



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL70482054744252T
Certificate Issued Date	: 28-Dec-2021 03:54 PM
Account Reference	: IMPACC (IV)/ dl752103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75210332475718161211T
Purchased by	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PUNJAB NATIONAL BANK
Second Party	: SBICAP TRUSTEE COMPANY LIMITED
Stamp Duty Paid By	: PUNJAB NATIONAL BANK
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

This stamp paper forms and integral part of the Deed of Accession to amended and restated security trustee agreement dated December 29, 2021 executed amongst State Bank of India as the Rupee Facility Agent, State Bank of India as WC Facility Agent, Punjab National Bank as Acceding Lender, SBICAP Trustee Company Limited as Security Trustee and Ramagundam Fertilizers and Chemicals Limited as the Borrower.



Statutory Attention

1. The authenticity of this Stamp certificate should be verified at www.eStamp.com or using e-Stamp Mobile App. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-DL70460136142551T
Certificate Issued Date	: 28-Dec-2021 03:52 PM
Account Reference	: IMPACC (IV)/ dl752103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75210332476839580449T
Purchased by	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PUNJAB NATIONAL BANK
Second Party	: SBICAP TRUSTEE COMPANY LIMITED
Stamp Duty Paid By	: PUNJAB NATIONAL BANK
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



₹100

Please write or type below this line

IN-DL70460136142551T

This stamp paper forms and integral part of the Deed of Accession to amended and restated security trustee agreement dated December, 29, 2021 executed amongst State Bank of India as the Rupee facility Agent, State Bank of India as WC Facility Agent, Punjab National Bank as Acceding lender, SBICAP Trustee Company Limited as Security Trustee and Ramagundam Fertilizers and Chemicals limited as the Borrower.



Statutory Alert

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DATED DECEMBER 29, 2021

DEED OF ACCESSION TO THE AMENDED AND RESTATED SECURITY TRUSTEE AGREEMENT

AMONGST

STATE BANK OF INDIA
(As Rupee Facility Agent)

AND

STATE BANK OF INDIA
(As WC Facility Agent)

AND

PUNJAB NATIONAL BANK
(As Acceding Lender)

AND

SBICAP TRUSTEE COMPANY LIMITED
(As Security Trustee)

AND

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
(As the Borrower)








cyril amarchand mangaldas
head of the curve



DEED OF ACCESSION

THIS DEED OF ACCESSION (the "**Deed**") dated December 29, 2021 is supplemental to the amended and restated security trustee agreement dated March 05, 2021 (the "**Amended and Restated Security Trustee Agreement**") made at Delhi between (a) Ramagundam Fertilizers and Chemicals Limited, a company incorporated in India under the Companies Act, 2013 (1 of 1956), having a corporate identification number U24100DL2015PLC276753, with its registered office at Scope Complex, Core No. III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and corporate office at 4th Floor, Wing- A, Kribhco Bhawan, Sector-1, Noida, Uttar Pradesh- 201301 (hereinafter referred to as the "**Borrower**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors), (b) **SBICAP Trustee Company Limited**, a company incorporated under the Companies Act, 1956 (1 of 1956) (presently Companies Act, 2013), and having its registered office at 202, Maker Tower "E", Cuffe Parade, Mumbai – 400 005, another office at Mistry Bhavan, 04th Floor, 122 Dinshaw Vachha, Road, Churchgate, Mumbai – 400 020 and an office at 610, 6th Floor, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi – 110001, in its capacity as security trustee for the Lenders (hereinafter referred to as the "**Security Trustee**", which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) and some of the Lenders (as defined therein).

