



తెలంగాణ తెలంగాణ TELANGANA

*K. Geetha Rani*  
AS 275350

Sl. No. ౪౬౩౫, Date: 04/04/2022  
Sold To: K. RAJENDRA PRASAD  
S/o. K. MALLIKARJUNA RAO, R/o. HYDERABAD  
For Whom : M/s. BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED

**KODALI GEETHA RANI**  
LICENSED STAMP VENDOR  
L No: 16-04-001/2013  
R L No: 16-04-024/2022  
# 8-3-191/132, 167/C, BEHIND E-SEVA  
VENGAL RAO NAGAR, HYDERABAD-500038  
Cell: 94920 25252

This non-judicial stamp paper forms an integral part of the Amendment Deed executed between Bhagiradha Chemicals & Industries Limited, Emkay Global Financial Services Limited, ICICI Bank Limited and Link Intime India Private Limited on 5 April 2022.



తెలంగాణ తెలంగాణ TELANGANA

*K. Geetha Rani*  
AS 275351

Sl. No. 4634, Date: 04/04/2022  
Sold To: K. RAJENDRA PRASAD  
S/o. K. MALLIKARJUNA RAO, R/o. HYDERABAD  
For Whom: M/s. BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED

**KODALI GEETHA RANI**  
LICENSED STAMP VENDOR  
L No: 16-04-001/2013  
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## AMENDMENT DEED

This **AMENDMENT DEED (Amended Deed)** is executed at Mumbai on this 5 April 2022 (**Execution Date**) by and among:

**BHAGIRADHA CHEMICAL & INDUSTRIES LIMITED** a public limited company incorporated under the provisions of the Companies Act, 1956 with corporate identity number L24219TG1993PLC015963 having its registered office at 8-2-269/S/3/A, Plot No. 3, Sagar Society Road No. 2, Banjara Hills, Hyderabad – 500 034, Telangana, India (hereinafter referred to as the “**Company**” or the “**Issuer**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**EMKAY GLOBAL FINANCIAL SERVICES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, as amended, and having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai – 400 028, Maharashtra, India (hereinafter referred to as the “**Lead Manager**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

**AND**

**ICICI BANK LIMITED**, a company incorporated under the provisions of Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at ICICI Bank Tower, Bandra Kurla Complex, Mumbai 400051 Maharashtra, India and for the purpose of this Agreement acting through its branch situated at at Capital Market Division, 5th Floor, HT Parekh Marg, Backbay Reclamation, Churchgate, Mumbai – 400020, Maharashtra, India, Maharashtra, India (hereinafter referred to as the “**Banker to the Issue**”, as the context requires, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai – 400083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Issue**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FOURTH PART**.

The Company, the Lead Manager, the Banker to the Issue and the Registrar are hereinafter collectively referred to as **Parties** and individually as **Party**.

### WHEREAS

- A. The Parties entered into a banker to the issue agreement dated 5 April 2022 (**BTI Agreement**) wherein the ICICI Bank Limited agreed to act as a “banker to the issue” in order to enable the completion of the Issue, and in accordance with the process to be specified in the Letter of Offer and subject to the terms and conditions of the BTI Agreement, to deal with the various matters relating to collection, appropriation and refund of Application Monies in relation to the Issue.
- B. In view of difficulties faced due to COVID-19 pandemic and lockdown measures, Securities and Exchange Board of India (**SEBI**) *vide* circular dated 6 May 2020 bearing no. SEBI/HO/CFD/DIL2/CIR/P/2020/78 introduced ‘registrar’s web-based application platform’ – an optional mechanism to accept applications made by the shareholders in relation to a rights issue (**R-WAP Facility**). *Per* SEBI circular dated 1 October 2022 bearing no. SEBI/HO/CFD/DIL2/CIR/P/2021/633, the R-WAP Facility was applicable for the rights issue opening up to 31 March 2022.

- C. As SEBI has not extended the applicability of the R-WAP Facility for the rights issue opening post 31 March 2022, the Parties are now desirous of entering into this Amendment Deed for the purpose of amending certain terms and conditions of the BTI Agreement pertaining to the R-WAP Facility.
- D. For the purpose of this Amendment Deed, all capitalised terms used but not defined herein shall have the meanings given to them in the BTI Agreement.

