

**Date: August 14, 2023**

**National Stock Exchange of India Ltd.,**  
Plot No. C/1 'G' Block  
Bandra – Kurla Complex Bandra  
East, Mumbai 400 051  
**Scrip Code: AMBUJACEM**

**Bombay Stock Exchange Limited**  
Phiroz Jeejeebhoy Towers,  
Dalal Street, Mumbai – 400 023  
**Scrip Code: 500425**

**Luxembourg Stock Exchange,**  
S A. 35A, Boulevard Joseph II,  
L-1840 Luxembourg,  
"Luxembourg Stock Ex-Group ID "  
<ost@bourse.lu

Dear Sirs,

**Sub: Disclosure under Regulation 3oA of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 read with Clause 5A of Para A of Schedule III and the circular no. SEBI/ HO/ CFD/ CFD-PoD-1/ P/ CIR/ 2023/ 123 issued by SEBI on July 13, 2023**

We are hereby enclosing disclosure received from Xcent Trade and Investment Ltd, holding entity of Promoter of the company relating to Subsisting Agreements.

The above disclosure is also available on the website of the Company i.e. [www.ambujacement.com](http://www.ambujacement.com).

Thanking you,

Yours faithfully,

**For Ambuja Cements Limited**

**Vinod Bahety**  
**Chief Financial Officer**

**Ambuja Cements Ltd**  
Registered office:  
Adani Corporate House  
Shantigram, S.G. Highway  
Khodiyar, Ahmedabad – 382 421  
Gujarat, India

Ph +91 79-2555 5555  
[www.ambujacement.com](http://www.ambujacement.com)  
CIN: L26942GJ1981PLC004717

Date: 31<sup>st</sup> July, 2023

To,

**Ambuja Cements Limited**  
**Adani Corporate House,**  
**Shantigram, Nr. Vaishno Devi Circle,**  
**S G Highway, Khodiyar,**  
**Ahmedabad, Gujarat, 382421**

**Subject: Disclosure pursuant to Regulation 30A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sir,

As per the requirements of Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the circular of the SEBI dated July 13, 2023 bearing number SEBI/GO/CFD/CFD-PoD-1/P/CIR/2023/123, please see below information regarding the following agreements executed by us:

- (i) Facility agreement dated July 25, 2022 executed by us;
- (ii) Note trust deed dated July 25, 2022 executed by us; and
- (iii) Common terms agreement dated July 25, 2022 executed by us.

| Sr. No. | Information Required as per Annexure I of SEBI Circular dated July 13, 2023   | Disclosure   |
|---------|---|--|
| 1.      | if the listed entity is a party to the agreement,<br>i. details of the counterparties (including name and relationship with the listed entity);   | The listed entity is not a party to the agreement.   |
| 2.      | if listed entity is not a party to the agreement,<br>i. name of the party entering into such an agreement and the relationship with the listed entity;<br>ii. details of the counterparties to the agreement (including name and relationship with the listed entity);<br>iii. date of entering into the agreement. | i. <b>Name of Party and Relationship:</b> Xcent Trade and Investment Limited ("Xcent"), is the holding entity of promoter of the listed entity.<br>ii. <b>Details of the counterparties:</b><br><b>A. Facility Agreement:</b><br>The facility agreement has been signed by Xcent with Xcent as the Borrower, the Mandated Lead Arrangers and Bookrunners listed below, the other Mandated Lead Arrangers listed below, the Lenders as listed below, Deutsche Bank AG, Hong Kong Branch as Agent and Security Agent.<br>Each of the counterparties (other than Xcent) are international financial |

| Sr. No. | Information Required as per Annexure I of SEBI Circular dated July 13, 2023 | Disclosure  |
|---------|---|---|
|         |   | <p>institutions and lenders and are external unrelated third parties to the listed entity.</p> <p><b>Details of lenders:</b></p> <ul style="list-style-type: none"> <li>(a) Standard Chartered Bank (Singapore) Limited</li> <li>(b) DBS Bank Ltd.</li> <li>(c) MUFG Bank, Ltd., Singapore Branch</li> <li>(d) Intesa Sanpaolo S.p.A., Singapore Branch</li> <li>(e) Barclays Bank PLC</li> <li>(f) First Abu Dhabi Bank PJSC</li> </ul> <p><b>Details of Mandated Lead Arrangers and Bookrunners</b></p> <ul style="list-style-type: none"> <li>(a) Barclays Bank Plc</li> <li>(b) Deutsche Bank Ag, Singapore Branch</li> <li>(c) Standard Chartered Bank (Singapore) Limited</li> <li>(d) DBS Bank Ltd.</li> <li>(e) MUFG Bank, Ltd.</li> </ul> <p><b>Other Mandated Lead Arrangers</b></p> <ul style="list-style-type: none"> <li>(a) Intesa Sanpaolo S.P.A., Singapore Branch</li> <li>(b) First Abu Dhabi Bank PJSC</li> </ul> <p><b>B. Facility Agreement:</b></p> <p>The note trust deed has been executed with Xcent Trade and Investment Ltd as the Issuer with Barclays Bank PLC, Deutsche Bank AG, Singapore Branch, and Standard Chartered Bank (Singapore) Limited as the original subscribers being as listed below.</p> <p><b>C. Common Terms Agreement:</b></p> <p>The note trust deed has been executed with:</p> <ul style="list-style-type: none"> <li>(a) Xcent Trade and Investment Ltd as the Issuer and Borrower,</li> <li>(b) The Mandated Lead Arrangers and Bookrunners, Mandated Lead Arrangers, Facility Agent and Security Agent, as part of</li> </ul> |