- (A) Upon the request of the Borrower and to enable the Borrower to partly finance the construction and completion of the Project the Original Rupee Lenders had agreed to extend the Original Rupee Facility, on the terms and conditions as more particularly set out in the Original Facility Agreement.
- (B) The Borrower settled a trust for the beneficial interest of the Original Rupee Lenders and appointed SBICAP Trustee Company Limited as the Security Trustee to exercise certain rights and perform certain duties thereto under the Original Security Trustee Agreement.
- (C) Due to unforeseeable circumstances, the construction of the Project was delayed, pursuant to which the Borrower has requested the Cost Overrun Lenders and the Cost Overrun Lenders have agreed to extend a Cost Overrun Facility to the Borrower to fund the Cost Overrun, in accordance with the terms and condition set out in the Amended and Restated Facility Agreement.
- (D) In order to meet the working capital requirements of the Project, the Borrower has requested the Working Capital Lenders and the Working Capital Lenders have agreed to grant to the Borrower, the Working Capital Facility on the terms and conditions as specified under the Working Capital Facility Agreement.
- (E) In supersession of the Original Security Trustee Agreement, a new arrangement has been made operational for the benefit of all the Secured Parties, vide the execution of the Amended and Restated Security Trustee Agreement which *inter alia* provided for

				
SBI (Rupee Facility Agent)	SBI (WC Facility Agent)	Punjab National Bank (Lender)	SBICAP Trustee Company Limited (Security Trustee)	Ramagundam Fertilizers And Chemicals Ltd. (Borrower)



extension of the benefit of the trust settled under the Original Security Trustee Agreement for the benefit of the Cost Overrun Lenders and the Working Capital Lenders as well.

- (F) Punjab National Bank (erstwhile Oriental Bank of Commerce) is an Original Rupee Lender and Cost Overrun Lender to the Borrower. Punjab National Bank which was not a party to the Amended and Restated Security Trustee Agreement on the Original Execution Date has now agreed to accede to the Amended and Restated Security Trustee Agreement by way of execution of this Deed of Accession both in its capacity as the Original Rupee Lender and also as the Cost Overrun Lender.
- (G) The Lenders who are party to the Amended and Restated Security Trustee Agreement have vide exchange of emails authorised the Rupee Facility Agent and the WC Facility Agent to execute this Deed on their behalf to give effect to such accession and for such other matters as provided herein. The Security Trustee has accordingly called upon the Borrower, the Acceding Lender, the Rupee Facility Agent and the WC Facility Agent to execute this Deed as provided herein.



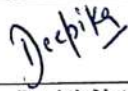


NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Deed agree as follows:

PUNJAB NATIONAL BANK (erstwhile Oriental Bank of Commerce) acting through its Large Corporate Branch, DCM Building, 8th Floor, Barakhamba Road, New Delhi- 110001 ("Acceding Lender") hereby agrees with each other Person, who is or who becomes a Party to the Amended and Restated Security Trustee Agreement that with effect on and from the date hereof, it shall be a party to the Amended and Restated Security Trustee Agreement in its capacity as a:

- (a) Original Lender in respect of its financial assistance of an amount of Rs. 163,57,00,000 (Rupees One Hundred Sixty Three Crores Fifty Seven Lakhs only) under the Original Rupee Facility and shall assume and perform all obligations applicable to an Original Rupee Lender as specified therein; and
- (b) Cost Overrun Lender in respect of its financial assistance of an amount of Rs. 15,33,00,000 (Rupees Fifteen Crores Thirty-Three Lakhs only) under the Cost Overrun Facility and shall assume and perform all obligations applicable to a Cost Overrun Lender as specified therein.

The Acceding Lender hereby appoints the Security Trustee to act as trustee for the benefit of such Original Rupee Lender and the Cost Overrun Lender as provided in the Amended and Restated Security Trustee Agreement, the Financing Documents and the Security Documents and agrees to be bound by such Agreement thereto.

2

				
SBI (Rupee Facility Agent)	SBI (WC Facility Agent)	Punjab National Bank Acceding Lender	SBICAP Trustee Company Limited (Security Trustee)	Borrower



The Parties to the Amended and Restated Security Trustee Agreement further agree that the Amended and Restated Security Trustee Agreement has been executed by the Security Trustee in its capacity as the security trustee for all the Lenders.

