



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 30A 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 Endeavour Trade and Investment Ltd and Holderind Investments Ltd, Promoters of the company relating to Subsisting Agreements.

The above disclosure is also available on the website of the Company i.e. 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
CIN: L26942GJ1981PLC004717

Date: 31st 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 Facility 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, 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, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	<p>i. Name of Party and Relationship: Endeavour Trade and Investment Ltd (“Endeavour”), and Holderind Investments Ltd. (“Holderind”). Each of Endeavour and Holderind are promoters and also shareholders of the listed entity.</p> <p>ii. Details of the counterparties: The facility agreement has been signed by Endeavour with Endeavour 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 Endeavour) are international financial institutions and lenders and are external unrelated third parties to the listed entity.</p>

Sr. No.	Information Required as per Annexure I of SEBI Circular dated July 13, 2023	Disclosure
		<p>Details of lenders:</p> <ul style="list-style-type: none"> (a) DBS Bank Ltd. (b) MUFG Bank, Ltd., Singapore Branch (c) Intesa Sanpaolo S.p.A., Singapore Branch (d) First Abu Dhabi Bank PJSC (e) Sumitomo Mitsui Banking Corporation Singapore Branch (f) Mizuho Bank, Ltd. (g) Citibank, N. A., Hong Kong Branch, (organized under the laws of the U.S.A with limited liability) (h) ING Bank N.V. Singapore Branch (i) BNP Paribas, acting through its Singapore Branch (j) Emirates NBD Bank (P.J.S.C.) (k) Qatar National Bank (Q.P.S.C.), Singapore Branch <p>Details of Mandated Lead Arrangers and Bookrunners</p> <ul style="list-style-type: none"> (a) Barclays Bank Plc (b) Deutsche Bank Ag, Singapore Branch (c) Standard Chartered Bank (Singapore) Limited (d) DBS Bank Ltd. (e) MUFG Bank, Ltd. <p>Other Mandated Lead Arrangers</p> <ul style="list-style-type: none"> (a) Intesa Sanpaolo S.P.A., Singapore Branch (b) First Abu Dhabi Bank PJSC (c) Sumitomo Mitsui Banking Corporation Singapore Branch (d) Mizuho Bank, Ltd. (e) Citigroup Global Markets Asia Limited (f) Ing Bank N.V. Singapore Branch (g) BNP Paribas (h) Emirates NBD Capital Limited (i) Qatar National Bank (Q.P.S.C.), Singapore Branch <p>iii. Date of execution: The facility agreement was executed on July 25, 2022.</p>
3.	purpose of entering into the agreement;	The Facility Agreement was entered into for funding the payments by Endeavour under the share purchase agreement executed for the acquisition of shares of

Sr. No.	Information Required as per Annexure I of SEBI Circular dated July 13, 2023	Disclosure
		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 facility agreement has been entered into for an amount of USD 3,500,000,000 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 and Guarantor (in their capacity as promoters of the listed company) have agreed to certain covenants and compliances which pertaining to themselves 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	Endeavour and Holderind are promoters as well as shareholders 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 transactions? If yes, whether the same is done at "arm's length"	Since the counterparties are not related to promoter/promoter group/ group companies and are 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.	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):	Not applicable.

Sr. No.	Information Required as per Annexure I of SEBI Circular dated July 13, 2023	Disclosure
	<ul style="list-style-type: none"> i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; 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); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	

Yours sincerely,
For Endeavour Trade and Investment Ltd



Name: Shakill Ahmad Toorabally

Designation: Director

For Holderind Investments Ltd



Name: Nihad Mohammad Akram Agowun

Designation: Director

ANNEXURE – I

KEY TERMS

Head	Terms
Borrower:	Endeavour Trade and Investment Ltd (" Borrower ")
Guarantors	Holderind Investments Ltd (" Holderind ")
Obligor	Borrower and each Guarantor
Amount:	USD 3,500,000,000
Parties	<p>Details of lenders:</p> <ul style="list-style-type: none"> (a) DBS Bank Ltd. (b) MUFG Bank, Ltd., Singapore Branch (c) Intesa Sanpaolo S.p.A., Singapore Branch (d) First Abu Dhabi Bank PJSC (e) Sumitomo Mitsui Banking Corporation Singapore Branch (f) Mizuho Bank, Ltd. (g) Citibank, N. A., Hong Kong Branch, (organized under the laws of the U.S.A with limited liability) (h) ING Bank N.V. Singapore Branch (i) BNP Paribas, acting through its Singapore Branch (j) Emirates NBD Bank (P.J.S.C.) (k) Qatar National Bank (Q.P.S.C.), Singapore Branch <p>Details of Mandated Lead Arrangers and Bookrunners</p> <ul style="list-style-type: none"> (a) Barclays Bank Plc (b) Deutsche Bank Ag, Singapore Branch (c) Standard Chartered Bank (Singapore) Limited (d) DBS Bank Ltd. (e) MUFG Bank, Ltd. <p>Other Mandated Lead Arrangers</p> <ul style="list-style-type: none"> (a) Intesa Sanpaolo S.P.A., Singapore Branch (b) First Abu Dhabi Bank PJSC (c) Sumitomo Mitsui Banking Corporation Singapore Branch (d) Mizuho Bank, Ltd. (e) Citigroup Global Markets Asia Limited (f) Ing Bank N.V. Singapore Branch (g) BNP Paribas (h) Emirates NBD Capital Limited (i) Qatar National Bank (Q.P.S.C.), Singapore Branch
Significant Terms	<p>The Facility Agreement provides for standard covenants, including affirmative covenants, negative covenants and information covenants which the Borrowers and Guarantors have agreed in order to provide protection to the Lenders.</p> <p>In this respect, the Borrower and Guarantors (as promoters of the listed company) have also agreed to ensure that the listed company continues to be in compliance with certain aspects, namely applicable laws, tax laws,</p>

Head	Terms
	<p>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"> • To comply with applicable laws including environmental laws • Pay all taxes as and when they become due • To preserve and maintain assets in good condition • To ensure that transactions undertaken with related parties are on an arm's length basis • Obtain and maintain insurance in respect of its assets • Preserve and protect its intellectual property and pay all fees and taxes necessary to do so; • Comply with anti-corruption laws <p>Further, to give comfort to the Lenders and with the view towards value preservation, the Borrower and Guarantors (as promoters of the listed company) have also agreed that to ensure in their capacity as promoters and shareholders 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 and Guarantors (as promoters of the listed company) have 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 developments as part of the standard information covenants as required by Lenders.</p> <p>The Borrower and Guarantors (as promoters 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 and Guarantors.</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"> • Non-payment • Breach of covenants • Cross default • Insolvency and insolvency proceedings • Material adverse effect
Governing Law	English Law