

**Government of National Capital Territory of Delhi**

## e-Stamp

Certificate No.	: IN-DL70461731094924T
Certificate Issued Date	: 28-Dec-2021 03:53 PM
Account Reference	: IMPACC (IV)/ dl752103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75210332478689342235T
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	: STATE BANK OF INDIA
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 Intercreditor 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 State Bank of India as Intercreditor agent.



**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.com)' or using e-Stamp Mobile App of Stock Holding. 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.



सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL70460987307691T  
 Certificate Issued Date : 28-Dec-2021 03:53 PM  
 Account Reference : IMPACC (IV)/ dl752103/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL75210332479980264966T  
 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 : STATE BANK OF INDIA  
 Stamp Duty Paid By : PUNJAB NATIONAL BANK  
 Stamp Duty Amount(Rs.) : 100  
 (One 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 intercreditor 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 State Bank of India as Intercreditor Agent.



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DATED DECEMBER 29, 2021

# DEED OF ACCESSION TO THE AMENDED AND RESTATED INTERCREDITOR 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 the Security Trustee)

AND

STATE BANK OF INDIA  
(As Intercreditor Agent)



cyril amarchand mangaldas  
ahead of the curve



## DEED OF ACCESSION

**THIS DEED OF ACCESSION** (the "**Deed**") dated December 29, 2021 is supplemental to the amended and restated intercreditor agreement dated March 05, 2021 (the "**Amended and Restated Intercréditor Agreement**") executed *inter alia* among the Intercréditor Agent, Security Trustee, the Rupee Facility Agent, the WC Facility Agent and the Lenders is made at Delhi.

- (A) Upon the request of 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) 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) Further, pursuant to the terms of the amended and restated security trustee agreement, dated February 9, 2017, as may be further amended, amended and restated, modified or supplemented from time to time (including vide the deed of accession dated December 29, 2021) (hereinafter referred to as the "**Security Trustee Agreement**"), the Borrower has appointed SBICAP Trustee Company Limited to act as Security Trustee for the benefit of the Secured Parties (*as defined hereunder*) to hold the Security in trust, on terms and conditions contained in the Financing Documents (*as defined hereunder*).
- (E) The concerned Parties have also entered into an Amended and Restated Intercréditor Agreement to (i) set out the provisions for the Lenders for co-ordinating the protection created under the Security Documents and (ii) exercise of the Lenders' respective rights, powers and remedies under the Financing Documents.

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

- (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 Intercreditor Agreement on the Original Execution Date has now agreed to accede to the Amended and Restated Intercreditor Agreement by way of execution of this Deed 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 Intercreditor 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 Intercreditor Agent has accordingly called upon the Security Trustee, 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) of Large Corporate Bank, DCM Building, 8<sup>th</sup> 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 Intercreditor Agreement that with effect on and from the date hereof, it shall be a party to the Amended and Restated Intercreditor 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 Intercreditor Agent to act as its agent as provided in the Amended and Restated Intercreditor Agreement, the Financing Documents and the Security Documents and agrees to be bound by such Agreement thereto.

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


				
SBI (Rupee Facility Agent)	SBI (WC Facility Agent)	Punjab National Bank (Acceding Lender) D. No. 814300	SBICAP Trustee Company Limited (Security Trustee)	SBI (Intercreditor Agent)

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.



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.

For SBICAP TRUSTEE COMPANY LTD.  
  
Authorised Signatory



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.

कृते पंजाब नेशनल बैंक/For Punjab National Bank  
  
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  
  
  
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  
  
  
Authorised Signatory  
Commercial Br., Nehru Place, New Delhi

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

For STATE BANK OF INDIA  
  
  
Authorised Signatory  
Commercial Br., Nehru Place, New Delhi