

Sr No	CL NO.	Nature of Assignment	Packet No	Company Name	Document S. No.	Particulars of documents		Place of Execution
406 G	2917	Security Trustee	STCL/DEL/406 G	Ramagundam Fertilizers and Chemicals Limited	1	Copy Of Resolution Dated 12 June 2017	12-06-2017	Delhi
					2	Copy Of Resolution Dated 16 Mar 2016	16-03-2016	
					3	CTC Certificate Of Incorporation(Only 1 Page)		
					4	KYC		
					5	Org Amendment Agreement To The Substitution Agreement Dated 07 Jul 2021	07-07-2021	
					6	Org Declaration Cum Undertaking		
					7	Org Deed Of Accession Dated 18 May 2020(BOB)	18-05-2020	
					8	Org Deed Of Accession Dated 18 May 2020	18-05-2020	
					9	Org Deed Of Accession To Intercreditor Agreement Dated 29 Dec 2021	29-12-2021	
					10	Org Deed Of Accession To STA Dated 29 Dec 2021	29-12-2021	
					11	Org Lease Deed No. 6917 Dated 14 Aug 2017	14-08-2017	
					12	Org Letter Dated 03 Nov 2017	03-11-2017	
					13	Org letter Dated 16 Jul 2018	16-07-2018	
					14	Org Supplemental Deed Dated 09 May 2018	09-05-2018	



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GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Delhi  
4th Floor, IFCI Tower, 61, Nehru Place

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and  
rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED is incorporated on  
this Seventeenth day of February Two Thousand Fifteen under the Companies Act, 2013 and that  
the company is limited by shares.

The CIN of the company is U24100DL2015PLC276753.

Given under my hand at Delhi this Seventeenth day of February Two Thousand Fifteen.

Validity unknown  
Digitally signed by  
Rajneesh Kumar Singh  
Date: 2015.02.17  
13:43:21 GMT+05:30

Rajneesh Kumar Singh  
Assistant Registrar of Companies  
Delhi

Mailing Address as per record available in Registrar of Companies office:

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED  
Scope Complex Core-III, 7,, Institutional Area, Lodhi Road,,  
New Delhi - 110003,  
Delhi, INDIA



Certified Copy

कृते रामागुंडम फर्टिलाइजर्स एवं केमिकल्स लिमिटेड  
For Ramagundam Fertilizers and Chemicals Ltd.

*[Signature]*

कम्पनी सचिव  
Company Secretary







रामगुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

Ramagundam Fertilizers And Chemicals Ltd.

रामगुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड

(A Joint Venture Company of NFL, EIL & FCI)

Corporate Office: 4th Floor, Mohla Building, 4, Bhikaji Cama Palace, New Delhi-110068

Website: www.rfcl.co.in, Tel: +91 11 26701400, Fax: +91 11 26180729

कार्पोरेट कार्यालय: चौथी मंजिल, मोहला बिल्डिंग, 4, भीकजी कामा पलेस, नई दिल्ली-110068

वेबसाइट: www.rfcl.co.in, दूरभाष: +91 11 26701400, फैक्स: +91 11 26180729

Extract from the Minutes of 10<sup>th</sup> Meeting of the Board of Directors of Ramagundam Fertilizers and Chemicals Limited (RFCL) held on Wednesday the 16<sup>th</sup> March, 2016 at 10:30 a.m. at NFL Corporate Office, at A-11, Sector 24, Noida-201301, U.P.

Agenda Item No.10.3.1 Raising of Debt for the Project.

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- i) "RESOLVED THAT pursuant to the provisions of the Companies Act 2013 and the Rules made thereunder, the raising and availing of an aggregate borrowing of Rs.3940.71 crore comprising of such loans as mentioned below from the respective banks / financial institutions ("Lenders") at interest rate as mentioned against their respective names be and is hereby approved. The interest rate for each Lender at any point of time shall be the sum of its base rate (as applicable then) plus the fixed spread of that lender as mentioned against its name below.

