

Annex-VA
Format of Security Cover Certificate

Column A	Column B	Column C ⁱ	Column D ⁱⁱ	Column E ⁱⁱⁱ	Column F ^{iv}	Column G ^v	Column H ^{vi}	Column I ^{vii}	Column J	Column K	Column L	Column M	Column N	Column O
Particulars	Description of asset for which this certificate relate	Exclusive Charge	Exclusive Charge	Pari-Passu Charge	Pari-Passu Charge	Pari-Passu Charge	Assets not offered as Security	Elimination (amount in negative)	(Total C to H)	Related to only those items covered by this certificate				
		Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by Pari-passu debt holder (includes debt for which this certificate is issued & other debt with pari-passu charge)	Other assets on which there is pari-passu charge (excluding items covered in column F)	debt amount considered more than once (due to exclusive plus, pari-passu charge)	Market Value for Assets charged on Exclusive basis	Carrying /book value for exclusive charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA, market value is not applicable)	Market Value for Pari-passu charge Assets ^{viii}	Carrying value/book value for pari-passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA, market value is not applicable)	Total Value(=K+L+M+N)		
		Book Value	Book Value	Yes/ No	Book Value	Book Value								
ASSETS														
Property, Plant and Equipment														
Capital Work-in Progress														
Right of Use Assets														
Goodwill														
Intangible Assets														



Intangible Assets under Development														
Investments														
Loans														
Inventories														
Trade Receivables														
Cash and Cash Equivalents														
Bank Balances other than Cash and Cash Equivalents														
Others														
Total														
LIABILITIE S														
Debt securities to which this certificate pertains														
Other debt sharing pari-passu charge with above debt														



Other Debt		not to be filled												
Subordinated debt														
Borrowings														
Bank														
Debt Securities														
Others														
Trade payables														
Lease Liabilities														
Provisions														
Others														
Total														
Cover on Book Value														
Cover on Market Value ^{ix}														
		Exclusive Security Cover Ratio			Pari-Passu Security Cover Ratio									

- i. This column shall include book value of assets having exclusive charge and outstanding book value of debt for which this certificate is issued.
- ii. This column shall include book value of assets having exclusive charge and outstanding book value of all corresponding debt other than column C.
- iii. This column shall include debt for which this certificate is issued having any pari-passu charge - Mention Yes, else No.
- iv. This column shall include a) book value of assets having pari-passu charge b) outstanding book value of debt for which this certificate is issued and c). other debt sharing pari-passu charge along with debt for which certificate is issued.
- v. This column shall include book value of all other assets having pari-passu charge and outstanding book value of corresponding debt.
- vi. This column shall include all those assets which are not charged and shall include all unsecured borrowings including subordinated debt and shall include only those assets which are paid-for.
- vii. In order to match the liability amount with financials, it is necessary to eliminate the debt which has been counted more than once (included under exclusive charge column as also under pari-passu). On the assets side, there shall not be elimination as there is no overlap.
- viii. Assets which are considered at Market Value like Land, Building, Residential/ Commercial Real Estate to be stated at Market Value. Other assets having charge to be stated at book value/Carrying Value.
- ix. The market value shall be calculated as per the total value of assets mentioned in Column O.



Chapter VI: Periodical/ Continuous Monitoring by Debenture Trustee¹³

A Debenture Trustee shall undertake independent periodical assessment of compliance with covenants or terms of the issue of listed debt securities.

1. Monitoring of security created/ assets on which charge is created

1.1. Chapter II of this operational circular has prescribed the manner in which Debenture Trustees shall carry out due diligence for creation of security at the time of issuance of debt securities. As required under Regulation 15(1)(s) & 15(1)(t) of the DT Regulations, Debenture Trustee shall carry out due diligence on continuous basis.

1.2. Towards this, the issuer and the Debenture Trustee shall ensure that the terms and conditions relating to periodical monitoring are incorporated in the debenture trust deed¹⁴. These terms and conditions shall, *inter-alia*, entail that the Issuer shall provide relevant documents/ information within a considerable timeline so as to enable the Debenture Trustee shall submit the following reports/ certification to Stock Exchange within the timelines specified:

Reports/Certificate	Periodicity
Security cover Certificate (in the format as specified in Annex-III A to this operational circular)	Quarterly basis within 75 days from end of each quarter except last quarter when submission is to be made within 90 days.
A statement of value of pledged securities	
A statement of value for Debt Service Reserve Account or any other form of security offered	
Net worth certificate of guarantor in case debt securities are secured by way of personal guarantee)	Half yearly basis within 75 days from end of each half-year.
Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor(secured by way of corporate guarantee)	Annual basis within 75 days from end of each financial year.
Valuation report and title search report for the immovable/movable assets, as applicable.	once in three years within 75 days from the end of the financial year.

¹³ SEBI/HO/MIRSD/CRADT/CIR/P/2020/230 dated November 12, 2020

¹⁴ For existing debt securities as on November 12, 2020 vide circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/230, listed entities and debenture trustee(s) were given 120 days to enter into supplemental/amended debenture trust deed incorporating the changes in the debenture trust deed



1.3. Further, in case of pari-passu charge, wherein multiple Debenture Trustees are holding charge over the same assets, a lead Debenture Trustee may be decided amongst the Debenture Trustees based upon the amount of the charge each Debenture Trustees holds and accordingly the exercise of carrying out the valuation and preparation of the valuation report may be carried out by the lead Debenture Trustees.

2. Monitoring of covenants¹⁵

2.1. On a quarterly basis, the Issuer shall furnish to the Debenture Trustee the compliance status with respect to financial covenants of the listed debt securities which shall be certified by the statutory auditor of the Issuer.

2.2. Regulation 15(f) of the DT Regulations mandates the Debenture Trustee to monitor the breach of covenants. In order to ensure effective monitoring, a Debenture Trustee shall:

- a) Establish board approved internal policies with respect to proactive and effective monitoring of breach of covenants and such policy shall inter-alia include:
 - i. procedure of monitoring of breach of covenants; and
 - ii. clearly defined role and responsibilities of the employees engaged in the process of monitoring of breach of covenants including delegation of authority with respect to the process of monitoring of breach of covenants.
- b) Formulate the category wise list of covenants applicable to the particular issuance defining the frequency of each covenant to be monitored viz. continuous, quarterly, half-yearly, annual etc. The covenants may be categorized as financial covenants, affirmative covenants, negative covenants etc. A guidance notes for the list of covenants prepared in consultation with Debenture Trustees is enclosed as **Annex-VIA**.
- c) Initiate action in case of breach of covenants viz. accelerated payment, borrowing restriction, not to declare dividend before payment, declaration of event of default, etc. in accordance with the terms of issue/ Offer Document/ Debenture Trust Deed.
- d) Independently monitor any breach of covenants from continuous monitoring of any public disclosure on Stock Exchange, company filings, news articles in electronic/ print media or any information available in public domain apart from periodical information/ documents submitted by the issuer.

¹⁵ SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022



- e) Furnish a status report on its website and to the Stock Exchange for further dissemination on a quarterly basis. Such status report shall contain the covenants breached in the preceding quarter and the actions taken by the Debenture Trustee for the same as per the format prescribed under Chapter XX of this operational circular.

3. Disclosures by Debenture Trustee¹⁶:

3.1. In order to enhance transparency with respect to the no-objection certificate (NOC)/ no-dues certificate/ consent/ permission (by whatever name called) issued by the Debenture Trustee, it shall make the following disclosures to the Stock Exchange:

- a) No-objection Certificate (NOC)/ no-dues certificate/ consent/ permission (by whatever name called) issued by Debenture Trustee to the Issuer in terms of contractual obligations arising out of offer document/ debenture trust deed or any other transaction document related to debt securities, including the consent/ NOC for further borrowing by issuer within two working days of issuance of such consent/ no-objection certificate; and
- b) Any breach of the minimum security cover within two working days of such breach.

¹⁶ SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022



Guidance note on list of Covenants

Sr. No.	Category	Sub-type (As applicable)	Covenant (As applicable)
1.	Accounts/ funds/ reserves maintained	<ul style="list-style-type: none"> • Debt Service Reserve amount • Interest Service Reserve Account • Major maintenance reserve • Escrow account/RERA account • Debenture Redemption Reserve • Debenture Reserve Fund • Recovery Expense Fund • Account details • Any other Fund/Account 	<ul style="list-style-type: none"> • Covenant as to amount to be maintained, manner of creation and/or funding of account, Date till required to be maintained or date on which to be created, manner of creation including period for renewal, replenishment, invocation (amount, date, period, etc.), manner of maintenance (ratio, percentage etc.), bank account number (if applicable) etc.
2.	Financial	<ul style="list-style-type: none"> • Debt Service Coverage Ratio (DSCR) • Interest cover • Net Debt to EBITDA • Gross Debt to EBITDA • Debt cap • Debt Equity ratio • Debt/Tangible Net Worth • Gross Non-Performing Assets • PAR 90 and write off • Net Non-Performing Assets/ Tangible Net Worth • Debt to Value Ratio • CAR (Capital Adequacy Ratio) (Tier I) • CAR) • Current Ratio • Dividend ratio (Dividend/PAT) • Liquidity • Asset liability mismatch • Any other ratio (state the ratio and define the formula) • Payment of Interest on due dates • Payment of principal on due dates 	<ul style="list-style-type: none"> • Covenant as to maintenance as a ratio or percentage of (state), Not less than/ Not exceeding x, Time Bucket etc.



3.	Affirmative	<ul style="list-style-type: none">• Security Cover as per terms of Issue• Title of Security/asset	<ul style="list-style-type: none">• Covenant as to Ratio or percentage, not less than, third party interest/title, rentals, negative lien, insurance, ROC and CERSAI filing etc.
4.	Affirmative or restrictive	<ul style="list-style-type: none">• Credit rating• Credit downgrade	<ul style="list-style-type: none">• Covenant as to minimum rating (Rating symbol), Standalone basis, consolidated, CE/SO rating, notch downgrade, etc.
5.	Negative	<ul style="list-style-type: none">• Purpose/end-use• Change in nature and conduct of business• Change in management• Fund raising/ borrowing/ encumbrance	<ul style="list-style-type: none">• Change in Key Managerial Personnel (KMP), Auditor, Board of Directors, shareholding, restriction with amount, date till which applicable, any change or restriction with specifics, modification of charge/ creation of further charge, indebtedness/further investment etc.
6.	Default	<ul style="list-style-type: none">• Default of principal or interest or both• Security creation default	<ul style="list-style-type: none">• Covenant as to extra interest payable, cure period allowed, investment allowed, additional infusion required etc.



Chapter VII: Disclosures on the website of a Debenture Trustee ¹⁷

1. Disclosure by Debenture Trustee on its website

The Debenture Trustee shall make the following disclosures on its website as specified below:

Disclosures	Periodicity	Format
Revision in Credit ratings	Continuous basis within T+1 day from receipt of information	Table 1 of Annex-VIIA
Status of payment of principal by the Issuer interest		Table 2 of Annex-VIIA
Monitoring of security cover certificate and Quarterly compliance report of the Issuer.	Quarterly basis within 75 days of end of each quarter except last quarter when submission is to be made within 90 days	Table 3 of Annex-VIIA
Details of Debenture issues handled by Debenture Trustee and their status	Half-yearly basis within 75 days of the end of each half-year	Table 4 of Annex-VIIA
Status of information regarding breach of covenants/terms of the issue, if any action taken by debenture trustee		Table 5 of Annex-VIIA
Complaints received by debenture trustee(s) including default cases		Table 6 of Annex-VIIA
Status regarding maintenance of accounts maintained under supervision of debenture trustee	Annual basis within 75 days of the end of the financial year	Table 7 of Annex-VIIA
Status of information regarding any default by the Issuer and action taken by debenture trustee		Table 8 of Annex-VIIA
Monitoring of Utilization Certificate		Table 3 of Annex-VIIA

¹⁷ SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 and SEBI/HO/MIRSD/CRADT/CIR/P/2020/230 dated November 12, 2020



2. Disclosure of compensation arrangement with clients by Debenture Trustee on its websites¹⁸

A Debenture Trustee shall disclose the nature of compensation arrangement with its clients on its website, including the minimum fee to be charged (in absolute terms or as a percentage of the issue size) and factors determining the same.

3. Calendar of interest/ redemptions, due and paid, to be displayed on the website of Debenture Trustee for the financial year

3.1. A Debenture Trustee shall display on its website the ISIN wise details of interest/ redemption due to the holders of listed debt securities in respect of all issues during a financial year within five working days of start of financial year.

3.2. A Debenture Trustee shall also update such details for any new issue of debt securities handled during the financial year within five days of closure of the Issue.

3.3. A Debenture Trustee shall also update the status of payment ISIN-wise against such issuers not later than one day from the due date. In case the payment is made with a delay by the issuer, Debenture Trustee shall update the calendar specifying the date of such payment, with a remark '*delayed payment*'.

¹⁸ SEBI/ HO/ MIRSD/ DOS3/CIR/P/2019/68 dated May 27, 2019

Annex-VIIA
1. Revision in Credit ratings

S. No.	Name of the Listed Entity	ISIN	Immediate Previous Credit Rating			Revised Credit Rating			
			Credit Rating	Date of Rating	Credit Rating Agency	Credit Rating	Credit Rating Agency	Date of Review	Hyperlink of the press releases by the Credit rating Agency

2. Status of payment of interest/principal by the listed entity

S.No.	Name of the listed entity	ISIN	Due Date of Payment of Interest/ Principal	Actual date of Payment of Interest/ Principal	Status of Payment (Default / Delayed / Non-Cooperation, No Information etc.)	Date of information given to Exchange by the debenture trustee	Date of information given to CRA by the debenture trustee	Details of action taken by debenture trustee, if any

3. Monitoring of Utilization Certificate and Security Cover

Name of the listed entity (including ISIN)	Issue Type (Public/ Privately placed listed)	Issue size (in ₹ crores)	Whether Secured/ Unsecured	Periodical status/performance reports/ Quarterly Compliance reports/ Financial statements submitted by the listed entity (Yes/No)	Utilization Certificate		Security cover Certificate				
					Date of receipt of the certificate	Delay (if any) & reasons (including follow up done by debenture trustee)	Security Cover Certificate provided by (debenture trustee/ statutory auditor/other pls specify)	Security cover ratio maintained	Date of Security cover certificate	Delay (if any in submission) & reasons (including follow up done by debenture trustee)	

4. Details of Debenture issues handled by debenture trustee and their status

Type	Debenture issues at end of last half year ended March / Sep 20...						Debenture issues accepted during half year ended March / Sep 20...						Debenture issues fully redeemed during half year ended March / Sep 20...						Debenture issues outstanding as on last day of half year ended March / Sep 20...						Cumulating issues handled up to the half year ended March / Sep 20...			
	Secured		Unsecured		Total		Secured		Unsecured		Total		Secured		Unsecured		Total		Secured		Unsecured		Total		No.	Amt.		
	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.				
Public																												
Rights																												
Privately Placed Listed																												
Total																												

5. Status of information regarding breach of covenants/terms of the issue, if any action taken by debenture trustee

S. No.	Name of the Listed Entity (ISIN)	Covenants / terms of issue (if any) breached during the quarter	Security to be enforced due to breach of covenant/terms of issue including any revised due date (if any)	Date of actual breach	Date of detecting the breach by the debenture trustee	Date of intimation given to debenture holders, stock exchanges, SEBI, etc. (if applicable)	Delay if any (in no. of days)		Reasons for the delay	Further action taken, if any
							In detecting the breach	In intimation		

6. Complaints received by Debenture Trustee including default cases

No. of pending Complaints at the end of last half year	No. of complaints received during the half year	No. of complaints resolved during the half year (within 30 days)	No. of complaints pending at the end of half year (for more than 30 days)	Nature of the Complaint(s)			Steps taken to resolve the pending complaints	Remarks, if any
				Delay in other payment of interest redemption	Delay in payment	Any		

7. Status regarding maintenance of accounts maintained under supervision of Debenture Trustee
a. Debenture Redemption Reserve/Debenture Redemption/ maintenance of funds as per Companies (Share Capital and Debentures) Rules, 2014

S.No.	Name of the Listed Entity	Issue Type (Public/ Privately placed listed)	Type of entity (NBFC/ HFC/FI/ Other)	Issue Size (in ₹ crores)	ISIN (that is maturing in the current FY)	Amount outstanding	Status of maintenance of DRR (15%/ 10% of the amount maturing in the year, applicable as per Companies (Share Capital and Debentures) Rules, 2014)	Details of action taken, if any

b. Recovery expense fund

S.No.	Name of the Listed Entity (including ISINs)	Type of Issue (Public/ Privately Placed)	Issue Size (in ₹ crores)	Size/ Value of recovery fund maintained	Any addition in the Recovery Expense fund during the quarter	Details of usage of the funds, if any, during the quarter	Additional remarks

c. **Accounts/ funds to be maintained in case of Municipal Debt Securities**

S.No.	Name of the Listed Entity	Type of Issue (Public/ Privately Placed)	Issue Size (in ₹ crores)	Size/ Value of Fund/account maintained			Action taken by debenture trustee, if any (in case of shortfall etc.)
				No lien escrow account	Interest payment account	Sinking fund account	

8. **Status of information regarding any default by listed entity and action taken by Debenture Trustee**

Name of the listed entity (including ISIN)	Issue Type (Public/ Privately placed listed)	Issue size (in ₹ crores)	Secured / Unsecured	Default of interest/ redemption amount (Yes/ No) along with the amount outstanding	Year of default (1 st / 2 nd / 3 rd / ..)	Date of intimating/ sending notice to the debenture holders	Result of the voting (receipt of consents), if applicable			Date of convening the meeting of debenture holders	Date of enforcement of security (Filing with DRT/NCLT as applicable)	Date and details of any other actions (Appointment of nominee director, joining ICA, etc.)	Date of conclusion of recovery proceedings
							Negative consent for enforcement of security	Positive consent for signing the ICA	Other consents, if any				



Chapter VIII: Provisions relating Debenture Trust Deed, Sharing and Dissemination of Information by Debenture Trustee

1. Contents of Debenture Trust Deed¹⁹

Certain clauses that are included in the trust deed, limit or extinguish the obligations of Debenture Trustee in relation to any rights or interests of holders of debt securities or are in conflict with the provisions of the DT Regulations. Such clauses in the existing or new debenture trust deed shall not be applicable and shall stand null and void.

2. Sharing of information regarding Issuer between Debenture Trustees and CRAs²⁰

2.1. DT Regulations require the Debenture Trustees to share information regarding the Issuers that are their clients, with CRAs. The purpose of the said requirement is to enable CRAs to perform their obligations effectively.

2.2. Towards this, Debenture Trustees and CRAs shall share information including but not limited to, as specified in **Annex-VIII A**, in respect of issues/ issuers which would help them in effective discharge of their duties.

2.3. Debenture Trustees and CRAs shall assign designated email addresses for sending and receiving such information and ensure appropriate action, if any, based on the information received.

3. Monitoring of payment of Interest/ repayment of Principal and sharing of such information with CRAs by Debenture Trustees²¹

3.1. Debenture Trustee shall have adequate systems to ascertain the status of payment of interest/ repayment of principal by the Issuer on due dates in timely manner and efficiently share such information with the CRAs which shall include the following:

3.1.1. The Debenture Trustee shall, at least seven days prior to the due date of payment of interest/ repayment of principal, seek ISIN-wise information from Issuers regarding the status of payment of interest/ repayment of principal on or before the due date. While seeking such information, the Debenture Trustee shall also intimate to CRAs.

3.1.2. If the Issuer confirms the status of such payment/ repayment or where no information is received from the Issuer on or before the due date, the

¹⁹ Circular No. CIR/MIRSD/25/2011 dated December 19, 2011;

²⁰ Circular CIR/MIRSD/3/2013 dated March 15, 2013;

²¹ SEBI/HO/MIRSD/MIRSD3/CIR/P/2017/ 72 dated June 30, 2017

Debenture Trustee shall accordingly provide ISIN-wise information to the CRAs latest by one day after such due date which shall state the following:

- a) Information about payment made on or before the due date or;
- b) Information about delay/ default in payment or;
- c) No information forthcoming from the Issuer on the payment status.

3.1.3. In cases where the CRAs have been informed as per point no. 3.1.2 above that no information is forthcoming from the Issuer on the payment/ repayment status, the Debenture Trustee shall update the payment/ repayment status to CRAs as and when any such information is available with the Debenture Trustee.

3.2. The Debenture Trustee shall also ascertain the status of payment/ repayment by the Issuer on the due dates from various independent sources available at its disposal which, *inter alia*, include the websites of Stock Exchanges, holders of listed debt securities and quarterly reports submitted by Issuer.

3.3. The Debenture Trustee in its communication to the Issuer as mentioned in point no. 3.1.1 above shall inform that non-furnishing of information regarding status of payment/ repayment by due date or non-disclosure of information with respect to timely payment by the Issuer on Stock Exchange website may be considered as suppression of material information and may attract provisions of Section 12A of the Securities and Exchange Board of India Act, 1992 and SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.

3.4. If no information regarding payment/ repayment by the Issuer is received by the Debenture Trustee by due date or such information is not disclosed by the Issuer on the Stock Exchange website, then, the Debenture Trustee shall make reference to SEBI accordingly and disclose the non-availability of such information on its website. Failure to make such reference to SEBI and non-disclosure on the website shall be considered as aiding and abetting the Issuer in suppression of material information and may attract provisions of Section 12A of the Securities and Exchange Board of India Act, 1992 and SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.

4. Dissemination of Information on Listed Debt Securities²²

The Debenture Trustee shall disclose the information to the holders of debt securities and the general public by issuing a press release regarding default by Issuer to pay interest on listed debt securities or redemption amount, failure to create a charge on the assets and revision of rating assigned to the listed debt

²² SEBI/HO/MIRSD/MIRSD3/CIR/P/2017/ 72 dated June 30, 2017



securities. Further, such information shall also be placed on the website of the Debenture Trustee, the issuer and the stock exchanges. It is clarified that such actions shall be taken by the Debenture Trustee promptly and in any case not later than next day of the occurrence of such events.



Sharing of information between Debenture Trustees and Credit Rating Agencies

1. Information from Credit Rating Agencies to Debenture Trustees

- a) Rating assigned/revised for debt securities along with the rationale for the same.
- b) Press release, outstanding ratings etc. in respect of debt securities.
- c) Non-cooperation by the issuers with respect to sharing necessary information for monitoring the credit quality of the rated instrument with Credit Rating Agencies.
- d) Press release and separate communication to Debenture Trustee on withdrawal of rating post redemption of entire amount due towards.

2. Information from Debenture Trustees to Credit Rating Agencies

- a) Whether the asset in respect of which security has been created is free from any encumbrance and adequate to ensure security cover for the debt securities or if there is any breach of the terms of creation of the security. This information shall be shared on a half yearly basis.
- b) Funds transferred to Debenture Redemption Reserve (DRR), depletion of the DRR /invocation of guarantee which could affect the payment of debt obligations. This information shall be shared annually.
- c) Details of redemption of the issue.
- d) Any default committed including the default in payment of interest or redemption of debt or delay in creation of security.
- e) Any change or restructuring of the terms of the issue.
- f) Periodic reports from lead banks about the progress of the project for which funds have been raised through debentures and certificate from issuer's auditors in respect of utilization of funds.
- g) Details of grievances filed by debenture-holders and action taken to resolve them.
- h) Non-cooperation by the issuer with respect to furnishing required reports/ certificates/ information.

Information pertaining to points c to h shall be shared on receipt.



Chapter IX: Redress of Investors' Grievances

The primary obligation on resolution of complaints is that of the issuer. The dispute resolution mechanism administered by stock exchanges covers such listed companies and the holders of debt securities.

1. Investor Charter²³

- 1.1. In order to facilitate investor awareness about various activities where an investor has to deal with Debenture Trustees for availing various services, SEBI has developed an Investor Charter for Debenture Trustees, *inter-alia* detailing the services provided to Investors, timelines for various Debenture Trustee services provided, Rights and Obligations of Investors and Grievance Redress Mechanism.
- 1.2. In this regard, all the registered Debenture Trustees shall take necessary steps to bring the Investor Charter, as provided at '**Annex-IXA**' to the notice of investors by way of:
 - a) disseminating the Investor Charter on their websites/through e-mail;
 - b) displaying the Investor charter at prominent places in offices etc.
- 1.3. Trustee Association of India (TAI) shall also disseminate the Investor Charter on its website.
- 1.4. Additionally, in order to bring about transparency in the Investor Grievance Redress Mechanism, it has been decided that all the registered Debenture Trustees shall disclose on their respective websites, the data on complaints received against them or in respect of debt securities issues dealt by them and redress thereof, latest by seventh of the succeeding month, as per the format enclosed at **Annex-IXB** to this operational circular.

2. Exclusive e-mail ID to redress of Investor Complaints²⁴

In order to address the issue of having a direct and quicker forum for enabling investors to register their complaints expeditiously, a Debenture Trustee shall designate an e-mail ID of the grievance redress division/ compliance officer exclusively for the purpose of registering complaints by investors. It shall display the email ID and other relevant details prominently on its website and in the various materials/ pamphlets/ advertisement campaigns initiated by it for creating investor awareness.

²³ SEBI/HO/MIRSD/MIRSD_CRADT/P/CIR/2021/675 dated November 30, 2021

²⁴ MIRSD/DPS III/Cir-01/07 dated January 22, 2007



3. Redress of investor grievances through SEBI Complaints Redress System (SCORES) platform²⁵

- 3.1. The Debenture Trustee shall send its details, in the format specified in **Annex-IXC** to SEBI in hard copy and by email to scores@sebi.gov.in and obtain SCORES user id and password immediately within a period of one month from the date of registration. The email-id to be furnished by the Debenture Trustee for receiving SCORES user id and password from SEBI has to be preferably a corporate email id and necessarily a permanent one. Failure by any SEBI registered Debenture Trustees to obtain the SCORES user ID and password would not only be deemed as non-redress of investor grievances but also indicate willful avoidance of the same.
- 3.2. The Debenture Trustee shall submit the details in hard copy (**Annex-IXC**) to the Department/ Division of SEBI which has granted them registration to operate in the securities market. SCORES user id and password of the Debenture Trustee shall be created only after receiving approval from the concerned Department/ Division of SEBI.
- 3.3. The Debenture Trustee shall review its investors' grievances redress mechanism so as to further strengthen it and correct the existing shortcomings, if any. The SEBI registered Debenture Trustee to whom a complaint is forwarded through SCORES, shall take immediate efforts on receipt of a complaint, for its resolution, within thirty days. The SEBI registered Debenture Trustee shall keep the complainant duly informed of the action taken thereon.
- 3.4. The Debenture Trustee shall update the ATR along with supporting documents, if any, electronically in SCORES. ATR in physical form need not be sent to SEBI. The proof of dispatch of the reply of the SEBI registered Debenture Trustee to the concerned investor should also be uploaded in SCORES and preserved by the SEBI registered Debenture Trustee, for future reference.
- 3.5. Action taken by a Debenture Trustee will not be considered as complete if the relevant details/ supporting documents are not uploaded in SCORES and consequently, the complaints will be treated as pending.
- 3.6. A complaint shall be treated as resolved/ disposed/ closed only when SEBI disposes/ closes the complaint in SCORES. Hence, mere filing of ATR by a Debenture Trustee with respect to a complaint will not mean that the complaint is not pending against them.

²⁵ Circular No. CIR/ OIAE/ 1/ 2014 dated Dec 18, 2014



3.7. Failure by a Debenture Trustee to file ATR under SCORES within thirty days of date of receipt of the grievance shall not only be treated as failure to furnish information to SEBI but shall also be deemed to constitute non-redress of investor grievance.

4. Dissemination of Information regarding Grievance Redress Mechanism²⁶

For information of all investors who deal/ invest/ transact in the market, the following shall be prominently displayed in the offices of Debenture Trustees:

Dear Investor,

In case of any grievance / complaint against the Intermediary:

Please contact Compliance Officer of the Intermediary (Name and Address) / email-id (xxx.@email.com) and Phone No. - 91- XXXXXXXXXXXX.

You may also approach CEO / Partner / Proprietor (Name) / email id (xxx.@email.com) and Phone No. - 91-XXXXXXXXXXXX.

If not satisfied with the response of the intermediary, you can lodge your grievances with SEBI at <http://scores.gov.in> or you may also write to any of the offices of SEBI. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575

²⁶ CIR/MIRSD/3/2014 dated August 28, 2014



INVESTOR CHARTER – DEBENTURE TRUSTEES

1. Vision and Mission Statement for Investors

Vision:

- Strive to protect the interest of investors in debt securities by acting as a trusted Debenture Trusteeship service provider.

Mission:

- To safeguard the interests of the investors in listed debt securities through adherence to regulatory guidelines.
- To achieve highest level of operational efficiencies through well-defined internal processes and domain expertise.

2. Details of services provided by Debenture Trustee.

- Facilitating documentation, exercising due diligence and timely creation of security for debt securities.
- Ensuring creation of securities by the Issuer and holding of security including safe custody of documents.
- Monitoring of payment of interest/redemption of principal.
- Monitoring security cover and other financial covenants.
- Dissemination of rating revision/ payment of interest/ redemption information by disclosing on Trustee's website/ with Credit Rating Agencies/ Stock Exchanges
- Timely and Effective resolution of investors complaints.
- Ascertain that the debentures have been converted or redeemed in accordance with the conditions under which they were offered to the investors.
- Enforcement of security as per terms of issue/ regulatory guidelines.
- Appoint a nominee director on the Board of the Issuer in case of event of default.
- Exercise due diligence to ensure compliance with the provisions of the Companies Act, 2013, the SEBI Regulations and the debenture trust deed by the Issuer.



3. Guidance pertaining to timelines for various services provided

S No.	Type of Activity/ Service	Timeline (within no. of days)
1.	Disclosure by Debenture Trustee on Website or Stock Exchanges, as applicable	
On continuous basis		
a.	Revision in Credit ratings of debt securities	1
b.	Status of payment of interest/ repayment of principal by the Issuer	1
On quarterly basis		
a.	Monitoring of Security Cover Certificate for secured debt listed debt securities	75/90
b.	Statement of value of pledged securities to Stock Exchange	75/90
c.	Status of Quarterly compliance report submitted by the Issuer	75/90
On half yearly basis		
a.	Details of issuances of listed debt securities handled by Debenture Trustee and their status	75
b.	Status of information regarding breach of covenants/ terms of the issue, if any action taken by debenture trustee	75
c.	Complaints received by debenture trustee(s) including default cases	75
d.	Net worth certificate of guarantor to stock exchange (in case listed debt securities are secured by way of personal guarantee)	75
On annual basis		
a.	Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor(in case listed debt securities are secured by way of corporate guarantee)	75
b.	Status regarding maintenance of accounts maintained under supervision of debenture trustee	75
c.	Status of information regarding any default by the Issuer and action taken by debenture trustee	75
d.	Utilization Certificate submitted by the Issuer	75
Once in three years		
a.	Valuation report and title search report for the immovable/movable assets, if any.	75
2.	Other services/activities	
a.	Providing copy of debenture trust deed to investor	7
b.	Redress of Investor Grievances by Debenture Trustee	30
c.	Notice to be issued by Debenture Trustees in case of change in terms of debt securities including rollover, redemption of debt securities etc.	15



4. Guidance pertaining to special circumstances

BREACH OF COVENANT AND/OR EVENT OF DEFAULT

The Debenture Trustee shall take following steps in case of breach of covenants or terms of issue and/or event of default:

- a) send a notice to the investors within 3 days of breach of covenants or terms of issue and/or event of default.
- b) convene the meeting of investors within 30 days of breach of covenants or terms of issue and/or event of default.
- c) to enforce security or enter into the Inter Creditor Agreement or as decided in the meeting of investors.

5. Rights and Obligations of Investors

Investor Right – Right to

- a) To inspect debenture trust deed, to obtain copy of debenture trust deed and related documents as per prevailing state stamp laws.
- b) Receive notice of any change in terms of debt securities including rollover, redemption etc. or of breach of covenants and/or event of default from debenture trustees.
- c) of compromise or arrangement, to sanction any variation in the rights of the investors and to sanction any compromise or arrangement proposed to be made between the Issuer and investor(s)
- d) Call for a meeting to be convened by the debenture trustee on requisition in writing signed by investors holding at least 1/10th in value of the debentures for the time being outstanding.
- e) To lodge complaints with respect to their debt securities including non-receipt of interest and or principal etc. with Debenture Trustee.
- f) Receive information from Issuers as per SEBI Regulations and Companies Act, 2013.

Investor Obligations – under obligation to

- a) Read the information memorandum and debenture trust deed carefully before taking investment decision.
- b) Keep updated record with Depository Participant including bank details, address, email ID of first holder, PAN etc. at all times.
- c) Keep themselves updated with all information on public domain such as, debenture trustee website, Stock Exchange, India bond Info etc. and any other platform introduced from time to time.
- d) Participate in the meeting called by the Debenture Trustee.
- e) Cooperate with debenture trustee and provide information to debenture trustee



- f) Respond to debenture trustee's requests/ letters/ notices with clear and specific mandate within the time period specified in the letter/ notice by the debenture trustee.

6. Details of grievance redress mechanism

- 6.1. Investor shall check the website of debenture trustees for the dedicated grievance email ID and other relevant details of the grievance redress division/compliance officer for the purpose of registering grievances/ complaints and any enquiry.
- 6.2. For lodging the grievance, the investor can write to the debenture trustee's dedicated grievance email ids or letter or can directly lodge complaints on the link provided by Debenture Trustee on its website.
- 6.3. While lodging a complaint it is necessary for investor to mention following:
- Nature of Complaint
 - Name of Issuer Company
 - Holding details including ISIN
 - Full Name of Debenture Holder
 - PAN
 - Correct Email ID
- 6.4. Upon receipt of the complaint, the Debenture Trustee after due verification shall send intimation of redress/ resolution of complaint via email / letter as applicable within the timeline.
- 6.5. In case a complaint is required to be escalated to the issuer by the debenture trustee, the same shall be escalated within seven days of receipt of complaint.
- 6.6. If the investor is not satisfied with the redress/resolution of the complaint by the debenture trustee, or the issuer, investor can lodge the complaint on the SEBI Complaints Redress System - SCORES (<https://scores.gov.in/>) or harness the dispute resolution mechanism specified by SEBI from time to time with respect to the Issuer.



Data of complaints against Debenture Trustee to be displayed on its website-

Format for disclosing of data of complaints on its website:

1. Data for the month ending

S. No.	Received from	Carried forward from previous month	Received during the month	Total Pending #	Resolved*	Pending at the end of the month**		Average Resolution time^ (in days)
						Pending for less than 3 months	Pending for more than 3 months	
1	Directly from Investors							
2	SEBI (SCORES)							
3	Stock Exchanges (if relevant)							
4	Other Sources (if any)							
5	Grand Total							

* Should include complaints of previous months resolved in the current month, if any.

**Should include total complaints pending as on the last day of the month, if any. ^Average resolution time is the sum total of time taken to resolve each complaint in the current month divided by total number of complaints resolved in the current month.

PR question: does this aggregated data serve the purpose? should it be segregated issuer by issuer so that the investors are informed of the challenges. question is for all three tables



2. Month – wise complaints data on half yearly basis:

S No.	Month	Carried forward from previous month	Received	Resolved	Pending
1	July, 2021				
2	August, 2021				
3	September, 2021				
4	October, 2021				
5	November, 2021				
6	December, 2021				
	Grand Total				

3. Trend of annual (Financial Year) disposal of complaints (for 5 years on rolling basis)

S No.	Year	Carried forward from previous year	Received	Resolved	Pending
1	2017-18				
2	2018-19				
3	2019-20				
4	2020-21				
5	2021-22				
	Grand Total				



AUTHENTICATION FOR SCORES BY SEBI REGISTERED DEBENTURE TRUSTEE

1. Name of SEBI registered Debenture Trustee:
2. Nature of registered intermediary:
3. SEBI registration no.
4. PAN of SEBI registered Debenture Trustee:
5. Date of SEBI registration of Debenture Trustee
6. SEBI registration valid up to:
7. Office address of the intermediary:
8. The details of the concerned person of the Debenture Trustee to whom User id and password will be sent:

Name:

Designation:

Email id: (corporate and permanent email id)

Mobile no.

Telephone No.:

Fax No.:

Place:

Signature:

Date:

Name:

Designation:

Seal:

Note: A scanned copy to be sent by email to scores@sebi.gov.in followed by hard copy to the concerned Department/Division of Securities and Exchange Board of India, Plot No. C4-A, 'G' Block, Bandra Kurla Complex, Mumbai -400 051

Important: Please note that SCORES has the provision for updating SEBI registered Debenture Trustee's details by the intermediary itself. Any field (except the e-mail id which is permanent) such as registered office address, name/details of the compliance officer, telephone numbers, etc. should be changed by the SEBI registered Debenture Trustee immediately when warranted.



1. Event of default

- 1.1. Regulation 51 read with the Explanation to Clause A (11) in Part B of Schedule III of SEBI LODR Regulations defines 'default' as non-payment of interest or principal amount in full on the pre-agreed date which shall be recognized at the first instance of delay in the servicing of any interest or principal on debt.
- 1.2. In the manner of calling 'event of default', due to the presence of multiple ISINs which may have been issued under the same offer document or a single ISIN which may have been split across multiple offer documents it is clarified that 'event of default' shall be reckoned at the ISIN level, as all terms and conditions of issuance of security are same under a single ISIN even though it might have been issued under multiple offer documents.

2. Process of convening meeting of holders of debt securities and consent of investors for enforcement of security and for signing the Inter Creditor Agreement (ICA)

- 2.1. The Reserve Bank of India ("RBI"), vide Circular dated June 07, 2019, issued the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions 2019 which *inter alia* specified the mechanism for resolution of stressed assets by Lenders [viz. Scheduled Commercial Banks, All-India Term Financial Institutions, Small Finance Banks, Systemically Important Non-Deposit Taking Non-Banking Finance Companies (NBFCs) as well as Deposit Taking NBFCs]. In terms thereof, investors in debt securities, being financial creditors, are approached by other lenders to sign an agreement, referred to as the ICA, under specific terms detailed in the framework as stipulated by RBI.
- 2.2. Regulation 59 of SEBI LODR Regulations provides that material modification in the structure of debt securities shall be made only after obtaining the consent of the requisite majority of investors. Regulation 39 of the SEBI NCS Regulations, applicable in case of public issue of debt securities, stipulates a period of fifteen days for giving notice in case of roll-over of debt securities and further provides for approval to be obtained from not less than three-fourth of the holders by value of such debt securities.
- 2.3. As the resolution plan in the ICA may involve restructuring including roll-over of debt securities, requiring the consent of the investors, the process to be followed for seeking consent for enforcement of security and/or entering into an ICA shall be as under:

²⁷SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020;



- 2.3.1. The Debenture Trustee shall send a notice to the investors within three days of the event of default by registered post/ acknowledgement due or speed post/ acknowledgement due or courier or hand delivery with proof of delivery as also through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.
- 2.3.2. The notice shall contain the following:
- a) A provision for negative consent for proceeding with the enforcement of security; and
 - b) A provision for positive consent for signing the ICA (in case the Debenture Trustee is approached by other lenders for signing/ joining the ICA); and
 - c) the time period within which the consent needs to be provided, viz. consent to be given within 15 days from the date of notice; and
 - d) the date of meeting to be convened.
 - e) A disclosure to the effect that in case requisite consents are not received either for enforcement of security or for signing ICA, then the Debenture Trustee shall take further action, if any, as per the decision taken in the meeting of the holders of listed debt securities.
- 2.3.3. Debenture Trustee shall convene the meeting of holders of listed debt securities within 30 days of the event of default:
- Provided that in case the default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.
- 2.3.4. In view of Regulation 15(2)(b) of SEBI (Debenture Trustees) Regulations, 1993, in case of debt securities issued by way of public issue, the notice sent by the Debenture Trustee shall not contain the consent as per para 2.3.2.a) and the requirement to convene a meeting for enforcement of security, as per para 2.3.4, shall not be applicable.
- 2.3.5. The Debenture Trustee shall take necessary action to enforce security or enter into the ICA or as decided in the meeting of investors, subject to the following:
- a) In case(s) where the majority of holders of listed debt securities express dissent, i.e. against enforcement of the security, the DEBENTURE TRUSTEE shall not enforce security.
 - b) In case(s) where majority of holders of listed debt securities express consent, i.e. to enter into the ICA, the DEBENTURE TRUSTEE shall enter into the ICA.
 - c) In case requisite consents are not received either for enforcement of security or for signing ICA, then the Debenture Trustee shall take further action, if any, as per the decision taken in the meeting of the holders of listed debt securities.

- d) The Debenture Trustee may form a representative committee of the holders of listed debt securities to participate in the ICA or to enforce the security or as may be decided in the meeting.

2.3.6. The consent of the majority of holders of listed debt securities shall mean the approval of not less than 75% of the holders of listed debt securities by value of the outstanding debt and 60% of the holders of listed debt securities by number at the ISIN level.

3. Conditions for signing of ICA by Debenture Trustee on behalf of holders of listed debt securities

3.1. The Debenture Trustee(s) may sign the ICA and consider the resolution plan on behalf of the holders of listed debt securities upon compliance with the following conditions:

- a) The signing of the ICA and agreeing to the resolution plan is in the interest of holders of listed debt securities and in compliance with the Companies Act, 2013 and the rules made thereunder, the Securities Contracts (Regulations) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules, regulations and circulars issued thereunder from time to time.
- b) If the resolution plan imposes conditions on the Debenture Trustee that are not in accordance with the provisions of Companies Act, 2013 and the rules made thereunder, the Securities Contracts (Regulations) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules, regulations and circulars issued thereunder from time to time, then the Debenture Trustee shall be free to exit the ICA altogether with the same rights as if it had never signed the ICA. Under these circumstances, the resolution plan shall not be binding on the Debenture Trustee(s).
- c) The resolution plan shall be finalized within 180 days from the end of the review period. If the resolution plan is not finalized within 180 days from the end of the review period, then the Debenture Trustee shall be free to exit the ICA altogether with the same rights as if it had never signed the ICA and the resolution plan shall not be binding on the Debenture Trustee. However, if the finalization of the resolution plan extends beyond 180 days, the Debenture Trustee may consent to an extension beyond 180 days subject to the approval of the investors regarding the total timeline. The total timeline shall not exceed 365 days from the date of commencement of the review period.
- d) If any of the approved Resolution Plan are contravened by any of the signatories to the ICA, the Debenture Trustee shall be free to exit the ICA and seek appropriate legal recourse or any other action as deemed fit in the interest of the investors.



3.2. The Debenture Trustee shall ensure that the conditions mentioned in paragraphs 3.1 (b), (c) and (d) are suitably incorporated in the ICA, before signing of the ICA.

4. Action to be taken in case of breach of covenants or terms of issue

In case of breach of covenants or terms of the issue by the Issuer, the Debenture Trustee shall take steps as outlined in paras 2.3.1 and 2.3.3 of this chapter and thereafter take necessary action as decided in the meeting of holders of debt securities in this regard.



Chapter XI: Operational framework for transactions in defaulted debt securities post maturity date/ redemption date²⁸

The operational framework for transactions in defaulted debt securities (debt securities where redemption amount has not been paid on maturity/ redemption date) has been outlined in Chapter XI of the NCS operational circular. The obligations of Debenture Trustee arising out of the same has been outlined below:

1. Role of Debenture Trustee:

- 1.1. In case the Issuer fails to intimate the status of payment of the debt securities within stipulated timelines, then Debenture Trustee shall seek status of payment from the issuer and/ or conduct independent assessment (from banks, investors, rating agencies, etc.) to determine the same. Based on such assessment, Debenture Trustee shall intimate Stock Exchange and Depositories the status of payment of debt securities within nine working days of the maturity/ redemption date.
- 1.2. In case intimation of the status of payment of debt securities is not received by Stock Exchanges and Depositories within stipulated timeline, transactions in such debt securities shall continue to be restricted and such restrictions shall continue until any further intimation is received from Issuer/ Debenture Trustee regarding the status of payment of such debt securities.

2. Continuous assessment of default status:

- 2.1. In case the Issuer fails to intimate the updated status of payment of the concerned debt securities within the stipulated timelines, the Debenture Trustee shall carry independent assessment as given at paragraph 1 above and intimate the status of payment of debt securities to the Stock Exchange and Depositories by the seventh working day of April of each financial year.
- 2.2. In case of any developments that impact the status of default of the debt securities (including restructuring of debt securities, NCLT/ NCLAT proceedings relating to insolvency/ bankruptcy, repayment, etc.), the Issuer/ Debenture Trustee shall intimate the Stock Exchanges and Depositories within one working day of such development.
- 2.3. The process explained above shall be followed either till full payment on these securities is made by the Issuer or the Issuer has been liquidated and money has been realised after completion of recovery proceedings.

²⁸ SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 (as amended from time to time)



Chapter XII: Centralised Database - Responsibilities of Debenture Trustee²⁹

Debenture Trustee shall access the database to verify the information regarding default history and other relevant information. In case of any discrepancy, Debenture Trustee shall notify the same to Stock Exchanges and update the correct information in the database, within the time stipulated below-

	Activity	Timelines
1.	Verification and updating of default history information about the instrument/ issuer, as applicable in the database	Within seven days of knowledge of default

²⁹ SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 (as amended from time to time)



Chapter XIII: Reporting of regulatory compliance³⁰

1. The Debenture Trustee shall furnish periodical reports to SEBI in the following manner:

Report	Periodicity	Format
Half yearly compliance report	Half-yearly basis within 75 days of the end of each half-year	Annex-XIIIA
Details of other activities carried out by Debenture Trustee(s) including type of activity, description of activity etc.		-
Risk-Based Supervision report		-

2. The half-yearly compliance report shall be reviewed by the Board of Directors of the Debenture Trustee prior to the submission to SEBI.

³⁰ SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 and CIR/MIRSD/10/2011 dated June 20, 2011



COMPLIANCE CERTIFICATE FOR THE HALF YEAR ENDED SEPTEMBER / MARCH 20..

a) No conflict of interests with other activities

The activities other than debenture trusteeship performed by Debenture Trustee are not in conflict with Debenture Trustee activities and appropriate systems and policies have been put in place to protect the interests of debenture holders.

b) Change in status or constitution

Reporting of changes in status or constitution' of Debenture Trustee including the following:

- i. Amalgamation, demerger, consolidation or any other kind of corporate restructuring falling within the scope of section 391 of the Companies Act, 1956 (1 of 1956) or the corresponding provision of any other law for the time being in force
- ii. Change in Director, including managing director/ whole-time director
- iii. Change in shareholding not resulting in change in control

If there is no change during the relevant quarter, it shall be indicated in the report.

c) Other Information

- i. Details of arrest /conviction of key officials of Debenture Trustee
- ii. Details of prosecution cases or criminal complaints filed by investors against the Debenture Trustee
- iii. Details of any fraudulent activity by the employees associated with Debenture Trustee activities and action taken by the Debenture Trustee
- iv. Details of conviction of any offence involving moral turpitude or any economic offence by employees of Debenture Trustee
- v. Action taken by the Debenture Trustee on the above issues

d) Compliance with registration requirements:

Certified that the requirements specified for SEBI registration as Debenture Trustee are fulfilled, the details are as under;

- i. Net worth (audited) as defined in the Regulations as on FY ended (as per the latest audited financials)
- ii. Any change in infrastructure since the last report / registration/ renewal
- iii. Changes in Key personnel during the half year ended.....)

Name(s) of the key personnel	Appointment / Cessation	Date of appointment / cessation	Qualification	Experience



e) **Details of deficiencies and non-compliances**

f) **Details of the review of the report by the Board of Directors**

- i. Date of Board Review (DD/MM/YYYY)
- ii. Observation of the Board of Directors on the deficiencies and non-compliances and corrective measures initiated

Certified that we have complied with SEBI (Debenture Trustee) Regulations, 1993, applicable provisions of SEBI (Issue and Listing of Non-convertible Securities) Regulations, 2021, Circulars issued by SEBI and any other laws applicable from time to time, other than the deficiencies and non-compliances reported by us at Section(e) above.

Name of Compliance Officer

Email ID



Chapter XIV: Guidelines on Outsourcing of Activities by
Debenture Trustee³¹

1. DT Regulations requires Debenture Trustees to render high standards of service and exercise due diligence and ensure proper care in its operations. It has been observed that often intermediaries resort to outsourcing with a view to reduce costs, and at times, for strategic reasons.
2. Outsourcing may be defined as the use of one or more than one third party – either within or outside the group - by a registered intermediary to perform the activities associated with services which the intermediary offers.
3. The principles for outsourcing to be followed by Debenture Trustee are specified at **Annex-XIVA**.
4. A Debenture Trustee desirous of outsourcing its activities shall not, outsource its core business activities and compliance functions.
5. The Debenture Trustee shall comply with the provisions of SEBI {KYC (Know Your Client) Registration Agency} Regulations, 2011 and guidelines issued thereunder from time to time.
6. The Debenture Trustee shall be responsible for reporting of any suspicious transactions / reports to FIU or any other competent authority in respect of activities carried out by the third parties.

³¹ CIR/MIRSD/24/2011 dated December 15, 2011



PRINCIPLES FOR OUTSOURCING FOR INTERMEDIARIES

1. **An intermediary seeking to outsource activities shall have in place a comprehensive policy to guide the assessment of whether and how those activities can be appropriately outsourced. The Board / partners (as the case may be) {hereinafter referred to as the “the Board”} of the intermediary shall have the responsibility for the outsourcing policy and related overall responsibility for activities undertaken under that policy.**
 - 1.1 The policy shall cover activities or the nature of activities that can be outsourced, the authorities who can approve outsourcing of such activities, and the selection of third party to whom it can be outsourced. For example, an activity shall not be outsourced if it would impair the supervisory authority’s right to assess, or its ability to supervise the business of the intermediary. The policy shall be based on an evaluation of risk concentrations, limits on the acceptable overall level of outsourced activities, risks arising from outsourcing multiple activities to the same entity, etc.
 - 1.2 The Board shall mandate a regular review of outsourcing policy for such activities in the wake of changing business environment. It shall also have overall responsibility for ensuring that all ongoing outsourcing decisions taken by the intermediary and the activities undertaken by the third-party, are in keeping with its outsourcing policy.
2. **The intermediary shall establish a comprehensive outsourcing risk management programme to address the outsourced activities and the relationship with the third party.**
 - 2.1 An intermediary shall make an assessment of outsourcing risk which depends on several factors, including the scope and materiality of the outsourced activity, etc. The factors that could help in considering materiality in a risk management programme include-
 - a) The impact of failure of a third party to adequately perform the activity on the financial, reputational and operational performance of the intermediary and on the investors / clients;
 - b) Ability of the intermediary to cope up with the work, in case of non-performance or failure by a third party by having suitable back-up arrangements;
 - c) Regulatory status of the third party, including its fitness and probity status;



- d) Situations involving conflict of interest between the intermediary and the third party and the measures put in place by the intermediary to address such potential conflicts, etc.
- 2.2 While there shall not be any prohibition on a group entity / associate of the intermediary to act as the third party, systems shall be put in place to have an arm's length distance between the intermediary and the third party in terms of infrastructure, manpower, decision-making, record keeping, etc. for avoidance of potential conflict of interests. Necessary disclosures in this regard shall be made as part of the contractual agreement. It shall be kept in mind that the risk management practices expected to be adopted by an intermediary while outsourcing to a related party or an associate would be identical to those followed while outsourcing to an unrelated party.
- 2.3 The records relating to all activities outsourced shall be preserved centrally so that the same is readily accessible for review by the Board of the intermediary and / or its senior management, as and when needed. Such records shall be regularly updated and may also form part of the corporate governance review by the management of the intermediary.
- 2.4 Regular reviews by internal or external auditors of the outsourcing policies, risk management system and requirements of the regulator shall be mandated by the Board wherever felt necessary. The intermediary shall review the financial and operational capabilities of the third party in order to assess its ability to continue to meet its outsourcing obligations.
- 3. The intermediary shall ensure that outsourcing arrangements neither diminish its ability to fulfill its obligations to customers and regulators, nor impede effective supervision by the regulators.**
- 3.1 The intermediary shall be fully liable and accountable for the activities that are being outsourced to the same extent as if the service were provided in-house.
- 3.2 Outsourcing arrangements shall not affect the rights of an investor or client against the intermediary in any manner. The intermediary shall be liable to the investors for the loss incurred by them due to the failure of the third party and also be responsible for redress of the grievances received from investors arising out of activities rendered by the third party.
- 3.3 The facilities / premises / data that are involved in carrying out the outsourced activity by the service provider shall be deemed to be those of the registered intermediary. The intermediary itself and Regulator or the persons authorized by it shall have the right to access the same at any point of time.