| Sr. No. | Information Required as per Annexure I of SEBI Circular dated July 13, 2023   | Disclosure  |
|---------|---|---|
|         |   | <p>the Facility Agreement listed above,</p> <p>(c) Standard Charters Bank (Singapore) Limited, DBS Bank Ltd., MUFG Bank, Ltd., Singapore Branch, Barclays Bank PLC, Intesa Sanpaolo S.p.A, Singapore Branche and First Abu Dhabi Bank PJSC;, as the Original Lenders and</p> <p>(d) Deutsche Bank AG, Hong Kong Branch, as Common Terms Agent.</p> <p>iii. <b>Date of execution:</b> Each of the above agreements were executed on July 25, 2022.</p> |
| 3.      | purpose of entering into the agreement;   | The agreements have been entered into for funding the payments by Endeavour Trade and Investment Limited (“ <b>Endeavour</b> ”) under the share purchase agreement executed by Endeavour for the acquisition of shares of Holderind Investments Ltd. from the erstwhile shareholders.   |
| 4.      | shareholding, if any, in the entity with whom the agreement is executed   | The listed entity does not hold any shares in the entities which have executed the Facility Agreement.  |
| 5.      | significant terms of the agreement (in brief);  | <p>The agreements has been entered into for an aggregate amount of USD 1,000,000,000 and contains terms which are customary to a transaction of such nature.</p> <p>The significant terms of the agreement as relevant for the purposes of Regulation 30A are set out in Annexure I hereto.</p>   |
| 6.      | extent and the nature of impact on management or control of the listed entity   | No impact on management or control of the listed entity.  |
| 7.      | details and quantification of the restriction or liability imposed upon the listed entity                                       | No liabilities have been imposed on the listed entity. As part of standard financing covenants, and to provide to the Lenders their standard lender protection rights, the Borrower (in its capacity as the holding entity of promoter of the listed company) have agreed to certain covenants and compliances which pertaining to itself and to the listed company. Please see Annexure I below for the details.                                     |
| 8.      | whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship | Xcent is a the holding entity of promoter of the listed entity. The other counterparties are not related to promoter/promoter group/ group companies in any manner.   |
| 9.      | whether the transaction would fall within related party   | Since the counterparties are not related to promoter/promoter group/ group companies and are  |

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|---------|---|---|
|         | transactions? If yes, whether the same is done at "arm's length"  | banks and financial institutions, the transaction is not a related party transaction. |
| 10.     | in case of issuance of shares to the parties, details of issue price, class of shares issued  | Not applicable.   |
| 11.     | any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.  | Not applicable.   |
| 12.     | <p>in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ol style="list-style-type: none"> <li>i. name of parties to the agreement;</li> <li>ii. nature of the agreement;</li> <li>iii. date of execution of the agreement;</li> <li>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</li> <li>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</li> </ol> | Not applicable.   |

Yours sincerely,  
For **Xcent Trade and Investment Limited**



Name: **Shakill Ahmad Toorabally**

Designation: **Director**



**ANNEXURE – I**

**KEY TERMS**

| <b>Head</b>         | <b>Terms</b>  |
|---------------------|---|
| Borrower and Issuer | Xcent Trade and Investment Ltd (" <b>Borrower</b> ")  |
| Amount:             | USD 1,000,000,000   |
| Parties             | <p><b>A. Facility Agreement:</b></p> <p>The facility agreement has been signed by Xcent with Xcent as the Borrower, the Mandated Lead Arrangers and Bookrunners listed below, the other Mandated Lead Arrangers listed below, the Lenders as listed below, Deutsche Bank AG, Hong Kong Branch as Agent and Security Agent.</p> <p>Each of the counterparties (other than Xcent) are international financial institutions and lenders and are external unrelated third parties to the listed entity.</p> <p><b>Details of lenders:</b></p> <ul style="list-style-type: none"> <li>(a) Standard Chartered Bank (Singapore) Limited</li> <li>(b) DBS Bank Ltd.</li> <li>(c) MUFG Bank, Ltd., Singapore Branch</li> <li>(d) Intesa Sanpaolo S.p.A., Singapore Branch</li> <li>(e) Barclays Bank PLC</li> <li>(f) First Abu Dhabi Bank PJSC</li> </ul> <p><b>Details of Mandated Lead Arrangers and Bookrunners</b></p> <ul style="list-style-type: none"> <li>(a) Barclays Bank Plc</li> <li>(b) Deutsche Bank Ag, Singapore Branch</li> <li>(c) Standard Chartered Bank (Singapore) Limited</li> <li>(d) DBS Bank Ltd.</li> <li>(e) MUFG Bank, Ltd.</li> </ul> <p><b>Other Mandated Lead Arrangers</b></p> <ul style="list-style-type: none"> <li>(a) Intesa Sanpaolo S.P.A., Singapore Branch</li> <li>(b) First Abu Dhabi Bank PJSC</li> </ul> <p><b>B. Facility Agreement:</b></p> <p>The note trust deed has been executed with Xcent Trade and Investment Ltd as the Issuer with Barclays Bank PLC, Deutsche Bank AG, Singapore Branch, and Standard Chartered Bank (Singapore) Limited as the original subscribers being as listed below.</p> <p><b>C. Common Terms Agreement:</b></p> <p>The note trust deed has been executed with:</p> <ul style="list-style-type: none"> <li>(a) Xcent Trade and Investment Ltd as the Issuer and Borrower,</li> </ul> |



| Head              | Terms  |
|-------------------|--|
|                   | <p>(b) The Mandated Lead Arrangers and Bookrunners, Mandated Lead Arrangers, Facility Agent and Security Agent, as part of the Facility Agreement listed above,</p> <p>(c) Standard Charters Bank (Singapore) Limited, DBS Bank Ltd., MUFG Bank, Ltd., Singapore Branch, Barclays Bank PLC, Intesa Sanpaolo S.p.A, Singapore Branche and First Abu Dhabi Bank PJSC, as the Original Lenders and</p> <p>(d) Deutsche Bank AG, Hong Kong Branch, as Common Terms Agent.</p>  |
| Significant Terms | <p>The Facility Agreement provides for standard covenants, including affirmative covenants, negative covenants and information covenants which the Borrower has agreed in order to provide protection to the Lenders.</p> <p>In this respect, the Borrower (as the the holding entity of promoter of the listed company) has also agreed to ensure that the listed company continues to be in compliance with certain aspects, namely applicable laws, tax laws, and certain additional covenants to ensure that the listed company carries out its business in the proper manner. An illustrative list is of such covenants set out below:</p> <ul style="list-style-type: none"> <li>• To comply with applicable laws including environmental laws</li> <li>• Pay all taxes as and when they become due</li> <li>• To preserve and maintain assets in good condition</li> <li>• To ensure that transactions undertaken with related parties are on an arm's length basis</li> <li>• Obtain and maintain insurance in respect of its assets</li> <li>• Preserve and protect its intellectual property and pay all fees and taxes necessary to do so;</li> <li>• Comply with anti-corruption laws</li> </ul> <p>Further, to give comfort to the Lenders and with the view towards value preservation, the Borrower (as the holding entity of promoter of the listed company) has also agreed that to ensure in its capacity as the holding entity of promoter of the listed company that certain critical activities / actions may be carried out by the listed company (namely undertaking capital expenditure beyond certain thresholds, undertaking any mergers and acquisitions, giving of loans, changing nature of business, disposal of significant assets, availing any significant non-working capital borrowings, creation of security) only if meets certain parameters and/or with consent of the Lenders.</p> <p>Further all encumbrances created for the Lenders have already been disclosed in compliance with the requirements of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (as amended from time to time)</p> <p>Further, as is usual for such transactions, the Borrower (as the holding entity of promoter of the listed company) has also agreed to make available certain material information pertaining themselves and the listed company to the Lenders, namely financial results or occurrence of any other material</p> |

| Head              | Terms   |
|-------------------|---|
|                   | <p>developments as part of the standard information covenants as required by Lenders.</p> <p>The Borrower (as the holding entity of promoter of the listed company) have also agreed to comply with typical financial covenants which are tested from time to time, taking into account consolidated EBITDA and debt of the Borrower.</p> |
| Events of Default | <p>Customary to a transaction of such nature and subject to appropriate carve out. An indicative list is set out below:</p> <ul style="list-style-type: none"> <li>• Non-payment</li> <li>• Breach of covenants</li> <li>• Cross default</li> <li>• Insolvency and insolvency proceedings</li> <li>• Material adverse effect</li> </ul>   |
| Governing Law     | English Law   |