



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL85308279287500T
Certificate Issued Date	: 15-Jun-2021 01:39 PM
Account Reference	: IMPACC (IV)/ dl1005503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL100550369207021032475T
Purchased by	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Description of Document	: Article 5(c) Rectification Deed- Immovable
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Second Party	: FERTILIZER CORPORATION OF INDIA LIMITED
Stamp Duty Paid By	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

THIS STAMP DUTY FORMS AN INTEGRAL PART OF AMENDMENT AGREEMENT
TO THE SUBSTITUTION AGREEMENT EXECUTED ON 7th July' 2021.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The Onus of checking the legitimacy is on the users of the certificate.
4. 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-DL85307730455036T
Certificate Issued Date	: 15-Jun-2021 01:39 PM
Account Reference	: IMPACC (IV)/ dl1005503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL100550369207695573253T
Purchased by	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Description of Document	: Article 5(c) Rectification Deed- Immovable
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Second Party	: FERTILIZER CORPORATION OF INDIA LIMITED
Stamp Duty Paid By	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line.....

THIS STAMP DUTY FORMS AN INTEGRAL PART OF AMENDMENT AGREEMENT TO
THE SUBSTITUTION AGREEMENT EXECUTED ON 24th July 2021.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. 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-DL85308482978906T
Certificate Issued Date	: 15-Jun-2021 01:40 PM
Account Reference	: IMPACC (IV)/ dl1005503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL100550369205154614349T
Purchased by	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Description of Document	: Article 5(c) Rectification Deed- Immovable
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Second Party	: FERTILIZER CORPORATION OF INDIA LIMITED
Stamp Duty Paid By	: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



-----Please write or type below this line-----

*THIS STAMP DEDER FORMS AN INTEGRAL PART OF AMENDMENT AGREEMENT TO
THE SUBSTITUTION AGREEMENT EXECUTED ON 7th JULY 2021.*



Statutory Alert:

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



Scanned with OKEN Scanner



DATED _____, 2021

**AMENDMENT AGREEMENT
TO SUBSTITUTION AGREEMENT
DATED AUGUST 14, 2017**

AMONG

FERTILIZER CORPORATION OF INDIA LIMITED
as FCIL

AND

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
as the Concessionaire

AND

STATE BANK OF INDIA
as the Lenders' Representative



ahead of the curve



TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION	2
2. AMENDMENTS	2
3. MISCELLANEOUS PROVISIONS	3



AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT to the Substitution Agreement (referred below) ("Amendment Agreement") is made at New Delhi and executed on the day of July, 2021.

AMONGST

1. **FERTILIZER CORPORATION OF INDIA LIMITED**, a company incorporated in India under the provisions of Companies Act, 1956, having a corporate identification number U74899DL1961GOI003439, with its registered office at Scope Complex, Core- 111. 7. Institutional Area, Lodhi Road New Delhi 110003 and its corporate office at A - 14. PDII Bhawan, Sector 1, Noida 201301 (hereinafter referred to as "**FCIL**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
2. **RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED**, a company incorporated in India under the Companies Act, 2013, having a corporate identification number U24100DL2015PLC276753, with its registered office at Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003 (hereinafter referred to as the "**Concessionaire**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors, permitted assignees and substitutes); and
3. **STATE BANK OF INDIA**, a body corporate constituted under the State Bank of India Act, 1955 (23 of 1955) having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman point, Mumbai 400021 and one of its business units at Project Finance & Structuring SBU, 4th Floor, Mafatlal Centre, Nariman Point, Mumbai 400 021 (hereinafter referred to as the "**Lenders' Representative**", acting for and on behalf of the Rupee Lenders, as their duly authorized agent with regard to matters arising out of or in relation to this Agreement, and which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include their successors, transferees, novatees and assigns).

Each of the parties mentioned above, are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) Upon the request of the Concessionaire and to enable the Concessionaire to partly finance the construction and completion of the Project, the Rupee Lenders had on the terms and conditions stipulated under Facility Agreement dated September 26, 2016, as may be amended, restated and supplemented from time to time

 <p>Ramagundam Fertilizers and Chemicals Limited as the Concessionaire</p>	 <p>Ramagundam Fertilizers and Chemicals Limited as the Concessionaire</p>	 <p>Fertilizer Corporation of India Limited as FCIL (Director Finance)</p>	 <p>State Bank of India as the Lender's representative</p>
---	---	--	---

("Original Facility Agreement") agreed to grant to the Borrower the Original Rupee Facility.

- (B) The Parties, executed a substitution agreement dated August 14, 2017 ("Substitution Agreement"), setting out the rights of the Rupee Lenders to transfer, assign and substitute the Concessionaire by a Nominated Company (*as defined in the Substitution Agreement*) in accordance with the provisions of the Substitution Agreement and the Concession Agreement.
- (C) Due to the occurrence of a cost overrun event, upon the request of the Concessionaire, the Cost Overrun Lenders agreed to provide to the Concessionaire a Cost Overrun Facility, in accordance with the terms and conditions set out under the Amended and Restated Original Facility Agreement dated March 12, 2020, executed between the Concessionaire, the Lenders' Representative and the Rupee Lenders ("A&R Facility Agreement").
- (D) In light of the above, pursuant to this Amendment Agreement, the Parties propose to amend certain terms of the Substitution Agreement, to include the rights of the Cost Overrun Lenders under the Substitution Agreement, in the manner set out herein.

NOW THEREFORE in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as set out below:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

All terms capitalised in this Amendment Agreement, shall have the meanings given to them under either the Substitution Agreement or the Concession Agreement, as the case may be.

