

Annexure A

To,
The Board of Directors
Indogulf Crop Sciences Limited
501, Gopal Heights,
Netaji Subhash Place,
New Delhi 110034, India
Dear Sir/Ma'am,

Re: Proposed Issue of equity shares of face value of Rs. 10 each (the "Equity Shares" and such issue, the "Issue") of Indogulf Crop Sciences Limited (the "Company")

We refer to your request letter dated 3-September-2024 in relation to the captioned subject matter (the "Request Letter") and all related Loan Documentation for the financial facilities availed by the Company from us as identified in Schedule I to this letter. Capitalised terms which are not defined herein have the same meaning as in the Request Letter.

We hereby confirm that the Loan Documentation governs all loans and facilities currently sanctioned by us in favour of the Company and that all outstanding borrowings of the Company from us are governed thereby and there are no other sanctioned facilities or outstanding borrowings of the Company with us.

We have been informed that the Company is proposing to undertake the Issue and may undertake certain Actions (as defined in the Request Letter and this letter). We are also aware that some or all of the Actions to be taken or disclosures required to be made by the Company in relation to the Issue would require our consent under the Loan Documentation.

We hereby give our no-objection to the Company to proceed with and consummate the Issue, and to do all other acts and deeds, and execute all documents, forms and instruments as may be required in connection with the Issue, including but not limited to:

- issue and allotment of Equity Shares;
- identification of promoters in terms of the Companies Act and the SEBI ICDR Regulations;
- changes in the capital structure, shareholding pattern, ownership or control of the Company, including by promoters and/or their associates under the Loan Documentation;



(v) we have not: (A) issued any notices of default (including cross-default) or sought any prepayments, accelerations in repayment or lump sum payments or amounts towards penalty or fines or withheld any

promoter group;

(iv) there is no pending litigation, dispute, attachment order, show cause notice or notice initiated or issued by us against the Company or against any of the directors or promoters and/or promoter group of the Company in relation to any of the Company's borrowings and we have not threatened to commence any litigation, proceedings or disputes against the Company or any of its directors or promoters and/or promoter group;

(iii) there has been no rescheduling or restructuring of any loans or credit facilities and no event of default, cross-default delay, moratorium, rollover of any loans or credit facilities or trigger event has occurred under the Loan Documentation;

(ii) the accounts held by the Company with us are regular and there have been no current or past defaults on account of repayment of interest or principal violation of financial covenants (Refer Annexure – I) or of any other provision or condition of the Loan Documentation;

Schedule I below;

(i) the loans constitute all the outstanding borrowings and sanctioned facilities that the Company has currently availed from us and the loan documentation governs all such credit facilities as mentioned in

We further confirm that, as on the date of this letter:

(collectively, the "Actions")

- undertaking any other activities as may be required in relation to the Issue.
- [projects], undertaking new projects or for financing of projects, in accordance with applicable law;
- repayment/prepayment, in part or full, of existing borrowings availed by the Company, [capital infusion in use of proceeds of the Issue, at the sole discretion of the Company, including for, amongst other things, Issue banks, escrow bank, refund banks and sponsor banks, as may be required in relation to the Issue;
- appointment of various intermediaries including merchant bankers, syndicate members, registrars, public the requirements of the Stock Exchanges and SEBI;
- including the memorandum of association and articles of association to reflect, *inter alia*, compliance with changing the constitution and amending and/or modifying the constitutional documents of the Company;
- opening of new bank accounts, with respect to the Issue and use any monies deposited therein;
- management of the Company and the terms of their appointment, including remuneration;
- and appointment of independent directors and changes in the key managerial personnel and senior changes in the management of the Company, including changes in the composition of the board of directors of the promoters and promoter group in the Company remaining at least 51%, on a fully diluted basis;
- dilution of shareholding of the promoters and promoter group, subject to the minimum aggregate shareholding of the existing directors who are shareholders, existing shareholders, including



disbursements or imposed penal interest in connection with any Loan Documentation; (B) or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or (C) sought conversion of any borrowed amounts under the Loan Documentation into equity share capital of the Company, or (D) invoked any of our rights in relation to the security provided in relation to the borrowings till date;