S.No.	Name of the Lender	Loan Amount (Rs. Crore)	Interest Rate (Base Rate + Fixed Spread) % p.a.
1.	State Bank of India	1700.00	Lender Base Rate + 0.34
2.	Vijaya Bank	250.00	Lender Base Rate + 0.00
3.	Union Bank of India (UBI)	1500.00	Lender Base Rate + 0.00
4.	Bank of India	163.57	Lender Base Rate + 0.00
5.	Dena Bank	163.57	Lender Base Rate + 0.00
6.	Oriental Bank of Commerce (OBC)	163.57	Lender Base Rate + 0.00
7.	TOTAL	3940.71	

- ii) RESOLVED FURTHER THAT the CFO and CEO be and are hereby jointly authorised to arrange, settle the terms and conditions of the borrowing, to settle any question, difficulty, doubt that may arise in respect of the borrowing and further to do all such acts, deeds and things and to execute all documents and writings including the common rupee loan



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Registered Office: Scope Complex, Gate-11, Institutional Area, Lodi Road, New Delhi-110003  
CIN: U24100DL2015PLC276753

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, गेट-11, संस्थानिक क्षेत्र, लोदी रोड, नई दिल्ली-110003

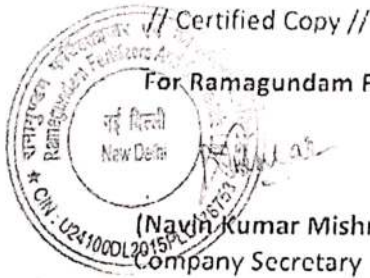
Vistara 2015 PLC 276753



agreement and such other ancillary agreements/ deeds/ undertakings as may be necessary, proper, desirable or expedient to give effect to resolution at Sl.No.(i), as per term sheet with procedural changes to comply with standard terms of Banks, if required, in consultation with SBICap.

- iii) **RESOLVED FURTHER THAT** pursuant to the provisions of the Companies Act 2013 and the Rules made thereunder creation of charge/providing security on such of its assets, accounts, contracts etc as may be agreed between the Company and the Lenders in the common rupee loan agreement to be executed between the Company and the Lenders ("the Loan Agreement") to secure the aforesaid borrowing of Rs.3940.71 crore together with interest, costs, charges, expenses, penal interest, prepayment charges and all other monies payable by the company to the Lenders in accordance with the Loan Agreement be and are hereby approved.
- iv) **RESOLVED FURTHER THAT** the Common Seal of the Company be affixed, if required, on any of the agreements, documents, deeds in accordance with the Articles of Association of the Company.
- v) **RESOLVED FURTHER THAT** the CEO and/ or CFO and/ or Directors of the Company be and are hereby severally authorized to file necessary forms/ information / documents with the Registrar of Companies or such other authority as required under the law.
- vi) **RESOLVED FURTHER THAT** CFO and CEO be and are hereby jointly authorized to finalize, settle and execute such documents/deeds/ writings/papers/agreements as may be required and to do all acts, deeds, matters and things as may be deemed necessary, proper or desirable and to settle any question(s), difficulty(ies) or doubt (s) that may arise in regard to creating security(ies) as aforesaid or other considered to be in the best interest of the company."

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For Ramagundam Fertilizers and Chemicals Limited

(Navin Kumar Mishra)  
Company Secretary

Date : 19<sup>th</sup> February, 2018

Place : New Delhi

*Certified Copy*

कृते रामागुंडम फर्टिलाइजर्स एवं केमिकल्स लिमिटेड

For Ramagundam Fertilizers and Chemicals Limited

Page 2 of 2

*Navin*

कम्पनी सचिव  
Company Secretary





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# दि फर्टिलाइजर कार्पोरेशन ऑफ इण्डिया लिमिटेड

(भारत सरकार का उपक्रम)  
केन्द्रीय कार्यालय

## THE FERTILIZER CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)  
CENTRAL OFFICE

पी.डी.आई.एल. भवन (पांचवा तल)  
ए-14, सेक्टर-1  
नौएडा-201 301  
गौतम बुद्ध नगर (उ०प्र०)



CIN - U74899DL1961GO1003439  
PDIL BHAWAN (5TH FLOOR)  
A-14, SECTOR-1  
NOIDA-201 301  
GAUTAM BUDDH NAGAR (U.P.)  
E-mail : fertcorpindia@nic.in

Certified copy of extract of approval by Board of Directors of the  
Fertilizer Corporation of India Limited by circulation on 12.6.2017

"Sub : Draft Lease Agreement for providing FCIL Ramagundam land  
on lease to RFCL.

