (Transfer of Mining Lease Granted Otherwise than through Auction for Captive Purpose) Rules, 2016 set out the process for allowing the transfer of mining leases granted otherwise than through auctions for captive use. The Government has also framed the MCD, which lay down guidelines in order to ensure that mining is carried out in a safe, scientific and environmentally friendly manner.

National Mineral Policy, 2019 (the "NMP")

The Government had previously approved the National Mineral Policy, for non-coal and non-fuel minerals on March 13, 2008, revisiting the previous National Mineral Policy, 1993, which sought to streamline and simplify the procedures for grant of mineral concessions and develop a sustainable framework for optimum utilization of the country's natural mineral resources. Based on the directions of the Supreme Court of India, in its judgment in the matter of *Common Cause v. Union of India & Ors.*, the Union Cabinet on February 28, 2019, approved the National Mineral Policy, 2019, to have a more effective policy that introduced further transparency, better regulation and enforcement, balanced social and economic growth as well as sustainable mining practices. The NMP includes provisions which are intended to boost the mining sector such as encouraging the private sector to take up exploration, encouragement of merger and acquisition of mining entities and transfer of mining leases and creation of dedicated mineral corridors to boost private sector mining areas.

Further, the NMP proposes to grant status of industry to mining activity to boost financing of mining, and also intends to harmonize taxes, levies & royalty with global benchmarks to help the private sector. The NMP proposes a long-term export import policy for the mineral sector to provide stability and as an incentive for investing in large scale commercial mining activity.

Coal Mines (Special Provisions) Act, 2015 ("CMSP")

Following the Supreme Court's judgment dated August 25, 2014 and order dated September 24, 2014, allocation of coal blocks by the Government, based on the recommendations made in 36 screening committee meetings between 1993 and 2011 and through the Government dispensation route, were declared illegal and ordered to be cancelled. CMSP was enacted to provide for the process of allocation of the cancelled coal blocks by way of public auction in accordance with rules to be prescribed and on payment of such fees not exceeding Rs.50 million. The CMSP, *inter alia*, provides that prior allottees may participate in the public auction, subject to certain conditions. However, any prior allottee who is convicted of an offense relating to the coal block allocation and sentenced with imprisonment for more than three years is not eligible to participate. Further, prior allottees for the land in relation to the coal blocks are eligible for compensation in accordance with the registered sale deed in addition to 12% interest from the date of acquisition of the coal block till the date of vesting or allotment order. Proceeds raised from land and mine infrastructure of coal blocks are utilized for (i) payment to the secured creditors for the unpaid amount and (ii) compensation to the prior allottee.

The Government can allot coal blocks to a Government company or a joint venture company or a company with a power project. Government joint venture companies are prohibited from transferring any interest except for any loans from a financial institution or bank. A successful bidder or allottee may negotiate with a prior allottee to own or utilize movable property and adopt and continue with any contracts for coal mining operations. If the prior allottee is a successful bidder or an allottee, then the secured creditors of such allottee can continue with their loans and security and if not then the security shall only be satisfied from the compensation and outstanding debt be recovered from the prior allottee.

The CMSP further provides that all alienations of land and mine infrastructure and creation of encumbrances, which relate to coal blocks after August 25, 2014 are void save and except those registered by a bank or a financial institution or any other secured creditor.

The CMSP also amends the MMDR Act and allows joint ventures between (i) a Government company or corporation and the central and state government or any other company and (ii) a company or a joint venture company between two or more companies, to mine coal blocks, either for its own consumption or for sale or for any other purpose in accordance with the reconnaissance permit, prospecting license or mining lease.

The CMSP was amended by the Mineral Laws Act 2020. The Mineral Laws Act 2020 has removed the restrictions on specified end-uses of coal mined by companies acquiring Schedule II and Schedule III coal mines through auctions. This will not only increase participation in coal and lignite auctions, but also facilitate the implementation of FDI Policy in the coal sector. It has allowed such companies to carry on coal mining operation for own consumption, sale or for any other purposes, as may be specified by the Government. In case of termination of allotment orders or vesting orders in certain cases, in respect of mines, the Mineral Laws Act 2020 has provided that such mines may be reallocated through auction or allotment as may be determined by the Government along with appointment of custodian for management of such mines till re-allocation.

National Steel Policy, 2017 ("NSP 2017")

The NSP 2017 seeks to enhance domestic steel production with a focus on creating a technologically advanced and globally competitive steel industry in India that promotes economic growth. The NSP 2017 aims to create an environment for attaining self-sufficiency in steel production by providing policy support and guidance to private manufacturers. The intent is to strengthen the research and development of national importance in the iron and steel sector by utilizing tripartite synergy among industry, national research and development laboratories and academic institutions. The NSP 2017 covers, inter alia, steel demand, steel capacity, raw materials, including iron ore, iron ore pellets, manganese ore, chromite ore, ferro-alloys, land, water, power, infrastructure and logistics, and environmental management.

Other Mining laws

Other mining laws and regulations that may be applicable to us include the following: Mining Lease (Modification of Terms) Rules, 1956; and Mines Rules, 1955; and Metalliferous Mines Regulations, 1961. The Ministry of Coal has also issued various guidelines including Guidelines for Preparation of Mining Plan for the Coal and Lignite Blocks issued on April 4, 2011, further modified by Guidelines for Preparation of Mining Plan for coal blocks issued on May 8, 2018, further modified by the Guidelines for Preparation of Mining Plan for the Coal issued on July 15, 2015, further modified by the Guidelines for Preparation of Mining Plan for the Coal and Lignite Blocks issued on December 16, 2019 and the Guidelines for Preparation of Mine Closure Plan issued on January 7, 2013.

Land Laws

The Government has enacted the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, as amended (the "**2013 Land Acquisition Act**"), which has replaced the Land Acquisition Act, 1894. Some of the significant provisions of the 2013 Land Acquisition Act include a requirement of obtaining the consent of up to 80.0% of people whose land is acquired for private projects by the developers and consent of 70.0% of the landowners in the case of public private partnership projects. It also provides for compensation of up to four times more than the existing practice in rural areas and two times in urban areas. The 2013 Land Acquisition Act was amended pursuant to the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement

(Amendment) Bill, 2015 which proposes to give power to the appropriate Government to exempt certain projects. All existing land acquisition proceedings under 2013 Land Acquisition Act in relation to coal blocks shall continue thereunder and other proceedings under the Coal Bearing Areas (Acquisition and Development) Act, 1957.

Environmental Laws

We are also required to obtain clearances under the Environment (Protection) Act, 1986, as amended, the Forest (Conservation) Act, 1980 as amended, if any forest land is involved, and other environmental laws such as the Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Air (Prevention and Control of Pollution) Act, 1981 as amended, before commencing mining operations. The Water (Prevention and Control of Pollution) Act, 1977 has been repealed by the Taxation Laws (Amendment) Act, 2017. We must also comply, at all times, with the provisions of the Hazardous Waste (Management and Handling) Rules, 1989 as amended, and as superseded by the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 as amended, the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989 as amended and Noise Pollution (Regulation & Control) Rules, 2000 as amended.

The Bureau of Indian Standards Act, 2016 ("BIS Act")

The BIS Act, was notified on March 22, 2016 and is in force with effect from October 12, 2017. Further, the BIS Act repealed the Bureau of Indian Standards Act, 1986. The BIS Act establishes the Bureau of Indian Standards ("**BIS**") as the national standards body for the purposes of the BIS Act. Further, the BIS Act provides that the standards including any tentative or provisional standard established and published by the BIS shall be the Indian standard in relation to any goods, article, process, system or services, indicative of the quality and specification of such goods, articles, process, system or services ("**Indian Standard**"). The BIS Act provides for the powers, duties and functions of the BIS, which, inter alia, include:

(i) Recognition of any standard established for any goods, article, process, system or services by any other institution in India, or elsewhere as an 'Indian Standard';

(ii) Establishment, publishing, review and promotion, in such manner as may be prescribed, of the Indian Standard, in relation to any goods, article, process, system or services;

(iii) Undertaking and promotion of such research as may be necessary for formulation of Indian Standard;

(iv) Establishment of a standard mark or hallmark, in relation to each of its conformity assessment schemes which shall be of such design and contain such particulars as may be prescribed to represent a particular standard;

(v) Notification of a specific or different conformity assessment scheme for any goods, articles, process, system or service or for a group of goods, articles, processes, systems or services as the case may be, with respect to any Indian Standard or any other standard in a manner as may be specified by regulations;

(vi) Granting, renewal, suspension or cancellation of a license for the use of the standard mark or certificate of conformity; and

(vii) Establishment, maintenance or recognition of testing laboratories for the purposes of conformity assessment and quality assurance and for such other purposes as may be required for carrying out its functions.

Further, the Government shall pass various orders including inter alia notification of precious metal articles or other goods (after consulting the BIS), to be marked with a hallmark or a standard mark as the case may be and such articles or goods shall be sold through the retail outlets certified by BIS.

Foreign Exchange Laws

The primary foreign exchange control legislation in India is the Foreign Exchange Management Act, 1999 (the "**FEMA**") and the rules and regulations made thereunder. Pursuant to the FEMA, the Government and the RBI have promulgated various regulations, rules, circulars and press notes in connection with various aspects of foreign exchange control.

The laws relating to external commercial borrowings ("**ECBs**") are embodied in the Foreign Exchange Management Act, 1999, as amended or the rules and regulations issued thereunder read together with the Foreign Exchange Management (Borrowing and Lending) Regulations, 2018 as amended, and the circulars and notifications issued thereunder by the RBI, from time to time including the Master Direction on External Commercial Borrowings, Trade Credits and Structured Obligations dated March 26, 2019, as amended from time to time and the Master Direction on Reporting under Foreign Exchange Management Act, 1999 dated January 1, 2016 as amended from time to time, and any other applicable regulations, notifications, circulars or guidelines issued in respect thereof (together, the "**ECB Regulations**").

Indian companies are allowed to take on ECBs (in the form of, *inter alia*, bank loans, buyers' credit, suppliers' credit and secured instruments (including floating rate notes and fixed rate bonds, non-convertible, optionally convertible or partially convertible preference shares or debentures)) under the ECB Regulations. However, ECB Regulations are not applicable to the non-convertible debentures issued to registered foreign portfolio investors.

ECBs can be accessed under two routes: (i) the automatic route; and (ii) the approval route. The automatic route does not require a borrower to obtain any RBI approval, whereas the approval route requires a prior RBI approval. The ECB Regulations classify ECBs under two categories: (i) foreign currency denominated ECBs ("**FCY ECB**"); and (ii) Rupee denominated ECBs ("**Rs. ECB**").

In accordance with the ECB Regulations, all entities that are eligible to receive foreign direct investment are classified as eligible borrowers for availing ECBs. Additionally, the ECB Regulations also allows (i) port trusts; (ii) units in a special economic zone; (iii) Small Industries Development Bank of India; (iv) Export Import Bank of India; and (v) registered entities engaged in micro-finance activities, namely, registered not-for-profit companies, registered societies, trusts, cooperatives and non-government organizations (which are permitted only to raise Rs. ECBs) to raise ECBs.

An entity raising FCY ECB is required to follow hedging guidelines issued by the concerned sectoral or prudential regulator in respect of foreign currency exposure. Infrastructure space companies are required to have a board approved risk management policy and are required to mandatorily hedge 70 per cent. of their ECB exposure in case the average maturity of the ECB is less than five years. The designated AD Category-I bank shall verify that the 70 per cent. hedging requirement is complied with during the tenor of the ECB and report the position to RBI through Form ECB 2 returns.

Pursuant to the ECB Regulations, any resident of a Financial Action Task Force ("**FATF**") or an International Organization of Securities Commission ("**IOSCO**") compliant country will qualify as a recognized lender or investors eligible to provide ECBs to Indian entities. Additionally, multilateral and regional financial institutions where India is a member country will also be considered as recognized lenders or investors. Further, the ECB Regulations permit individuals as ECB lenders if they are foreign equity holders or if bonds or debentures are listed abroad. Foreign branches and subsidiaries of Indian banks are permitted to participate as lenders for only FCY ECBs (except foreign currency convertible bonds and foreign currency exchangeable bonds) and are subject to further restrictions based on the end use of the ECBs raised.

The ECB Regulations permit refinancing of existing ECB by fresh ECB provided that the outstanding maturity of the original borrowing is not reduced, and all-in-cost of fresh ECB is lower than the all-in-cost of existing ECB. Further, Indian banks are permitted to participate in refinancing of an existing ECB, only those raised by highly rated corporates (AAA) and for maharatna/navratna public sector undertakings.

In relation to the utilization of the ECB proceeds, the negative list for both FCY ECB and Rs. ECB includes: (i) real estate activities; (ii) investment in capital market; and (iii) equity investment. Additionally, proceeds from an ECB cannot be utilized for (i) working capital purposes; (ii) general corporate purposes; and (iii) repayment of Rupee loans (except from a foreign equity holder and except as provided below). Additionally, for all ECBs, on-lending for any of the abovementioned activities is prohibited under the ECB Regulations.

The proceeds of an ECB can be used towards working capital purposes and general corporate purposes, provided that the minimum average maturity period ("**MAMP**") of such ECB is at least 10 years. In addition to the above, ECBs with a MAMP of seven years can also be availed by eligible borrowers (including NBFCs) for repayment of Indian Rupee loans availed domestically for capital expenditure. Further, the proceeds of ECB can now be used by eligible borrowers (including NBFCs) for repayment of Indian Rupee loans availed for purposes other than capital expenditure and for on-lending by NBFCs for the same purpose subject to compliance with MAMP of at least 10 years. Manufacturing companies as eligible ECB borrowers may avail up to U.S.$50 million or its equivalent per financial year with a MAMP of one year. ECBs raised from foreign equity holders for working capital purposes, general corporate purposes or for repayment of Rupee loans maybe availed with an MAMP of five years. In all other cases, the MAMP prescribed is three years.

Eligible corporate borrowers are also permitted to avail ECBs for (i) repayment of Indian Rupee loans availed domestically for capital expenditure in manufacturing and infrastructure sectors if such loans are classified as special mention account category 2 or as non-performing assets under a one-time settlement, and Indian banks are permitted to sell, by means of assignment, such loans as mentioned above, to eligible ECB lenders, provided that the resultant ECB from such offshore lender complies with the all-in-cost, MAMP and other relevant norms of the ECB framework.

The maximum amount which can be raised every fiscal year by an eligible borrower under the automatic route is U.S.$750 million or its equivalent. The all-in cost (which includes rate of interest, other fees and expenses in foreign currency or Rupees but does not include commitment fees, payments for withholding tax in Rupees), for both FCY ECB and Rs. ECB is set at the benchmark rate plus 450 basis points spread. As per the ECB Regulations, various components of all-in-cost have to be paid by an ECB borrower without taking recourse to the drawdown of ECB, i.e., ECB proceeds cannot be used for payment of interest or charges.

Cessation of London Interbank Offered Rate ("LIBOR")

The RBI has vide its notification dated July 8, 2021 (bearing reference no. RBI/2021-22/69 CO.FMRD.DIRD.S39/14.02.001/2021-22) notified the roadmap for LIBOR transition to enable Indian banks to outline an assessment of exposures linked to LIBOR and adopt alternate reference rates upon cessation of LIBOR.

The Notes are proposed to be raised under the ECB Regulations and are fixed rate notes which are not linked to LIBOR, hence, no transition or fall-back provisions for cessation of LIBOR are required to be applied.

Security creation in relation to ECBs

Security can be created in respect of an ECB by the Indian borrowers or obligors over immovable or movable property, shares and other securities, in favor of a non-resident lender/security trustee and as a condition to the grant of such security, the Indian borrower is required to obtain a 'no-objection' certificate from their designated AD Bank (and the borrower's existing lenders if applicable). An AD Bank can issue no-objection certificates to Indian borrowers or obligors provided inter alia, the following conditions are satisfied: (i) the ECB is compliant with the ECB Regulations; (ii) there exists a security clause in the loan agreement; (iii) no-objection certificates have been obtained from existing lenders; (iv) the security is co-terminus with the ECB; (v) the 'no objection' certificate shall be granted only to an Indian resident borrower or other obligor; (vi) in case of immovable assets: the 'no objection' certificate is not to be construed as a permission to acquire immovable asset (property) in India, by an non-resident lender or security trustee; and (vii) in the event of enforcement of the charge or other security interest, the immovable asset (property) cannot be transferred to a non-resident and has to be sold only to a person resident in India and the sale proceeds used to repay the outstanding ECB.

Filing and Regulatory Requirements in relation to Issuance of Notes

An ECB borrower is required to obtain a loan registration number ("**LRN**") from the RBI before an issuance of Notes. To obtain this, ECB borrowers are required to submit a completed Form ECB certified by a company secretary or a chartered accountant to the AD Bank of the ECB borrower.

The AD Bank is then required to forward the completed Form ECB to the RBI. An ECB borrower is required to submit an ECB-2 Return on a monthly basis via its AD Bank to the RBI (to report actual ECB transaction within seven days of the month to which it related).

If an ECB is proposed to be raised under the approval route, the approval of the RBI is required to be first obtained by making an application to the RBI in Form ECB through the AD Bank of the ECB borrower.

Procedure in relation to any change to the Terms and Conditions of the Notes

Changes in ECB parameters in consonance with the ECB norms, including reduced repayment by mutual agreement between the lender and borrower, should be reported to the Department of Statistics and Information Management of the RBI through revised Form ECB at the earliest, in any case not later than seven days from the changes effected. Such changes may be approved by the AD Bank to the extent of delegation provided for in the ECB Regulations or by the RBI if so required. Certain changes after obtaining the LRN such as a change in the name of borrower or lender, transfer of ECB and any such other parameters may be approved by the AD Bank or the RBI, as the case may be, provided the revised terms comply with extant ECB norms and are with the consent of lender. Any redemption of the Notes prior to their stated maturity, including on the occurrence of an Event of Default or change of control trigger event or for taxation reasons (as further described in the Terms and Conditions) will require the prior approval of the RBI.

Corporate Laws

Compliance with Other Applicable Laws

The Insolvency and Bankruptcy Code, 2016

The Insolvency and Bankruptcy Code, 2016 (the "**Bankruptcy Code**") was passed by both houses of the Parliament of India on May 11, 2016 and received the assent of the President of India on May 28, 2016. The Bankruptcy Code is *inter-alia* aimed at consolidating the existing insolvency laws, *inter alia*, relating to body corporates, partnerships and individuals with the objective of providing clarity and consistency, in treatment, to all the stakeholders in the insolvency process. The Bankruptcy Code classifies creditors into financial creditors (which, among others, include creditors who have advanced credit facilities or other kinds of loans for the consideration of time value of money), operational creditors (which include suppliers of goods and services, statutory and governmental authorities etc) and other creditors (i.e., creditors who are not classified as either financial creditors or operational creditors). The Bankruptcy Code proposes to appoint specialized insolvency professionals to assist the process of insolvency resolution of body corporates. The Bankruptcy Code provides a one hundred and eighty day timeline for the completion of the insolvency resolution process ("**CIRP**") which may be extended by ninety days. The time taken in the adjudication of various disputes which may arise in relation to CIRP is ordinarily excluded from the aforesaid time period. However, subsequent to the Insolvency and Bankruptcy Code (Amendment) Act, 2019, the CIRP is required to be completed within an aggregate period of three hundred and thirty days notwithstanding the time taken in legal proceedings, failing which the body corporate shall be subjected to liquidation. As part of the CIRP, the resolution plans submitted by prospective bidders/applicants for the resolution of stress in the concerned body corporate must be approved by 66.0% of the weighted voting share of the committee of creditors (which includes financial creditors who are not the related parties of the debtor) ("**CoC**") and subsequently by the adjudicating authority. If the adjudicating authority rejects the resolution plan approved by the CoC, then it shall pass an order for liquidation.

The NCLT having territorial jurisdiction over the registered office of the debtor will be the adjudicating authority with jurisdiction over companies and limited liability partnerships. However, the provisions and sections under the Bankruptcy Code are being notified in a staggered manner and some provisions, particularly provisions relating to insolvency and bankruptcy of natural persons and partnerships are not effective yet.

To the extent notified, the Bankruptcy Code has amended the relevant provisions of, *inter alia*, the Companies Act, 2013 and the other legislations as specified therein, and shall further amend relevant provisions of, *inter alia*, the Companies Act, 2013 and such specified legislations upon future notification of the Bankruptcy Code. Further, the provisions of the Bankruptcy Code relating to establishment of the Insolvency and Bankruptcy Board of India (the "**IBBI**") as the regulatory authority came into force on August 5, 2016. The provisions relating to the CIRP were notified on November 30, 2016 and came into force on December 1, 2016 and certain provisions concerning Insolvency Professionals and inspection and investigation came into force on November 15, 2016. IBBI was established by a notification on October 1, 2016 with its head office at New Delhi. In addition, the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which came into force on November 23, 2017, which inter alia has introduced section 29A in the Insolvency Code which sets out certain criteria, that if applicable to the Resolution Applicant or any person connected to the Resolution Applicant, would disqualify the affected person from even submitting a resolution plan in respect of a corporate debtor. Further, the Insolvency and Bankruptcy Code (Second Amendment) Act, 2018 notified on August 17, 2018, among others, recognized amounts paid by allottees under a real estate project (in terms of the Real Estate (Regulation and Development) Act, 2016) as 'financial debt' and expressly allowed for withdrawal of the applications filed under Section 7 of the Bankruptcy Code.

The Bankruptcy Code has further been amended by Insolvency and Bankruptcy Code (Second Amendment) Act, 2020 ("**Bankruptcy Code Amendment**"). The Bankruptcy Code Amendment has inserted a provision suspending the initiation of CIRP for certain companies stating that an application for CIRP cannot be filed where a default has arisen during a period of at least six months starting from March 25, 2020. It has empowered the Government to extend this period to one year through notification while clarifying that no proceedings can ever be initiated for defaults occurring during this period. Further, the resolution professional for such companies, cannot file an application to the NCLT for directions against the partners or directors of the company to make contributions to the assets of the company. Under Regulation 40C of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the period of lockdown during the COVID-19 Pandemic shall not be counted in the timeline regarding CIRP.