1.2 Interpretation

The provisions relating to Interpretation as contained in Clause 1.2 of the Substitution Agreement shall apply *mutatis mutandis* to this Amendment Agreement.

2. AMENDMENTS

- 2.1 The definition of "Facility Agreement" shall be amended and restated as follows:-

"Facility Agreement" means the Original Facility Agreement entered into between the Concessionaire, the Lenders' Representative and the banks and



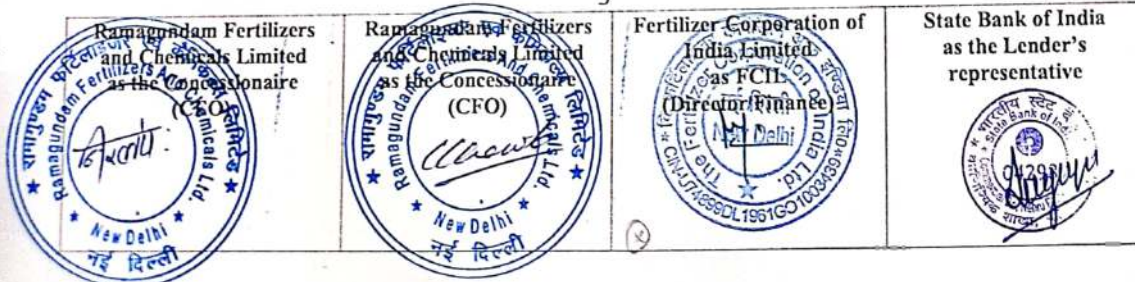
financial institutions set out thereunder, and as may be amended, modified, amended and restated, from time to time"

- 2.2 The definition of "Lenders" shall be amended and restated as follows:-

"Lenders" shall have the meaning ascribed to the term "Rupee Lenders" under the Facility Agreement;"

3. MISCELLANEOUS PROVISIONS

- 3.1 This Amendment Agreement is hereby incorporated in and shall be an integral part of the Substitution Agreement and shall be a Financing Document under the A&R Facility Agreement.
- 3.2 This Amendment Agreement shall amend the Substitution Agreement to the extent provided herein, and except as set forth in this Amendment Agreement, the Substitution Agreement remains unmodified and in full force and effect.
- 3.3 The provisions in Clause 7 (*Dispute Resolution*), Clause 8.1 (*Governing Law and Jurisdiction*), Clause 8.3 (*Priority of Agreements*), Clause 8.5 (*Waiver*), Clause 8.7 (*Survival*) Clause 8.8 (*Severability*) and Clause 8.9 (*Successors and Assigns*) of the Substitution Agreement shall apply to this Amendment Agreement, as if set out here in full.
- 3.4 The Concessionaire agrees to bear all fees, costs and expenses, including legal fees in relation to the preparation, finalization and execution of this Amendment Agreement.
- 3.5 This Amendment Agreement may be executed in 3 (three) counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.



IN WITNESS WHEREOF the Parties have caused this Amendment Agreement to be executed on the day, month and year first hereinabove 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. Nirlep Singh Rai Director and Ms. Pratigya Aggarwal Company Secretary, who have signed these presents in token thereof.

SIGNED AND DELIVERED by Mr./Ms. NIRLEP SINGH RAI, 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 Mr./Ms. Niranjan Lal, Director Finance, the authorised officials of FERTILIZER CORPORATION OF INDIA LIMITED, pursuant to the Resolution of its Board passed in that behalf on the May 12, 2017.

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

16/04/20: Sanjay

Pratigya

16/04/20

निरलेप सिंह राय / NIRLEP SINGH RAI
मुख्य कार्यपालक अधिकारी / Chief Executive Officer
रामागुंडम फर्टिलाइजर्स एवं केमिकल्स लिमिटेड
Ramagundam Fertilizers and Chemicals Ltd.

INDER CHAWLA
INDER CHAWLA
Chief Financial Officer
Ramagundam Fertilizers And Chemicals Ltd.

Niranjan Lal
(Niranjan Lal)
Director (Finance)
The Fertilizer Corporation of India Ltd.
7, Institutional Area,
SCOPE Complex, Core III,
Lodhi Road, New Delhi-110003

For State Bank of India



Sanjay Kumar
Relationship Manager
Commercial Branch, Nehru Place, New Delhi-19



रामगुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

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

No. RFCL/Term Loan/

Dated: 9th July, 2021

SBICAP Trustee Company Limited,
A-610, 6th Floor,
Ansal Bhawan,
Kasturba Gandhi Marg,
New Delhi – 110 001

Kind Attention: Mr Abhimanu Nirulla

**Sub: Submission of Original Amendment Agreement to Substitution Agreement –
signed on 7th July, 2021**

Dear sir,

Please find attached subject document duly executed on non-judicial stamp paper of Rs 1500/- having 4 pages (apart from non-judicial stamp papers) having common seal of Ramagundam Fertilizers and Chemicals Limited, New Delhi.

Pl acknowledge receipt of original document and arrange to issue Holding Certificate.

Thanking you,

Yours Truly,

(Rajat Kwatra)
Chief Manager (F&A)



Registered and Corporate Office : 3rd and 4th Floor, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066 Tel.: +91 11 26701400, Website : www.rfcl.co.in, CIN : U24100DL2015PLC276753
पंजीकृत एवं कॉर्पोरेट कार्यालय : तीसरी एवं चौथी मंजिल, मोहता बिल्डिंग, 4, भीकाजी कामा प्लेस, नई दिल्ली-110066



Scanned with OKEN Scanner