(vi) the Company has complied with and, is not and, has not been in violation of any of the terms, conditions, representations, warranties, undertakings and covenants in relation to borrowings availed by the Company from us, including any covenants or restrictions including maintenance of certain financial ratios imposed on the Company governing any borrowings taken from us, including but not limited to, the Loan Documentation (Refer Annexure – I);

(vii) we have not issued notices to the Company or any of its directors or promoters in connection with any Loan Documentation, or initiated attachment of the Company's or any of its directors' or promoters' properties in connection with any Loan Documentation and we have not issued a notice seeking enforcement of the guarantees provided in connection with the facilities availed by the Company as set out in Schedule I and the guarantors have not defaulted in their obligations in respect of such guarantees; and

We confirm that any action or other step taken by the Company in connection with the Issue would not constitute an event of default under the Loan Documentation. Further, we have no objection to the disclosure of our name as a lender of the Company or to the terms and conditions of the Loan Documentation in the Issue Documents or any other Issue-related material, which may be filed with the Securities and Exchange Board of India, the Stock Exchanges, the Registrar of Companies, Delhi and Haryana at New Delhi, and other regulatory authorities and as will be made available to prospective investors, and to do any acts, deeds and things, including the execution of any other documents, forms and instruments in connection therewith.

We represent that our execution, delivery and performance of this consent have been duly authorised by all necessary actions (corporate or otherwise) [and we hereby give our consent to include our name as a lender to the Company and contents of this letter in the Issue Documents.]

Our no-objection given in this letter satisfies all requirements of the Company, directors, promoters, shareholders of the Company and the security providers, as applicable with respect to the Loan Documentation to obtain consent

The above no-objection shall be applicable for any future documentation (in addition to the Loan Documentation) executed between the Company and us, with respect to any additional facilities, renewals or enhancements or renewal of existing facilities availed by the Company from us, until the Equity Shares of the Company issued pursuant to the Issue are listed and commence trading on the Stock Exchanges.



We, The Hongkong and Shanghai Banking Corporation Limited, consent to our name and the details mentioned herein being inserted as a 'Banker to the Company' in the draft red herring prospectus ("DRHP") intended to be filed by the Company with the Securities and Exchange Board of India (the "SEBI") and any relevant stock exchange(s) where the equity shares of the Company ("Equity Shares") are proposed to be listed (the "Stock Exchanges") and the red herring prospectus ("RHP") and the prospectus ("Prospectus") intended to be filed by the Company with the Registrar of Companies, Delhi and Haryana at New Delhi ("RoC") and thereafter filed with the SEBI and the Stock Exchanges, as well as in other documents issued by the Company in relation to the Issue (the "Issue Documents").

We hereby authorise you to deliver this consent letter to SEBI, the Stock Exchanges, the RoC and any other regulatory authorities as may be required and/or for the records to be maintained by the book running lead manager appointed in connection with the Issue ("BRLMs"). The following details with respect to us may be disclosed in the Issue Documents:

Name: Apra Garg
Address: The Hongkong and Shanghai Banking Corporation Limited, Birla Tower, 25, New Barakhamba Road, New Delhi - 110001

Telephone Number(s): +91 9873922240
Contact Person: Apra Garg
Website: <https://www.hsbc.co.in>
Email: apra.garg@hsbc.co.in
CIN: F00947



We further confirm that the above information in relation to us is true, correct, accurate, complete and not misleading in any respect.
This consent letter is for information and for inclusion (in part or full) in the Issue Documents, and may be relied upon by the Company, BRLMs and the legal counsel to each of the Company and the BRLMs in relation to the Issue. We hereby authorise you to deliver this consent letter to SEBI, Stock Exchanges, the RoC and any other regulatory or statutory authorities as may be required.

We also consent to the inclusion of this letter as a part of "Material Contracts and Documents for Inspection" in connection with this Issue, which will be available for inspection from date of the filing of the RHP until the Bid/Issue Closing Date.
We hereby consent to this consent letter being disclosed by the Book Running Lead Manager, if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation.

We confirm that we will immediately communicate any change in the information contained in this certificate in writing to the Company and the book running lead manager appointed in relation to the Issue (the "Book Running Lead Manager") until the date when the Equity Shares commence trading on the Stock Exchanges. In the absence of any such communication from us, the above information should be taken as updated information until the Equity Shares commence trading on the Stock Exchanges pursuant to the Issue.

This no-objection letter is for, *inter alia*, information and for inclusion (in part or full) in the Issue Documents or any other Issue-related material, and may be relied upon by the Company, Book Running Lead Manager and the legal advisors appointed by the Company and the Book Running Lead Manager, in relation to the Issue.

We undertake to keep strictly confidential the details of the proposed capital raising options, your Request Letter and this consent letter.

Yours faithfully,

For and on behalf of The Hongkong and Shanghai Banking Corporation Limited

PSID - 45172131



Authorized signatory

Name: Apra Gare

Date: 3-Sep-2024

Cc:

Book Running Lead Manager

Systematix Corporate Services Limited

The Capital, A-Wing, No. 603-606, 6th Floor,

Plot No. C-70, G-Block,

Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

Legal Counsel to the Company

Trilegal

One World Centre

10th Floor, Tower 2A & 2B

Senapati Bapat Marg

Lower Parel (West)

Mumbai - 400 013

Schedule I

S. No.	Particulars of borrowing facility (including date of loan documents)	Nature of Facility	Sanctioned amount (Rs. in million)	Outstanding amount as on March 31, 2024 (Rs. In million)			Rate of interest (%)	Secured / Unsecured	Term / Tenure
				Principal	Interest	Total			
Fund-based									
1.	Working Capital	Cash Credit	300.00	36.61	0.00	36.61	Linked to 3 Months T-Bill	Secured	1 Year
2.	Working Capital	WCD (Sub-limit of Cash Credit)	(300.00)	80.00	0.00	80.00	Linked to 3 Months T-Bill	Secured	17-Apr-24 to 20-May-24
3.	Term Loan	Term Loan - I	-	3.84	0.00	3.84	Linked to 3 Months T-Bill	Secured	30-Sep-24
4.	Term Loan	Term Loan - II	-	38.26	0.00	38.26	Linked to 3 Months T-Bill	Secured	31-Jul-27
5.	Term Loan	Term Loan - III	-	3.29	0.00	3.29	Linked to 3 Months T-Bill	Secured	31-Oct-24
6.	Term Loan	Term Loan - IV	-	12.06	0.00	12.06	Linked to 3 Months T-Bill	Secured	31-Dec-27
Non-Fund based									
7.	Working Capital	Letter of Credit	200.00	32.03	0.00	32.03	-	Secured	1 Year
8.	Working Capital	LAI	200.00	46.45	0.00	46.45	-	Secured	1 Year

Out of the total Working Capital Limits Sanctioned for INR 500.00 Mn, Cash Credit and WCDL is capped at INR 300.00 Mn.

Letter of Credit can be used for INR 500 Mn.



Annexure - I

S. No.	Covenants	Threshold basis FY23	Audited Financials	Actual basis FY23
1	Turnover	> INR 5,200 Mn	INR 5,683.40 Mn	
2	TNW	< INR 2,000 Mn	INR 2,007.20 Mn	
Term loan during the entire tenor of Term loan				
3	DSCR	> 2x	2.78x	
4	External Debt/EBIDTA	max 3x	3.88x *	

DEFINITIONS

Debt Service Coverage ratio:

(Profit After Tax + Depreciation + Gross Interest expense) divided by (Gross Interest expense + Loan Repayments)

External Debt/EBIDTA:

External Borrowings[✓] divided by EBIDTA#

External Borrowings:

Overdraft + Trade Finance + Bank Borrowings + Other Borrowings + HP or Leasing Convertible Bonds (Notes) + Redeemable Preference Shares + Interest bearing debt

#EBITDA:

Net Profit before Tax + Interest Expenses + Depreciation + Amortization – other income –/+ extraordinary income/loss.

* Above mentioned covenant is not met as on the specified date.



Apna chag.