Regulatory measures on account of COVID-19

On March 27, 2020, the Government announced a Rs.1,700 billion relief package to boost economic activities during the COVID-19 pandemic. Additional Rs.20,000 billion, Rs.2,650 billion and Rs.6,290 billion relief packages were announced by the GoI on May 12, 2020, November 14, 2020 and June 28, 2021 respectively. The RBI has issued circulars, the Statement of Developmental and Regulatory Policies dated March 27, 2020, May 22, 2020, August 6, 2020, October 9, 2020, December 4, 2020, February 5, 2021, April 7, 2021, June 4, 2021 and August 6, 2021, the Monetary Policy Statement, 2020-2021: Resolutions of Monetary Policy Committee dated March 27, 2021, the Monetary Policy Statement, 2020-2021: Resolutions of Monetary Policy Committee dated May 22, 2020, August 6, 2020, October 9, 2020, December 4, 2020 and February 5, 2021 and the Monetary Policy Statement, 2021-2022: Resolutions of Monetary Policy Committee dated April 7, 2021, June 4, 2021 and August 6, 2021 announcing certain regulatory measures with an aim to mitigate the burden of debt servicing brought about by disruptions on account of the COVID-19 pandemic and revive growth on business and financial institutions in India. The RBI's statements set out various developmental and regulatory policies that directly address the stress in financial condition caused by the COVID-19 pandemic. They consist of: (i) expanding liquidity in the system to ensure that financial markets and institutions are able to function normally in the face of COVID-19-related dislocations; (ii) reinforcing monetary transmission so that bank credit flows on easier terms are sustained to those who have been affected by the pandemic; (iii) easing financial stress caused by the COVID-19 pandemic disruptions by relaxing repayment pressures and improving access to working capital; (iv) improving the functioning of markets in view of the high volatility experienced with the onset and spread of the pandemic; (v) enhancing liquidity support for financial markets so as to revive activity in targeted sectors of the economy with linkages to other sectors; (vi) providing a boost to exports; (vii) providing regulatory support to improve the flow of credit to specific sectors within the ambit of the norms for credit discipline; (viii) deepening financial inclusion; (ix) facilitating ease of doing business by upgrading payment system services so as to improve customer satisfaction, while supporting growth; and (x) consumer protection. The significant features of these packages are, *inter alia*, as below:

(a) restriction from declaring any further dividend payouts by banks from the profits pertaining to FY2020 until further instructions;

(b) permitting banks to grant a moratorium of six months on all term loan installments and working capital facilities sanctioned in the form of cash credit/overdraft ("**CC/OD**"), falling due between March 1, 2020 and August 31, 2020, subject to the fulfillment of certain conditions;

(c) modifying the RBI (Prudential Framework for Resolution of Stressed Assets) Direction, 2019 (Prudential Framework) for accounts which were within the review period/resolution period as on March 1, 2020, such that the entire moratorium period from March 1, 2020 till August 31, 2020 would be excluded from the calculation of the 30-day review period and 180-day resolution period;

(d) permitting the recalculation of 'drawing power' of working capital facilities sanctioned in the form of cash/credit overdraft facilities by reducing the margins till the extended period, being August 31, 2020, and permitting lending institutions to restore the margins to the original levels by March 31, 2021;

(e) permitting the increase in the bank's exposures to a group of connected counterparties from 25% to 30% of the eligible capital base of the bank, up to June 30, 2021;

(f) deferring the recovery of the interest applied in respect of all working capital facilities sanctioned in the form of cash/credit overdraft facilities during the period from March 1, 2020 to August 31, 2020;

(g) permitting lending institutions to convert the accumulated interest on working capital facilities up to the deferment period (up to August 31, 2020) into a funded interest term loan which shall be repayable not later than March 31, 2021;

(h) permitting the lending institutions to exclude the moratorium period wherever granted in respect of term loans as stated in (ii) above, from the number of days past-due for the purpose of asset classification under the asset reclassification norms, in respect of accounts classified as standard as on February 29, 2020, even if overdue. The Company has availed the benefits under the aforesaid

COVID regulatory package of RBI in respect of term loan facilities only. The interest accrued during the period has since been paid in September 2020. The installments of the principal amount will be paid as per schedule; and

(i) providing a window (until December 31, 2020) under the RBI's Prudential Framework on Resolution of Stressed Assets dated June 7, 2019 enabling lenders to implement a resolution plan in respect of eligible corporate exposures without change in ownership, while classifying such exposures as standard subject to specified conditions.

Other Laws

Additionally, we are also required to comply with, *inter alia*, the following laws:

(i) Apprentices Act, 1961 as amended;

(ii) Central Sales Tax Act, 1956 as amended;

(iii) Central Goods and Service Tax Act, 2017;

(iv) Child Labour (Prohibition and Regulation) Act, 1986 as amended;

(v) Code on Wages, 2019;

(vi) Contract Labour (Regulation and Abolition) Act, 1970 as amended;

(vii) Employee Compensation Act, 1932 as amended;

(viii) Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended;

(ix) Employees State Insurance Act, 1948 as amended;

(x) Factories Act, 1948 as amended;

(xi) Customs Act, 1962 as amended;

(xii) Foreign Exchange Management Act, 1999 as amended;

(xiii) Income Tax Act, 1961 as amended;

(xiv) Foreign Trade (Development and Regulation) Act, 1992 as amended;

(xv) Industrial Disputes Act, 1947 and Industrial Disputes (Central) Rules, 1957 as amended and as applicable;

(xvi) Industries (Development and Regulation) Act, 1951 as amended;

(xvii) Industrial Employment (Standing Orders) Act, 1946 as amended and as applicable;

(xviii) Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 as amended;

(xix) Maternity Benefit Act, 1961 as amended;

(xx) Payment of Gratuity Act, 1972 as amended;

(xxi) Shops and Commercial Establishments Act applicable to relevant states, as amended;

(xxii) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act), 2013 as amended;

(xxiii) Trade Unions Act, 1926 as amended and as applicable;

(xxiv) The Industrial Relations Code, 2020 to the extent notified and as applicable;

(xxv) The Code on Social Security, 2020 to the extent notified and as applicable; and

(xxvi) The Occupational Safety, Health and Working Conditions Code, 2020 to the extent notified and as applicable.

DESCRIPTION OF MATERIAL INDEBTEDNESS

The following summary of certain provisions of our loan facilities, bonds and other indebtedness does not purport to be complete and is subject to, and qualified in its entirety by reference to, the underlying credit agreements, bonds and other documentation. Furthermore, this summary relates only to our principal long-term indebtedness. We utilize a variety of short-term debt instruments.

Our principal sources of external financing include both secured and unsecured short-term as well as long-term facilities (in both rupees and other currencies). As at June 30, 2021, we had total borrowings (non-current borrowings plus current borrowings) of Rs.628,773 million (U.S.$8,457 million). As at June 30, 2021, 60.3% of our total borrowings were denominated in foreign currency (foreign currency bonds, foreign currency term loans, acceptance for capital projects, foreign currency working capital loans from banks and upfront fees on foreign currency term loans), including U.S. dollars, Euro and Japanese Yen. As at June 30, 2021, we had non-current borrowings (including current maturities of long-term borrowings) of Rs.574,459 million (U.S.$7,727 million).

Rupee Loans

We are a party to facility agreements under which borrowings are denominated in Rupees ("**Rupee Loans**") with various banks and financial institutions. As at June 30, 2021, the amount under the rupee term loan and sales tax deferral loan amounted to Rs.142,374 million (U.S.$1,915 million).

While interest under some of the Rupee Loans accrues at a fixed interest rate throughout the term of the loans, some other Rupee Loans bear interest at floating rates calculated with reference to the MCLR of the relevant lenders. Interest payments are generally payable monthly and must be made on each payment date as provided in the particular facility agreement.

Most of the Rupee Loans contains customary negative covenants, including restrictions, subject to certain exceptions, on our ability to incur further indebtedness, provide guarantee, (including group companies) sell or otherwise dispose of certain assets, effect a consolidation or merger or create liens on assets. We have created a *pari passu* charge on our movable and immovable assets (existing and future) to secure payments under the facility agreements.

In addition, the Rupee Loans require us to maintain certain financial covenants including a minimum debt service coverage ratio, maximum debt to tangible net worth ratio, fixed assets coverage ratio and maximum debt to EBITDA ratio.

The Rupee Loans contain certain customary events of default, such as failure to pay the amount payable on the due date, material breach of the terms of the loan agreement and acceleration of repayment obligations under other loan or financing documents. The lenders are entitled to terminate their respective agreements and/or demand immediate repayment of the loans and any accrued interest and/or foreclose on secured assets or appoint a nominee director on the board of the Company under the respective agreements upon the occurrence of an event of default.

Non-Rupee Loans

In March 2011, we entered into a loan agreement for EUR117 million with KfW IPEX-Bank GmbH for financing the expansion of our steelmaking facilities at Vijayanagar, Karnataka, India.

In June 2015, we entered into a loan agreement for U.S.$150 million with Mizuho Bank Limited and Industrial and Commercial Bank of China Limited for refinancing certain of our foreign currency loans.

In April 2017, we issued U.S.$500 million 5.25% notes due 2022 to the international debt capital markets for refinancing our foreign currency loans.

In August 2017, we entered into an agreement for a term loan facility of U.S.$150 million extended by Yes Bank, in JSW Steel Coated Products Ltd for its various ongoing capital expenditures.

In September 2017, we entered into a loan agreement for U.S.$210 million with BNP Paribas, Standard Chartered Bank and the National Bank of Abu Dhabi for the ongoing capital expenditure of the Company.

In March 2018, we entered into a loan agreement for U.S.$100 million with Mizuho Bank Limited for our various ongoing capital expenditures.

In June 2018, we entered into a loan agreement for U.S.$125 million with First Abu Dhabi Bank and BNP Paribas for our various ongoing capital expenditures.

In August 2018, we entered into an agreement for a term loan facility of U.S.$125 million and working capital facility of U.S.$15 million extended by Axis Bank, in JSW Steel USA Ohio guaranteed by the Company.

In April 2019, we issued U.S.$500 million 5.950% unsecured notes due 2024 to the international debt capital markets to repay external commercial borrowing loans and for our capital expenditures or any other purpose in accordance with the ECB Regulations.

In July 2019, we entered into a facility agreement for a loan facility of U.S.$110 million and JPY1,000 million with Mizuho Bank Limited to repay external commercial borrowing loans and for our capital expenditures.

In September 2019, we issued U.S.$400 million 5.375% unsecured notes due 2025 to the international debt capital markets to repay external commercial borrowing loans and for our capital expenditures or any other purpose in accordance with the ECB Regulations.

In November 2019, we entered into a facility agreement for a loan facility of U.S.$250 million with Australia and New Zealand Banking Group Limited, Barclays Bank plc, BNP Paribas, First Abu Dhabi Bank PJSC and Mizuho Bank Ltd. acting as arrangers and First Abu Dhabi Bank PJSC acting as agent.

In October 2020, we issued U.S.$500 million unsecured 5.95% notes due 2026 in Periama Holdings, LLC guaranteed by the Company to the international debt capital markets for repayment of part of the existing indebtedness of Periama Holdings, LLC owed to the Company including interest thereon and for general corporate purposes.

In December 2020, we issued a further U.S.$250 million which is part of our 5.95% unsecured notes due 2026 in Periama Holdings, LLC guaranteed by the Company to the international debt capital markets for repayment of part of the existing indebtedness of Periama Holdings, LLC owed to the Company including interest thereon and for general corporate purposes.

In April 2021, we entered into a facility agreement for a loan facility of U.S.$100 million with Mizuho Bank Limited and Mashreq Bank PJSC for our various ongoing capital expenditures.

In June 2021, we entered into a facility agreement for a loan facility of U.S.$130 million with Sumitomo Mitsui Banking Corporation, BNP Paribas and First Abu Dhabi Bank for our various ongoing capital expenditures.

Most of our non-Rupee loans bear interest at a floating rate linked to U.S.$ LIBOR, JPY LIBOR or EURIBOR, depending on the currency, plus a margin, with the remaining loans bearing interest at fixed rates. Interest payments on these loans are generally payable semi-annually and must be made on each payment date as provided in the particular facility agreement. As at June 30, 2021, the aggregate outstanding amount under these borrowings (foreign currency bonds plus term loans — foreign currency loans) amounted to Rs.317,119 million (U.S.$4,265 million).

Our financing agreements and debt arrangements typically contain customary negative covenants that limit or require us to obtain lender consents before, among other things, changing our business, conducting mergers and consolidations, selling significant assets beyond a certain limit, creating liens on assets or making certain acquisitions or investments. The financing agreements and debt arrangements also contain customary provisions in respect of events of default, including provisions whereby a default under one financing agreement may also result in cross-defaults under other indebtedness and result in the outstanding amounts under each such indebtedness becoming immediately due and payable.

Certain of the financing agreements and debt arrangements contain financial covenants that require the satisfaction and/or maintenance of financial tests and ratios (such as debt to equity ratio, debt coverage ratio and certain other liquidity ratios).

Debentures

As at June 30, 2021, the Debentures amounted to Rs.101,800 million (U.S.$1,369 million).

10.34% Non-Convertible Debentures

During the first quarter of the year ended March 31, 2014, we raised Rs.10,000 million through the issuance of 11-year NCDs at a fixed rate of 10.34% per annum. The NCDs will be redeemed in equal installments in 2022, 2023 and 2024.

10.02% Non-Convertible Debentures

During the second quarter of the year ended March 31, 2014, we raised Rs.10,000 million through the issuance of ten-year NCDs at a fixed rate of 10.02% per annum. The NCDs will be redeemed in May 2023 and July 2023.

8.79% Non-Convertible Debentures

During the third quarter of the year ended March 31, 2020, we raised Rs.20,000 million through the issuance of ten-year NCDs at a fixed rate of 8.79% per annum. The NCDs will be redeemed in equal installment in 2026, 2027, 2028 and 2029.

8.90% Non-Convertible Debentures

During the fourth quarter of the year ended March 31, 2020, we raised Rs.10,000 million through the issuance of ten-year NCDs at a fixed rate of 8.90% per annum. The NCDs will be redeemed in equal installment in 2027, 2028, 2029 and 2030.

8.50% Non-Convertible Debentures

During the third quarter of the year ended March 31, 2021, we raised Rs.40,000 million through the issuance of seven-year NCDs at a fixed rate of 8.50% per annum. The NCDs have a call/put option in October 2025 and in case not exercised the NCDs will be fully redeemed in October 2027.

8.76% Non-Convertible Debentures

During the first quarter of the year ended March 31, 2022, we raised Rs.10,000 million through issuance of ten-year NCDs at a fixed rate of 8.76% per annum. The NCDs will be fully redeemed in May 2031.

Debt and Debt Funding

We have stable relationships with a large variety of debt providers and investors, principally commercial banks and export credit agencies. As at June 30, 2021, approximately 50.2% of our total long-term debt carried a fixed interest rate and the proportion of our current borrowings (excluding current maturities of long term borrowings) to total borrowings (i.e. non-current borrowings plus current borrowings) was 8.6%.

Our total borrowings (i.e. non-current borrowings plus current borrowings) as at June 30, 2021 amounted to Rs.628,773 million (U.S.$8,457 million). Of this amount, our current borrowings less current maturities of long term borrowings as at June 30, 2021 amounted to Rs.54,314 million (U.S.$731 million).

Existing Foreign Currency Indebtedness

The following table sets forth information with regard to our total long-term borrowings by currency (gross of debt obligation costs), in terms of fixed or floating rate as at June 30, 2021:

	Currency of borrowings as at June 30, 2021			
	Floating rate borrowings(1)	**Fixed rate borrowings**	**Total long -term borrowings(2)**	
	(Rs. in millions)		**(Rs. in millions)**	**(U.S.$ in millions)(3)**
Rupee	137,167	107,007	244,174	3,284
Japanese Yen	673	4,484	5,157	69
U.S. dollar	139,384	171,847	311,231	4,186
Euro	8,865	8,415	17,280	232
Total	**286,089**	**291,753**	**577,842**	**7,772**

Notes:

(1) Interest on the floating rate rupee loans are either subject to change in line with changes in base rates of the lenders or are periodically reset with links to mclr.

(2) Total long-term borrowings (including current maturities of long term borrowings) include foreign currency bonds, debentures, rupee term loans, foreign currency term loan, acceptance for capital projects more than one year and deferred government loan. It excludes preference shares and upfront fees on rupee term loans and upfront fees on foreign currency loans.

(3) For the reader's convenience, U.S. dollar translations of Indian rupee amounts for the three months ended June 30, 2021 have been provided at a rate of U.S.$1.00 = Rs.74.3456, which was the exchange rate as reported by the FBIL on June 30, 2021.

USE OF PROCEEDS

The Company intends to use the gross proceeds of (i) the Series 1 Notes exclusively for capital expenditure; and (ii) the Series 2 Notes for prepayment/repayment of debt and/or any of the other purposes permitted by the ECB Regulations.

TERMS AND CONDITIONS OF THE SERIES 1 NOTES

*The following (subject to completion and amendment) will be the text of the Terms and Conditions (the "**Conditions**") of the Notes, which will be attached to the global Notes and will appear on the reverse of any Definitive Notes (as defined below). Except as described under "The Global Notes", Definitive Notes will not be issued in exchange for the global Notes. See "The Global Notes" for a summary of the registration, payment, transfer and other procedures that apply when the Notes are in global form.*

*The issuance of the Notes will be as per applicable laws, including but not limited to, the Foreign Exchange Management Act, 1999, the Foreign Exchange Management (Borrowing and Lending) Regulations, 2018 and circulars and notifications issued thereunder by the Reserve Bank of India ("**RBI**"), from time to time including the Master Direction on External Commercial Borrowings, Trade Credits and Structured Obligations dated 26 March 2019, as amended from time to time and any other applicable regulations, notifications, circulars or guidelines issued in respect of external commercial borrowings (collectively, the "**ECB Regulations**").*

The U.S.$500,000,000 3.95 per cent. notes due 2027 (the "**Notes**", which expressions shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 15 (*Further Issues*) and forming a single series with the Notes) issued by JSW Steel Limited (the "**Company**") are constituted by a Trust Deed dated the date of issuance of the Notes (as may be amended from time to time, the "**Trust Deed**") between the Company and DB Trustees (Hong Kong) Limited (the "**Trustee**," which expression shall include all Persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined in Condition 1 (*Form, Denomination and Title*)). These Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Definitive Notes (as defined below). Copies of the Trust Deed and of the Agency Agreement dated the date of issuance of the Notes (as may be amended from time to time, the "**Agency Agreement**") relating to the Notes between the Company, the Trustee and the Agents (as defined below), are available for inspection during usual business hours at the principal office of the Trustee (presently at Level 60, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong) and at the specified offices of Deutsche Bank Trust Company Americas as the principal paying agent located at 60 Wall Street, 16th Floor, MS NYC60-1630, New York, NY, 10005, United States of America (the "**Principal Paying Agent**" and, together with any other paying agent appointed under the Agency Agreement, the "**Paying Agents**"), the registrar (the "**Registrar**") and the transfer agents (the "**Transfer Agents**" and collectively with the Paying Agents and the Registrar being referred to as the "**Agents**"). The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Trust Deed and the provisions of the Agency Agreement applicable to them. Certain terms used herein are defined in Condition 4.7 (*Definitions*). Capitalized terms that are not defined in these Conditions will have the meanings given to them in the Trust Deed.

*The owners shown in the records of The Depository Trust Company ("**DTC**") of book-entry interests in Notes are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.*

1 FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Notes are in registered form in amounts of U.S.$200,000 each and higher integral multiples of U.S.$1,000 (each an "**authorized denomination**"). A definitive certificate (each a "**Definitive Note**") will be issued to each Noteholder in respect of its registered holding or holdings of Notes. Each Definitive Note will be numbered serially with an identifying number, which will be recorded in the register (the "**Register**"), which the Company shall procure to be kept by the Registrar at its specified office. Save as provided in Condition 2.1 (*Transfer, Issue and Delivery*), each Definitive Note shall represent the entire holding of the Notes by the same Noteholder.

1.2 Title

Title to the Notes passes only by and upon registration in the Register. In these Conditions, "**Noteholder**" and "**holder**" means the Person in whose name a Note is registered in the Register. The holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or theft or loss of, the Definitive Note issued in respect of it) and no Person will be liable for so treating the holder. No Person shall have any right to enforce any term or condition of the Notes or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

2 TRANSFERS OF NOTES AND ISSUE OF DEFINITIVE NOTES

2.1 Transfer, Issue and Delivery

A Note may be transferred in whole or in part in an authorized denomination upon the surrender of the Definitive Note issued in respect of that Note, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of a Note, a new Definitive Note in respect of the balance not transferred will be issued to the transferor within five Business Days (as defined in Condition 7.2 (*Payment Initiation*) hereof) of receipt of such form of transfer and sent by uninsured mail at the risk of the holder (but free of charge to the holder and at the expense of the Company) to the address of the holder appearing in the Register. In the case of a transfer of Notes to a person who is already a Noteholder, a new Definitive Certificate representing the enlarged holding shall only be issued against surrender of the Definitive Note representing the existing holding. Each new Definitive Note to be issued upon a transfer of Notes will, within five Business Days of receipt of such form of transfer, be sent by uninsured mail at the risk of the holder entitled to the Note in respect of which the relevant Definitive Note is issued to such address as may be specified in such form of transfer. Notes may be transferred in accordance with this Condition 2 (*Transfers of Notes and Issue of Definitive Notes*) and the Agency Agreement but not otherwise exchanged. No transfer of a Note shall be valid unless and until entered into the Register.

2.2 Formalities Free of Charge

Registration of transfer of Notes will be effected without charge by or on behalf of the Company, the Registrar or any Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require) in respect of any tax or other governmental charges which may be imposed in relation to it.

2.3 Closed Periods

No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 days ending on the due date for any payment of principal and premium (if any) and/or interest on that Note or (ii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 7 (*Payments*)).

2.4 Regulations Concerning Transfer and Registration

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning the transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Company with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon prior written request and satisfactory proof of holding.

3 STATUS

The Notes constitute (subject to Condition 4.2 (*Negative Pledge*)) direct, general, unsecured and unsubordinated obligations of the Company and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Company under the Notes shall at all times rank at least *pari passu* with all of its other present and future outstanding unsecured and unsubordinated obligations but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

4 COVENANTS

4.1 Limitation on Indebtedness

So long as any Note remains outstanding (as defined in the Trust Deed), the Company will not Incur (as defined in Condition 4.7 (*Definitions*)), directly or indirectly, any Indebtedness unless, after giving effect to the application of the proceeds thereof:

(a) no Default would occur as a consequence of such Incurrence or be continuing following such Incurrence; and

(b) the Indebtedness to Tangible Net Worth ratio for the Company's most recently ended annual period for which unconsolidated financial statements of the Company are available immediately preceding the date on which such Indebtedness is incurred shall not be greater than 3.0:1.0;

provided that this Condition 4.1 (*Limitation on Indebtedness*) shall not apply to:

(i) Indebtedness of the Company evidenced by the Notes existing as at the Issue Date;

(ii) Indebtedness of the Company existing as at the Issue Date and refinancing thereof;

(iii) Indebtedness of the Company issued in exchange for, or the net proceeds of which are used to refinance, replace, exchange, renew, repay, defease, discharge or extend then outstanding Indebtedness permitted to be Incurred under this Condition 4.1 (*Limitation on Indebtedness*);

(iv) Indebtedness Incurred by the Company pursuant to hedging obligations entered into solely to protect the Company from fluctuations in interest rates, foreign currency exchange rates or commodity prices and not for speculation; or

(v) Indebtedness of the Company constituting reimbursement obligations with respect to letters of credit, trade guarantees, bank guarantees or bankers' acceptances issued in the ordinary course of business to the extent that such letters of credit, guarantees or bankers' acceptances are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the 60 days following receipt by the Company of a demand for reimbursement.

For the avoidance of doubt, the Indebtedness to Tangible Net Worth ratio shall be calculated and interpreted on the basis of unconsolidated financial statements of the Company.

4.2 Negative Pledge

So long as any Note remains outstanding, the Company will not create or permit to subsist any Security (as defined in Condition 4.7 (*Definitions*)), upon the whole or any part of its property or assets, present or future, to secure any External Obligations (as defined in Condition 4.7 (*Definitions*)), unless the Company, in the case of the creation of the Security, at the same time or prior thereto takes any and all action necessary to ensure that:

(a) all amounts payable by it under the Notes and the Trust Deed are secured by the Security equally and rateably with the External Obligations to the satisfaction of the Trustee; or

(b) such other Security or other arrangement (whether or not it includes the giving of Security) is provided as is approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

*The creation of Security over any Indian assets under Condition 4.2 shall require prior approval of the authorized dealer bank ("**AD Bank**"), as the case may be, in accordance with the ECB Regulations.*

4.3 Limitation on Asset Sales

So long as any of the Notes remains outstanding, the Company will apply any Net Cash Proceeds from an Asset Sale to:

(a) permanently repay unsubordinated Indebtedness; or

(b) acquire properties and assets (other than current assets) that will be directly owned and used by the Company in Permitted Businesses; or

(c) invest in Subsidiaries of the Company involved in Permitted Businesses; provided that the amount of such investment, individually or when aggregated with all other investments in such Subsidiaries made with the Net Cash Proceeds from any Asset Sales in the twelve month period immediately prior to such investment, does not exceed 3.0 per cent. of the Fixed Assets of the Company on the immediately preceding balance sheet date (as stated in the Company's most recent annual unconsolidated financial statements); or

(d) pay dividends, provided that, the Company shall not pay any such dividend in respect of or otherwise distribute such Net Cash Proceeds to its shareholders if such dividend or distribution, individually or when aggregated with all other dividends or distributions paid with the Net Cash Proceeds from any Asset Sales in the twelve month period immediately prior to the date of the declaration of such dividend or distribution, exceeds U.S.$150.0 million or its equivalent in other currencies.

The Company will not, directly or indirectly, consummate an Asset Sale unless the Company receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as at the date of the definitive agreement with respect to the Asset Sale (including as to the value of all non-cash consideration, such non-cash consideration shall, for the avoidance of doubt, not be subject to the restrictions under this Condition 4.3 (*Limitation on Asset Sales*)) of the Fixed Assets sold or otherwise disposed of.

Pending application of Net Cash Proceeds as set out above, such Net Cash Proceeds may be placed in cash deposits or invested in short term money market instruments.

4.4 Suspension of Covenants

If, on any date following the date of the Trust Deed, the Notes are rated Investment Grade from both of the Rating Agencies and no Default or Event of Default has occurred and is continuing (a "Suspension Event"), then, beginning on that day and continuing until such time, if any, (i) at which the Notes cease to be rated Investment Grade from either of the Rating Agencies or (ii) an Event of Default occurs and is continuing, the following Conditions will not apply to the Notes:

(a) Condition 4.1 (*Limitation on Indebtedness*); and

(b) Condition 4.3 (*Limitation on Asset Sales*).

The covenants under the Conditions listed in this Condition 4.4 (*Suspension of Covenants*) will be reinstituted and apply according to their terms as at and from the first day on which a Suspension Event ceases to be in effect. Such covenants will not, however, be of any effect with regard to actions of the

Company properly taken in compliance with the provisions of the Trust Deed during the continuance of the Suspension Event, and no Default will be deemed to have occurred as a result of a failure to comply with such covenants during such period.

4.5 Consolidation, Merger and Sale of Assets

The Company will not consolidate with, merge with or into, another Person, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets (as an entirety or substantially an entirety in one transaction or series of related transactions) to any Person, unless:

(i) the Company shall be the continuing Person, or the Person (if other than it) formed by such consolidation or merger or that acquired or leased such property and assets (the "**Surviving Person**") shall be a corporation incorporated and validly existing under the laws of India or any jurisdiction thereof and shall expressly assume, by a supplemental trust deed to the Trust Deed, executed and delivered to the Trustee, all the obligations of the Company under the Trust Deed and the Notes and the Trust Deed and the Notes shall remain in full force and effect;

(ii) immediately after giving effect to such transaction on a pro forma basis (and treating any Indebtedness which becomes an obligation of the Company or the Surviving Person as having been Incurred at the time of such transaction), no Default shall have occurred and be continuing;

(iii) immediately after giving effect to such transaction on a pro forma basis, the Company or the Surviving Person, as the case may be, shall have a Tangible Net Worth equal to or greater than the Tangible Net Worth of the Company immediately prior to such transaction;

(iv) immediately after giving effect to such transaction on a pro forma basis, the Company could Incur at least U.S.$1.00 of Indebtedness under Condition 4.1 (*Limitation on Indebtedness*);

(v) the Company delivers to the Trustee (x) an Officers' Certificate (attaching the arithmetic computations to demonstrate compliance with Condition 4.5(iii) and 4.5(iv), and (y) an Opinion of Counsel, in each case stating that such consolidation, merger or transfer and such supplemental trust deed complies with this provision and that all conditions precedent provided for herein relating to such transaction have been complied with; and

(vi) no Rating Decline shall have occurred.

For the avoidance of doubt, this Condition shall not apply to a consolidation or merger of any Subsidiary or joint venture with and into the Company, so long as the Company survives such consolidation or merger.

4.6 Reporting

So long as any of the Notes remain outstanding, the Company will deliver to the Trustee, as soon as practicable but in any event not more than 10 calendar days after they are filed with the National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**") or any other recognized exchange on which the Company's Capital Stock is at any time listed for trading, true and correct copies of any financial or other report in the English language filed with such exchange, unless such report has been made generally available on the website of the Company or such recognized stock exchange and not otherwise requested by the Trustee or the Noteholders; provided that if at any time the Capital Stock of the Company ceases to be listed for trading on a recognized exchange, the Company will deliver to the Trustee:

(a) as soon as practicable, but in any event within 90 calendar days after the end of the fiscal year of the Company, copies of its financial statements (on a consolidated basis and in the English language) that the Company would have filed with the NSE and BSE if the Capital Stock of the Company was listed for trading on such stock exchange in respect of such financial year audited by a member firm of an internationally recognized firm of independent accountants; and

(b) as soon as practicable, but in any event within 60 calendar days after the end of each of the first, second and third fiscal quarters of the Company, copies of its unaudited financial results (on a consolidated basis and in the English language) that the Company would have filed with the NSE and BSE if the Capital Stock of the Company was listed for trading on such stock exchange in respect of such quarterly period prepared on a basis consistent with the audited financial statements of the Company and reviewed by a member firm of an internationally recognized firm of independent accountants.

4.7 Definitions

Set forth below are defined terms used in these Conditions. Reference is made to the Trust Deed for other capitalized terms used in these Conditions for which no definition is provided.

"**Asset Sale**" means the sale, lease, conveyance or other disposition of any Fixed Assets by the Company. Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(a) any single transaction or series of related transactions that involves Fixed Assets having a Fair Market Value of less than U.S.$100.0 million;

(b) the sale, lease, conveyance or other disposition of any Fixed Assets in the ordinary course of business (including the abandonment, sale or other disposition of damaged, worn out or obsolete Fixed Assets that are, in the reasonable judgment of the Company, no longer economically practical to maintain or useful in the conduct of business of the Company);

(c) licenses, sub-licenses, subleases, assignments or other disposition by the Company of intellectual property in the ordinary course of business;

(d) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(e) the disposition of Fixed Assets in connection with the compromise, settlement thereof in the ordinary course of business (including by secured lenders of the Company through the enforcement of security) or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(f) the foreclosure, condemnation or any similar action with respect to Fixed Assets or a surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind related to Fixed Assets;

(g) any unwinding or termination of hedging obligations not for speculative purposes;

(h) the disposition of Fixed Assets which are seized, expropriated or compulsory purchased by or by the order of any central or local government authority;

(i) the disposition of Fixed Assets to another person whereby the Company leases such assets back from such person;

(j) operating leases of Fixed Assets; and

(k) a transaction covered by the covenant under Condition 4.5 (*Consolidation, Merger and Sale of Assets*).

"**Board of Directors**" means, with respect to any Person, such Person's board of directors elected or appointed by the general meeting of shareholders of such Person or any committee of such board duly authorized to take the action purported to be taken by such committee.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents (however designated, whether voting or non voting) in equity of such Person, whether outstanding on the Issue Date or issued thereafter, including, without limitation, all Common Stock and Preferred Stock, but excluding debt securities convertible into such equity.

"**Common Stock**" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock or ordinary shares, whether or not outstanding on the Issue Date, and include, without limitation, all series and classes of such common stock or ordinary shares.

"**Default**" means any event which is, or after the giving of notice, the making of a determination or the passage of time or any combination of the foregoing would be, an Event of Default.

"**Dollar Equivalent**" means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars, obtained by converting such foreign currency involved in such computation into U.S. dollars at the noon buying rate for U.S. dollars in New York City for cable transfers as certified for customs purposes by the Federal Reserve Bank of New York on the date of determination.

"**Event of Default**" has the meaning assigned thereto in Condition 9 (*Events of Default*).

"**External Obligations**" means bonds, debentures, notes or other similar securities of the Company which both: (a) are by their terms payable, or confer a right to receive payment, in, or by reference to, any currency other than Rupees, or which are denominated in Rupees and more than 50 per cent. of the aggregate principal amount thereof is initially distributed outside India by or with the authorization of the Company; and (b) are for the time being or are capable of being quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other similar securities market outside India.

"**Fair Market Value**" means the price that would be paid in an arm's length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy.

"**Fitch**" means Fitch Inc., a subsidiary of Fimalac, S.A., and its successors.

"**Fixed Assets**" means assets classified as such in the Company's unconsolidated financial statements prepared in accordance with IND-AS.

"**guarantee**" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep well, to purchase assets, goods, securities or services, to take or pay, or to maintain financial statement conditions or otherwise) or (b) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term "guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"**Incur**" means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness; provided that the accretion of original issue discount, the accrual of interest, the accrual of dividends, the payment of interest in the form of additional Indebtedness and the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock (to the extent provided for when the Indebtedness or Preferred Stock on which such interest or dividend is paid was originally issued) shall not be considered an Incurrence of Indebtedness. The terms "Incurrence," "Incurred" and "Incurring" have meanings corresponding with the foregoing.

"**IND-AS**" means Indian Accounting Standards, prescribed under Section 133 of the Companies Act 2013 read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended.

"**Indebtedness**" means any indebtedness Incurred by the Company for or in respect of (without duplication):

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IND-AS, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction having the commercial effect of a borrowing and required by IND-AS to be shown as a borrowing in the balance sheet of the Company;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(h) shares which are expressed to be redeemable on or before the Maturity Date;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, other than any such instrument to the extent such instrument is not drawn upon; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"**Investment Grade**" means (i) a rating of "Aaa," or "Aa," "A" or "Baa," as modified by a "1," "2" or "3" indication, or an equivalent rating representing one of the four highest rating categories, by Moody's, or any of its successors or assigns, (ii) a rating of "AAA," "AA," "A" or "BBB," as modified by a "+" or "-" indication, or an equivalent rating representing one of the four highest Rating Categories, by Fitch or any of its successors or assigns or (iii) the equivalent ratings of any internationally recognized rating agency or agencies, as the case may be, which shall have been designated by the Company as having been substituted for Moody's or Fitch or any one or more of them, as the case may be.

"**Issue Date**" means the date on which the Notes (other than Notes issued further under Condition 15 (*Further Issues*) are originally issued under the Trust Deed.

"**Moody's**" means Moody's Investors Service and its affiliates, and any of their successors, as applicable.

"**Net Cash Proceeds**" with respect to any sale of any Fixed Assets of the Company, means the cash proceeds of such sale net of payments to repay Indebtedness or any other obligation outstanding at the time that either (a) is secured by a lien on such Fixed Assets or (b) is required to be paid as a result of such sale, legal fees, accountants' fees, agents' fees, discounts or commissions and brokerage, consultant fees and other fees actually incurred in connection with such sale and net of taxes paid or payable as a result thereof.

"**Offering Memorandum**" means the offering memorandum dated September 15, 2021 prepared in connection with the issue of the Notes, as amended or supplemented.

"**Officer**" means a director or any executive officer of the Company.

"**Officers' Certificate**" means a certificate signed by one Officer.

"**Opinion of Counsel**" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel, if so acceptable, may be an employee of or counsel to the Company or the Trustee. Each such Opinion of Counsel shall include:

(a) a statement that the person giving such opinion has read the covenant or condition to which such opinion relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such opinion are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such covenant or condition has been complied with.

"**Permitted Business**" means any business, service or activity conducted or proposed to be conducted (as described in the Offering Memorandum) by the Company and its Subsidiaries on the Issue Date and other businesses reasonably related, complementary or ancillary thereto.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof.

"**Rating Agencies**" means (a) Moody's and Fitch and (b) if Moody's or Fitch or any one or more of them shall not make a rating of the Notes publicly available, an internationally recognized securities rating agency or agencies, as the case may be, selected by the Company, which shall be substituted for Moody's or Fitch or any one or more of them, as the case may be.

"**Rating Category**" means (a) with respect to Moody's, any of the following categories: Ba, B, Caa, Ca, C and D (or equivalent successor categories), (b) with respect to Fitch, any of the following categories: "BB", "B", "CCC", "CC", "C", and "D" (or equivalent successor categories) and (c) the equivalent of any such category of Moody's or Fitch used by another Rating Agency. In determining whether the rating of the Notes has decreased by one or more gradations, gradations within Rating Categories ("+" and "-" for Fitch; 1, 2 and 3 for Moody's; or the equivalent gradations for another Rating Agency) shall be taken into account (e.g., with respect to Fitch, a decline in a rating from "BB+" to "BB," as well as from "BB" to "B+," will constitute a decrease of one gradation).

"**Rating Date**" means (1) in connection with a Change of Control Triggering Event under Condition 6.3 (*Redemption for Change of Control Triggering Event*), the date which is 90 days prior to the earlier of (x) a Change of Control and (y) the initial public notice of the occurrence of a Change of Control or of the intention by the Company or any other Person or Persons to effect a Change of Control or (2) in connection with actions contemplated under Condition 4.5 (*Consolidation, Merger and Sale of Assets*), that date which is 90 days prior to the earlier of (a) the occurrence of any such actions as set forth therein and (b) a public notice of the occurrence of any such actions.

"**Rating Decline**" means (1) in connection with a Change of Control Triggering Event under Condition 6.3 (*Redemption for Change of Control Triggering Event*), the occurrence on, or within six months after, the date, or public notice of the occurrence of, a Change of Control or the intention by the Company or any other Person or Persons to effect a Change of Control (which period shall be extended so long as the rating of the Notes, is under publicly announced consideration for possible downgrade by any of the Rating Agencies) of any of the events listed below, or (2) in connection with actions contemplated under Condition 4.5 (*Consolidation, Merger and Sale of Assets*), the notification by any of the Rating Agencies that such proposed actions will result in any of the events listed below:

(a) in the event the Notes are rated by one or more Rating Agencies on the Rating Date as Investment Grade, the rating of the Notes by any such Rating Agency shall be below Investment Grade;

(b) in the event the Notes are rated below Investment Grade by one or more Rating Agencies on the Rating Date, the rating of the Notes by any such Rating Agency shall be decreased by one or more gradations (including gradations within Rating Categories as well as between Rating Categories).

"**Security**" means a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any mortgage, pledge, retention of title arrangement, right of retention, and, in general, any right in rem, created for the purpose of granting security.

"**Subsidiary**" means, with respect to any Person, any corporation, association or other business entity of which more than 50.0 per cent. of the voting power of the outstanding Voting Stock is owned, directly or indirectly, by such Person and one or more other Subsidiaries of such Person.

"**Tangible Net Worth**" means the aggregate of the following based on the Company's unconsolidated financial statements (without duplication):

(a) the amount paid up or credited as paid up on the share capital of the Company;

(b) the amount standing to the credit of the reserves of the Company (including, without limitation, any share premium account, capital redemption reserve funds and any credit balance on the accumulated profit and loss account);

(c) if applicable, that part of the net results of operations and the net assets of any Subsidiary of the Company attributable to interests that are not owned, directly or indirectly, by the Company; and

(d) after deducting from that aggregate:

    (i) any debit balance on the profit and loss account or impairment of the issued share capital of the Company (except to the extent that deduction with respect to that debit balance or impairment has already been made);

    (ii) amounts set aside for dividends or taxation (including deferred taxation); and

    (iii) amounts attributable to capitalized items such as goodwill, trademarks, deferred charges, licenses, patents and other intangible assets.

"**Voting Stock**" means, with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

5 INTEREST

Each Note bears interest on their outstanding principal amount from (and including) September 23, 2021 to (but excluding) April 5, 2027 at the rate of 3.95 per cent. per annum, in each case payable semi-annually in arrear on April 5 and October 5 in each year (each an "**Interest Payment Date**"). The first payment of interest will be made on April 5, 2022 in respect of the period from (and including) the Issue Date to (but excluding) April 5, 2022. If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding Business Day. Each Note will cease to bear interest from the due date for redemption unless, after surrender of the Definitive Note, payment of principal or premium (if any) is improperly withheld or refused. In such event interest will continue to accrue at such rate (both before and after judgment) until whichever is the earlier of: (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant holder; and (b) the day seven days after the Trustee or the Principal Paying Agent has notified Noteholders of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions). If interest is required to be calculated for a period of less than six months, it will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

All interest payable on the Notes shall be subject to applicable laws in India, including but not limited to the all in cost ceilings applicable pursuant to the ECB Regulations.

6 REDEMPTION AND PURCHASE

6.1 Final Redemption

Unless previously redeemed, or purchased and canceled, the Notes will be redeemed at their principal amount on April 5, 2027 ("**Maturity Date**"). The Notes may not be redeemed at the option of the Company other than in accordance with this Condition 6 (*Redemption and Purchase*).

6.2 Redemption for taxation reasons

The Notes may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their principal amount, (together with interest accrued up to, but excluding, the date fixed for redemption), if: (a) the Company has or will become obliged to pay Additional Amounts (as defined in Condition 8 (*Taxation*)) as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of any Relevant Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the official application or interpretation of such laws or regulations, which, in the case of the Company, becomes effective on or after the Issue Date or, in the case of any Surviving Person (as defined in Condition 4.5 (*Consolidation, Merger and Sale of Assets*)), becomes effective on or after the date such Surviving Person assumes responsibility under the Notes; and (b) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition 6.2 (*Redemption for taxation reasons*), the Company shall deliver to the Trustee an Officers' Certificate stating that the obligation referred to in (a) above cannot be avoided by the Company taking reasonable measures available to it and the Company is entitled to effect such redemption, setting forth a statement of facts showing that the conditions precedent to the right of the Company to so redeem have occurred and an Opinion of Counsel of recognized standing to the effect that the Company has or will become obliged to pay such Additional Amounts as a result of such change or amendment. The Trustee shall be entitled to accept and rely upon such certificate and opinion (without further investigation or enquiry) and it shall be conclusive and binding on the Noteholders.

6.3 Redemption for Change of Control Triggering Event

If a Change of Control Triggering Event (as defined below) occurs with respect to the Company, each Noteholder shall have the right (the "**Change of Control Redemption Right**"), at such Noteholder's option, to require the Company to redeem all of such Noteholder's Note(s) in whole, but not in part on the Change of Control Redemption Date (as defined below), at a price equal to the Change of Control Redemption Amount (as defined below). Neither the Trustee nor the Agents shall be required to take any steps to ascertain whether a Change of Control Triggering Event or any event which could lead to the occurrence of a Change of Control Triggering Event has occurred and they shall not be liable to any person for any failure to do so.

To exercise the Change of Control Redemption Right attaching to a Note on the occurrence of a Change of Control Triggering Event, the holder thereof must complete, sign and deposit at its own expense at any time from 9.30 am to 5.30 pm (local time in the place of deposit) on any Business Day at the specified office of any Paying Agent a notice (a "**Change of Control Redemption Notice**") in the form (for the time being current) obtainable from the specified office of any Paying Agent and surrender the Notes to be redeemed. Such Change of Control Redemption Notice may be given on the earlier of the date on which the relevant Noteholder becomes aware of the occurrence of the Change of Control Triggering Event and the date on which the Change of Control Notice (as detailed below) delivered by the Company under this Condition is received by such Noteholder. No Change of Control Redemption Notice may be given after 90 days from the date of the Change of Control Notice.

A Change of Control Redemption Notice, once delivered, shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Company to withdraw the Change of Control Redemption Notice and instead to give notice that the Note is immediately due and repayable under Condition 9 (*Events of Default*). The Company shall redeem the Notes (in whole but not in part) which form the subject of any Change of Control Redemption Notice which is not withdrawn on the Change of Control Redemption Date.

Not later than seven days after becoming aware of a Change of Control Triggering Event, the Company shall procure that notice (a "**Change of Control Notice**") regarding the Change of Control Triggering Event be delivered to the Trustee, the Agents and the Noteholders (in accordance with Condition 16 (*Notices*) stating:

(a) that Noteholders may require the Company to redeem their Notes under this Condition (*Redemption for Change of Control Triggering Event*);

(b) the date of such Change of Control Triggering Event and, briefly, the events causing such Change of Control Triggering Event;

(c) the names and addresses of all relevant Paying Agents;

(d) such other information relating to the Change of Control Triggering Event as any Noteholder may require; and

(e) that the Change of Control Redemption Notice once validly given, may not be withdrawn and the last day on which a Change of Control Redemption Notice may be given.

In this Condition 6.3 (*Redemption for Change of Control Triggering Event*):

(A) "**Change of Control**" means the occurrence of one or more of the following events:

(i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company to any Person, other than to the Promoters, the Promoter Group or to any Persons controlled by the Promoters or the Promoter Group;

(ii) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any Person or Persons, acting together, other than to the Promoters, the Promoter Group or to any Persons controlled by the Promoters or the Promoter Group;

(iii) the Promoters and the Promoter Group cease to be the beneficial owners, directly or indirectly, of at least 26.0 per cent. in the aggregate of the voting power of the Voting Stock of the Company, or any Person, other than the Promoters and the Promoter Group, becomes the beneficial owner, directly or indirectly, of a larger percentage of the voting power of such Voting Stock of the Company than the Promoters and the Promoter Group;

(iv) a Person or Persons, acting together, other than the Promoters and the Promoter Group, acquire Control, directly or indirectly, of the Company; or

(v) the adoption of a plan relating to the liquidation or dissolution of the Company.

(B) "**Change of Control Redemption Amount**" means an amount equal to 101.0 per cent. of the principal amount of the Notes redeemed plus accrued and unpaid interest, if any, to and including the Change of Control Redemption Date.

(C) "**Change of Control Redemption Date**" means the date specified in the Change of Control Redemption Notice, such date being not less than 30 nor more than 60 days after the date of the Change of Control Redemption Notice.

(D) "**Change of Control Triggering Event**" means the occurrence of a Change of Control; provided, however, that if the Change of Control is an event described in clauses (i), (ii) and (iii) of the definition thereof, it shall not constitute a Change of Control Triggering Event unless and until a Ratings Decline also shall have occurred.

(E) "**Control**" means the right to appoint and/or remove all or the majority of the members of the Company's Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Stock, contract or otherwise, and "controlled" shall be construed accordingly.

(F) "**Promoter**" means a promoter of the Company, named as a "promoter" under the Companies Act, 2013, as amended and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and recognized and named as a "promoter" in the filing made with the Indian stock exchange for the quarter ended June 30, 2021.

(G) "**Promoter Group**" means the promoter group of the Company recognized and named as a "promoter group" in the filing made with the Indian stock exchange for the quarter ended June 30, 2021 and as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

6.4 Optional redemption

At any time and from time to time on or after October 5, 2026, the Company may at its option redeem the Notes, in whole or in part, at a redemption price equal to 100 per cent. of the principal amount of the Notes, plus accrued and unpaid interest, if any, to (but not including) the applicable redemption date. The Company shall give not less than 30 days' nor more than 60 days' notice of any redemption to the holders, the Principal Paying Agent and the Trustee.

Any optional redemption of Notes and notice of redemption under this Condition 6.4 may, at the Company's discretion, be subject to the satisfaction (or waiver by the Company in its sole discretion) of one or more conditions precedent. If any such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice may state that, in the Company's sole discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded if any or all such conditions shall not be satisfied by the redemption date, or by the redemption date so delayed.

6.5 Notice of redemption

All Notes in respect of which any notice of redemption is given under this Condition 6 (*Redemption and Purchase*) shall be redeemed on the date specified in such notice in accordance with this Condition 6 (*Redemption and Purchase*). Neither the Trustee nor the Agents shall be responsible for calculating or verifying any calculations of any amounts payable under this Condition 6 (*Redemption and Purchase*). If less than all of the Notes are to be redeemed at any time, the Trustee or Registrar will select Notes for redemption as follows: (1) if the Notes are listed on any securities exchange and/or are held through a clearing system, in compliance with the requirements of the principal securities exchange on which the Notes are listed and/or the requirements of the clearing system; or (2) if the Notes are not listed on any securities exchange, on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and reasonable in the circumstances.

No Note of U.S.$200,000 in principal amount or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount to be redeemed. A new Note in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note. On and after the redemption date, interest will cease to accrue on Notes or portions of them called for redemption.

6.6 Purchase

The Company (and any Subsidiary of the Company) may at any time purchase Notes in the open market or otherwise in any amount and at any price and such Notes shall be surrendered to any Paying Agent for cancellation subject to applicable law. Without limiting the ability of the Company and any Subsidiary of the Company to conduct open market purchases, any purchase that the Company or any Subsidiary of the Company elects to make by tender shall be made available to all Noteholders alike, except where it is not possible to do so in order to qualify for exemptions from any offering restrictions imposed by any jurisdiction in accordance with applicable law. Notes purchased and held prior to cancellation by the Company or any such Subsidiary shall not be deemed to be "outstanding" for purposes of any meeting of holders of Notes or other action to be voted upon, or taken, by holders of Notes.

6.7 Cancellation

All Notes redeemed or purchased in accordance with this Condition 6 (*Redemption and Purchase*) shall be canceled and may not be re-issued or resold except in accordance with applicable law.

Early redemption of the Notes under Conditions 6.2, 6.3 or 6.4 may require a prior approval from the RBI or approval of the AD Bank, as the case may be, in accordance with the ECB Regulations, before effecting such a redemption prior to the Maturity Date and such approval may not be forthcoming.

7 PAYMENTS

7.1 Method of Payment

Payments of principal and premium (if any) in respect of each Note will be made by transfer to a U.S. dollar account maintained by the payee. Payments of principal will be made conditional upon surrender of the relevant Definitive Note at the specified office of any of the Paying Agents. Interest on Notes will be paid to the Persons shown on the Register at the close of business on the fifteenth day before the due date for the payment of interest (the "**Record Date**").

So long as the Notes are represented by one or more Global Certificates held on behalf of DTC, such payments will be made to the holder of record appearing in the register of holders of the Notes maintained by the Registrar at the close of the business day (being for this purpose a day on which DTC is open for business) before the relevant due date.

7.2 Payment Initiation

Payment instructions (for value on the due date or, if that is not a Business Day, for value the first following day which is a Business Day) will be initiated on the due date for payment (or, if that date is not a Business Day, on the first following day which is a Business Day), or, in the case of payments of principal and premium (if any) where the relevant Definitive Note has not been surrendered at the specified office of any Transfer Agent or of the Registrar, on the first Business Day on which the Principal Paying Agent is open for business and on or following which the relevant Definitive Note is surrendered. For the purposes of these Conditions, "**Business Day**" means a day, other than a Saturday or a Sunday or a public holiday, on which commercial banks in London, Singapore, The City of New York, Hong Kong and Mumbai, and in the case of a surrender of a Definitive Note, in the place the Definitive Note is surrendered, are open for business or not authorized to close.

7.3 Delay in Payment

Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due as a result of the due date not being a Business Day, if the Noteholder is late in surrendering its Definitive Note (if required to do so).

7.4 Payment not Made in Full

If the amount of principal and/or premium (if any) being paid upon surrender of the relevant Definitive Note is less than the outstanding principal amount of, or premium due on, such Definitive Note, the Registrar will annotate the Register with the amount of principal and/or premium (if any) so paid and will (if so requested by the Company or a Noteholder) issue a new Definitive Note with a principal amount equal to the remaining unpaid outstanding principal amount and/or premium (if any). If the amount of interest being paid is less than the amount then due, the Registrar will annotate the Register with the amount of interest so paid.

7.5 Agents

The initial Agents and their initial specified offices are listed below. The Company reserves the right at any time to vary or terminate the appointment of any Agent and appoint additional or other Agents, provided that it will maintain: (i) a Principal Paying Agent; (ii) a Registrar; (iii) a Transfer Agent; and such other agents as may be required by any stock exchange on which the Notes may be listed. Notice of any change in the Agents or their specified offices will promptly be given by the Company to the Trustee and the Noteholders.

7.6 Agency Role

In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Company and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

8 TAXATION

All payments of principal, premium (if any) and interest in respect of the Notes will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within (i) India or any jurisdiction of which the Company is otherwise considered by a taxing authority to be a resident for tax purposes or any political organization or governmental authority thereof or therein having the power to tax or (ii) any jurisdiction from or through which the Company or any person on behalf of the Company makes a payment on the Notes, or any political organization or governmental authority thereof or therein having the power to tax (each jurisdiction described in (i) or (ii) above a "**Relevant Jurisdiction**"), unless such withholding or deduction is required by law. In that event the Company shall pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders of such amounts as would have been receivable by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable in respect of any Note:

(a) to a holder (or to a third party on behalf of a holder) who is liable for such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Note, the receipt of payments with respect to the Note or the enforcement of its rights under the Trust Deed;

(b) presented for payment in the Relevant Jurisdiction (if presentment is required) more than 30 days after the Relevant Date;

(c) in respect of any estate, inheritance, gift, value-added, sales, use, excise, transfer, personal property or similar taxes, duties, assessments or other governmental charges;

(d) in respect of any tax, assessment or other government charge payable other than by withholding or deduction;

(e) in respect of any payment to a holder of a Note that is a fiduciary or partnership or any Person other than the sole beneficial owner of such payment or Note, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment or Note would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual holder of such Note;

(f) to the extent a holder is liable for such taxes, duties, assessments or governmental charges because of the holder's failure to comply with any reasonable certification, identification or other reporting requirements concerning its nationality, residence, identity or connection with a Relevant Jurisdiction if (1) compliance is required by applicable law (including treaties), regulation or administrative practice as a precondition to exemption from all or a part of such taxes, duties, assessments or governmental charges and (2) the holder is able to comply with those requirements without undue hardship; or

(g) in the case of any combination of items (a) to (f) above.

Notwithstanding any other provision of the Terms and Conditions of the Notes, any amounts to be paid on the Notes by or on behalf of the Company will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Company nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

For purposes of these Conditions, "**Relevant Date**" means the date on which such payment first becomes due.

Any reference in these Conditions to principal, premium and/or interest shall be deemed to include any Additional Amounts which may be payable under this Condition 8 (*Taxation*) or any undertaking given in addition to or in substitution for it under the Trust Deed.

Any payments, including payments of withholding tax in foreign currency, made by the Company are required to be within the all-in-cost ceilings prescribed under the ECB Regulations and in accordance with any specific approvals from the RBI or the AD Bank, as the case may be, obtained by the Company.

9 EVENTS OF DEFAULT

If any of the following events (each an "**Event of Default**") occurs and is continuing the Trustee at its discretion may, and if so requested in writing by holders of at least 25.0 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, subject in each case to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction, give notice to the Company that the Notes are, and they shall immediately become, due and payable at their principal amount together with accrued interest:

(a) **Non-Payment**: the Company fails to pay any principal, premium (if any) or interest in respect of any of the Notes on the date when due and such failure continues for a period of seven business days in the case of principal or 30 calendar days in the case of interest;

(b) **Breach of Other Obligations**: the Company does not perform or comply with one or more of its obligations under these Conditions or the Trust Deed (other than its obligations referred to in paragraph (a) above) which default is incapable of remedy or, if such default is capable of remedy, is not remedied within 30 calendar days after notice of such default shall have been given to the Company by the Trustee;

(c) **Cross-acceleration**:

(i) the acceleration of any present or future Indebtedness of the Company prior to its stated maturity by reason of any event of default or potential event of default (however described), which acceleration is not rescinded or waived;

(ii) the Company fails to make any payment in respect of any Indebtedness on the due date for payment as extended by any originally applicable grace period;

(iii) any security given by the Company for any Indebtedness becomes enforceable; or

(iv) default is made by the Company in making any payment due under any guarantee and/or indemnity given by it in relation to Indebtedness of any other person;

provided that the aggregate amount of Indebtedness in respect of which one or more of the events referred to in this Condition 9(c) (*Cross-acceleration*) have occurred exceeds U.S.$25.0 million (or the Dollar Equivalent thereof);

(d) **Winding-up**: If any order is made by any competent court or resolution is passed for the winding up or dissolution of the Company, save for the purposes of reorganization on terms approved by an Extraordinary Resolution of the Noteholders;

(e) **Cessation of business**: The Company shall cease or threaten to cease to carry on the whole or a substantial part of the business conducted by the Company at the date of the issue of the Notes, save for the purpose of any reorganization on terms approved by an Extraordinary Resolution of Noteholders;

(f) **Insolvency**: The Company stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is adjudicated bankrupt or insolvent, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is found bankrupt or insolvent;

(g) **Liquidation and insolvency proceedings**: If (i) proceedings are initiated against the Company under any applicable liquidation, insolvency, composition, reorganization or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Company or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them, and (ii) in any such case (other than the appointment of an administrator) unless initiated by the relevant company is not discharged or stayed within 60 days;

(h) **Creditors Arrangement**: The Company (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganization or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors);

(i) **Nationalization**: Any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalization of all or a material part of the assets of the Company;

(j) **Illegality**: (i) It is or will become unlawful for the Company to perform or comply with any one or more of its obligations under any of the Notes or the Trust Deed; (ii) the obligations under the Notes or the Trust Deed shall for any reason cease to be binding upon and enforceable against the Company in accordance with its terms, or the binding effect or enforceability thereof shall be contested by the Company; or (iii) the Company shall deny that it has any further liability or obligation under the Notes or the Trust Deed; or

(k) **Analogous Events**: Any event which under the governing laws of the applicable jurisdictions of the Company has an analogous effect to any of the events referred to in Conditions 9(d) (*Winding-up*) to 9(i) (*Nationalization*) above occurs.

Early redemption upon the occurrence of any Event of Default may require prior approval from the RBI or the AD Bank, as the case may be, in accordance with the ECB Regulations, before effecting such a redemption prior to the Maturity Date and such approval may not be forthcoming.

10 PRESCRIPTION

Claims in respect of principal and interest shall be prescribed unless made within a period of ten years in the case of principal (including any premium in respect thereof) and five years in the case of interest from the appropriate Relevant Date.

11 REPLACEMENT OF DEFINITIVE NOTES

If any Definitive Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Transfer Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Company may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Definitive Notes must be surrendered before replacements will be issued.

12 MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

12.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Company or by the Trustee and shall be convened by the Trustee upon a request in writing of the Noteholders holding not less than 10.0 per cent. in principal amount of the Notes for the time being outstanding, subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction. The quorum for any meeting to consider an Extraordinary Resolution will be two or more Persons holding or representing more than half in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more Persons holding Notes or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*: (i) to modify the maturity of the Notes or the dates on which interest is payable in respect of the Notes; (ii) to reduce or cancel the principal amount of, any premium payable in respect of, or interest on, the Notes; (iii) to change the currency of payment of the Notes; (iv) to change any obligation of the Company to pay Additional Amounts with respect to the Notes; (v) to reduce the premium payable upon the redemption or repurchase of any Note or change the time at which any Note may be redeemed or required to be repurchased under Condition 6 (*Redemption and Purchase*) whether through an amendment or waiver of provisions in the covenants, definitions or otherwise; or (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more Persons holding or representing not less than two thirds, or at any adjourned meeting not less than 25.0 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Noteholders (whether or not they were present or represented at the meeting at which such resolution was passed).

An "**Extraordinary Resolution**" is defined in the Trust Deed to mean a resolution passed at a duly convened meeting of Noteholders by a majority of at least two thirds of the Notes represented at such meeting. A written resolution of holders of not less than 75.0 per cent. in principal amount of the Notes for the time being outstanding shall take effect as an Extraordinary Resolution for all purposes.

12.2 Modification and Waiver

The Trustee may agree, without the consent of the Noteholders, to any modification of (except as mentioned in Condition 12.1 (*Meetings of Noteholders*) above), or to the waiver or authorization of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Default or Event of Default shall not be treated as such (provided that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders) or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error or an error which is, in the opinion of the Trustee, proven. Any such modification, authorization or waiver shall be binding on the Noteholders and, unless Trustee otherwise agrees, such modification authorization or waiver shall be notified to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

12.3 Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to compliance with the terms of the Trust Deed, but without the consent of the Noteholders, to the substitution of the Company's successor in business or any Subsidiary of the Company or its successor in business in place of the Company or any previous substituted company, as principal debtor under the Trust Deed and the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, subject to the provisions of the Trust Deed, to a change of the law governing the Notes and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

12.4 Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 12 (*Meetings of Noteholders, Modification, Waiver and Substitution*) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Company or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

13 ENFORCEMENT

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such actions, steps or proceedings against the Company as it may think fit to enforce the terms of the Trust Deed and the Notes, but it shall not be required to take any such proceedings unless: (i) it has been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least 25.0 per cent. in principal amount of the Notes then outstanding; and (ii) it has been indemnified and/or secured and/or pre-funded to its satisfaction. No Noteholder may institute proceedings directly against the Company unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

14 INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trust Deed provides that the Trustee shall take action on behalf of the Noteholders in certain circumstances but only if it is indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee and its parent, subsidiaries and affiliates are entitled to enter into business transactions with the Company and/or any entity related to the Company without accounting for any profit.

Repatriation of proceeds outside India by the Company under an indemnity clause requires the prior approval of the RBI, in accordance with the extant applicable laws and regulations of India, including the rules and regulations framed under the Foreign Exchange Management Act, 1999, as amended.

15 FURTHER ISSUES

The Company may from time to time, without the consent of the Noteholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for any one or more of the first payment of interest, the issue date, the first interest payment date and, to the extent necessary, certain temporary securities law transfer restrictions) so as to form a single series with the Notes; provided, however, that if any such further notes are not fungible with the Notes for U.S. federal income tax purposes, such further notes will have a separate CUSIP and other identifying number from those of the Notes.

References in these Conditions to the Notes include (unless the context requires otherwise) any other notes issued pursuant to this Condition 15 (*Further Issues*) and forming a single series with the Notes.

16 NOTICES

Notices to the Noteholders will be sent to them at their respective addresses in the Register. The Company shall also ensure that notices are duly published in a manner that complies with the rules and regulations of any stock exchange of other relevant authority on which the Notes are for the time being listed.

Any such notice shall be deemed to have been given on the later of the date of such publication and the fourth day after being so sent.

So long as the Notes are represented by one or more Global Certificates held on behalf of DTC, notices to Noteholders may be given by delivery of the relevant notice to DTC for communication by it to entitled account holders in substitution for notification as required by these Conditions.

17 CURRENCY INDEMNITY

U.S. dollars are the sole currency of account and payment for all sums payable by the Company under or in connection with the Notes, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Company or otherwise) by the Trustee or any Noteholder in respect of any sum expressed to be due to it from the Company shall only constitute a discharge to the Company to the extent of the U.S. dollars which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under any Note, the Company shall indemnify it against any loss sustained by it as a result. In any event, the Company shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition 17 (*Currency Indemnity*), it will be sufficient for the Trustee or the Noteholder to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Company's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Trustee or any Noteholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order. If the U.S. dollars amount that may be purchased exceeds that the amount so received or recovered in that other currency, any excess shall as soon as practicable be repaid to the Company.

18 GOVERNING LAW

18.1 Governing Law

The Trust Deed and the Notes, and all non-contractual obligations arising out of or in connection with the Trust Deed or the Notes, are governed by and shall be construed in accordance with English law.

18.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed and the Notes (including without limitation a dispute regarding any non-contractual obligations arising out of or in connection with the Trust Deed or the Notes) and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed and the Notes ("**Proceedings**") may be brought in such courts. The Company has in the Trust Deed irrevocably submitted to the jurisdiction of the English courts in connection with any such Proceedings and waived any objections to Proceedings in such courts on the grounds of venue or that they have been brought in an inconvenient forum. The Company makes this submission solely for the benefit of the Trustee and the Noteholders and shall not limit the right of the Trustee or any Noteholder to initiate Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

18.3 Agent for Service of Process

The Company has in the Trust Deed appointed an agent to receive service of process in any Proceedings in England. If for any reason the Company does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Trustee of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

18.4 Waiver of Immunity

The Company irrevocably agrees that, should any Proceedings be taken anywhere (whether for an injunction, specific performance, damages or otherwise), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from those Proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or on its behalf or with respect to its assets, any such immunity being irrevocably waived. The Company irrevocably agrees that it and its assets are, and shall be, subject to such Proceedings, attachment or execution in respect of its obligations under the Trust Deed or the Notes.

TERMS AND CONDITIONS OF THE SERIES 2 NOTES

*The following (subject to completion and amendment) will be the text of the Terms and Conditions (the "**Conditions**") of the Notes, which will be attached to the global Notes and will appear on the reverse of any Definitive Notes (as defined below). Except as described under "The Global Notes", Definitive Notes will not be issued in exchange for the global Notes. See "The Global Notes" for a summary of the registration, payment, transfer and other procedures that apply when the Notes are in global form.*

*The issuance of the Notes will be as per applicable laws, including but not limited to, the Foreign Exchange Management Act, 1999, the Foreign Exchange Management (Borrowing and Lending) Regulations, 2018 and circulars and notifications issued thereunder by the Reserve Bank of India ("**RBI**"), from time to time including the Master Direction on External Commercial Borrowings, Trade Credits and Structured Obligations dated 26 March 2019, as amended from time to time and any other applicable regulations, notifications, circulars or guidelines issued in respect of external commercial borrowings (collectively, the "**ECB Regulations**").*

The U.S.$500,000,000 5.05 per cent. notes due 2032 (the "**Notes**", which expressions shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 15 (*Further Issues*) and forming a single series with the Notes) issued by JSW Steel Limited (the "**Company**") are constituted by a Trust Deed dated the date of issuance of the Notes (as may be amended from time to time, the "**Trust Deed**") between the Company and DB Trustees (Hong Kong) Limited (the "**Trustee**," which expression shall include all Persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined in Condition 1 (*Form, Denomination and Title*)). These Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Definitive Notes (as defined below). Copies of the Trust Deed and of the Agency Agreement dated the date of issuance of the Notes (as may be amended from time to time, the "**Agency Agreement**") relating to the Notes between the Company, the Trustee and the Agents (as defined below), are available for inspection during usual business hours at the principal office of the Trustee (presently at Level 60, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong) and at the specified offices of Deutsche Bank Trust Company Americas as the principal paying agent located at 60 Wall Street, 16th Floor, MS NYC60-1630, New York, NY, 10005, United States of America (the "**Principal Paying Agent**" and, together with any other paying agent appointed under the Agency Agreement, the "**Paying Agents**"), the registrar (the "**Registrar**") and the transfer agents (the "**Transfer Agents**" and collectively with the Paying Agents and the Registrar being referred to as the "**Agents**"). The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Trust Deed and the provisions of the Agency Agreement applicable to them. Certain terms used herein are defined in Condition 4.9 (*Definitions*). Capitalized terms that are not defined in these Conditions will have the meanings given to them in the Trust Deed.

*The owners shown in the records of The Depository Trust Company ("**DTC**") of book-entry interests in Notes are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.*

1 FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

The Notes are in registered form in amounts of U.S.$200,000 each and higher integral multiples of U.S.$1,000 (each an "**authorized denomination**"). A definitive certificate (each a "**Definitive Note**") will be issued to each Noteholder in respect of its registered holding or holdings of Notes. Each Definitive Note will be numbered serially with an identifying number, which will be recorded in the register (the "**Register**"), which the Company shall procure to be kept by the Registrar at its specified office. Save as provided in Condition 2.1 (*Transfer, Issue and Delivery*), each Definitive Note shall represent the entire holding of the Notes by the same Noteholder.

1.2 Title

Title to the Notes passes only by and upon registration in the Register. In these Conditions, "**Noteholder**" and "**holder**" means the Person in whose name a Note is registered in the Register. The holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or theft or loss of, the Definitive Note issued in respect of it) and no Person will be liable for so treating the holder. No Person shall have any right to enforce any term or condition of the Notes or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

2 TRANSFERS OF NOTES AND ISSUE OF DEFINITIVE NOTES

2.1 Transfer, Issue and Delivery

A Note may be transferred in whole or in part in an authorized denomination upon the surrender of the Definitive Note issued in respect of that Note, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent. In the case of a transfer of part only of a Note, a new Definitive Note in respect of the balance not transferred will be issued to the transferor within five Business Days (as defined in Condition 7.2 (*Payment Initiation*) hereof) of receipt of such form of transfer and sent by uninsured mail at the risk of the holder (but free of charge to the holder and at the expense of the Company) to the address of the holder appearing in the Register. In the case of a transfer of Notes to a person who is already a Noteholder, a new Definitive Certificate representing the enlarged holding shall only be issued against surrender of the Definitive Note representing the existing holding. Each new Definitive Note to be issued upon a transfer of Notes will, within five Business Days of receipt of such form of transfer, be sent by uninsured mail at the risk of the holder entitled to the Note in respect of which the relevant Definitive Note is issued to such address as may be specified in such form of transfer. Notes may be transferred in accordance with this Condition 2 (*Transfers of Notes and Issue of Definitive Notes*) and the Agency Agreement but not otherwise exchanged. No transfer of a Note shall be valid unless and until entered into the Register.

2.2 Formalities Free of Charge

Registration of transfer of Notes will be effected without charge by or on behalf of the Company, the Registrar or any Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require) in respect of any tax or other governmental charges which may be imposed in relation to it.

2.3 Closed Periods

No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 days ending on the due date for any payment of principal and premium (if any) and/or interest on that Note or (ii) during the period of seven days ending on (and including) any Record Date (as defined in Condition 7 (*Payments*)).

2.4 Regulations Concerning Transfer and Registration

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning the transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Company with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon prior written request and satisfactory proof of holding.

3 STATUS

The Notes constitute (subject to Condition 4.2 (*Negative Pledge*)) direct, general, unsecured and unsubordinated obligations of the Company and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Company under the Notes shall at all times rank at least *pari passu* with all of its other present and future outstanding unsecured and unsubordinated obligations but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

4 COVENANTS

4.1 Limitation on Indebtedness

So long as any Note remains outstanding (as defined in the Trust Deed), the Company will not Incur (as defined in Condition 4.9 (*Definitions*)), directly or indirectly, any Indebtedness unless, after giving effect to the application of the proceeds thereof:

(a) no Default would occur as a consequence of such Incurrence or be continuing following such Incurrence; and

(b) the Indebtedness to Tangible Net Worth ratio for the Company's most recently ended annual period for which unconsolidated financial statements of the Company are available immediately preceding the date on which such Indebtedness is incurred shall not be greater than 3.0:1.0;

provided that this Condition 4.1 (*Limitation on Indebtedness*) shall not apply to:

(i) Indebtedness of the Company evidenced by the Notes existing as at the Issue Date;

(ii) Indebtedness of the Company existing as at the Issue Date and refinancing thereof;

(iii) Indebtedness of the Company issued in exchange for, or the net proceeds of which are used to refinance, replace, exchange, renew, repay, defease, discharge or extend then outstanding Indebtedness permitted to be Incurred under this Condition 4.1 (*Limitation on Indebtedness*);

(iv) Indebtedness Incurred by the Company pursuant to hedging obligations entered into solely to protect the Company from fluctuations in interest rates, foreign currency exchange rates or commodity prices and not for speculation; or

(v) Indebtedness of the Company constituting reimbursement obligations with respect to letters of credit, trade guarantees, bank guarantees or bankers' acceptances issued in the ordinary course of business to the extent that such letters of credit, guarantees or bankers' acceptances are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the 60 days following receipt by the Company of a demand for reimbursement.

For the avoidance of doubt, the Indebtedness to Tangible Net Worth ratio shall be calculated and interpreted on the basis of unconsolidated financial statements of the Company.

4.2 Negative Pledge

So long as any Note remains outstanding, the Company will not create or permit to subsist any Security (as defined in Condition 4.9 (*Definitions*)), upon the whole or any part of its property or assets, present or future, to secure any External Obligations (as defined in Condition 4.9 (*Definitions*)), unless the Company, in the case of the creation of the Security, at the same time or prior thereto takes any and all action necessary to ensure that:

(a) all amounts payable by it under the Notes and the Trust Deed are secured by the Security equally and rateably with the External Obligations to the satisfaction of the Trustee; or

(b) such other Security or other arrangement (whether or not it includes the giving of Security) is provided as is approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

*The creation of Security over any Indian assets under Condition 4.2 shall require prior approval of the authorized dealer bank (“**AD Bank**”), as the case may be, in accordance with the ECB Regulations.*

4.3 Limitation on Asset Sales

So long as any of the Notes remains outstanding, the Company will apply any Net Cash Proceeds from an Asset Sale to:

(a) permanently repay unsubordinated Indebtedness; or

(b) acquire properties and assets (other than current assets) that will be directly owned and used by the Company in Permitted Businesses; or

(c) invest in Subsidiaries of the Company involved in Permitted Businesses; provided that the amount of such investment, individually or when aggregated with all other investments in such Subsidiaries made with the Net Cash Proceeds from any Asset Sales in the twelve month period immediately prior to such investment, does not exceed 3.0 per cent. of the Fixed Assets of the Company on the immediately preceding balance sheet date (as stated in the Company’s most recent annual unconsolidated financial statements); or

(d) pay dividends, provided that, the Company shall not pay any such dividend in respect of or otherwise distribute such Net Cash Proceeds to its shareholders if such dividend or distribution, individually or when aggregated with all other dividends or distributions paid with the Net Cash Proceeds from any Asset Sales in the twelve month period immediately prior to the date of the declaration of such dividend or distribution, exceeds U.S.$150.0 million or its equivalent in other currencies.

The Company will not, directly or indirectly, consummate an Asset Sale unless the Company receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as at the date of the definitive agreement with respect to the Asset Sale (including as to the value of all non-cash consideration, such non-cash consideration shall, for the avoidance of doubt, not be subject to the restrictions under this Condition 4.3 (*Limitation on Asset Sales*)) of the Fixed Assets sold or otherwise disposed of.

Pending application of Net Cash Proceeds as set out above, such Net Cash Proceeds may be placed in cash deposits or invested in short term money market instruments.

4.4 Suspension of Covenants

If, on any date following the date of the Trust Deed, the Notes are rated Investment Grade from both of the Rating Agencies and no Default or Event of Default has occurred and is continuing (a “Suspension Event”), then, beginning on that day and continuing until such time, if any, (i) at which the Notes cease to be rated Investment Grade from either of the Rating Agencies or (ii) an Event of Default occurs and is continuing, the following Conditions will not apply to the Notes:

(a) Condition 4.1 (*Limitation on Indebtedness*); and

(b) Condition 4.3 (*Limitation on Asset Sales*).

The covenants under the Conditions listed in this Condition 4.4 (*Suspension of Covenants*) will be reinstituted and apply according to their terms as at and from the first day on which a Suspension Event ceases to be in effect. Such covenants will not, however, be of any effect with regard to actions of the

Company properly taken in compliance with the provisions of the Trust Deed during the continuance of the Suspension Event, and no Default will be deemed to have occurred as a result of a failure to comply with such covenants during such period.

4.5 Consolidation, Merger and Sale of Assets

The Company will not consolidate with, merge with or into, another Person, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets (as an entirety or substantially an entirety in one transaction or series of related transactions) to any Person, unless:

(i) the Company shall be the continuing Person, or the Person (if other than it) formed by such consolidation or merger or that acquired or leased such property and assets (the "**Surviving Person**") shall be a corporation incorporated and validly existing under the laws of India or any jurisdiction thereof and shall expressly assume, by a supplemental trust deed to the Trust Deed, executed and delivered to the Trustee, all the obligations of the Company under the Trust Deed and the Notes and the Trust Deed and the Notes shall remain in full force and effect;

(ii) immediately after giving effect to such transaction on a pro forma basis (and treating any Indebtedness which becomes an obligation of the Company or the Surviving Person as having been Incurred at the time of such transaction), no Default shall have occurred and be continuing;

(iii) immediately after giving effect to such transaction on a pro forma basis, the Company or the Surviving Person, as the case may be, shall have a Tangible Net Worth equal to or greater than the Tangible Net Worth of the Company immediately prior to such transaction;

(iv) immediately after giving effect to such transaction on a pro forma basis, the Company could Incur at least U.S.$1.00 of Indebtedness under Condition 4.1 (*Limitation on Indebtedness*);

(v) the Company delivers to the Trustee (x) an Officers' Certificate (attaching the arithmetic computations to demonstrate compliance with Condition 4.5(iii) and 4.5(iv), and (y) an Opinion of Counsel, in each case stating that such consolidation, merger or transfer and such supplemental trust deed complies with this provision and that all conditions precedent provided for herein relating to such transaction have been complied with; and

(vi) no Rating Decline shall have occurred.

For the avoidance of doubt, this Condition shall not apply to a consolidation or merger of any Subsidiary or joint venture with and into the Company, so long as the Company survives such consolidation or merger.

4.6 Reporting

So long as any of the Notes remain outstanding, the Company will deliver to the Trustee, as soon as practicable but in any event not more than 10 calendar days after they are filed with the National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**") or any other recognized exchange on which the Company's Capital Stock is at any time listed for trading, true and correct copies of any financial or other report in the English language filed with such exchange, unless such report has been made generally available on the website of the Company or such recognized stock exchange and not otherwise requested by the Trustee or the Noteholders; provided that if at any time the Capital Stock of the Company ceases to be listed for trading on a recognized exchange, the Company will deliver to the Trustee:

(a) as soon as practicable, but in any event within 90 calendar days after the end of the fiscal year of the Company, copies of its financial statements (on a consolidated basis and in the English language) that the Company would have filed with the NSE and BSE if the Capital Stock of the Company was listed for trading on such stock exchange in respect of such financial year audited by a member firm of an internationally recognized firm of independent accountants; and

(b) as soon as practicable, but in any event within 60 calendar days after the end of each of the first, second and third fiscal quarters of the Company, copies of its unaudited financial results (on a consolidated basis and in the English language) that the Company would have filed with the NSE and BSE if the Capital Stock of the Company was listed for trading on such stock exchange in respect of such quarterly period prepared on a basis consistent with the audited financial statements of the Company and reviewed by a member firm of an internationally recognized firm of independent accountants.

4.7 Reporting of CO_2 Emissions Intensity

For so long as any Notes remain outstanding, for each of the fiscal years ending from and including 31 March 2022 up to and including 31 March 2031, the Company will use commercially reasonable efforts to publish, for information purposes only, on its website or at its option, any other public platform, a performance report or other document (each such report or other document, a "**Sustainability Performance Report**") which has been reviewed/certified by an External Verifier, which shall include disclosure on the CO_2 Emissions Intensity for each such fiscal year as determined by the Company in accordance with these Conditions. Each Sustainability Performance Report will be published no later than August 31 post such fiscal year end.

4.8 Reporting of Sustainability Performance Target

The Company will publish on its website or at its option, any other public platform, on the Target Observation Date, a verified assurance certificate by the External Verifier (such certificate, the "**SPT Verification Assurance Certificate**"), which shall confirm whether the Company has achieved the Sustainability Performance Target as of the end of the relevant fiscal year preceding the Target Observation Date.

4.9 Definitions

Set forth below are defined terms used in these Conditions. Reference is made to the Trust Deed for other capitalized terms used in these Conditions for which no definition is provided.

"**Asset Sale**" means the sale, lease, conveyance or other disposition of any Fixed Assets by the Company. Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(a) any single transaction or series of related transactions that involves Fixed Assets having a Fair Market Value of less than U.S.$100.0 million;

(b) the sale, lease, conveyance or other disposition of any Fixed Assets in the ordinary course of business (including the abandonment, sale or other disposition of damaged, worn out or obsolete Fixed Assets that are, in the reasonable judgment of the Company, no longer economically practical to maintain or useful in the conduct of business of the Company);

(c) licenses, sub-licenses, subleases, assignments or other disposition by the Company of intellectual property in the ordinary course of business;

(d) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(e) the disposition of Fixed Assets in connection with the compromise, settlement thereof in the ordinary course of business (including by secured lenders of the Company through the enforcement of security) or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(f) the foreclosure, condemnation or any similar action with respect to Fixed Assets or a surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind related to Fixed Assets;

(g) any unwinding or termination of hedging obligations not for speculative purposes;

(h) the disposition of Fixed Assets which are seized, expropriated or compulsory purchased by or by the order of any central or local government authority;

(i) the disposition of Fixed Assets to another person whereby the Company leases such assets back from such person;

(j) operating leases of Fixed Assets; and

(k) a transaction covered by the covenant under Condition 4.5 (*Consolidation, Merger and Sale of Assets*).

"**Board of Directors**" means, with respect to any Person, such Person's board of directors elected or appointed by the general meeting of shareholders of such Person or any committee of such board duly authorized to take the action purported to be taken by such committee.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents (however designated, whether voting or non voting) in equity of such Person, whether outstanding on the Issue Date or issued thereafter, including, without limitation, all Common Stock and Preferred Stock, but excluding debt securities convertible into such equity.

"**CO_2 Emissions Intensity**" means the amount of carbon dioxide emitted (Scopes 1 and 2) calculated as tonnes of carbon dioxide per tonne of crude steel produced from the three integrated steel plants (JSW Steel Vijayanagar Works, JSW Steel Dolvi Works and JSW Steel Salem Works) of the Company in India, as determined in good faith by the Company and published in a Sustainability Performance Report in accordance with Condition 4.7 (*Reporting of CO_2 Emissions Intensity*).

"**Common Stock**" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock or ordinary shares, whether or not outstanding on the Issue Date, and include, without limitation, all series and classes of such common stock or ordinary shares.

"**Default**" means any event which is, or after the giving of notice, the making of a determination or the passage of time or any combination of the foregoing would be, an Event of Default.

"**Dollar Equivalent**" means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for the determination thereof, the amount of U.S. dollars, obtained by converting such foreign currency involved in such computation into U.S. dollars at the noon buying rate for U.S. dollars in New York City for cable transfers as certified for customs purposes by the Federal Reserve Bank of New York on the date of determination.

"**Event of Default**" has the meaning assigned thereto in Condition 9 (*Events of Default*).

"**External Obligations**" means bonds, debentures, notes or other similar securities of the Company which both: (a) are by their terms payable, or confer a right to receive payment, in, or by reference to, any currency other than Rupees, or which are denominated in Rupees and more than 50 per cent. of the aggregate principal amount thereof is initially distributed outside India by or with the authorization of the Company; and (b) are for the time being or are capable of being quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other similar securities market outside India.

"**External Verifier**" means any independent accounting or appraisal firm or other independent qualified provider of third-party assurance or attestation services appointed by the Company, in each case with the expertise necessary to perform the functions required to be performed by the External Verifier under these Conditions, as determined in good faith by the Company.

"**Fair Market Value**" means the price that would be paid in an arm's length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy.

"**Fitch**" means Fitch Inc., a subsidiary of Fimalac, S.A., and its successors.

"**Fixed Assets**" means assets classified as such in the Company's unconsolidated financial statements prepared in accordance with IND-AS.

"**guarantee**" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep well, to purchase assets, goods, securities or services, to take or pay, or to maintain financial statement conditions or otherwise) or (b) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term "guarantee" shall not include endorsements for collection or deposits in the ordinary course of business. The term "guarantee" used as a verb has a corresponding meaning.

"**Incur**" means, with respect to any Indebtedness, to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness; provided that the accretion of original issue discount, the accrual of interest, the accrual of dividends, the payment of interest in the form of additional Indebtedness and the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock (to the extent provided for when the Indebtedness or Preferred Stock on which such interest or dividend is paid was originally issued) shall not be considered an Incurrence of Indebtedness. The terms "Incurrence," "Incurred" and "Incurring" have meanings corresponding with the foregoing.

"**IND-AS**" means Indian Accounting Standards, prescribed under Section 133 of the Companies Act 2013 read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended.

"**Indebtedness**" means any indebtedness Incurred by the Company for or in respect of (without duplication):

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IND-AS, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction having the commercial effect of a borrowing and required by IND-AS to be shown as a borrowing in the balance sheet of the Company;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(h) shares which are expressed to be redeemable on or before the Maturity Date;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, other than any such instrument to the extent such instrument is not drawn upon; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"**Investment Grade**" means (i) a rating of "Aaa," or "Aa," "A" or "Baa," as modified by a "1," "2" or "3" indication, or an equivalent rating representing one of the four highest rating categories, by Moody's, or any of its successors or assigns, (ii) a rating of "AAA," "AA," "A" or "BBB," as modified by a "+" or "-" indication, or an equivalent rating representing one of the four highest Rating Categories, by Fitch or any of its successors or assigns or (iii) the equivalent ratings of any internationally recognized rating agency or agencies, as the case may be, which shall have been designated by the Company as having been substituted for Moody's or Fitch or any one or more of them, as the case may be.

"**Issue Date**" means the date on which the Notes (other than Notes issued further under Condition 15 (*Further Issues*) are originally issued under the Trust Deed.

"**Moody's**" means Moody's Investors Service and its affiliates, and any of their successors, as applicable.

"**Net Cash Proceeds**" with respect to any sale of any Fixed Assets of the Company, means the cash proceeds of such sale net of payments to repay Indebtedness or any other obligation outstanding at the time that either (a) is secured by a lien on such Fixed Assets or (b) is required to be paid as a result of such sale, legal fees, accountants' fees, agents' fees, discounts or commissions and brokerage, consultant fees and other fees actually incurred in connection with such sale and net of taxes paid or payable as a result thereof.

"**Offering Memorandum**" means the offering memorandum dated September 15, 2021 prepared in connection with the issue of the Notes, as amended or supplemented.

"**Officer**" means a director or any executive officer of the Company.

"**Officers' Certificate**" means a certificate signed by one Officer.

"**Opinion of Counsel**" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel, if so acceptable, may be an employee of or counsel to the Company or the Trustee. Each such Opinion of Counsel shall include:

(a) a statement that the person giving such opinion has read the covenant or condition to which such opinion relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such opinion are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such covenant or condition has been complied with.

"**Permitted Business**" means any business, service or activity conducted or proposed to be conducted (as described in the Offering Memorandum) by the Company and its Subsidiaries on the Issue Date and other businesses reasonably related, complementary or ancillary thereto.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof.

"**Rating Agencies**" means (a) Moody's and Fitch and (b) if Moody's or Fitch or any one or more of them shall not make a rating of the Notes publicly available, an internationally recognized securities rating agency or agencies, as the case may be, selected by the Company, which shall be substituted for Moody's or Fitch or any one or more of them, as the case may be.

"**Rating Category**" means (a) with respect to Moody's, any of the following categories: Ba, B, Caa, Ca, C and D (or equivalent successor categories), (b) with respect to Fitch, any of the following categories: "BB", "B", "CCC", "CC", "C", and "D" (or equivalent successor categories) and (c) the equivalent of any such category of Moody's or Fitch used by another Rating Agency. In determining whether the rating of the Notes has decreased by one or more gradations, gradations within Rating Categories ("+" and "-" for Fitch; 1, 2 and 3 for Moody's; or the equivalent gradations for another Rating Agency) shall be taken into account (e.g., with respect to Fitch, a decline in a rating from "BB+" to "BB," as well as from "BB" to "B+," will constitute a decrease of one gradation).

"**Rating Date**" means (1) in connection with a Change of Control Triggering Event under Condition 6.3 (*Redemption for Change of Control Triggering Event*), the date which is 90 days prior to the earlier of (x) a Change of Control and (y) the initial public notice of the occurrence of a Change of Control or of the intention by the Company or any other Person or Persons to effect a Change of Control or (2) in connection with actions contemplated under Condition 4.5 (*Consolidation, Merger and Sale of Assets*), that date which is 90 days prior to the earlier of (a) the occurrence of any such actions as set forth therein and (b) a public notice of the occurrence of any such actions.

"**Rating Decline**" means (1) in connection with a Change of Control Triggering Event under Condition 6.3 (*Redemption for Change of Control Triggering Event*), the occurrence on, or within six months after, the date, or public notice of the occurrence of, a Change of Control or the intention by the Company or any other Person or Persons to effect a Change of Control (which period shall be extended so long as the rating of the Notes, is under publicly announced consideration for possible downgrade by any of the Rating Agencies) of any of the events listed below, or (2) in connection with actions contemplated under Condition 4.5 (*Consolidation, Merger and Sale of Assets*), the notification by any of the Rating Agencies that such proposed actions will result in any of the events listed below:

(a) in the event the Notes are rated by one or more Rating Agencies on the Rating Date as Investment Grade, the rating of the Notes by any such Rating Agency shall be below Investment Grade;

(b) in the event the Notes are rated below Investment Grade by one or more Rating Agencies on the Rating Date, the rating of the Notes by any such Rating Agency shall be decreased by one or more gradations (including gradations within Rating Categories as well as between Rating Categories).

"**Security**" means a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any mortgage, pledge, retention of title arrangement, right of retention, and, in general, any right in rem, created for the purpose of granting security.

"**Subsidiary**" means, with respect to any Person, any corporation, association or other business entity of which more than 50.0 per cent. of the voting power of the outstanding Voting Stock is owned, directly or indirectly, by such Person and one or more other Subsidiaries of such Person.

"**Sustainability Performance Target**" means a CO_2 Emissions Intensity equal to or lower than 1.95 tonnes of carbon dioxide per tonne of crude steel produced.

"**Tangible Net Worth**" means the aggregate of the following based on the Company's unconsolidated financial statements (without duplication):

(a) the amount paid up or credited as paid up on the share capital of the Company;

(b) the amount standing to the credit of the reserves of the Company (including, without limitation, any share premium account, capital redemption reserve funds and any credit balance on the accumulated profit and loss account);

(c) if applicable, that part of the net results of operations and the net assets of any Subsidiary of the Company attributable to interests that are not owned, directly or indirectly, by the Company; and

(d) after deducting from that aggregate:

  (i) any debit balance on the profit and loss account or impairment of the issued share capital of the Company (except to the extent that deduction with respect to that debit balance or impairment has already been made);

  (ii) amounts set aside for dividends or taxation (including deferred taxation); and

  (iii) amounts attributable to capitalized items such as goodwill, trademarks, deferred charges, licenses, patents and other intangible assets.

"**Target Observation Date**" means a date not later than August 31, 2030.

"**Voting Stock**" means, with respect to any Person, Capital Stock of any class or kind ordinarily having the power to vote for the election of directors, managers or other voting members of the governing body of such Person.

5 INTEREST

5.1 Interest Rate and Interest Payment Dates

Each Note bears interest on their outstanding principal amount from (and including) September 23, 2021 to (but excluding) April 5, 2032 at the rate of 5.05 per cent. per annum, in each case payable semi-annually in arrear on April 5 and October 5 in each year (each an "**Interest Payment Date**"). The first payment of interest will be made on April 5, 2022 in respect of the period from (and including) the Issue Date to (but excluding) April 5, 2022. If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding Business Day. Each Note will cease to bear interest from the due date for redemption unless, after surrender of the Definitive Note, payment of principal or premium (if any) is improperly withheld or refused. In such event interest will continue to accrue at such rate (both before and after judgment) until whichever is the earlier of: (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant holder; and (b) the day seven days after the Trustee or the Principal Paying Agent has notified Noteholders of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions). If interest is required to be calculated for a period of less than six months, it will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

All interest payable on the Notes shall be subject to applicable laws in India, including but not limited to the all in cost ceilings applicable pursuant to the ECB Regulations.

5.2 Interest Rate Adjustment Upon Occurrence of Trigger Event

Upon the occurrence of a Trigger Event, the interest rate will increase by 0.375 per cent. per annum with effect from the most recent Interest Payment Date preceding the Trigger Event until the redemption of the Notes, provided that such increase in the interest rate pursuant to this Condition 5.2 may occur no more than once. If, following an increase in the interest rate after a Trigger Event, the Company achieves the Sustainability Performance Target after the Target Observation Date, there will be no decrease to the interest rate of the Notes and the interest rate of the Notes will remain unchanged.

Any increase in the interest rate pursuant to this Condition 5.2 shall be notified by the Company to the Noteholders (in accordance with Condition 16), the Trustee and the Principal Paying Agent in writing no later than five days following the issuance of the SPT Verification Assurance Certificate and in any case by August 31, 2030.

For the purposes of this Condition 5.2, "**Trigger Event**" will be deemed to occur if the Company does not achieve the Sustainability Performance Target on the Target Observation Date as determined by the External Verifier and confirmed in the SPT Verification Assurance Certificate.

6 REDEMPTION AND PURCHASE

6.1 Final Redemption

Unless previously redeemed, or purchased and canceled, the Notes will be redeemed at their principal amount on April 5, 2032 ("**Maturity Date**"). The Notes may not be redeemed at the option of the Company other than in accordance with this Condition 6 (*Redemption and Purchase*).

6.2 Redemption for taxation reasons

The Notes may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their principal amount, (together with interest accrued up to, but excluding, the date fixed for redemption), if: (a) the Company has or will become obliged to pay Additional Amounts (as defined in Condition 8 (*Taxation*)) as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of any Relevant Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the official application or interpretation of such laws or regulations, which, in the case of the Company, becomes effective on or after the Issue Date or, in the case of any Surviving Person (as defined in Condition 4.5 (*Consolidation, Merger and Sale of Assets*)), becomes effective on or after the date such Surviving Person assumes responsibility under the Notes; and (b) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition 6.2 (*Redemption for taxation reasons*), the Company shall deliver to the Trustee an Officers' Certificate stating that the obligation referred to in (a) above cannot be avoided by the Company taking reasonable measures available to it and the Company is entitled to effect such redemption, setting forth a statement of facts showing that the conditions precedent to the right of the Company to so redeem have occurred and an Opinion of Counsel of recognized standing to the effect that the Company has or will become obliged to pay such Additional Amounts as a result of such change or amendment. The Trustee shall be entitled to accept and rely upon such certificate and opinion (without further investigation or enquiry) and it shall be conclusive and binding on the Noteholders.

6.3 Redemption for Change of Control Triggering Event

If a Change of Control Triggering Event (as defined below) occurs with respect to the Company, each Noteholder shall have the right (the "**Change of Control Redemption Right**"), at such Noteholder's option, to require the Company to redeem all of such Noteholder's Note(s) in whole, but not in part on the Change of Control Redemption Date (as defined below), at a price equal to the Change of Control Redemption Amount (as defined below). Neither the Trustee nor the Agents shall be required to take any steps to ascertain whether a Change of Control Triggering Event or any event which could lead to the occurrence of a Change of Control Triggering Event has occurred and they shall not be liable to any person for any failure to do so.

To exercise the Change of Control Redemption Right attaching to a Note on the occurrence of a Change of Control Triggering Event, the holder thereof must complete, sign and deposit at its own expense at any time from 9.30 am to 5.30 pm (local time in the place of deposit) on any Business Day at the specified office of any Paying Agent a notice (a "**Change of Control Redemption Notice**") in the form (for the time being current) obtainable from the specified office of any Paying Agent and surrender the Notes to be redeemed. Such Change of Control Redemption Notice may be given on the earlier of the date on which the relevant Noteholder becomes aware of the occurrence of the Change of Control Triggering Event and the date on which the Change of Control Notice (as detailed below) delivered by the Company under this Condition is received by such Noteholder. No Change of Control Redemption Notice may be given after 90 days from the date of the Change of Control Notice.

A Change of Control Redemption Notice, once delivered, shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Company to withdraw the Change of Control Redemption Notice and instead to give notice that the Note is immediately due and repayable under Condition 9 (*Events of Default*). The Company shall redeem the Notes (in whole but not in part) which form the subject of any Change of Control Redemption Notice which is not withdrawn on the Change of Control Redemption Date.

Not later than seven days after becoming aware of a Change of Control Triggering Event, the Company shall procure that notice (a "**Change of Control Notice**") regarding the Change of Control Triggering Event be delivered to the Trustee, the Agents and the Noteholders (in accordance with Condition 16 (*Notices*) stating:

(a) that Noteholders may require the Company to redeem their Notes under this Condition (*Redemption for Change of Control Triggering Event*);

(b) the date of such Change of Control Triggering Event and, briefly, the events causing such Change of Control Triggering Event;

(c) the names and addresses of all relevant Paying Agents;

(d) such other information relating to the Change of Control Triggering Event as any Noteholder may require; and

(e) that the Change of Control Redemption Notice once validly given, may not be withdrawn and the last day on which a Change of Control Redemption Notice may be given.

In this Condition 6.3 (*Redemption for Change of Control Triggering Event*):

(A) "**Change of Control**" means the occurrence of one or more of the following events:

(i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company to any Person, other than to the Promoters, the Promoter Group or to any Persons controlled by the Promoters or the Promoter Group;

(ii) the Company consolidates with or merges into or sells or transfers all or substantially all of its assets to any Person or Persons, acting together, other than to the Promoters, the Promoter Group or to any Persons controlled by the Promoters or the Promoter Group;

(iii) the Promoters and the Promoter Group cease to be the beneficial owners, directly or indirectly, of at least 26.0 per cent. in the aggregate of the voting power of the Voting Stock of the Company, or any Person, other than the Promoters and the Promoter Group, becomes the beneficial owner, directly or indirectly, of a larger percentage of the voting power of such Voting Stock of the Company than the Promoters and the Promoter Group;

(iv) a Person or Persons, acting together, other than the Promoters and the Promoter Group, acquire Control, directly or indirectly, of the Company; or

(v) the adoption of a plan relating to the liquidation or dissolution of the Company.

(B) "**Change of Control Redemption Amount**" means an amount equal to 101.0 per cent. of the principal amount of the Notes redeemed plus accrued and unpaid interest, if any, to and including the Change of Control Redemption Date.

(C) "**Change of Control Redemption Date**" means the date specified in the Change of Control Redemption Notice, such date being not less than 30 nor more than 60 days after the date of the Change of Control Redemption Notice.

(D) "**Change of Control Triggering Event**" means the occurrence of a Change of Control; provided, however, that if the Change of Control is an event described in clauses (i), (ii) and (iii) of the definition thereof, it shall not constitute a Change of Control Triggering Event unless and until a Ratings Decline also shall have occurred.

(E) "**Control**" means the right to appoint and/or remove all or the majority of the members of the Company's Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Stock, contract or otherwise, and "controlled" shall be construed accordingly.

(F) "**Promoter**" means a promoter of the Company, named as a "promoter" under the Companies Act, 2013, as amended and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and recognized and named as a "promoter" in the filing made with the Indian stock exchange for the quarter ended June 30, 2021.

(G) "**Promoter Group**" means the promoter group of the Company recognized and named as a "promoter group" in the filing made with the Indian stock exchange for the quarter ended June 30, 2021 and as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

6.4 Optional redemption

At any time and from time to time on or after October 5, 2031, the Company may at its option redeem the Notes, in whole or in part, at a redemption price equal to 100 per cent. of the principal amount of the Notes, plus accrued and unpaid interest, if any, to (but not including) the applicable redemption date. The Company shall give not less than 30 days' nor more than 60 days' notice of any redemption to the holders, the Principal Paying Agent and the Trustee.

Any optional redemption of Notes and notice of redemption under this Condition 6.4 may, at the Company's discretion, be subject to the satisfaction (or waiver by the Company in its sole discretion) of one or more conditions precedent. If any such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice may state that, in the Company's sole discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded if any or all such conditions shall not be satisfied by the redemption date, or by the redemption date so delayed.

6.5 Notice of redemption

All Notes in respect of which any notice of redemption is given under this Condition 6 (*Redemption and Purchase*) shall be redeemed on the date specified in such notice in accordance with this Condition 6 (*Redemption and Purchase*). Neither the Trustee nor the Agents shall be responsible for calculating or verifying any calculations of any amounts payable under this Condition 6 (*Redemption and Purchase*). If less than all of the Notes are to be redeemed at any time, the Trustee or Registrar will select Notes for redemption as follows: (1) if the Notes are listed on any securities exchange and/or are held through a clearing system, in compliance with the requirements of the principal securities exchange on which the Notes are listed and/or the requirements of the clearing system; or (2) if the Notes are not listed on any securities exchange, on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and reasonable in the circumstances.

No Note of U.S.$200,000 in principal amount or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount to be redeemed. A new Note in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note. On and after the redemption date, interest will cease to accrue on Notes or portions of them called for redemption.

6.6 Purchase

The Company (and any Subsidiary of the Company) may at any time purchase Notes in the open market or otherwise in any amount and at any price and such Notes shall be surrendered to any Paying Agent for cancellation subject to applicable law. Without limiting the ability of the Company and any Subsidiary of the Company to conduct open market purchases, any purchase that the Company or any Subsidiary of the Company elects to make by tender shall be made available to all Noteholders alike, except where it is not possible to do so in order to qualify for exemptions from any offering restrictions imposed by any jurisdiction in accordance with applicable law. Notes purchased and held prior to cancellation by the Company or any such Subsidiary shall not be deemed to be "outstanding" for purposes of any meeting of holders of Notes or other action to be voted upon, or taken, by holders of Notes.

6.7 Cancellation

All Notes redeemed or purchased in accordance with this Condition 6 (*Redemption and Purchase*) shall be canceled and may not be re-issued or resold except in accordance with applicable law.

Early redemption of the Notes under Conditions 6.2, 6.3 or 6.4 may require a prior approval from the RBI or approval of the AD Bank, as the case may be, in accordance with the ECB Regulations, before effecting such a redemption prior to the Maturity Date and such approval may not be forthcoming.

7 PAYMENTS

7.1 Method of Payment

Payments of principal and premium (if any) in respect of each Note will be made by transfer to a U.S. dollar account maintained by the payee. Payments of principal will be made conditional upon surrender of the relevant Definitive Note at the specified office of any of the Paying Agents. Interest on Notes will be paid to the Persons shown on the Register at the close of business on the fifteenth day before the due date for the payment of interest (the "**Record Date**").

So long as the Notes are represented by one or more Global Certificates held on behalf of DTC, such payments will be made to the holder of record appearing in the register of holders of the Notes maintained by the Registrar at the close of the business day (being for this purpose a day on which DTC is open for business) before the relevant due date.

7.2 Payment Initiation

Payment instructions (for value on the due date or, if that is not a Business Day, for value the first following day which is a Business Day) will be initiated on the due date for payment (or, if that date is not a Business Day, on the first following day which is a Business Day), or, in the case of payments of principal and premium (if any) where the relevant Definitive Note has not been surrendered at the specified office of any Transfer Agent or of the Registrar, on the first Business Day on which the Principal Paying Agent is open for business and on or following which the relevant Definitive Note is surrendered. For the purposes of these Conditions, "**Business Day**" means a day, other than a Saturday or a Sunday or a public holiday, on which commercial banks in London, Singapore, The City of New York, Hong Kong and Mumbai, and in the case of a surrender of a Definitive Note, in the place the Definitive Note is surrendered, are open for business or not authorized to close.

7.3 Delay in Payment

Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due as a result of the due date not being a Business Day, if the Noteholder is late in surrendering its Definitive Note (if required to do so).

7.4 Payment not Made in Full

If the amount of principal and/or premium (if any) being paid upon surrender of the relevant Definitive Note is less than the outstanding principal amount of, or premium due on, such Definitive Note, the Registrar will annotate the Register with the amount of principal and/or premium (if any) so paid and will (if so requested by the Company or a Noteholder) issue a new Definitive Note with a principal amount equal to the remaining unpaid outstanding principal amount and/or premium (if any). If the amount of interest being paid is less than the amount then due, the Registrar will annotate the Register with the amount of interest so paid.

7.5 Agents

The initial Agents and their initial specified offices are listed below. The Company reserves the right at any time to vary or terminate the appointment of any Agent and appoint additional or other Agents, provided that it will maintain: (i) a Principal Paying Agent; (ii) a Registrar; (iii) a Transfer Agent; and such other agents as may be required by any stock exchange on which the Notes may be listed. Notice of any change in the Agents or their specified offices will promptly be given by the Company to the Trustee and the Noteholders.

7.6 Agency Role

In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Company and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

8 TAXATION

All payments of principal, premium (if any) and interest in respect of the Notes will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within (i) India or any jurisdiction of which the Company is otherwise considered by a taxing authority to be a resident for tax purposes or any political organization or governmental authority thereof or therein having the power to tax or (ii) any jurisdiction from or through which the Company or any person on behalf of the Company makes a payment on the Notes, or any political organization or governmental authority thereof or therein having the power to tax (each jurisdiction described in (i) or (ii) above a "**Relevant Jurisdiction**"), unless such withholding or deduction is required by law. In that event the Company shall pay such additional amounts ("**Additional Amounts**") as will result in receipt by the Noteholders of such amounts as would have been receivable by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable in respect of any Note:

(a) to a holder (or to a third party on behalf of a holder) who is liable for such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the Note, the receipt of payments with respect to the Note or the enforcement of its rights under the Trust Deed;

(b) presented for payment in the Relevant Jurisdiction (if presentment is required) more than 30 days after the Relevant Date;

(c) in respect of any estate, inheritance, gift, value-added, sales, use, excise, transfer, personal property or similar taxes, duties, assessments or other governmental charges;

(d) in respect of any tax, assessment or other government charge payable other than by withholding or deduction;

(e) in respect of any payment to a holder of a Note that is a fiduciary or partnership or any Person other than the sole beneficial owner of such payment or Note, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment or Note would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual holder of such Note;

(f) to the extent a holder is liable for such taxes, duties, assessments or governmental charges because of the holder's failure to comply with any reasonable certification, identification or other reporting requirements concerning its nationality, residence, identity or connection with a Relevant Jurisdiction if (1) compliance is required by applicable law (including treaties), regulation or administrative practice as a precondition to exemption from all or a part of such taxes, duties, assessments or governmental charges and (2) the holder is able to comply with those requirements without undue hardship; or

(g) in the case of any combination of items (a) to (f) above.

Notwithstanding any other provision of the Terms and Conditions of the Notes, any amounts to be paid on the Notes by or on behalf of the Company will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Company nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

For purposes of these Conditions, "**Relevant Date**" means the date on which such payment first becomes due.

Any reference in these Conditions to principal, premium and/or interest shall be deemed to include any Additional Amounts which may be payable under this Condition 8 (*Taxation*) or any undertaking given in addition to or in substitution for it under the Trust Deed.

Any payments, including payments of withholding tax in foreign currency, made by the Company are required to be within the all-in-cost ceilings prescribed under the ECB Regulations and in accordance with any specific approvals from the RBI or the AD Bank, as the case may be, obtained by the Company.

9 EVENTS OF DEFAULT

If any of the following events (each an "**Event of Default**") occurs and is continuing the Trustee at its discretion may, and if so requested in writing by holders of at least 25.0 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, subject in each case to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction, give notice to the Company that the Notes are, and they shall immediately become, due and payable at their principal amount together with accrued interest:

(a) **Non-Payment**: the Company fails to pay any principal, premium (if any) or interest in respect of any of the Notes on the date when due and such failure continues for a period of seven business days in the case of principal or 30 calendar days in the case of interest;

(b) **Breach of Other Obligations**: the Company does not perform or comply with one or more of its obligations under these Conditions or the Trust Deed (other than its obligations referred to in paragraph (a) above) which default is incapable of remedy or, if such default is capable of remedy, is not remedied within 30 calendar days after notice of such default shall have been given to the Company by the Trustee;

(c) **Cross-acceleration**:

    (i) the acceleration of any present or future Indebtedness of the Company prior to its stated maturity by reason of any event of default or potential event of default (however described), which acceleration is not rescinded or waived;

    (ii) the Company fails to make any payment in respect of any Indebtedness on the due date for payment as extended by any originally applicable grace period;

    (iii) any security given by the Company for any Indebtedness becomes enforceable; or

    (iv) default is made by the Company in making any payment due under any guarantee and/or indemnity given by it in relation to Indebtedness of any other person;

    provided that the aggregate amount of Indebtedness in respect of which one or more of the events referred to in this Condition 9(c) (*Cross-acceleration*) have occurred exceeds U.S.$25.0 million (or the Dollar Equivalent thereof);

(d) **Winding-up**: If any order is made by any competent court or resolution is passed for the winding up or dissolution of the Company, save for the purposes of reorganization on terms approved by an Extraordinary Resolution of the Noteholders;

(e) **Cessation of business**: The Company shall cease or threaten to cease to carry on the whole or a substantial part of the business conducted by the Company at the date of the issue of the Notes, save for the purpose of any reorganization on terms approved by an Extraordinary Resolution of Noteholders;

(f) **Insolvency**: The Company stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is adjudicated bankrupt or insolvent, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is found bankrupt or insolvent;

(g) **Liquidation and insolvency proceedings**: If (i) proceedings are initiated against the Company under any applicable liquidation, insolvency, composition, reorganization or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Company or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them, and (ii) in any such case (other than the appointment of an administrator) unless initiated by the relevant company is not discharged or stayed within 60 days;

(h) **Creditors Arrangement**: The Company (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganization or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors);

(i) **Nationalization**: Any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalization of all or a material part of the assets of the Company;

(j) **Illegality**: (i) It is or will become unlawful for the Company to perform or comply with any one or more of its obligations under any of the Notes or the Trust Deed; (ii) the obligations under the Notes or the Trust Deed shall for any reason cease to be binding upon and enforceable against the Company in accordance with its terms, or the binding effect or enforceability thereof shall be contested by the Company; or (iii) the Company shall deny that it has any further liability or obligation under the Notes or the Trust Deed; or

(k) **Analogous Events**: Any event which under the governing laws of the applicable jurisdictions of the Company has an analogous effect to any of the events referred to in Conditions 9(d) (*Winding-up*) to 9(i) (*Nationalization*) above occurs.

Early redemption upon the occurrence of any Event of Default may require prior approval from the RBI or the AD Bank, as the case may be, in accordance with the ECB Regulations, before effecting such a redemption prior to the Maturity Date and such approval may not be forthcoming.

10 PRESCRIPTION

Claims in respect of principal and interest shall be prescribed unless made within a period of ten years in the case of principal (including any premium in respect thereof) and five years in the case of interest from the appropriate Relevant Date.

11 REPLACEMENT OF DEFINITIVE NOTES

If any Definitive Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of any Transfer Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Company may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Definitive Notes must be surrendered before replacements will be issued.

12 MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

12.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Company or by the Trustee and shall be convened by the Trustee upon a request in writing of the Noteholders holding not less than 10.0 per cent. in principal amount of the Notes for the time being outstanding, subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction. The quorum for any meeting to consider an Extraordinary Resolution will be two or more Persons holding or representing more than half in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more Persons holding Notes or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*: (i) to modify the maturity of the Notes or the dates on which interest is payable in respect of the Notes; (ii) to reduce or cancel the principal amount of, any premium payable in respect of, or interest on, the Notes; (iii) to change the currency of payment of the Notes; (iv) to change any obligation of the Company to pay Additional Amounts with respect to the Notes; (v) to reduce the premium payable upon the redemption or repurchase of any Note or change the time at which any Note may be redeemed or required to be repurchased under Condition 6 (*Redemption and Purchase*) whether through an amendment or waiver of provisions in the covenants, definitions or otherwise; or (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more Persons holding or representing not less than two thirds, or at any adjourned meeting not less than 25.0 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on all Noteholders (whether or not they were present or represented at the meeting at which such resolution was passed).

An "**Extraordinary Resolution**" is defined in the Trust Deed to mean a resolution passed at a duly convened meeting of Noteholders by a majority of at least two thirds of the Notes represented at such meeting. A written resolution of holders of not less than 75.0 per cent. in principal amount of the Notes for the time being outstanding shall take effect as an Extraordinary Resolution for all purposes.

12.2 Modification and Waiver

The Trustee may agree, without the consent of the Noteholders, to any modification of (except as mentioned in Condition 12.1 (*Meetings of Noteholders*) above), or to the waiver or authorization of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Default or Event of Default shall not be treated as such (provided that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders) or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error or an error which is, in the opinion of the Trustee, proven. Any such modification, authorization or waiver shall be binding on the Noteholders and, unless Trustee otherwise agrees, such modification authorization or waiver shall be notified to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

12.3 Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to compliance with the terms of the Trust Deed, but without the consent of the Noteholders, to the substitution of the Company's successor in business or any Subsidiary of the Company or its successor in business in place of the Company or any previous substituted company, as principal debtor under the Trust Deed and the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, subject to the provisions of the Trust Deed, to a change of the law governing the Notes and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

12.4 Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition 12 (*Meetings of Noteholders, Modification, Waiver and Substitution*) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Company or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders.

13 ENFORCEMENT

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such actions, steps or proceedings against the Company as it may think fit to enforce the terms of the Trust Deed and the Notes, but it shall not be required to take any such proceedings unless: (i) it has been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least 25.0 per cent. in principal amount of the Notes then outstanding; and (ii) it has been indemnified and/or secured and/or pre-funded to its satisfaction. No Noteholder may institute proceedings directly against the Company unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

14 INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trust Deed provides that the Trustee shall take action on behalf of the Noteholders in certain circumstances but only if it is indemnified and/or secured and/or pre-funded to its satisfaction. The Trustee and its parent, subsidiaries and affiliates are entitled to enter into business transactions with the Company and/or any entity related to the Company without accounting for any profit.

Repatriation of proceeds outside India by the Company under an indemnity clause requires the prior approval of the RBI, in accordance with the extant applicable laws and regulations of India, including the rules and regulations framed under the Foreign Exchange Management Act, 1999, as amended.

15 FURTHER ISSUES

The Company may from time to time, without the consent of the Noteholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for any one or more of the first payment of interest, the issue date, the first interest payment date and, to the extent necessary, certain temporary securities law transfer restrictions) so as to form a single series with the Notes; provided, however, that if any such further notes are not fungible with the Notes for U.S. federal income tax purposes, such further notes will have a separate CUSIP and other identifying number from those of the Notes.

References in these Conditions to the Notes include (unless the context requires otherwise) any other notes issued pursuant to this Condition 15 (*Further Issues*) and forming a single series with the Notes.

16 NOTICES

Notices to the Noteholders will be sent to them at their respective addresses in the Register. The Company shall also ensure that notices are duly published in a manner that complies with the rules and regulations of any stock exchange of other relevant authority on which the Notes are for the time being listed.

Any such notice shall be deemed to have been given on the later of the date of such publication and the fourth day after being so sent.

So long as the Notes are represented by one or more Global Certificates held on behalf of DTC, notices to Noteholders may be given by delivery of the relevant notice to DTC for communication by it to entitled account holders in substitution for notification as required by these Conditions.

17 CURRENCY INDEMNITY

U.S. dollars are the sole currency of account and payment for all sums payable by the Company under or in connection with the Notes, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Company or otherwise) by the Trustee or any Noteholder in respect of any sum expressed to be due to it from the Company shall only constitute a discharge to the Company to the extent of the U.S. dollars which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under any Note, the Company shall indemnify it against any loss sustained by it as a result. In any event, the Company shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition 17 (*Currency Indemnity*), it will be sufficient for the Trustee or the Noteholder to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Company's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Trustee or any Noteholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order. If the U.S. dollars amount that may be purchased exceeds that the amount so received or recovered in that other currency, any excess shall as soon as practicable be repaid to the Company.

18 GOVERNING LAW

18.1 Governing Law

The Trust Deed and the Notes, and all non-contractual obligations arising out of or in connection with the Trust Deed or the Notes, are governed by and shall be construed in accordance with English law.

18.2 Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed and the Notes (including without limitation a dispute regarding any non-contractual obligations arising out of or in connection with the Trust Deed or the Notes) and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed and the Notes ("**Proceedings**") may be brought in such courts. The Company has in the Trust Deed irrevocably submitted to the jurisdiction of the English courts in connection with any such Proceedings and waived any objections to Proceedings in such courts on the grounds of venue or that they have been brought in an inconvenient forum. The Company makes this submission solely for the benefit of the Trustee and the Noteholders and shall not limit the right of the Trustee or any Noteholder to initiate Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

18.3 Agent for Service of Process

The Company has in the Trust Deed appointed an agent to receive service of process in any Proceedings in England. If for any reason the Company does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Trustee of such appointment. Nothing herein shall affect the right to serve process in any other manner permitted by law.

18.4 Waiver of Immunity

The Company irrevocably agrees that, should any Proceedings be taken anywhere (whether for an injunction, specific performance, damages or otherwise), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from those Proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or on its behalf or with respect to its assets, any such immunity being irrevocably waived. The Company irrevocably agrees that it and its assets are, and shall be, subject to such Proceedings, attachment or execution in respect of its obligations under the Trust Deed or the Notes.

TAXATION

The information provided below does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase Notes. In particular, the information does not consider any specific facts or circumstances that may apply to a particular purchaser. Neither these statements nor any other statements in this Offering Memorandum are to be regarded as advice on the tax position of any holder of Notes or of any person acquiring, selling or otherwise dealing in securities or on any tax implications arising from the acquisition, sale of or other dealings in Notes. The statements do not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in Notes) may be subject to special rules.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, holding, ownership and disposition of Notes, including the effect of the tax laws of India or any political sub division thereof. Additionally, in view of the number of different jurisdictions where local laws may apply, this Offering Memorandum does not discuss the local tax consequences to a potential holder arising from the acquisition, holding or disposition of the Notes. Prospective investors must, therefore, inform themselves as to any tax laws and regulations in force relating to the purchase, holding or disposition of the Notes in their country of residence and in the countries of which they are citizens or in which they purchase, hold or dispose of Notes.

INDIAN TAXATION

The following is a summary of certain Indian tax consequences for non-resident investors subscribing to the Notes and who do not hold the Notes in connection with an Indian trade, business or permanent establishment. The summary is based on existing Indian taxation law and practice in force at the date of this Offering Memorandum and is subject to change, possibly with retroactive effect. The summary does not constitute legal or tax advice and is not intended to represent a complete analysis of the tax consequences under Indian law of the acquisition, ownership or disposal of the Notes and does not cover all tax matters that may be of importance to a particular purchaser. Prospective investors should, therefore, consult their own tax advisers regarding the Indian tax consequences, as well as the tax consequences under any other applicable taxing jurisdiction, of acquiring, owning and disposing of the Notes. This summary does not purport to provide tax advice to any entity.

Taxation of persons who are not resident in India and who do not hold the Notes in connection with an Indian trade, business, or permanent establishment

Taxation of Interest

As the proceeds of the issuance of the Notes payable shall be used for the purposes of our business in India, non-resident investors shall be liable to pay tax on the interest payable on such Notes. Non-resident investors must pay tax on the interest at the rate of 5%[2] under Section 115A(1)(a) read with Section 194LC of the Income tax Act on interest paid or payable on the Notes subject to relevant conditions specified in Section 194LC of the Income tax Act read with CBDT Circular no. 15/2014 dated October 17, 2014. If the said conditions are not satisfied, tax would be levied at the rate of 20%.

Section 194LC of Income-tax Act, has been amended by the Finance Act, 2020 (with effect from April 1, 2020) so as to, among other things, extend the period for applicability of rate of withholding tax of 5% on the interest payments against borrowing in foreign currency from a source outside India by way of issue of long term bonds including infrastructure bonds from July 1, 2020 to June 30, 2023 (and which will include issuance of the Notes).

[2] All tax rates mentioned herein are exclusive of any applicable surcharge and health and education cess.

The rates of tax, as mentioned above, will stand reduced if the recipient is a beneficial owner of such income and is a resident of a country with which the Government has entered into an agreement for granting relief of tax or for avoidance of double taxation (a "**Tax Treaty**") and the provisions of such Tax Treaty read with Multilateral Instruments ("**MLI**") (if and to the extent applicable), provide for the taxation in India of income by way of interest at a rate lower than that stated above. The benefit of the lower Tax Treaty rate shall be available subject to prescribed conditions being fulfilled. The interest payable will be subject to withholding taxes in India, subject to conditions as detailed in the section titled "Withholding Tax on Interest" below.

A non-resident investor would be obligated to pay such income tax in an amount equal to, or would be entitled to a refund of, as the case may be, any difference between amounts withheld in respect of interest paid on the Notes and its ultimate Indian tax liability for such interest, subject to and in accordance with the provisions of the Income tax Act. The non-resident investor shall be obliged to provide all necessary information and documents, as may be required by our Company.

Withholding Tax on Interest

Since the interest payable on the Notes is subject to taxation in India, there is a requirement for the Company to withhold tax on such interest on Notes. Under Section 194LC of the Income tax Act tax would be required to be withheld at the rate of 5%, subject to satisfaction of conditions specified in Section 194LC of the Income tax Act read with CBDT Circular no. 15/2014 dated October 17, 2014. If the said conditions are not satisfied, tax would be withheld at the rate of 20%. Subject to the provisions of the Income tax Act, these rates would be subject to any lower rate of tax provided by an applicable Tax Treaty read with MLI, if and to the extent applicable.

Pursuant to the Terms and Conditions of the Series 1 Notes and the Terms and Conditions of the Series 2 Notes, all payments of, or in respect of, principal and interest on the Notes, will be made free and clear of and without withholding or deduction on account of any present or future taxes within India unless it is required by law, in which case, pursuant to Condition 8, our Company will pay additional amounts as may be necessary in order that the net amounts received by the investor after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes in the absence of the withholding or deduction, subject to certain exceptions.

With respect to interest on the Notes that is not subject to taxes in India, if any (where the proceeds of the issuance of the Notes are used for the purposes of business carried on by our Company outside India or otherwise), our Company may be required to apply annually for an exemption from withholding tax under section 195(2) of the Income tax Act.

In respect of interest income on long term bonds issued to non-residents in accordance with section 194LC of the Income tax Act, pursuant to Section 206AA of the Income tax Act, the payee is not required to provide its permanent account number to the payer. Hence, the investor being non-residents are not required to provide their permanent account number. In respect of interest income on bonds issued to non-residents having permanent establishment in India, pursuant to Section 206AB of the Income tax Act, the payee is required to provide its return filing status in India and in case Non-resident payee is non filer/specified person as per the said section, higher withholding Tax rate, as applicable, would apply.

Taxation of Gains Arising on Disposition

Any gains arising to a non-resident investor from disposition of the Notes held (or deemed to be held) as a capital asset will generally be chargeable to income tax in India if the Notes are regarded as property situated in India. A non-resident investor generally will not be chargeable to income tax in India from a disposition of the Notes held as a capital asset provided the Notes are regarded as being situated outside India. The issue as to where the Notes should properly be regarded as being situated is not free from doubt. The ultimate decision, however, will depend on the view taken by Indian tax authorities on the position with respect to the situs of the rights being offered in respect of the Notes, in terms of Section 9 of the

Income tax Act. There is a possibility that the Indian tax authorities may treat the Notes as being located in India as our Company is incorporated in and resident in India.

If the Notes are regarded as situated in India by the Indian tax authorities, upon disposition of a Note, then:

(i) a non-resident investor, who has held the Notes for a period of more than 36 months (long-term capital asset) immediately preceding the date of their disposal, would be liable to pay capital gains tax at the rate of 10.0% of the capital gains computed without giving effect to the first and second proviso to section 48 of the Income Tax Act, and in accordance with other provisions of the Income tax Act. These rates are subject to any benefit provided for by an applicable Tax Treaty read with MLI, if and to the extent applicable;

(ii) a non-resident investor who has held the Notes for 36 months or less would be liable to pay capital gains tax at a rate of 40.0% in the case of foreign companies and at rates ranging up to 30.0% for other types of investors on capital gains earned by them from the sale of such capital assets. These rates are subject to any benefit provided for by an applicable Tax Treaty read with MLI, if and to the extent applicable; and

(iii) any income arising to a non-resident investor from the transfer of the Notes held as 'stock-in-trade' would be considered as business income. Business income would be subject to income tax in India only to the extent, it is attributable to a "business connection in India" or, in case where a Tax Treaty is applicable, to a "permanent establishment" of the non-resident investor in India. A non-resident company would be liable to pay Indian tax on such income at a rate of up to 40.0% while other types of investors may be liable to pay Indian tax on such income at the rate up to 30.0%, depending on the legal status of the non-resident investor and his taxable income in India, subject to any benefit provided for by a Tax Treaty read with MLI, if and to the extent applicable.

Withholding Tax on gains

If applicable, under the tax law, tax shall be withheld by the person making any payment to a non-resident on long term capital gains (computed without giving effect to the first and second proviso to section 48 of the Income Tax Act) at 10.0% and short term capital gains at rates ranging up to 30.0% or 40.0%, depending on the legal status of the recipient of income, subject to any benefit provided for by a Tax Treaty read with MLI, if and to the extent applicable. Tax payable shall be computed in such manner as prescribed in this regard under the Income tax Act. For the purpose of tax withholding, the non-resident investors shall be obliged to provide Permanent Account Number allotted by the tax authorities and/or all prescribed information/documents, including tax residency certificate (issued by the tax authorities of the country in which the investor is resident) for claiming the Tax Treaty benefits.

All the Tax rates mentioned hereinabove as per the Indian Tax laws are subject to surcharge and education cess as applicable.

Taxation of persons resident in India

Any income received in respect of the Notes by a person resident in India under the provisions of the Income Tax Act, may generally be subject to tax in India according to the tax rate applicable.

Estate Duty

No estate duty is payable at present in India in relation to the Notes.

Gift Tax

There is no gift tax payable at present in India in relation to the Notes.

UNITED STATES TAXATION[3]

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by a U.S. Holder (as defined below). This summary deals only with initial purchasers of Notes at their "issue price" (the first price at which a substantial amount of a series of Notes are sold for money, excluding sales to underwriters, placement agents or wholesalers) in their initial offering that will hold the Notes as capital assets for U.S. federal income tax purposes. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors (including consequences under the alternative minimum tax or net investment income tax) and does not address U.S. state, local, non-U.S. or other tax laws. This summary also does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, individual retirement accounts and other tax-deferred accounts, tax-exempt organizations, dealers in securities or currencies, investors that will hold the Notes as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, investors holding the Notes in connection with a trade or business conducted outside of the United States, U.S. citizens or permanent residents living abroad, U.S. holders that are required to take certain amounts into income no later than the time such amounts are reflected on an applicable financial statement or investors whose functional currency is not the U.S. dollar).

For purposes of this discussion, "**U.S. Holder**" means any beneficial owner of Notes that for U.S. federal income tax purposes is (i) an individual citizen or resident of the United States, (ii) a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities or arrangements treated as partnerships for U.S. federal income tax purposes should consult their tax advisers concerning the U.S. federal income tax consequences to them and their partners of the acquisition, ownership and disposition of Notes by the partnership.

This summary is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended (the "**Code**"), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as at the date hereof and all subject to change at any time, possibly with retroactive effect.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING, AND DISPOSING OF THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF U.S. STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

[3] Subject to review of Ts and Cs.

Interest

Interest on a Note (including any taxes withheld and any additional amounts paid with respect thereto) will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on such holder's method of accounting for U.S. federal income tax purposes. Interest paid by us on the Notes generally will constitute income from sources outside the United States.

A U.S. Holder generally will be entitled, subject to certain limitations, to a credit against its U.S. federal income tax liability, or a deduction in computing its U.S. federal taxable income, for foreign taxes withheld from payments on the Notes. Interest generally will constitute "passive category income" for purposes of the foreign tax credit. The rules governing foreign tax credits are complex. Prospective purchasers should consult their tax advisers concerning the foreign tax credit implications of any withholding taxes.

Sale or Other Taxable Disposition of the Notes

Upon a sale or other disposition of Notes, a U.S. Holder generally will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the amount realized on the sale or other disposition and the U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note will generally be its cost. The amount realized does not include the amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. This capital gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period in the Notes exceeds one year. Non-corporate U.S. Holders are subject to tax on long-term capital gain at reduced rates. The deductibility of capital losses is subject to limitations.

Gain or loss realized by a U.S. Holder on the sale or other disposition of a Note generally will be U.S. source. Therefore, a U.S. Holder may have insufficient foreign source income to utilize foreign tax credits attributable to any Indian withholding taxes, if any, imposed on the sale or other disposition. See "*Taxation — Indian Taxation*." Prospective purchasers should consult their tax advisers as to the availability of and limitations on any foreign tax credit implications of the attributable to any withholding tax imposed on a sale or other disposition of Notes.

Backup Withholding and Information Reporting

Payments of principal and interest on, and the proceeds from the sale or other disposition of, the Notes by a U.S. paying agent or other U.S. intermediary will be reported to the U.S. Internal Revenue Service and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or otherwise fails to comply with applicable certification requirements. Certain U.S. Holders are not subject to backup withholding. U.S. Holders should consult their tax advisers about these rules and any other reporting obligations that may apply to the ownership or disposition of Notes, including requirements related to the holding of certain "specified foreign financial assets".

THE GLOBAL CERTIFICATES

Each Global Certificate will contain the following provisions which will apply to the Notes in respect of which they are issued while they are represented by such Global Certificate, some of which will modify the effect of the Conditions. Terms defined in the Conditions have the same meaning in this section.

Promise to Pay

For value received, the Company promises to pay the person who appears at the relevant time on the register of Noteholders as holder of the Notes in respect of which a Global Certificate is issued, such amount or amounts as shall become due and payable from time to time in respect of such Notes and otherwise to comply with the Conditions. Each payment will be made to, or to the order of, the person whose name is entered on the Register as holder at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where "**Clearing System Business Day**" means a weekday (Monday to Friday, inclusive) except December 25 and January 1.

For the purposes of a Global Certificate, (a) the holder of the Notes represented by such Global Certificate is bound by the provisions of the Trust Deed, (b) the Company certifies that the registered holder is, at the date hereof, entered in the Register as the holder of the Notes represented by such Global Certificate, (c) such Global Certificate is evidence of entitlement only, (d) title to the Notes represented by such Global Certificate passes only on due registration on the Register, and (e) only the holder of the Notes represented by such Global Certificate is entitled to payments in respect of the Notes represented by such Global Certificate.

Payment

Payments of principal and interest in respect of Notes evidenced by a Global Certificate held through DTC will be credited, to the extent received by the Principal Paying Agent or such other Paying Agent (as defined in the Conditions), to the cash accounts of DTC participants (including Euroclear and Clearstream) in accordance with the relevant system's rules and procedures and will be made without presentation for endorsement by the Principal Paying Agent or such other Paying Agent and, if no further payment falls to be made in respect of the Notes, against presentation and surrender of such Global Certificate to or to the order of the Principal Paying Agent or to the order of such other Paying Agent as shall have been notified to the relevant holder for such purpose. No person shall however be entitled to receive any payment on a Global Certificate (or such part of a Global Certificate which is required to be exchanged) falling due after any date of exchange into the Definitive Notes (as defined below) in definitive form unless exchange of such Global Certificate for such Definitive Notes is improperly withheld or refused by or on behalf of the Company or the Company does not perform or comply with any one or more of what are expressed to be its obligations under any such Definitive Notes.

Exchange

Registration of title to Notes initially represented by any Restricted Global Certificate in a name other than DTC will not be permitted in respect of such Notes unless DTC or any additional or alternative clearing system selected by the Company and approved by the Trustee, the Principal Paying Agent and the Registrar (an "**Alternative Clearing System**") is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so).

Registration of title to Notes initially represented by any Unrestricted Global Certificate in a name other than a nominee for the Common Depositary will not be permitted in respect of the Notes unless DTC or any Alternative Clearing System on behalf of which the Notes evidenced by the relevant Unrestricted

Global Certificate may be held, is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so.

Notices

So long as the Notes are represented by one or more Global Certificate and such Global Certificates are held on behalf of DTC or any Alternative Clearing System, notices to holders of the Notes shall be given by delivery of the relevant notice to DTC or such Alternative Clearing System, for communication by it to accountholders entitled to an interest in the Notes in substitution for notification as required by the Conditions.

Meetings

For the purposes of any meeting of Noteholders, the holder of the Notes represented by a Global Certificate shall (unless such Global Certificate represents only one Note) be treated as two persons for the purposes of any quorum requirements of a meeting of Noteholders and as being entitled to one vote in respect of each U.S.$1,000.

Company's Redemption

The option of the Company provided for in Conditions 6.2, 6.3 and 6.4 shall be exercised by the Company giving notice to the Noteholders within the time limits set out in and containing the information required by the applicable Condition.

Transfers

No beneficial interest in any Unrestricted Global Certificate may be transferred to a person who takes delivery in the form of a beneficial interest in a Restricted Global Certificate unless (i) the transfer is to a person that is a QIB, (ii) such transfer is made in reliance on Rule 144A, and (iii) the transferor provides the relevant Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transferor reasonably believes that the transferee is a QIB purchasing the beneficial interest for its own account or any account of a QIB in a transaction meeting the requirements of Rule 144A and that such transaction is in accordance with any applicable securities laws of any state of the United States. No beneficial interest in any Restricted Global Certificate may be transferred to a person who takes delivery in the form of a beneficial interest in a Unrestricted Global Certificate unless (i) the transfer is in an offshore transaction in reliance on Rule 904 of Regulation S, and (ii) the transferor provides the relevant Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transfer is being made in an offshore transaction in accordance with Regulation S.

Any beneficial interest in any Restricted Global Certificate that is transferred to a person who takes delivery in the form of an interest in the corresponding Restricted Global Certificate will, upon transfer, cease to be an interest in such Unrestricted Global Certificate and become an interest in such Restricted Global Certificate, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such Restricted Global Certificate for as long as it remains such an interest. Any beneficial interest in any Restricted Global Certificate that is transferred to a person who takes delivery in the form of an interest in the corresponding Unrestricted Global Certificate will, upon transfer, cease to be an interest in such Restricted Global Certificate and become an interest in such Unrestricted Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such Unrestricted Global Certificate for so long as it remains such an interest. No service charge will be made for any registration of transfer or exchange of Notes, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Cancellation

Cancellation of any Note which is required by the Conditions to be cancelled will be effected by a reduction in the principal amount of the Notes in the Register and the relevant Global Certificate on its presentation to or to the order of the Registrar for annotations (for information only) in such Global Certificate.

Trustee's Powers

In considering the interests of Noteholders while a Global Certificate is registered in the name of a nominee for a clearing system, the Trustee may, to the extent it considers it appropriate to do so in the circumstances, but without being obligated to do so, (a) have regard to any information as may have been made available to it by or on behalf of the relevant clearing system or its operator as to the identity of its accountholders (either individually or by way of category) with entitlements in respect of the Notes and (b) consider such interests on the basis that such accountholders were the holders of the Notes in respect of which such Global Certificate is issued.

Delivery

If any of the events described in the above two paragraphs under the heading "Exchange" occurs, the Company will, at its own expense, cause sufficient definitive Certificates to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Noteholders following surrender of such Global Certificate. A person having an interest in any Restricted Global Certificate or Unrestricted Certificate must provide the relevant Registrar with (a) a written order containing instructions and such other information as the Company and the Registrar may require to complete, execute and deliver such definitive Certificates and (b) in the case of any Restricted Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of a simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions.

Definitive Certificates issued in exchange for a beneficial interest in a Restricted Global Certificate shall bear the legends applicable to transfers pursuant to Rule 144A, as set out under "*Transfer Restrictions*".

The relevant Registrar will not register the transfer of, or exchange of interests in, any Restricted Global Certificate or Unrestricted Global Certificate for definitive Certificates for a period of 15 calendar days ending on the date for any payment of principal, premium or interest in respect of the Notes.

PLAN OF DISTRIBUTION

We intend to offer each series of Notes through the Joint Lead Managers. Subject to the terms and conditions of a subscription agreement dated September 15, 2021 between us and the Joint Lead Managers (the "**Subscription Agreement**"), we have agreed to sell to the Joint Lead Managers, and each of the Joint Lead Managers has agreed, severally and not jointly, to purchase from us, the principal amount of Notes set forth opposite its name below.

Joint Lead Managers	Principal amount of Series 1 Notes	Principal amount of Series 2 Notes
	(U.S.$)	(U.S.$)
Credit Suisse (Hong Kong) Limited	41,667,000	83,333,000
Deutsche Bank AG, Singapore Branch	41,667,000	83,333,000
Standard Chartered Bank	41,667,000	83,333,000
Axis Bank Limited, Singapore Branch	125,000,000	—
BNP Paribas	41,667,000	83,333,000
Mizuho Securities Asia Limited	41,666,000	83,334,000
MUFG Securities Asia Limited	41,666,000	83,334,000
State Bank of India, London Branch	125,000,000	—
Total	500,000,000	500,000,000

Subject to the terms and conditions set forth in the Subscription Agreement, the Joint Lead Managers have agreed, severally and not jointly, to purchase all of the Notes sold under the Subscription Agreement if any of these Notes are purchased. The Subscription Agreement also provides that the obligation of the Joint Lead Managers to purchase the Notes is subject to approval of legal matters by their counsel, including the validity of the Notes, and other conditions contained in the Subscription Agreement, such as the receipt by the Joint Lead Managers of officers' certificates and legal opinions. The Joint Lead Managers reserve the right to withdraw, cancel or modify offers to investors and to reject orders in whole or in part.

The Joint Lead Managers initially propose to offer the Notes for resale at the issue price that appears on the cover of this Offering Memorandum. After the initial offering, the Joint Lead Managers may change the offering price and any other selling terms without notice. The Joint Lead Managers may offer and sell Notes through certain of their affiliates.

If a jurisdiction requires that the Offering be made by a licensed broker or dealer and the Joint Lead Managers or any of their respective affiliates is a licensed broker or dealer in that jurisdiction, the Offering shall be deemed to be made by it or such affiliate on behalf of us in such jurisdiction subject to all applicable laws and regulations.

Pursuant to the Subscription Agreement, we have agreed to indemnify the Joint Lead Managers against certain liabilities, including liabilities under the U.S. Securities Act, or to contribute to payments which the Joint Lead Managers may be required to make in respect of any such liabilities. We will also pay the Joint Lead Managers a commission and pay certain expenses relating to the Offering.

No Sales of Similar Securities

We have agreed that we will not, for a period of 30 days from the date of this Offering Memorandum, without first obtaining the prior written consent of Joint Lead Managers, directly or indirectly, offer, sell, contract to sell, issue or otherwise dispose of any U.S. dollar-denominated debt securities issued or guaranteed by us or warrants to purchase our debt securities substantially similar to the Notes, except for the Notes sold to the Joint Lead Managers pursuant to the Subscription Agreement.

New Issue of Securities

The Notes will constitute a new class of securities with no established trading market. Approval in-principle has been received from the SGX-ST for listing of and quotation for the Notes. However, we cannot guarantee that the Notes will remain listed on the SGX-ST or the prices at which the Notes will sell in the market after the offering will not be lower than the initial offering price or that an active trading market for the Notes will develop and continue after the offering. We do not intend to apply for listing of the Notes on any national securities exchange in the United States or for quotation of the Notes on any automated dealer quotation system in the United States. The Joint Lead Managers have advised us that they presently intend to make a market in the Notes after completion of this Offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice and at their sole discretion. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes.

If an active trading market for the Notes does not develop or is not maintained, the market price and liquidity of the Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

Delivery, Payment and Settlement

We expect that delivery of the Notes will be made against payment therefore on or about the date specified on the cover page of this Offering Memorandum, which will be the fifth business day following the date of pricing of the securities (this settlement cycle being referred to as "T+5"). Under Rule 15(c)6-1 under the U.S. Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in three business days unless the parties to such trades expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of pricing or the next succeeding business day will be required, by virtue of the fact that the Notes will initially settle in T+5, to specify an alternative settlement cycle at the time of such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the securities on the date of pricing or the next succeeding business day should consult their own advisors.

Price Stabilization and Short Positions

In connection with the offering, the Joint Lead Managers may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Joint Lead Managers may over-allot this offering, creating a syndicate short position. The Joint Lead Managers may bid for and purchase Notes in the open market to cover syndicate short positions. In addition, the Joint Lead Managers may bid for and purchase Notes in the open market to stabilize the price of the Notes. These activities may stabilize or maintain the market price of the Notes above independent market levels. The Joint Lead Managers are not required to engage in these activities, and may end any of these activities at any time.

Other Relationships

The Joint Lead Managers and certain of their affiliates may have performed and expect to perform various investment banking, transaction baking, commercial lending, consulting and financial advisory services to us, including our affiliates, in the ordinary course of business for which they may receive customary fees and expenses and may, from time to time, directly or indirectly through affiliates, enter into hedging or other derivative transactions, including swap agreements, future or forward contracts, option agreements or other similar arrangements with us, including our affiliates, which may include transactions relating to our obligations under the Notes, all to the extent permitted under the Trust Deed. Our obligations under these transactions may be secured by cash or other collateral to the extent permitted under the Trust Deed.

In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their clients. Such investments and securities activities may involve our securities and/or instruments, including securities and/or instruments of our affiliates. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire long and/or short positions in such securities and instruments. The Joint Lead Managers or their respective affiliates may also purchase Notes for its or their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to Notes and/or our other securities, as the case may be, or securities of our associates at the same time as the offer and sale of Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of Notes to which this Offering Memorandum relates (notwithstanding that such selected counterparties may also be purchasers of Notes). As a result of such transactions, the Joint Lead Managers or their affiliates may hold long or short positions relating to the Notes.

While each Joint Lead Manager and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a Joint Lead Manager or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes. Each Joint Lead Manager may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Notes.

We may use some or all of the net proceeds from the sale of the Notes pursuant to this Offering Memorandum for the full or partial repayment of our foreign currency loans to our lenders, some of whom include the Joint Lead Managers or their affiliates.

Selling Restrictions

The distribution of this Offering Memorandum or any offering material and the offering, sale or delivery of the Notes is restricted by law in certain jurisdictions. Therefore, persons who may come into possession of this Offering Memorandum or any offering material are advised to consult with their own legal advisers as to what restrictions may be applicable to them and to observe such restrictions. This Offering Memorandum may not be used for the purpose of an offer or invitation in any circumstances in which such offer or invitation is not authorized. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Joint Lead Managers or any affiliate of the Lead Managers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Lead Managers or its affiliate on behalf of us in such jurisdiction.

United States

The Notes have not been and will not be registered under the U.S. Securities Act and, subject to certain exceptions, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act. Accordingly, the Notes are being offered and sold only (a) in the United States to a limited number of QIBs as defined in Rule 144A in connection with resales by the initial purchases of the Notes in accordance with Rule 144A and (b) outside the United States as defined in Regulation S in offshore transactions in accordance with Regulation S.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission in the United States or any other United States regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering or the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense in the United States.

European Economic Area

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any EEA retail investor in the European Economic Area ("**EEA**"). For the purposes of this provision:

(a) the expression "**EEA retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, MiFID II); or

(ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes. The Notes may not be offered, sold, or otherwise made available to any retail investor in the European Economic Area.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any UK retail investor in the United Kingdom (the "**UK**"). For the purposes of this provision:

(a) the expression "**UK retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**"), subject to amendments made by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403) (as may be amended or superseded from time to time); or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA, subject to amendments made by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403) (as may be amended or superseded from time to time; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Each Joint Lead Manager represents, warrants, and agrees that:

(i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any

Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing, or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage, or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Company;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Singapore

Each Joint Lead Manager has acknowledged that this Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where any Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Notification under Section 309B(1)(c) of the SFA — the Company has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets' products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Republic of Italy

The offering of any Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Joint Lead Manager has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, any Notes in the Republic of Italy in a solicitation to the public, and that sales of Notes in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Each Joint Lead Manager has represented and agreed that it will not offer, sell or deliver any Notes or distribute copies of this Offering Memorandum or any other document relating to the Notes in the Republic of Italy except:

(1) to Qualified Investors (*investitori qualificati*), as defined in Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended ("**Decree No. 58**") and as defined under Article 34-*ter*, first paragraph, letter b) of CONSOB Regulation No. 11971 of May 14, 1999, as amended ("**CONSOB Regulation No. 11971**"); or

(2) in other circumstances where an express exemption from compliance with the public offering restrictions applies, as provided under Article 100 of Decree No. 58 or CONSOB Regulation No. 11971.

Any offer, sale or delivery of any Notes or distribution of copies of this Offering Memorandum and any supplement thereto or any other document relating to the Notes in the Republic of Italy must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of September 1, 1993, as amended (the "**Banking Act**"), Decree No. 58 and CONSOB Regulation No. 16190 of October 29, 2007 (as amended from time to time) and any other applicable laws and regulations; and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time and/or any other Italian authority.

Please note that in accordance with Article 100-*bis* of the Consolidated Financial Services Act, where no exemption from the rules on public offerings applies under (1) and (2) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Consolidated Financial Services Act and CONSOB Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

India

Each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold and will not offer or sell the Notes in the Republic of India and has not made and will not make any invitation in the Republic of India to subscribe for the Notes. This Offering Memorandum has not and will not be registered or produced or made available as an offer document whether as a prospectus in respect of a public offer or an information memorandum or private placement offer cum application letter or other offering material in respect of a private placement under the Indian Companies Act or any other applicable Indian laws, with the Registrar of Companies, the Securities and Exchange Board of India or any other statutory or regulatory body of like nature in India. The Notes will not be offered or sold, and have not been offered or sold, in India by means of any document and this Offering Memorandum or any other offering document or material relating to the Notes will not be circulated or distributed and have not been circulated or distributed, directly or indirectly, to any person or the public or any member of the public in India or otherwise generally distributed or circulated in India which would constitute an advertisement, invitation, offer, sale or solicitation of an offer to subscribe for or purchase any securities in violation of any Indian laws.

In connection with the offering and sale of the Notes, each Joint Lead Manager that subscribes to the Notes represents, acknowledges and undertakes (severally and not jointly) that it is a resident of an FATF Compliant Country or IOSCO Compliant Country, and that it is not (i) a multilateral or regional financial institution in which India is not a member country; (ii) an individual (a) which is not a foreign equity holder (as defined in the ECB Regulations) or (b) if the Notes cease to be listed on a stock exchange (which is not in India); or (iii) a foreign branch or subsidiary of an Indian bank to the extent of such part of the Notes (if any) whose proceeds are not being utilized exclusively for purposes for which such foreign branch or subsidiary is eligible to provide external commercial borrowings under the ECB Regulations.

For the purposes of this section, FATF Compliant Country and IOSCO Compliant Country shall have the following meaning:

"**FATF Compliant Country**" means a country that is a member of Financial Action Task Force ("**FATF**") or a member of a FATF-style regional body; and should not be a country identified in the public statement of the FATF as (a) a jurisdiction having a strategic anti-money laundering or combating the financing of terrorism deficiencies to which counter measures apply; or (b) a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies.

"**IOSCO Compliant Country**" means a country whose securities market regulator is a signatory to the International Organization of Securities Commission's Multilateral Memorandum of Understanding (Appendix A Signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India for information sharing arrangements.

Hong Kong

The Notes may not be offered or sold in Hong Kong by means of any document other than to (1) professional investors within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "**SFO**") and any rules made thereunder, or (2) in circumstances that do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) of the laws of Hong Kong or that do not constitute an offer to the public within the meaning of that Ordinance. No invitation, advertisement or document relating to the Notes may be issued, whether in Hong Kong or elsewhere, that is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Notes that are intended to be disposed of only to persons outside Hong Kong or only to professional investors, as defined under the SFC and any rule made thereunder.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act and are subject to the Special Taxation Measures Act. The Notes may not be offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and governmental guidelines of Japan. In addition, the Notes are not, as part of the initial distribution by the Joint Lead Managers, to be directly or indirectly offered or sold in Japan or to, or for the benefit of, (i) any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan but excluding certain financial institutions defined in Article 6, paragraph 9 of the Special Taxation Measures Act and any other excluded category of persons, corporations or other entities under the Special Taxation Measures Act), or (ii) any individual non-resident of Japan or non-Japanese corporation that in either case is a specially-related person of the Company, or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or specially-related person of the Company.

Switzerland

This Offering Memorandum is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Offering Memorandum nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations and neither this Offering Memorandum nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

The People's Republic of China

This Offering Memorandum does not constitute a public offer of the Notes, whether by sale of by subscription, in the People's Republic of China. The Notes will not be offered or sold within the People's Republic of China by means of this Offering Memorandum or any other document.

LEGAL MATTERS

The validity of the Notes and certain other legal matters are being passed upon for the Company by Linklaters Singapore Pte. Ltd. with respect to matters of U.S. federal securities law and English law and Cyril Amarchand Mangaldas with respect to matters of Indian law. Certain legal matters will be passed upon for the Joint Lead Managers by Milbank LLP with respect to matters of U.S. federal securities law and English law and Khaitan & Co. with respect to matters of Indian law.

INDEPENDENT AUDITORS

The annual audited consolidated and standalone financial statements of the Group and the Company as at and for the years ended March 31, 2019, 2020 and 2021 have been audited by S R B C & CO LLP, Chartered Accountants, as set forth in their audit reports included herein. The unaudited condensed consolidated and standalone interim financial statements of the Group and the Company as at and for the three months ended June 30, 2020 and 2021 have been reviewed by S R B C & CO LLP, Chartered Accountants, as set forth in their review report included therein. The statutory auditor of the Company is S R B C & CO LLP.

GENERAL INFORMATION

1. The issue of the Notes has been authorized by resolutions of the board of directors of the Company dated January 22, 2021.

2. DB Trustees (Hong Kong) Limited has given its consent to act as the Trustee and for its name to be included in all subsequent periodical communication to be sent to the Noteholders.

3. Save as disclosed in this Offering Memorandum, there are no, nor have there been any, litigation or arbitration proceedings, including those which are pending or threatened, of which we are aware, which may have, or have had during the 12 months prior to the date of this Offering Memorandum, a material adverse effect on our financial position.

4. Save as disclosed in this Offering Memorandum, there has been no material change in our financial or trading position since June 30, 2021 and, since such date, save as disclosed in this Offering Memorandum, there has been no material adverse change in our financial position or prospects.

5. Copies of the following documents, all of which are published in English, will be made available upon prior written request and satisfactory proof of holding and identity during normal business hours (being 9:00 a.m. to 3:00 p.m. Monday to Friday except for public holidays) from the Paying Agent after the date of this Offering Memorandum for so long as any of the Notes remains outstanding:

   (a) the Trust Deeds; and

   (b) the Agency Agreements.

6. We expect that the Global Notes will be accepted for clearance through the facilities of DTC and its direct and indirect participants, including Clearstream and Euroclear, on September 23, 2021.

   The CUSIP, ISIN and Common Code numbers for the Series 1 Notes are as follows:

	Rule 144A Notes	**Regulation S Notes**
CUSIP	46635UAC3	Y44680RV3
ISIN	US46635UAC36	USY44680RV38
Common Code	238642884	238642892

   The CUSIP, ISIN and Common Code numbers for the Series 2 Notes are as follows:

	Rule 144A Notes	**Regulation S Notes**
CUSIP	46635UAD1	Y44680RW1
ISIN	US46635UAD19	USY44680RW11
Common Code	238642906	238642914

7. Listing of the Notes:

Approval in-principle has been received from the SGX-ST for listing of and quotation for the Notes on the Official List of the SGX-ST. The Notes will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

For so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, we will appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that a global note representing such Notes is exchanged for Notes in definitive form. In addition, in the event that a global note is exchanged for Notes in definitive form, an announcement of such exchange shall be made by or on behalf of the Company through the SGX-ST and such announcement will include all material information with respect to the delivery of the Notes in definitive form, including details of the paying agent in Singapore.

Our Legal Entity Identifier is 335800EK6HZSC4CAJ09.

INDEX TO FINANCIAL STATEMENTS

APPENDIX 1 – SLB FRAMEWORK

*This Sustainability-Linked Bond Framework has been prepared by the Company, and DNV GL Business Assurance India Private Limited, India has issued a so-called second-party opinion (the "**Sustainability-Linked Bond Second-party Opinion**") confirming the alignment of the Sustainability-Linked Bond Framework and/or the Notes with the Sustainability-Linked Bond Principles (the "**Sustainability-Linked Bond Principles**") administered by the International Capital Market Association and analyzing the Sustainability Performance Target. None of the Joint Lead Managers makes any representation or warranty, express or implied, concerning any information in the Sustainability-Linked Bond Framework, and nothing contained in the Sustainability-Linked Bond Framework is, or shall be relied upon as, a promise or representation, from the Joint Lead Managers.*

JSW Steel

Sustainability-Linked Bond Framework

June 2021

Contents

1. Introduction

1.1 Background

JSW Steel is India's leading integrated steel manufacturer and the flagship company of the JSW Group, which has diversified interests across core industries that support India's infrastructure growth. With the largest product portfolio in steel, we are also India's largest steel exporter, shipping to over 100 countries across five continents.

As one of India's leading steel companies, we recognize our role in contributing to the economic development and support building modern infrastructure of India, while also placing sustainability at the core of our corporate strategy and striving to be a force for good through a responsible business conduct that enhances the lives of communities and nurtures the environment.

1.2 Our commitment to sustainability

Steel is deemed a resource-intensive sector and sustainable operations are highly relevant for steelmakers globally, demanding an efficient business response. The process of steelmaking involves complex activities that require heavy energy utilization and effective waste and emissions management. As a large-scale steelmaker, we are mindful of the impact our operations have on the environment and attempt to minimize our environmental footprint throughout our integrated operations.

At JSW, we have developed a *Sustainability Vision*[1] that guides our social, ethical and environmental responsibilities. Our Vision is that; We are able, both now and in the future, to demonstrably contribute in a socially, ethically and environmentally responsible way to the development of a society where the needs of all are met, and to do so in a manner that does not compromise the ability of those that come after use to meet the needs of their own, future generation.

Our commitment of demonstrating fulfillment of our Sustainability Vision emanates from our *Sustainability Strategy,* based on seven key elements:

- **Leadership:** Throughout our organization, we provide our leaders with the skills and knowledge that will systematically enable them to oversee the implementation of our Sustainability Strategy and then ensure that it remains operational and effective.
- **Stakeholder engagement:** Each part of our business is regularly required to identify and subsequently engage with a wide range of people and organizations who have an interest in our activities – our stakeholders – with the aim to gain an understanding of the varied needs and expectations they may have from us and accordingly build our strategy to fulfil these.
- **Communication:** Frequent and effective communication, both within our business and with our stakeholders, is seen as critical to ensure that everyone understands our Vision, our Strategy, and their role in making these things happen.
- **Planning:** Each of our sites are required to gain a thorough understanding of which and to what extent a particular sustainability issue affects them, guiding each site to develop an appropriate approach to manage these relevant issues.
- **Improvement:** Our Strategy requires our sites to explore all the potential opportunities for improvement, which may come in a variety of forms such as improving efficiencies or reducing wastes; it may also be improvements in how we operate, in our processes; it could be improvements in our products or in how we work with our suppliers.
- **Monitoring:** Our Strategy places significant emphasis on identifying, from site to Group, the key performance measures through which we, and our stakeholders, can monitor our progress.
- **Reporting:** Sharing information on our performance, either at a local site level or using international standards such as the Global Reporting Initiative (GRI) and International Integrated Reporting <IR> framework published by the International Integrated Reporting Council (IIRC), is seen as key in fulfilling our commitment to "demonstrably contribute".

[1] https://www.jsw.in/sustainability/sustainability-about-us-overview

We ensure that our Sustainability Strategy is implemented consistently throughout our business and will continue to operate effectively at all our operations. To this effect, we are developing a *Sustainability Framework*, in 2020, that takes into consideration the key principles of various fundamental national and international guidelines and frameworks, such as,

- National Guidelines on Responsible Business Conduct (NGRBC) Principles
- United Nations Sustainable Development Goals (UN SDGs)
- International Finance Corporation (IFC) Performance Standards
- Organisation for Economic Co-operation and Development (OECD) Guidelines
- United Nations Guiding Principles (UNGP) on Business and Human Rights
- International Organization for Standardization (ISO) International Standards on Environment, Energy and Social Responsibility
- Principles of United Nations Global Compact (UNGC).

We determined our focus areas by reviewing our existing set of sustainability policies. We examined globally relevant guidelines and frameworks that can apply to our operations and took into account the relevant requirements as applicable to our operations while formulating the policies. This ensures that we stay updated with the needs of a dynamic world and are aligned to making it a better place for everyone.

These focus areas have been identified after studying the magnitude of impact and the level of contribution we make to each one of them. All our sustainability interventions broadly fall under these 17 focus areas and are managed and governed through the Sustainability Framework.

- On the input side, we maintain a sharp focus on our digital and sustainable mining initiatives as well as achieving logistical excellence to effect sustainable sourcing and resource conservation, adhering to or exceeding compliance on all grounds.

- We continue to adopt Best Available Technologies (BATs) within our operations as we endeavor to achieve best available standards of material and energy efficiency. We emphasize on recover waste heat for use in the process.

- We also aim to maintain appropriate degree of product stewardship and transparency in our product related disclosures. As we stand today, our Hot Rolled Coils (HRC) and Cold Rolled Closed Annealed (CRCA) products have received Environment Product Declarations (EPD) and we will continue to progressively institute EPD to all our finished as well as intermediate products, complying with EN 15804 and ISO 14025 standards.

- Our approach to circular economy has set new industry benchmarks with slag being converted into raw material for cement manufacturing, sand making and road building. With such initiatives and novel applications under our 'Waste to Wealth' ideology for waste material, we constantly challenge ourselves to achieve better circularity in our operations.

The reflection of the progress we make in integrating sustainability into our operations and business is demonstrated by the recognitions we get. JSW Steel is positioned under the *Leadership Band (A-) in the CDP Ratings 2020* and featured under *S&P Global's Dow Jones Sustainability Yearbook 2020*. We have been recognized as "*Sustainability Champion"* since three consecutive years (2018, 2019, 2020) by the World Steel Association (worldsteel).

JSW Steel endorsed the Declaration of the Private Sector on Climate Change by Government of India on 5th November 2020 that demonstrates our leadership and resolve as the leading steel producer of the country in formulating a strong and effective climate change response to help combat climate change with benefits for the present and future generations.

2. Rationale for establishing a Sustainability-Linked Bond (SLB) Framework

We recognize the role that finance can play in supporting the transition to a low-carbon economy, particularly for industries such as the steel sector that have a key role to play in economic and social development, yet historically have been highly carbon-intensive.

As such, we have chosen to develop this Sustainability-Linked Bond Framework (the "Framework") to link our funding with our sustainability objectives and leverage ambitious timelines to achieve an improved sustainability performance that is relevant, core and material to both our business and the wider sector we operate in.

Our Framework provides a high-level approach to prospective Sustainability-Linked Bond issuances and investors should refer to relevant documentation for any securities transactions for additional details.

3. JSW Sustainability-Linked Bond Framework

This Sustainability-Linked Bond Framework has been developed in alignment with the Sustainability-linked Bond Principles ("SLBPs") released and administered by the International Capital Market Association (ICMA) in June 2020. This Framework follows the five key components of the SLBPs:

1 Selection of Key Performance Indicator (KPI)
2 Calibration of Sustainability Performance Target (SPT)
3 Bond characteristics
4 Reporting
5 Verification

DNV has provided a Second Party Opinion on the Framework to confirm its alignment with the above Principles. This Second Party Opinion will be made publicly available alongside the Framework on our website.

3.1 Selection of Key Performance Indicator (KPI)

KPI: CO_2 emissions intensity, calculated as tonnes CO_2 per tonne of crude steel produced (tCO_2/tcs) (Scopes 1 and 2)

Climate change has emerged as one of the paramount perils of the 21st century. The Paris Agreement and India's resulting Intended Nationally Determined Contributions (INDC) assume particular importance in this context, driving calls for active decarbonisation for industries such as the steel sector that have historically contributed to large-scale carbon emissions.

Particularly in India, where iron and steel demand is expected to grow significantly by 2050, it is essential that Indian steel manufacturers such as ourselves innovate and transition towards a pathway of deep decarbonisation. As one of the premier players in the Indian steel industry, we consider it our responsibility to proactively consider and manage the challenges arising out of climate change.

We also view the need to innovate and improve our environmental and carbon footprint as key not just to achieving an environmentally sustainable footprint, but also to an economically sustainable and viable business model that allows us to maintain and develop our strategic position in the future.

Given these growth expectations for domestic demand in the Indian context, we therefore view emissions intensity as a particularly relevant and material metric that captures the need to balance our role in supporting the economic and social development of India with the imperative of improving our carbon footprint.

Our historic absolute GHG emissions across Scope 1 and 2, as well as the GHG emissions intensity, across our three integrated steel plants are provided in the table below. These three steel plants, JSW Steel Vijayanagar Works, JSW Steel Dolvi Works, and JSW Steel Salem Works, comprise 100% of our crude steel production and are therefore the basis of our data collection and emissions intensity targets. Together, Scope 1 and Scope 2 emissions account for around 99% of the total emissions of the company.

Between FY2019 and FY2020, we have managed to reduce our CO_2 emissions intensity by 8.4%, and have set ambitious targets to achieve further reductions over the next decade.

	FY2016	FY2017	FY2018	FY2019	FY2020
Scope 1 & 2 GHG emissions (‘000 tCO_2e)	32,101	38,496	42,153	45,848	40,522
% change YoY	-	*19.9%*	*9.5%*	*8.8%*	*-11.6%*
GHG emissions intensity (tCO_2/tcs)	2.56	2.44	2.59	2.75	2.52
% change YoY	-	*-4.7%*	*6.1%*	*6.2%*	*-8.4%*

We conduct annual Independent Assurance on our Sustainability disclosures, including GHG emissions. The performance criteria applied developing such assurance is derived from various international guidelines and frameworks, such as the International Integrated Reporting Council’s Framework (IIRF), Global Reporting Initiative (GRI) Standards in accordance- Core option, and World Steel Association’s (WSA) environmental performance indicator for CO_2 emissions.

The assurance of GHG Emissions is conducted in accordance with ‘Limited Assurance’ procedures as per International Federation of Accountants’ (IFAC) International Standards on Assurance Engagements (ISAE) 3410, Assurance Engagements on GHG Statements.

The standards used for reporting GHG emissions for the integrated steel operations covers various GRI Standards- 305-1, 305-2, and 305-4.

The calculation methodology used for quantification of GHG emissions follows WSA’s CO_2 data collection user guide (latest version at the time of disclosure used).

3.2 Calibration of Sustainability Performance Target (SPT)

SPT: CO_2 emissions intensity reduction to equal or less than 1.95 tonnes CO_2 per tonne of crude steel produced (tCO_2/tcs), equivalent to a reduction of 23% from a 2020 baseline, by 2030

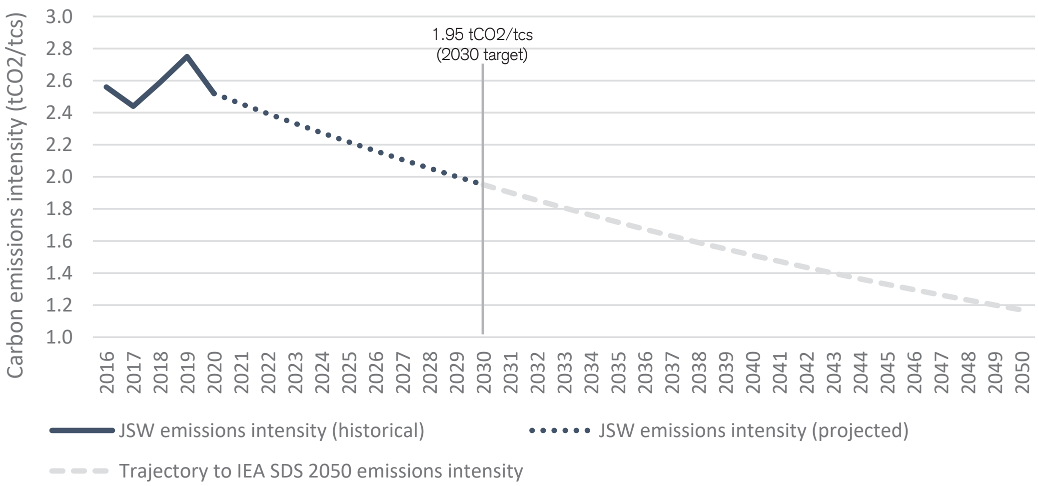
In 2017, as part of its Intended Nationally Determined Contributions (INDC), India’s Ministry of Steel included in its National Steel Policy specific reduction targets of GHG emissions in the iron and steel sector to a level of 2.2–2.4 tonnes per tonne of crude steel in the BF-BOF route and 2.6–2.7 tonnes per tonne of crude steel in the DRI-EAF route by 2030. Recognizing our role as one of the leading steel producers in India, we have set ourselves the target of reducing our CO_2 emissions intensity by 2030 to 1.95 tCO_2/tcs, significantly exceeding the Ministry of Steel’s targets under the Paris Agreement.

Compared to India's wider commitment under the Paris Agreement to reduce the emissions intensity of its GDP by 33-35% between 2005 and 2030, our 1.95 tCO_2/tcs target also significantly exceeds this ambition and represents a 42% emissions intensity reduction over the same timeframe, given our 3.39 tCO_2/tcs emissions intensity in FY2005. Against our most recently reported figure of 2.52 tCO_2/tcs in FY2019-2020, we are targeting a 23% emissions intensity reduction.

Our 1.95 tCO_2/tcs target is derived from the International Energy Agency's (IEA) Iron and Steel Technology Roadmap, published in 2020[2]. This roadmap sets out a Sustainable Development Scenario (SDS) that details ambitious emissions reduction pathways for both the global and the Indian iron and steel sector, targeting net-zero emissions for the energy system by 2070. The SDS aligns to the Paris Agreement in aiming to hold the increase in the global average temperature to well below 2 degrees Celsius above pre-industrial levels, and in pursuing efforts to limit the temperature increase to 1.5 degrees Celsius above pre-industrial levels.

Under the SDS, the sectoral direct emission intensity of crude steel production in India needs to fall over 60% by 2050 on the path to net zero in 2070. Our 2030 target is based on following the trajectory needed to reach a derived emissions intensity of 1.17 tCO_2/tcs[3] by 2050 taking account of both the direct (Scope1) and indirect energy (Scope 2) emissions, representing a 2.52% reverse CAGR from our FY2020 benchmark.

JSW Steel 2030 target for carbon emissions intensity



Achieving this target requires us to significantly adjust our production processes beyond a "business-as-usual" scenario by 2030. We aim to implement the following key initiatives to further reduce our emission intensity:

- Reduce steam coal consumption by utilizing >800MW of renewable energy in addition to use of by-product gases and waste heat recovery
- Improve raw material quality through iron ore beneficiation to >60% iron content, resulting in target reductions in both coke and anthracite coal utilization
- We are targeting an up to 10% increase in the use of scrap in steel making at select facilities
- Use of Natural Gas (NG) in Blast Furnaces (BFs) injection and in the Direct Reduced Iron (DRI) processes

[2] Available at: www.iea.org/reports/iron-and-steel-technology-roadmap

[3] 1.17 tCO_2/tcs is a derived expected emissions intensity figure by 2050 that includes Scopes 1 and 2 emissions. In the IEA's SDS, the direct emissions intensity for Indian steel (Scope 1) falls by 60% from 2.3 tCO_2/tcs today to 0.9 tCO_2/tcs in 2050, with an additional 75 Mt CO2 of indirect (Scope 2) emissions recorded in 2019. Using the IEA's recorded annual output of crude steel in India of 111 Mt, the combined Scope 1 and 2 emissions intensity for 2019 can thus be calculated as 2.98 tCO_2/tcs, with a 61% reduction from this level by 2030 resulting in a target level of 1.17 tCO_2/tcs.

- Continued Implementation of Best Available Technologies (BATs), including waste heat recovery and by-product gas based power generation
- Various Improvements in process and energy efficiency based on the worldsteel 'step up' global benchmarking process.

Through these key initiatives, we believe we can fulfil our emissions intensity target by 2030. For comparison, continuing on our current trajectory without implementing these changes would result in an estimated emissions intensity of 2.518 tCO_2/tcs by 2030. Currently, we plan to double the capacity from our existing integrated iron and steel facilities from 18 MPTA in FY2020 to ~36 MTPA by 2030, in line with the projected doubling of Indian steel production under the IEA's Stated Policies Scenario (SPS)[4]. Taking into account the required energy efficiency improvement expected through the Government of India's Perform, Achieve, Trade (PAT) scheme alongside this capacity expansion, a marginal reduction in emissions intensity to 2.518 tCO_2/tcs is expected under a "business-as-usual" scenario taking account of the current regulatory requirements (Stated Policy Scenario i.e STEPS).

3.3 Bond characteristics

We will tie our performance with respect to the KPI to the financial structure of any Sustainability-Linked Bond(s) issued in reference to this Framework. Specifically, this will comprise a sustainability-linked feature that will result in a coupon adjustment if our performance does not achieve the SPT.

The proceeds of our Sustainability-Linked instruments will be used for general corporate purposes, unless otherwise specified in the relevant transaction documentation.

The relevant step-up margin amount and reference date for the chosen SPTs will be specified in the relevant documentation of the specific transaction (e.g. the Final Terms of the relevant Sustainability-Linked Bond).

3.4 Reporting

We will disclose the progress made on the KPI and SPT at least once a year and in any case for any date or period relevant for assessing the trigger of the SPT performance. This will be made publicly available either in our annual reporting or as a separate document readily accessible on our website.

The reporting will also include an explanation of any methodologies and supporting documentation used to derive the performance figures against the SPT, as well as, where relevant and/or possible, an assessment of the positive impacts resulting from the progress against the SPT.

3.5 Verification

Pre-issuance:

We have engaged DNV as an independent external reviewer to provide a Second Party Opinion and confirm the alignment of this Framework with the SLBP principles outlined above. For any material changes to the Framework, including an alignment to any updated versions of the SLBP as and when such versions are published by ICMA, we will seek an another Second Party Opinion.

The Second Party Opinion will be made publicly available alongside this Framework on our website.

Post-issuance:

For any Sustainability-Linked Bond(s) issued in relation to this Framework, we will seek external verification on the performance against the selected KPIs by a qualified external reviewer, at least

[4] As outlined in the IEA's Iron and Steel Technology Roadmap, available at: www.iea.org/reports/iron-and-steel-technology-roadmap

once a year. The resulting verification report will be published alongside the reporting outlined in Section 3.4.

Axis Bank has engaged DNV GL Business Assurance India Private Limited, India to provide an external review on its Sustainable Financing Framework.

The opinion from the external reviewer will be available on our website.

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