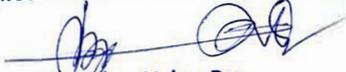
**NOW THIS AMENDMENT DEED WITNESSETH**, it is hereby agreed and declared by and among the Parties as follows:

1. On and from the Execution Date, all references to the 'R-WAP Facility' and other related terms and conditions including but not limited to all references to the 'Escrow Account' and 'Refund Account', in the BTI Agreement shall be infructuous and deemed to be omitted.
2. The Banker to the Issue shall close the Escrow Account namely "**BCIL – RIGHTS ISSUE ESCROW ACCOUNT**" bearing account no. 000405133749 and the Refund Account namely "**BCIL – RIGHTS ISSUE REFUND ACCOUNT**" bearing account no. 001105035998, opened in accordance with the BTI Agreement, up on receipt of a letter to this effect from the Company. The letter should be in a format provided in **Annexure A** hereinbelow.
3. This Amendment Deed shall modify the BTI Agreement, and the understanding set out in the BTI Agreement, only to the limited extent set out herein. Save and except as specifically and expressly amended by this Amendment Deed, all other provisions of the BTI Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.
4. In the event of conflict between the terms of this Amendment Deed and the provisions of the BTI Agreement, the provisions of this Amendment Deed shall prevail in relation to the matters set out herein.
5. This Amendment Deed shall be effective from the Execution Date.

IN WITNESS WHEREOF, this Amendment Deed has been duly executed by the Parties or their duly authorised signatories on the day and year first above written:

SIGNED ON BEHALF OF BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED

For BHAGIRADHA CHEMICALS & INDUSTRIES LTD.

  
B. Krishna Mohan Rao  
Chief Financial Officer

Name:

Designation:

Date: 05/04/22

Place: Hyderabad

IN WITNESS WHEREOF, this Amendment Deed has been duly executed by the Parties or their duly authorised signatories on the day and year first above written:

**SIGNED ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED**



Name:

Yatin Singh

Designation:

Head - Investment

Date:

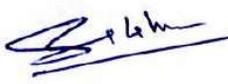
April 05, 2022 Banking

Place:

Mumbai

**IN WITNESS WHEREOF**, this Amendment Deed to BTI Agreement for Rights Issue of Bhagiradha Chemical & Industries Limited has been duly executed by the Parties or their duly authorised signatories on the day and year first above written:

**SIGNED ON BEHALF OF ICICI BANK LIMITED**


**Name: Sagar Welekar**

**Designation: Chief Manager**

**Date: 05-04-2022**

**Place: Mumbai**

**IN WITNESS WHEREOF**, this Amendment Deed has been duly executed by the Parties or their duly authorised signatories on the day and year first above written:

**SIGNED ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED**



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**Name:** Dnyanesh Gharote

**Designation:** Vice President

**Date:** 5 April, 2022

**Place:** Mumbai

**ANNEXURE A**

**FORM OF INSTRUCTIONS TO BANKER TO THE ISSUE**

**Date:** [●]

To:

*[Banker to the Issue]*

**Sub: Account Closure Instruction**

**Ref: Proposed rights issue of equity shares by Bhagiradha Chemicals & Industries Limited (Company) – Banker to the Issue Agreement dated 5 April 2022 (BTI Agreement) read with Amendment Deed dated 5 April 2022 (Amendment Deed)**

Dear Sirs,

Pursuant to Clause 2 of the Amendment Deed, we hereby instruct you to please close the below mentioned accounts and confirm the same:

- a. Escrow Account namely “BCIL – RIGHTS ISSUE ESCROW ACCOUNT” bearing account number 000405133749; and
- b. Refund Account namely “BCIL – RIGHTS ISSUE REFUND ACCOUNT” bearing account number 001105035998.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

For and on behalf of **Bhagiradha Chemicals & Industries Limited**

\_\_\_\_\_  
(Authorised Signatory)

Name:

Designation: