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**22.1 Mortgagee's Costs and Expenses** - The Borrower shall, upon notice from the JLF Lenders/IDBI pay or reimburse to the JLF Lenders/IDBI all fees for services performed by the JLF Lenders/IDBI, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the JLF Lenders/IDBI its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the JLF Lenders/IDBI or exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Financing Documents contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title and further covenants and agrees to indemnify the JLF Lenders/IDBI against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any of them in respect of any matter or thing done or omitted to be done in relation to the Mortgaged Property.

**22.2 Legal Fees and Expenses** - The Borrower shall pay all legal fees for drafting, stamping and registration of the this Indenture and other Transaction Documents, costs, charges and expenses of the external legal counsel of the JLF Lenders/IDBI and all such sums and expenses incurred or paid by the JLF Lenders/IDBI in connection with and incidental to or in connection with or pursuant to these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Financing Documents including any cost incurred in the assertion or defence of the rights of the JLF Lenders/IDBI as for the protection and preservation of whole or any part of the Mortgaged Property and/or any Security Interest created pursuant to the Security Documents and for the demand, realisation and recovery of the Mortgaged Debt shall be added to the Mortgaged Debt and be secured hereby.

## **23. STAMP DUTY AND REIMBURSEMENT OF EXPENSES**

### **23.1 Stamp Duty and Other Fees on Execution, Registration, etc.**

The Borrower shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture and any document, act and registration performed pursuant hereto, if and when the Borrower may be required to pay the same according to any of the Financing Documents or according to the Applicable Law for the time being or at any time in force in the State in which its properties are situated. If the Borrower fails to pay the stamp duty, other duties, Taxes, fees, penalties or other charges payable hereinabove, then the JLF Lenders/IDBI may (but is not obligated to) pay such amounts, on behalf of the Borrower. Any money paid by the JLF Lenders/IDBI as aforesaid, shall constitute a part of the Secured Obligations. The Mortgagor also undertakes to deliver to the JLF Lenders/IDBI certified copies of the receipts evidencing

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payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

### 23.2 Reimbursement Obligations

All costs, expenses, charges and fees paid or incurred by the JLF Lenders/IDBI as provided in Clause 23, Clause 24 or elsewhere in these presents, shall be for the account of the Borrower and the Borrower undertakes promptly on demand to pay the same or, as the case may be to reimburse the JLF Lenders/IDBI or its authorised agents, representatives, successors and assignees for any such monies paid by the JLF Lenders/IDBI with interest thereon at the rate specified in the Facility Agreement from the date the Borrower receives notice thereof from the JLF Lenders/IDBI and/or its agents, representatives, successors and assigns until reimbursed by the Borrower, and all such sums and costs shall be added to the Mortgaged Debt and be secured under these presents.

### 24. INDEMNITY

The Borrower shall indemnify the JLF Lenders/IDBI against any loss, damage and depreciation of any kind, except routine wear and tear, which may occasion to the Mortgaged Property during such period. The Lenders/IDBI and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the Mortgaged Property in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof on the part of the JLF Lenders/IDBI or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Property.

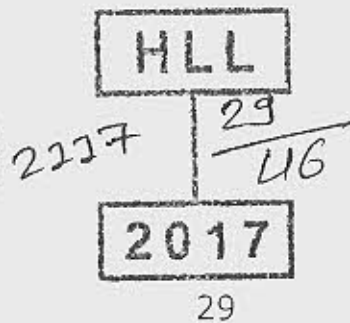
### 25. ATTORNEY

#### 25.1 Appointment

The Borrower hereby irrevocably appoints the JLF Lenders/IDBI as well as each Receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Borrower to act and execute all deeds and things which the Borrower is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the JLF Lenders/IDBI or any Receiver appointed by such Lenders/IDBI and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by Applicable Law conferred on the JLF Lenders/IDBI or any Receiver appointed by it and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to

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hereinabove and also for preservation, enforcement and realisation of the security and the Borrower shall bear the expenses that may be incurred by the JLF Lenders/IDBI or any receiver in that behalf as provided in these presents. *Provided* at any time prior to the occurrence of an Event of Default, the JLF Lenders/IDBI shall exercise its powers under this Clause only if the Borrower fails to comply with the written instructions of the JLF Lenders/IDBI under this Indenture.

## 25.2 Ratification

The Borrower covenants with the JLF Lenders/IDBI to ratify and confirm all acts or things made done or executed by any attorney as contemplated by Clause 25.1 hereinabove.

## 26. APPLICATION OF MONIES

All monies received by the JLF Lenders/IDBI or any Receiver appointed under these presents whether prior to or as a result of the enforcement of the Security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the JLF Lenders/IDBI and shall be applied by the JLF Lenders/IDBI (except as otherwise required by Applicable Law) in accordance with the provisions of the Financing Documents.

## 27. APPLICATION TO COURT



The Lenders/IDBI may, at any time after the Security Interests hereby created become enforceable, apply to the court for an order that the powers hereof be exercised and carried into execution under the directions of the court and for the appointment of a Receiver or receiver or manager of the Mortgaged Property or any of them and for any other order in relation to the execution and administration of the powers hereof as the JLF Lenders/IDBI shall deem expedient and shall be indemnified by the Borrower against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

## 28. LIABILITY TO LENDERS/IDBI FOR DEFICIENCY

The Borrower shall remain liable to the JLF Lenders/IDBI for any deficiency occurring, arising or existing under the Financing Documents.

## 29. LENDERS'/IDBI'S RIGHT TO CARRY ON BUSINESS

- 29.1 On the happening of any Event of Default and upon the Security Interests hereby constituted becoming enforceable and after the JLF Lenders/IDBI shall have made entry or taken possession of the Mortgaged Property and until the Mortgaged Property shall be sold, called in, collected or converted under the

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Power of Sale, the JLF Lenders/IDBI may, if they shall think fit so to do but not otherwise, either themselves carry on and manage the business of the Borrower in and with the Mortgaged Property or any of them or appoint a Receiver to carry on and manage the same and the JLF Lenders/IDBI or the Receiver may manage and conduct the same as they shall in their discretion think fit.

**29.2** The Lenders/IDBI or the Receiver so appointed may, subject to the receipt of any governmental approvals that may be required, for the purpose of carrying on the said business, do all or any of the following acts and things viz:-

- (a) employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the JLF Lenders/IDBI or the Receiver shall think proper;
- (b) renew or replace such plant as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, plant and other property comprised in the Mortgaged Property;
- (c) acquire and provide all such machinery, materials and things as the JLF Lenders/IDBI or the Receiver may consider necessary;
- (d) insure all or any of the Mortgaged Property of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the JLF Lenders/IDBI or the Receiver shall think fit;
- (e) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the said business or the Mortgaged Property or in any way relating to the security and execute, releases or other discharges in relation thereto;
- (f) bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Property;
- (g) allow time for payment of any debt with or without security;
- (h) subject to such consent as may be necessary demise or let out, sub-let or underlet the Mortgaged Property or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as the JLF Lenders/IDBI or the Receiver shall think fit;

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- (i) exchange any part or parts of the Mortgaged Property for any other security or property suitable for the purposes of the Borrower and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise;
- (j) assent to the modification of any contracts or arrangements which may be subsisting in respect of any of the Mortgaged Property and, in particular, the terms of any concession or licence for the time being held;
- (k) execute and do all such acts, deeds and things as to the JLF Lenders/IDBI or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;
- (l) the JLF Lenders/IDBI or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Property as the JLF Lenders/IDBI or the Receiver could do or cause to be done if the JLF Lenders/IDBI or the Receiver had the absolute possession of the Mortgaged Property and had carried on the said business without being answerable for any loss or damage which may happen thereby.

### 30. WAIVER

#### 30.1 No implied waiver or impairment

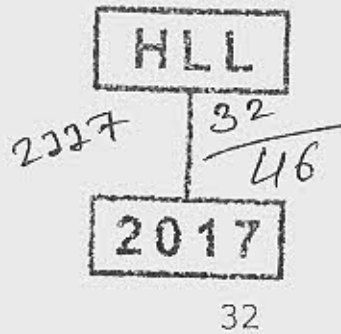
No delay or omission of the JLF Lenders/IDBI or any Receiver in exercising any right, power or remedy accruing to the JLF Lenders/IDBI upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the JLF Lenders/IDBI or any Receiver in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the JLF Lenders/IDBI in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the JLF Lenders/IDBI herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Financing Documents.

#### 30.2 Express Waiver

A waiver or consent granted by the JLF Lenders/IDBI under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

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| IDBI | Borrower |

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### 31. MISCELLANEOUS

#### 31.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the JLF Lenders/IDBI and the Borrower, if any discharge or payment in respect of the Mortgaged Debt by the Borrower or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the JLF Lenders/IDBI shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

#### 31.2 Amendment

All amendments or supplements to the terms of this Indenture can be made only in writing.

#### 31.3 Other Remedies

The rights and remedies conferred upon the JLF Lenders/IDBI under this Indenture:

**31.3.1** shall not prejudice any other rights or remedies to which the JLF Lenders/IDBI may, independently of this Indenture, be entitled; and



**31.3.2** shall not be prejudiced by any other rights or remedies to which the JLF Lenders/IDBI may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the JLF Lenders/IDBI.

#### 31.4 Inconsistency

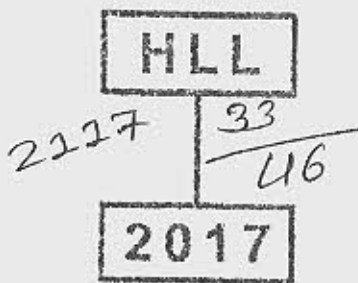
If there is any inconsistency between (i) the rights and obligations of the Borrower in relation to the JLF Lenders/IDBI under this Indenture and (ii) the rights and obligations of the Borrower in relation to the Financing Documents the provisions of this Indenture shall be deemed modified so that the rights and obligations of the Borrower under this Indenture are consistent with the rights and obligations of the Borrower under the Financing Documents.

#### 31.5 Limitation on Rights of Others

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the JLF Lenders/IDBI any legal or equitable right, remedy or claim under or in respect of this Indenture, except as expressly provided in this Indenture, any covenants, conditions or provisions

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contained herein or in the Mortgaged Property, all of which are, and shall be construed to be, for the sole and exclusive benefit of the JLF Lenders.

## 32. COMMUNICATIONS

(i) All notices and other communications provided for hereunder shall be (a) in writing (including telex and telecopier, except as noted below) and (b) telexed, telecopied or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and (if to the Borrower shall be at its address specified in sub-clause (iv) below; and if to the JLF Lenders/IDBI at its address specified in sub-clause (v), or at such other addresses as is designated by such party in a written notice.

(ii) All such notices and communications shall be effective (a) if sent by telex, when sent (with the correct answerback); (b) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number); (c) if sent by person, when delivered; (d) if sent by courier, one Business Day after deposit with an overnight courier if for inland delivery and five Business Days after deposit with an international courier if for overseas delivery; and (e) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

Provided however that any notice or communication to the JLF Lenders/IDBI shall be effective only on actual receipt by the officer of the JLF Lenders/IDBI for whose attention the notice or communication has been expressly marked.

(iii) An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with sub-clause (ii)(a) or (b) above, as the case may be, without regard to the dispatch of such original.

(iv) The address for service of the Borrower shall be:

### **NAGARJUNA FERTILIZERS AND CHEMICALS LIMITED**

D.No.8-2-248, Nagarjuna Hills, Punjagutta,  
Hyderabad-500082

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| IDBI | Borrower |

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Attn : Mr MSP Rama Rao, MD

or such other address and contact number as is designated by the Borrower by not less than five (5) Business Days written notice to the JLF Lenders/IDBI.

The address for service of the JLF Lenders shall be at the Address of IDBI acting on behalf of the JLF Lenders at :

**IDBI BANK LIMITED**

IDBI Bank Limited  
VLCG, IDBI Tower, 4<sup>th</sup> Floor  
Plot no. C 7, G Block, BKC  
Opposite NSE, Bandra East  
Mumbai - 400 051

Attn. Shri DJLM Peter, Deputy General Manager

or such other address and contact number as is designated by the JLF Lenders/IDBI by not less than five (5) Business Days written notice to the Borrower.

**33. PROVISIONS SEVERABLE**

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

**34. GOVERNING LAW**

This Indenture shall be governed by and construed in accordance with Indian law.

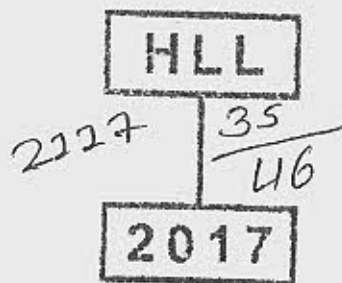
**35. JURISDICTION**

- (i) The Borrower agrees that the courts and tribunals (including the Debt Recovery Tribunal) in Ahmedabad shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Security Documents/ Financing Documents and that accordingly any proceeding arising out of or in connection with the Security Documents/ Financing Documents may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts for

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

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itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals to the extent permissible under Applicable Law.

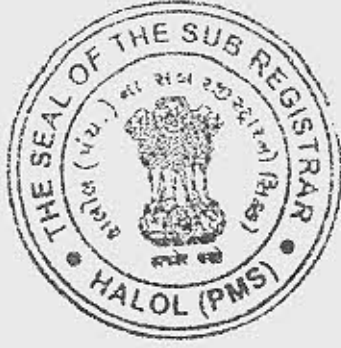
- (ii) The Borrower irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals at Ahmedabad (subject to appeal/revision) and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the courts and tribunals in Andhra Pradesh shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.
- (iii) Nothing contained in this Clause shall, subject to Applicable Law, limit any right of the JLF Lenders/IDBI to take Proceedings in any other court or tribunal 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 and the Borrower irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.
- (iv) The Borrower hereby consents generally in respect of any proceedings arising out of or in connection with any Security Documents/ Financing Documents to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order.
- (v) To the extent that the Borrower may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

#### 36. PLACE OF PAYMENT

All payments under this Indenture shall be made at the place or places specified in the Common Loan Agreement and the Financing Documents.

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#### SCHEDULE I

All those pieces or parcels of freehold non-agricultural lands bearing (a) Survey No.133 admeasuring 300 sq.mtrs or thereabouts, (b) Survey No.136 admeasuring 1772 sq.mtrs or thereabouts, (c) Survey No.139 admeasuring 9093 sq.mtrs or thereabouts, (d) Survey No.140 admeasuring 9837 sq.mtrs or thereabouts all collectively admeasuring 21002 sq.mtrs or thereabouts (earlier being plot Nos. 2505 and 2506 of GIDC) all situate, lying and being at Mouje/Village Chandrapura, Taluka Halol in the State of Gujarat and bounded as under:

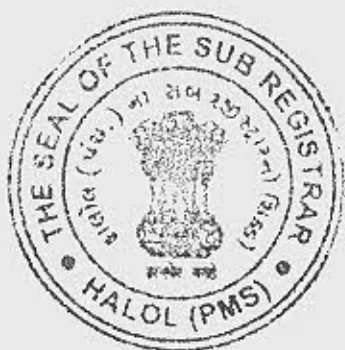
On or towards the East by : GIDC Plot No.2504  
On or towards the West by : GIDC Plot No.2507  
On or towards the North by : GIDC Road  
On or towards the South by : Chapaner Railway Line

together with all buildings and structures constructed/erected thereon and all the equipments, fittings, furnitures and/or to be constructed/erected thereon attached to the earth or permanently fastened to anything attached to the earth or kept or lying thereon.

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## SCHEDULE II

### Details of the Term Loan Facilities

| Serial Number | Name of the Term Lenders             | Commitments/ Term Loan (in INR in Crores) |
|---------------|--------------------------------------|---|
| 1.            | IDBI Bank Limited                    | 340                                       |
| 2.            | ICICI Bank Limited                   | 84  |
| 3.            | State Bank of India                  | 222                                       |
| 4.            | UCO Bank                             | 13  |
|               | <b>Total amount of the Term Loan</b> | <b>659</b>                                |

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IN WITNESS WHEREOF the Common Seal of the Borrower has been hereunto affixed and the Borrower and the Lenders' Agent have caused these presents to be executed by their duly Authorised Officer at the place and on the day, month and year first hereinabove written.

THE COMMON SEAL OF NAGARJUNA FERTILIZERS AND CHEMICALS LIMITED has pursuant to the Resolutions of its Board of Directors passed in that behalf on ~~30th March~~ <sup>30th August</sup>, 2017 hereunto been affixed in the presence of Mr. ~~Matta Arvind Kumar, Managing Director~~ <sup>Matta Arvind Kumar, AGM & Secretarial</sup> who has executed this Indenture on behalf of the Borrower have signed these presents in token thereof.

SIGNED AND DELIVERED BY the within named Mortgagor, NAGARJUNA FERTILIZERS AND CHEMICALS LIMITED by the hands of Mr. ~~Matta Arvind Kumar~~ <sup>Matta Arvind Kumar</sup>, authorized official  
In the presence of:

For Nagarjuna Fertilizers and Chemicals Limited

Assistant General Manager-Secretarial

1.

*M. Arundh*  
Arundh  
(in witness)

2.

*K. D. Joshi*  
(K. D. JOSHI)

|                    |                    |
|--------------------|--------------------|
| <i>[Signature]</i> | <i>[Signature]</i> |
| IDBI               | Borrower           |

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*Smb*  
**SIGNED AND DELIVERED BY** the within named Mortgagee, IDBI BANK LIMITED (acting on behalf of the JLF Lenders) by the hands of **MS. Sumegha M. Bapat** authorized official.

*Smbapat*

In the presence of:

1.

*[Signature]*  
c m s i d h i

2.

*[Signature]*  
(K. D. JOSHI)



**सुमेघा बापट / SUMEGHA BAPAT**  
सहायक महा प्रबंधक / Assistant General Manager  
क.कु.सं. 903208 / EIN : 103284  
आई.डी.बी.आई. बैंक लि. / IDBI BANK LTD.  
(आर.बी.जी.) क्षेत्रीय कार्यालय, वडोदरा / (RBG) Regional Office, Vadodara

**WITNESSES:**

1.

*[Signature]*

2.

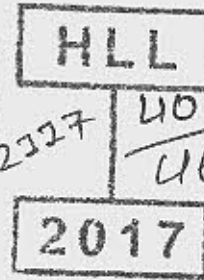
*[Signature]*

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| <i>Smb</i> | <i>[Signature]</i> |
| IDBI       | Borrower           |

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Registered Office :  
Nagarjuna Hills,  
Hyderabad - 500 082, INDIA  
Phones : 23357200, 23357204  
23357589, 23356859  
Fax : (91-40)23354788  
Website : www.nagarjunafertilizers.com  
CIN - L24129AP2006PLC076238



**EXTRACT FROM THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON  
AUGUST 30, 2017**

**TO CONSIDER AND APPROVE SECURITY CREATION IN FAVOUR OF  
JLF LENDERS**

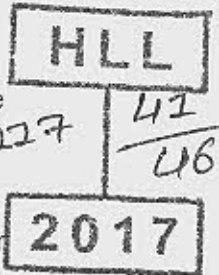
1. "RESOLVED THAT the Board of Directors vide Circular Resolutions dated March 21, 2017 and March 28, 2017 approved and thereafter the same was ratified by the Board of Directors at the meeting held on May 26, 2017 availment of Rupee Term Loan facilities of Rs.800 crores and security creation in favour of JLF Lenders, the Company be and is hereby authorized to avail/continue to avail from the JLF Lenders, the Entire Loan on the terms and conditions of the following financing documents (the "Financing Documents"), drafts of which are hereby approved by the Board:
  - (i) sanction letters;
  - (ii) common loan agreement;
  - (iii) deed of hypothecation together with power of attorney thereto;
  - (iv) escrow agreement
  - (v) documents pertaining to equitable mortgage over certain immovable properties of the Company;
  - (vi) declarations and undertakings in relation to the mortgage of immovable properties; and
  - (vii) any other financing documents (including amendment/supplemental documents) as may be required by the Lender in relation to the Facilities.
2. RESOLVED THAT the consent of the Company be and is hereby granted to extend the Security towards the Entire Loan together with interest, additional interest, liquidated damages, compound interest, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies payable under their respective heads as per the terms and conditions of the Sanction Letter / Revised Sanction Letter (including any amendments thereto), and the Financing Documents.
3. RESOLVED FURTHER THAT the Company authorises Mr. K S Raju, Chairman or Mr. K Rahul Raju, Managing Director or Mr. M Ramakanth, Sr. Vice President

A handwritten signature in dark ink, appearing to be "KR".



– Legal & Company Secretary or Mr. M Aravind Kumar, Assistant General Manager – Secretarial ("Authorised Persons"), severally and Mr. K S Raju, Chairman or Mr. K Rahul Raju, Managing Director or Mr. M Ramakanth, Sr. Vice President – Legal & Company Secretary, be further authorised to authorize such other managerial personnel of the company from time to time, to *inter alia*, do the following acts, deeds and things in the name and on behalf of the Company:

- (i) to accept the terms and conditions of, and to execute the above mentioned Financing Documents (to which the Company is a party), including but not limited to the amendment/supplemental documents, demand promissory note, declarations, indemnities, etc. in relation to the Facilities and to create a valid and enforceable security in favour of the JLF Lenders over the Security as may be required by the JLF Lenders in the form and manner acceptable to them.
- (ii) to open, operate and maintain accounts (of whatsoever nature) with the JLF Lenders as may be required by them in relation to the Entire Loan.
- (iii) to create a registered mortgage or equitable mortgage by deposit (either by way of actual or constructive delivery) of title deeds of such immovable properties of the Company as are acceptable to the JLF Lenders/Lead Bank, for securing the Entire Loan as also execute such declarations on oath as may be required by the JLF Lenders/Lead Bank.
- (iv) to represent the Company before and to submit the relevant Financing Documents with, the concerned Registrar of Companies, Registrar of Sub-Assurances, or any other authorities, (Governmental or Semi-Governmental, judicial/quasi-judicial etc.) as required for the purpose of creation and perfection of the abovementioned securities or otherwise, as may be required by the JLF Lenders/Lead Bank.
- (v) to give, accept, confirm, modify, draw, execute, endorse, discount, negotiate, pay, satisfy, withdraw, discharge, issue and transfer all and any cheques, drafts, bills of exchange, promissory notes (internal and foreign), hundies, bonds, dividend or interest warrants, letters of credit, bills of lading, delivery orders, policies of insurance, negotiable or transferable instruments, agreements, security documents, undertakings,





writings indemnities and all renewals and/or amendments thereto and also all acknowledgment/s or confirmation of debt and/or security, as the JLF Lenders/Lead Bank or their branch may require from time to time, subject to applicable laws and regulations, in connection with / for the Entire Loan and also to operate any or all of the loan account(s) maintained by the Company with the JLF Lenders/Lead Bank, in the name and on behalf of the Company.



- (vi) to request the JLF Lenders/Lead Bank on behalf of the Company/its subsidiary/associate companies to issue/open and operate any letter of credit/standby letter of credit/bank guarantee/cash credit/loan equivalent risk, opened under the Entire Loan.

4. RESOLVED FURTHER to request the Promoter(s) to create the pledge of 26,16,05,287 fully paid up equity shares of the Company in favour of the JLF Lenders to secure the Entire Loan;

RESOLVED FURTHER to request Mr. K.S. Raju and Mr. K. Rahul Raju to provide personal guarantees in favour of the JLF Lenders/Lead Bank as a collateral for the Entire Loan



6. RESOLVED FURTHER THAT Mr. K S Raju, Chairman or Mr. K Rahul Raju, Managing Director or Mr. M Ramakanth, Sr. Vice President – Legal & Company Secretary or Mr. M Aravind Kumar, Assistant General Manager – Secretarial, be authorized severally to file/enable the JLF Lenders/Lead Bank to file necessary e-form(s) with the (i) concerned Registrar of Companies / Ministry of Corporate Affairs; and such other relevant authorities, for registration of charge by way of hypothecation/mortgage or otherwise to be created/modified/extended in favour of the JLF Lenders/Lead Bank in this regard.

7. RESOLVED FURTHER THAT the Common Seal of the Company can be affixed in the presence of presence of two of the following Directors namely Mr. K S Raju, Chairman and Mr. K Rahul Raju, Managing Director or any one of the above mentioned Directors and Mr. M Ramakanth, Sr. Vice President – Legal & Company Secretary or Mr. M Aravind Kumar, Assistant General Manager – Secretarial, who shall sign the same in token thereof or Mr. M Ramakanth, Constituted Attorney or Mr. M Aravind Kumar, Assistant General Manager –





Secretarial, Constituted Attorney as per the Articles of Association of the Company who shall sign the same in token thereof wherever required on the relevant Financing Documents in accordance with the provisions of the Articles of Association of the Company.

8. RESOLVED FURTHER THAT a copy of the above resolutions be furnished to the JLF Lenders/Lead Bank certified as true copy by Mr. M Ramakanth, Sr. Vice President – Legal & Company Secretary and that the Lender may act and rely upon these resolutions.

Certified True Copy  
For Nagarjuna Fertilizers and Chemicals Ltd;

M. Ramakanth  
Company Secretary



|      |    |    |
|------|----|----|
| HLL  |    |    |
| 2117 | 44 | 46 |
| 2017 |    |    |

06/09/17 11:17:15 am Version:1.1.2017.5

Serial No. 2117

Presented of the office of the Sub-Registrar of  
**S.R.O - HALOL** Between the hour of  
 11 to 12 on Date 06/09/2017

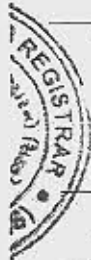
Receipt No :- **2017241003547**

|                            |              |
|----------------------------|--------------|
| Received Fees as following | Rs.          |
| Registration               | 20120        |
| Side Copy Fee ( 58 )       | 580          |
| Postage                    | 100          |
| Other Fees                 | 0            |
| <b>TOTAL :-</b>            | <b>20800</b> |



*Sumegha Bapat*

IDBI Bank Ltd.through its Authorised Signatory  
 Ms.Sumegha Madhav Bapat



*(Tulsidas P Marakna)*

Sub Registrar  
 S.R.O - HALOL

*(Tulsidas P Marakna)*

Sub Registrar  
 S.R.O - HALOL

| Slno      | Party Name and Address   | Age | Photograph | Thumb Impression | Signature            |
|-----------|--|-----|------------|------------------|----------------------|
| Executing |  |     |            |                  |                      |
| 1.000     | Nagarjuna Fertilizers And Chemicals Limited through its Asst.General Manager (Secretarial) Shri Matta Arvind Kumar<br>Add.11-18-12,Mudili Jagannadhar Street,Vijayawada-520001 | 36  |            |                  | <i>(Signature)</i>   |
| Claiming  |  |     |            |                  |                      |
| 1.000     | IDBI Bank Ltd.through its Authorised Signatory Ms.Sumegha Madhav Bapat Add.VLCG,2nd Floor,Mafatlal Centre,Nariman Point Mumbai   | 50  |            |                  | <i>Sumegha Bapat</i> |

Executing Party  
 admits execution

|      |    |    |
|------|----|----|
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| 2117 | 45 | 46 |
| 2017 |    |    |

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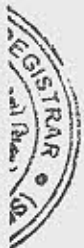
- 1 Kirti Dhirajlal Joshi  
Add.Singhi & Co.1,Magnet Corporate Park,Thaltej,Ahmedabad



- 2 Sohanlal Ahari  
Add.Singhi & Co.1,Magnet Corporate Park,Thaltej,Ahmedabad



State that they personally known  
above named executant and  
Indetifies him/them.



1. Kirti Dhirajlal Joshi

2. SOHANLAL AHARI

Date 6 Month September - 2017

Tulsi Das P Marakna  
Sub Registrar  
S.R.O - HALOL

Received Copies of Certified Evidence of Seller , Buyer and  
Identifiers of Document

Date 06/09/2017

( Tulsi Das P Marakna )  
Sub Registrar  
S.R.O - HALOL

|      |    |    |
|------|----|----|
| HLL  |    |    |
| 2117 | 46 | 46 |
| 2017 |    |    |

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Version:1.1.2017.5

|                   |          |      |                |
|-------------------|----------|------|----------------|
| 1                 | Book No. | 2117 | Registered No. |
| Date : 06/09/2017 |          |      |                |

*(Signature)*  
 (Tuladas P Marakna)  
 Sub Registrar  
 S.R.O - HALOL