3.4 Outsourcing arrangements shall not impair the ability of SEBI/SRO or auditors to exercise its regulatory responsibilities such as supervision/inspection of the intermediary.

4. The intermediary shall conduct appropriate due diligence in selecting the third party and in monitoring of its performance.

4.1 It is important that the intermediary exercises due care, skill, and diligence in the selection of the third party to ensure that the third party has the ability and capacity to undertake the provision of the service effectively.

4.2 The due diligence undertaken by an intermediary shall include assessment of:

- a) third party's resources and capabilities, including financial soundness, to perform the outsourcing work within the timelines fixed;
- b) compatibility of the practices and systems of the third party with the intermediary's requirements and objectives;
- c) market feedback of the prospective third party's business reputation and track record of their services rendered in the past;
- d) level of concentration of the outsourced arrangements with a single third party; and
- e) the environment of the foreign country where the third party is located.

5. Outsourcing relationships shall be governed by written contracts / agreements / terms and conditions (as deemed appropriate) {hereinafter referred to as "contract"} that clearly describe all material aspects of the outsourcing arrangement, including the rights, responsibilities and expectations of the parties to the contract, client confidentiality issues, termination procedures, etc.

5.1 Outsourcing arrangements shall be governed by a clearly defined and legally binding written contract between the intermediary and each of the third parties, the nature and detail of which shall be appropriate to the materiality of the outsourced activity in relation to the ongoing business of the intermediary.

5.2 Care shall be taken to ensure that the outsourcing contract:

- a) clearly defines what activities are going to be outsourced, including appropriate service and performance levels;
- b) provides for mutual rights, obligations and responsibilities of the intermediary and the third party, including indemnity by the parties;
- c) provides for the liability of the third party to the intermediary for unsatisfactory performance/other breach of the contract
- d) provides for the continuous monitoring and assessment by the intermediary of the third party so that any necessary corrective measures can be taken



- up immediately, i.e., the contract shall enable the intermediary to retain an appropriate level of control over the outsourcing and the right to intervene with appropriate measures to meet legal and regulatory obligations;
- e) includes, where necessary, conditions of sub-contracting by the third-party, i.e. the contract shall enable intermediary to maintain a similar control over the risks when a third party outsources to further third parties as in the original direct outsourcing;
 - f) has unambiguous confidentiality clauses to ensure protection of proprietary and customer data during the tenure of the contract and also after the expiry of the contract;
 - g) specifies the responsibilities of the third party with respect to the IT security and contingency plans, insurance cover, business continuity and disaster recovery plans, force majeure clause, etc.;
 - h) provides for preservation of the documents and data by third party;
 - i) provides for the mechanisms to resolve disputes arising from implementation of the outsourcing contract;
 - j) provides for termination of the contract, termination rights, transfer of information and exit strategies;
 - k) addresses additional issues arising from country risks and potential obstacles in exercising oversight and management of the arrangements when intermediary outsources its activities to foreign third party. For example, the contract shall include choice-of-law provisions and agreement covenants and jurisdictional covenants that provide for adjudication of disputes between the parties under the laws of a specific jurisdiction;
 - l) neither prevents nor impedes the intermediary from meeting its respective regulatory obligations, nor the regulator from exercising its regulatory powers; and
 - m) provides for the intermediary and /or the regulator or the persons authorized by it to have the ability to inspect, access all books, records and information relevant to the outsourced activity with the third party.

6. The intermediary and its third parties shall establish and maintain contingency plans, including a plan for disaster recovery and periodic testing of backup facilities.

- 6.1 Specific contingency plans shall be separately developed for each outsourcing arrangement, as is done in individual business lines.
- 6.2 An intermediary shall take appropriate steps to assess and address the potential consequence of a business disruption or other problems at the third party level. Notably, it shall consider contingency plans at the third party; co-ordination of contingency plans at both the intermediary and the third party; and contingency plans of the intermediary in the event of non-performance by the third party.



6.3 To ensure business continuity, robust information technology security is a necessity. A breakdown in the IT capacity may impair the ability of the intermediary to fulfill its obligations to other market participants/clients/regulators and could undermine the privacy interests of its customers, harm the intermediary's reputation, and may ultimately impact on its overall operational risk profile. Intermediaries shall, therefore, seek to ensure that third party maintains appropriate IT security and robust disaster recovery capabilities.

6.4 Periodic tests of the critical security procedures and systems and review of the backup facilities shall be undertaken by the intermediary to confirm the adequacy of the third party's systems.

7. The intermediary shall take appropriate steps to require that third parties protect confidential information of both the intermediary and its customers from intentional or inadvertent disclosure to unauthorized persons.

7.1 An intermediary that engages in outsourcing is expected to take appropriate steps to protect its proprietary and confidential customer information and ensure that it is not misused or misappropriated.

7.2 The intermediary shall prevail upon the third party to ensure that the employees of the third party have limited access to the data handled and only on a "need to know" basis and the third party shall have adequate checks and balances to ensure the same.

7.3 In cases where the third party is providing similar services to multiple entities, the intermediary shall ensure that adequate care is taken by the third party to build safeguards for data security and confidentiality.

8. Potential risks posed where the outsourced activities of multiple intermediaries are concentrated with a limited number of third parties.

In instances, where the third party acts as an outsourcing agent for multiple intermediaries, it is the duty of the third party and the intermediary to ensure that strong safeguards are put in place so that there is no co-mingling of information /documents, records and assets.



Chapter XV: Unauthenticated news circulated by SEBI registered market intermediaries through various modes of communication³²

1. It has been observed by SEBI that unauthenticated news related to various scrips are circulated in blogs/ chat forums/ e-mail etc. by employees of Broking Houses/ Other Intermediaries without adequate caution as mandated in the Code of Conduct.
2. Further, in various instances, it has been observed that the Intermediaries do not have proper internal controls and do not ensure that proper checks and balances are in place to govern the conduct of their employees. Due to lack of proper internal controls and poor training, employees of such intermediaries are sometimes not aware of the damage which can be caused by circulation of unauthenticated news or rumours. It is a well-established fact that market rumours can do considerable damage to the normal functioning and behaviour of the market and distort the price discovery mechanisms.
3. In view of the above, a Debenture Trustee shall ensure that:
 - 3.1. Proper internal code of conduct and controls is put in place.
 - 3.2. Employees/ temporary staff/ voluntary workers etc. employed/ working in the Offices of SEBI registered Debenture Trustees do not encourage or circulate rumours or unverified information obtained from client, industry, any trade or any other sources without verification.
 - 3.3. Access to Blogs/ Chat forums/ Messenger sites etc. should either be restricted under supervision or access should not be allowed.
 - 3.4. Logs for any usage of such Blogs/ Chat forums/ Messenger sites (called by any nomenclature) shall be treated as records and the same should be maintained as specified by the respective Regulations which govern the concerned intermediary.
 - 3.5. Employees should be directed that any market related news received by them either in their official mail/ personal mail/ blog or in any other manner, should be forwarded only after the same has been seen and approved by the concerned SEBI registered Debenture Trustee's Compliance Officer. If an employee fails to do so, he/ she shall be deemed to have violated the various provisions contained in SEBI Act/ Rules/ Regulations etc. and shall be liable for action. The Compliance Officer shall also be held liable for breach of duty in this regard.

