

**इंजीनियर्स
इंडिया लिमिटेड**
(भारत सरकार का उपक्रम)
एक नवतन्त्र कम्पनी

**ENGINEERS
INDIA LIMITED**
(A Govt. of India Undertaking)
A Navratna Company

पंजीकृत कार्यालय : इंजीनियर्स इंडिया भवन, 1, भीकाएजी कामा प्लेस, नई दिल्ली-110 066 भारत
Regd. Office : Engineers India Bhawan, 1, Bhikaiji Cama Place, New Delhi-110 066 INDIA
ईमेल/e-mail: company.secretary@eil.co.in, दूरभाष /Phone: 011-26762855/2580

कंपनी सचिवालय/ COMPANY SECRETARIAT

सं.सचिव/No. Secy/906/9/10

12.11.2021

The BSE Limited Phiroze Jeejeebhoy Towers Dalal Street, Fort Mumbai – 400 023 Scrip Code-532178	The National Stock Exchange of India Limited Exchange Plaza, 5th Floor Bandra Kurla Complex Bandra (East), Mumbai-400051 Symbol-ENGINERSIN
--	--

विषय: भारतीय प्रतिभूति एवं विनियम बोर्ड (लिस्टिंग दायित्वों और प्रकटीकरण आवश्यकताओं) विनियम, 2015 के विनियम 30 के प्रावधानों के अनुसार के सूचना

Sub: Intimation Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

प्रिय महोदय/महोदया,
Dear Sir/Madam,

In accordance with Regulation 30 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), this is to inform that the Board of Directors of Engineers India Limited ("EIL") in its meeting held on 11th November, 2021 have, inter-alia, accorded their approval for Providing Letter of Comfort for Unsecured Loan taken by Ramagundam Fertilizers & Chemicals Limited (JV Company of EIL, NFL, FCIL).

The details required under Regulation 30 of the SEBI Listing Regulations read with SEBI circular bearing reference number CIR/CFD/CMD/4/2015 dated 9th September, 2015, is enclosed in the Annexure-1.

The same is also uploaded on the Company's website www.engineersindia.com.

धन्यवाद/Thanking you,

भवदीय/Very truly yours,


नरेंद्र कुमार/Narendra Kumar
अनुपालन अधिकारी/Compliance officer

संलग्नक: यथोक्त/Encl: As above

Intimation under Regulation 30 on letter of Comfort to be provided to PNB for RFCL's unsecured loan facility:

S No	Particulars	Remarks
a.	Name of the party for which such guarantees or indemnity or surety was given	Ramagundam Fertilizers & Chemicals Limited (RFCL) is a joint venture promoted by Engineers India limited (EIL), National Fertilizers Limited (NFL) and Fertilizer Corporation of India limited (FCIL) for producing urea and ammonia. RFCL plant was declared commercial on 22 nd march 2021. Post declaration, RFCL is facing liquidity crunch due to plant stabilisation issues for which RFCL has arranged short term unsecured loan from Punjab National Bank of Rs 500 crore. As a part of this arrangement, PNB has sought a letter of comfort from both NFL and EIL.
b.	Whether the promoter / promoter group / group of companies have any interest in this transaction? If yes, nature of interest and details thereof and whether the same is done at arm's length?	There is no interest of EIL with respect to issuing letter of comfort, other than being an equity investor (sponsor) in this project.
c.	Brief details of such guarantee or indemnity or becoming a surety viz brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee	The finalised format of letter of comfort is attached herewith. It is not a guarantee or surety or indemnity. The letter of comfort specifically states that "It is clarified that nothing contained herein shall be construed as liability of Sponsors to repay or guaranteeing the repayment of the Term Loan or the payment of interest in respect of the Term Loan."
d.	Impact of such guarantees or indemnity or surety on listed entity	None

Letter of Comfort

Date: _____

To,
The General Manager,
Punjab National Bank
Extra Large Corporate Branch,
Tolstoy House, Tolstoy Marg,
New Delhi-110001

Sub: Letter of comfort for Rs. 500 Crores availed by RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED (RFCL) by way of UNSECURED CORPORATE Term Loan Facility ("Term Loan") from Punjab National Bank (Lender).

Dear Sir,

The Borrower i.e. **RAMAGUNDAM FERTILIZERS & CHEMICALS LIMITED** having its Registered Office at Scope Complex, CORE-III, 7, Institutional Area, Lodhi Road, New Delhi-110003 and having Corporate Office at 4th Floor, Kribhco Bhawan, Sector-1, Gautam Buddha Nagar, Noida, Uttar Pradesh-201301 is a Public Sector Unit ("PSU") and is promoted by Engineers India Limited ("EIL"), National Fertilizers Limited ("NFL") and Fertilizer Corporation of India Limited ("FCIL"). The Borrower owns and operates 3,850 ton per day Natural Gas Based Urea Plant at Ramagundam, Telangana, India ("**Project**").

That in view of the requirement for the money to fund the temporary cash flow mismatch and in order to meet the temporary short term fund requirement, the Borrower had applied to the Bank i.e. Punjab National Bank for an unsecured corporate term loan facility of Rs. 500,00,00,000/- (Rupees Five Hundred Crores Only).

That acting upon the request of the Borrower, the Bank vide its sanction letter dated 31.08.2021 ("**Sanction Letter**") has sanctioned unsecured corporate term loan facility of Rs. 500 Crores (Rupees Five Hundred Crores only) (hereinafter referred to as the "**Loan**" or "**Facility**" or "**Term Loan**") to fund the temporary cash flow mismatch and in order to meet the temporary short term fund requirement ("**Purpose**"); on the basis of the terms and conditions stipulated in the Sanction Letter as well as in the Loan Agreement dated 06.09.2021.

That EIL ("Engineers India Limited") and NFL ("**National Fertilizers Limited**") are the Sponsors of the Borrower Company and have equity shareholding in the Borrower. The Sponsors, in terms of the Sanction Letter of the Bank, have further decided to issue this Letter of Comfort to express its commitment to the Borrower. The Sponsors hereby agrees and undertakes:

1. The Sponsors have 52% shareholding in Borrower with voting rights. The Sponsors shall not dilute its shareholding below 52% of the voting rights, till the Term Loan availed by Borrower is fully repaid, without prior permission in writing of the Bank, subject to compliance of Applicable Laws or Order of Court or Govt of India .



Bisla & Co.
Revised Draft for Approval
211021

2. The **Sponsors** shall not pledge their shareholding to any other bank/NBFC/institution without the permission of the Bank.
3. This Letter of Comfort issued being issued to the Punjab National Bank shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Borrower in respect of the Term Loan received by it from Punjab National Bank.
4. The Sponsors shall make reasonable efforts that Borrower meets its payment obligations in respect of interest and repayment of installments of the unsecured Corporate Term Loan facility on due dates granted by PNB in terms of the Loan Agreement dated 06.09.2021.

It is clarified that nothing contained herein shall be construed as liability of Sponsors to repay or guaranteeing the repayment of the Term Loan or the payment of interest in respect of the Term Loan.

The Board Resolution dated _____ in this regard is attached.

This letter may be treated as "Letter of Comfort" from Sponsors to facilitate Unsecured Term Loan from the Punjab National Bank to the Borrower. The Letter of Comfort is irrevocable & unconditional and the aforesaid obligations Sponsors towards Punjab National Bank shall remain operative till the Term Loan availed by Borrower is fully repaid.

Thanking you,
Yours faithfully,

Authorised Representative
Engineer India Limited (EIL)

Authorised Representative
National Fertilizers Limited (NFL)