Words and expressions defined in the Amended and Restated Security Trustee Agreement have the same meaning when used in this Deed.

3

				
SBI (Facility Agent)	SBLWC (Facility Agent)	Punjab National Bank (Lender)	SBICAP Trustee Company Limited (Security Trustee)	Borrower








IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorised official on the day, month and year first above written.

THE COMMON SEAL of RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED has pursuant to the articles of the Borrower, been affixed in the presence of Shri. S. K. Handa Director, Shri. Yash Paul Bhola Director and Pratima Aggarwal Company Secretary, who have signed these presents in token thereof.

SIGNED AND DELIVERED by Mr./Ms. ATUL KUMAR JAIN

CEO, Mr./Ms. INDER CHAWLA, CFO, the authorised officials of RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED, pursuant to the Resolutions of its Board passed in that behalf on the March 16, 2016 and January 24, 2020.

SIGNED AND DELIVERED by the within named SBICAP TRUSTEE COMPANY LIMITED, in its capacity as the Security Trustee by the hands of Shri/Smt. RAJESH CHANDRA, its authorised official.

SIGNED AND DELIVERED by the within named PUNJAB NATIONAL BANK, in its capacity as Acceding Lender by the hands of Shri/Smt. DEEPIKA, its authorised official.

Pratima Aggarwal
Yash Paul Bhola



For SBICAP TRUSTEE COMPANY LTD.

Randhawa
Authorised Signatory

कृते पंजाब नेशनल बैंक/For Punjab National Bank

Deepika

प्रबंधक/Manager
डीसीएम भवन (8वीं तल), 16 बाराखम्बा रोड, नई दिल्ली-01
DCM Bldg. (8th Floor), 16, Barakhamba Road, New Delhi-01

SIGNED AND DELIVERED by the within named
STATE BANK OF INDIA, in its capacity as Rupee
Facility Agent by the hands of
Shri/Smt. Sanjay Kumar
_____, its authorised official

For STATE BANK OF INDIA



Sanjay Kumar
Authorised Signatory
Commercial Br., Nehru Place, New Delhi

SIGNED AND DELIVERED by the within named
STATE BANK OF INDIA, in its capacity as WC
Facility Agent by the hands of
Shri/Smt. Sanjay Kumar
_____, its authorised official.

For STATE BANK OF INDIA



Sanjay Kumar
Authorised Signatory
Commercial Br., Nehru Place, New Delhi

BY HAND

Reference No. RFCL/F&A/Security Trustee/DOA

Date: 3rd Jan'2022

M/s SBICAP Trustee Company Limited
610, 6th Floor, Ansal Bhawan, Kasturba Gandhi Marg,
New Delhi- 110 001

Sub: Submission of documents – Deed of Accession

Sir,

Kindly refer to your letter reference 0102/2016-2017/CL-1648 dated 29th September 2016 for Appointment SBICAP Trustee Company Ltd. as Security Trustee and acceptance of RFCL of the same vide letter reference RFCL/F&A/Security Trustee Dated: 3rd Oct'2016.

Following documents, **IN ORIGINAL**, are being submitted herewith:

1. Deed of Accession to the Amended and Restated Security Trustee Agreement dated 29th Dec'2021.
2. Deed of Accession to the Amended and Restated Inter-creditor Agreement dated 29th Dec'2021.

Kindly acknowledge receipt & issue holding certificates for the aforesaid documents.

Thanking you

Yours sincerely

For & on behalf of
Ramagundam Fertilizers And Chemicals Limited



(Sanjay Grover)
Manager (F&A)

Encl: As above.

CC:

Speed post/Courier

M/s SBICAP Trustee Company Limited }
Apeejay House, 6th Floor, }
3 Dinshaw Wachha Road, Churchgate, }
Mumbai-400 020 }

For information please.