Board approved the following:

- The draft Lease Agreement to be entered between FCIL & RFCL and authorize CMD to make changes, if any, that may be required; and
- Authorize Director (Finance) to sign the Lease Agreement on behalf of FCIL."

*Certified True Copy*  
*HR*

*HIRANAND*  
*G.M. (F&A)*

**HIRA NAND**  
General Manager (F&A)

Ramagundam Fertilizers And Chemicals Ltd.  
New Delhi - 110066

*(K. L. Rao)*  
Officer on Special Duty  
Fertilizer Corporation of India Limited  
PDIL Bhawan (5th Floor), A-14, Sector-1,  
NOIDA-201301 (U.P.)

पंजीकृत कार्यालय : 7, इन्स्टीट्यूशनल एरिया, स्कोप कम्प्लेक्स, कोर-III, लोदी रोड, नई दिल्ली-110003  
Registered Office : 7, Institutional Area, SCOPE Complex, Core-III, Lodhi Road, New Delhi-110003  
एकक : सिंदरी (झारखंड), गोरखपुर (उ०प्र०), रामागुण्डम (तेलंगाना), तालचर (ओडीशा)  
Unit : Sindri (Jharkhand), Gorakhpur (U.P.), Ramagundam (Telangana), Talcher (Odisha)  
प्रभाग : कोरबा (छत्तीसगढ़) Division : Korba (Chhatisgarh)

Telephone : 0120-2530023, 2530028, 2443920 Fax : 0120-2537613



# दि फर्टिलाइजर कार्पोरेशन ऑफ इण्डिया लिमिटेड

(भारत सरकार का उपक्रम)

केन्द्रीय कार्यालय



## THE FERTILIZER CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

CENTRAL OFFICE

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ए-14, सेक्टर-1

नौएडा-201 301

गौतम बुद्ध नगर (उ०प्र०)



CIN - U74899DL1961GO1003439

PDIL BHAWAN (5TH FLOOR)

A-14, SECTOR-1

NOIDA-201 301

GAUTAM BUDH NAGAR (U.P.)

E-mail : fertcorpindia@nfc.in

Ref. No.FCIL/CO/Revival/Ramagundam/

dated, the 3<sup>rd</sup> November 2017

The Chief Financial Officer,  
Ramagundam Fertilizers and Chemicals Limited,  
4<sup>th</sup> Floor, Mohta Building, Bhikaji Cama Place,  
New Delhi- 110066.

**Sub : Consent to assign- Ramgundam Project**

Dear Sir,

This is in reference to your letter No. RFCL/FCIL/158 dated 30<sup>th</sup> August 2017 vide which RFCL sought the written consent of Fertilizer Corporation of India Limited(FCIL) for assignment of rights of RFCL as a Lessee under the "Lease Deed" dated 14.08.2017 executed between FCIL and RFCL with respect to Article no. 7.1.1 of the said Lease Deed and in accordance with the terms of Article 14.1.1 of the "Concession Agreement" dated 23.03.2016 executed between FCIL and RFCL.

That in terms of Article no. 14.1.1 of the said Concession Agreement and Article no. 7.1.1 of the said Lease Deed, the wordings of which are reproduced herein below for reference:

**Article 14.1** The Concessionaire (RFCL) shall obtain prior written consent of FCIL with respect of.....

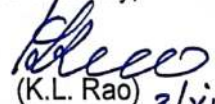
**Article 14.1.1.** assign, mortgage (including equitable mortgage), charge, deal with, sub- license or otherwise grant rights in the Concession, or any of its obligation or liabilities under this Agreement.

**Article 7.1** The Lessee (RFCL) shall obtain prior written consent of FCIL with respect of.....

**Article 7.1.1.** assign, mortgage (including equitable mortgage), charge, deal with, sub- license or otherwise grant rights in the Lease Deed, or any of its obligation or liabilities under this Lease Deed.

FCIL hereby gives its consent to RFCL for assignment of rights of RFCL as a Lessee under the said Lease Deed in terms of Article no. 7.1.1 of the said Lease deed and also in accordance with the terms of Article 14.1.1 of the said Concession Agreement.

Yours faithfully,

  
(K.L. Rao)

Officer on Special Duty 3/xi/2017

पंजीकृत कार्यालय : 7, इन्स्टीट्यूशनल एरिया, स्कोप कम्प्लेक्स, कोर-III, लोदी रोड, नई दिल्ली-110003

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