³² CIR/ISD/1/2011 dated March 23, 2011 and CIR/ISD/2/2011 dated March 24, 2011



**Chapter XVI: General Guidelines for dealing with Conflicts of Interest by
Debenture Trustee and its Associated Persons in Securities Market³³**

1. All intermediaries, recognised stock exchanges, recognised clearing corporations and depositories (hereinafter collectively referred to as "such entities") are presently governed by the provisions for avoidance of conflict of interest as mandated in the respective regulations read with relevant circulars issued from time to time by SEBI. On the lines of Principle 8 of the International Organisation of Securities Commissions (IOSCO) Objectives and Principles of Securities Regulations, it has been decided to put in place comprehensive guidelines to collectively cover such entities and their associated persons, for elimination of their conflict of interest, as detailed hereunder.
2. The Debenture Trustee shall adhere to these guidelines for avoiding or dealing with or managing conflict of interest. It shall be responsible for educating its associated persons for compliance of these guidelines.
3. For the purpose of these guidelines, "associated persons" have the same meaning as defined in Securities and Exchange Board of India Certification of Associated Persons in the Securities Markets) Regulations, 2007.
4. Debenture Trustee and its associated persons shall,
 - 4.1. lay down, with active involvement of senior management, policies and internal procedures to identify and avoid or to deal or manage actual or potential conflict of interest, develop an internal code of conduct governing operations and formulate standards of appropriate conduct in the performance of their activities, and ensure to communicate such policies, procedures and code to all concerned;
 - 4.2. at all times maintain high standards of integrity in the conduct of their business;
 - 4.3. ensure fair treatment of their clients and not discriminate amongst them;
 - 4.4. ensure that their personal interest does not, at any time conflict with their duty to their clients and client's interest always takes primacy in their advice, investment decisions and transactions;
 - 4.5. make appropriate disclosure to the clients of possible source or potential areas of conflict of interest which would impair their ability to render fair, objective and unbiased services;
 - 4.6. endeavour to reduce opportunities for conflict through prescriptive measures such as through information barriers to block or hinder the flow of information from one department/ unit to another, etc.;

³³ SEBI Circular No. CIR/ MIRSD/ 5/ 2013 dated August 27, 2013



- 4.7. place appropriate restrictions on transactions in securities while handling a mandate of issuer or client in respect of such security so as to avoid any conflict;
 - 4.8. not deal in securities while in possession of material non - published information
 - 4.9. not to communicate the material non-published information while dealing in securities on behalf of others
 - 4.10. not in any way contribute to manipulate the demand for or supply of securities in the market or to influence prices of securities;
 - 4.11. not have an incentive structure that encourages sale of products not suiting the risk profile of their clients;
 - 4.12. not share information received from clients or pertaining to them, obtained as a result of their dealings, for their personal interest;
5. The boards of the Debenture Trustee shall put in place systems for implementation of the provisions of this chapter and provide necessary guidance enabling identification, elimination or management of conflict of interest situations.
 6. The said guidelines shall be in addition to the provisions, if any, contained in respective regulations/ circulars issued by the Board from time to time regarding dealing with conflict of interest, in respect of Debenture Trustee.



Glossary

Term	Description
ATR	Action Taken Report
CERSAI	Central Registry of Securitization Asset Reconstruction and Security Interest
CIBIL	Credit Information Bureau (India) Limited
CRA	Credit Rating Agency
DLT	Distributed Ledger Technology
DRR	Debenture Redemption Reserve
DRR	Debenture Redemption Reserve
DSRA	Debt Service Reserve Account
DT	Debenture Trustees
DT Regulations	Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993
DTD	Debenture Trust Deed
EBITDA	Earnings Before Interest, Taxes, Depreciation, and Amortisation
ERP	Enterprise Resource Planning
FAR	Fixed Asset Register
FIU	Financial Intelligence Unit
IBBI	Insolvency and Bankruptcy Board of India
ICA	Inter Creditor Agreement
IM	Information Memorandum
IMPS	Immediate Mobile Payment Service
INR	Indian National Rupee
IOSCO	International Organisation of Securities Commissions
ISIN	International Securities Identification Number
IU	Information Utility
KYC	Know Your Client
LODR Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015
MRR	Minimum Required Reserve
NBFCs	Non-Banking Finance Companies
NCLAT	National Company Law Appellate Tribunal
NCLT	National Company Law Tribunal
NCS Regulations	Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021
NEFT	National Electronic Funds Transfer
NOC	No Objection Certificate
OD	Offer Document
PAN	Permanent Account Number
PM	Placement Memorandum
PPM	Preliminary Placement Memorandum
RBI	Reserve Bank of India
REF	Recovery Expenses Fund
ROC	Registrar of Companies
RTGS	Real-Time Gross Settlement



SCORES	SEBI Complaints Redress System
SCRA	Securities Contracts (Regulation) Act, 1956
SEBI	Securities and Exchange Board of India
SRO	Self-Regulatory Organisation
TAI	Trustee Association of India
UDIN	Unique Document Identification Number
UTR	Unique Transaction Reference



Part A - List of circulars superseded by the Operational Circular

Sl. No.	Reference Number of Circular	Date	Name of the Circular
1.	SEBI/ HO/ MIRSD/ DOP2/ CIR/ P/ 2018/063	April 09, 2018	Master Circular For Debenture Trustees
2.	CIR/MIRSD/25/2011	December 19, 2011	Review of Regulatory Compliance, Periodic Reporting and Contents of Trust Deed
3.	CIR/MIRSD/3/2013	March 15, 2013	Sharing of information regarding issuer companies between Debenture Trustees and Credit Rating Agencies
4.	CIR/IMD/DF/17/2013	October 22, 2013	Centralized Database for Corporate Bonds/ Debentures
5.	SEBI/HO/MIRSD/MIRSD 3/CIR/P/2017/72	June 30, 2017	Clarification on monitoring of Interest/ Principal repayment and sharing of such information with Credit Rating Agencies by Debenture Trustees
6.	MIRSD/DPS III//Cir- 11/07	August 06, 2007	Dissemination of Information on Debentures
7.	CIR/MIRSD/DT/10/2011	June 20, 2011	Periodical Report- Grant of prior approval to Debenture Trustees
8.	MIRSD/DPS-2/DT/Cir- 14/2008	May 06, 2008	Reporting of information on a quarterly basis
9.	SEBI/HO/MIRSD/CRADT /CIR/P/2020/203	October 13, 2020	Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities
10.	SEBI/HO/MIRSD/CRADT /CIR/P/2020/207	October 22, 2020	Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund"
11.	SEBI/HO/MIRSD/CRADT /CIR/P/2020/218	November 03, 2020	Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)
12.	SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230	November 12, 2020	Monitoring and Disclosures by Debenture Trustee(s)
13.	SEBI/HO/MIRSD/MIRSD _CRADT/CIR/P/2021/618	August 13, 2021	'Security and Covenant Monitoring' using Distributed Ledger Technology
14.	SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2022/ 38	March 29, 2022	Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT)
15.	SEBI/HO/MIRSD/MIRSD _CRADT/CIR/P/2022/67	May 19, 2022	Revised format of security cover certificate, monitoring and revision in timelines
16.	SEBI/HO/DDHS/DDHS_ Div1/P/CIR/2022/106	August 04, 2022	Enhanced guidelines for debenture trustees and listed issuer companies on security creation and initial due diligence
17.	SEBI/HO/MIRSD/MIRSD _CRADT/P/CIR/2021/675	November 30, 2021	Investor Charter



Part B - List of circulars wherein applicability to Debenture Trustees only have been rescinded

Sl. No.	Reference Number of Circular	Date	Name of the Circular
1.	SEBI/MIRSD/DR-2/SRP/Cir - 2/ 2005	January 04, 2005	Renewal of Certificate of Registration
2.	MIRSD/DPS III//Cir-01/07	January 22, 2007	Exclusive e-mail ID for redress of Investor Complaints
3.	MIRSD/ DPSIII/ Cir-21/ 08	July 07, 2008	Designated e-mail ID for regulatory communication with SEBI
4.	Cir/ ISD/1/2011	March 23, 2011	Unauthenticated news circulated by SEBI Registered Market Intermediaries through various modes of communication
5.	Cir/ISD/2/2011	March 24, 2011	Addendum to Circular no. Cir/ISD/1/2011 dated March 23, 2011
6.	CIR/MIRSD/14/2011	August 02, 2011	Revised procedure for seeking prior approval for change in control through single window
7.	CIR/MIRSD/13/2011	August 02, 2011	Processing of Investor Complaints in SEBI Complaints Redress System (SCORES)
8.	CIR/MIRSD/24/2011	December 15, 2011	Guidelines on Outsourcing of Activities by Intermediaries
9.	CIR/MIRSD/5/2013	August 27, 2013	General Guidelines for dealing with Conflicts of Interest of Intermediaries, Recognised Stock Exchanges, Recognised Clearing Corporations, Depositories and their Associated Persons in Securities Market
10.	CIR/MIRSD/3/2014	August 28, 2014	Information regarding Grievance Redress Mechanism
11.	CIR/OIAE/1/2014	December 18, 2014	Redress of investor grievances through SEBI Complaints Redress System (SCORES) platform
12.	Circular SEBI/HO/MIRSD/MIRSD 1/CIR/P/2017/38	May 02, 2017	Online Registration Mechanism for Securities Market Intermediaries
13.	Circular SEBI/HO/GSD/T&A/CIR/ P/2017/42	May 16, 2017	Digital mode of payment
14.	SEBI/ HO/ MIRSD/ DOS3/CIR/P/2019/68	May 27, 2019	Enhanced disclosure in case of listed debt securities