

Date: February 15, 2022

To,
Mr. Souradeep Ghosh
Deputy Manager,
National Stock Exchange of India Ltd.
'Exchange Plaza', C-1, Block G,
Bandra Kurla Complex, Bandra (E),
Mumbai – 400051

Sub: Requirement letter w.r.t application seeking NOC under Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015

Dear Sir,

This has reference to your letter dated January 7, 2022, in relation to the Proposed Scheme of Arrangement between GHCL Limited (Demerged Company) and GHCL Textiles Limited (Resulting Company) and their respective shareholders and creditors.

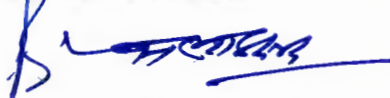
As per SEBI Circular dated February 1, 2022, the Company is required to submit a No Objection Certificate (NOC) from the lending scheduled commercial banks/ financial institutions/ debenture trustees, from not less than 75% of the secured creditors in value.

In this regard, please find attached **Annexure A** for details of NOC received from lending scheduled commercial banks/ financial institutions of GHCL Limited, being not less than 75% of the secured creditors in value as on February 10, 2022.

Should you require any further clarifications, please let us know.

Yours Truly

For GHCL Limited



Bhwneshwar Mishra
Sr. GM-Sustainability & Company Secretary

Place: Noida

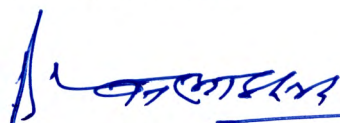
Enclosures: As per above

Annexure - A

Details of NOC received from lending scheduled commercial banks/ financial institutions (Secured Creditors) of GHCL Limited as on February 10, 2022.

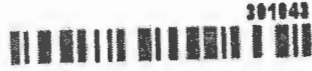
Sr. No.	Bank	Branch	Amount (in Rs.)	% of total secured creditors	NOC Status	% of consent received from secured creditors
1	Export Import Bank of India	Ellisbridge, Ahmedabad	2518362571	22.51	Received	22.51
2	HDFC Bank Ltd.	Navrangpura, Ahmedabad	1859799689	16.63	Received	16.63
3	Union Bank of India	Industrial Finance Branch, Ahmedabad	2055900118	18.38	Received	18.38
4	Axis Bank	Corporate Financial Services Branch, Ashram Road, Ahmedabad	1063319784	9.51	Received	9.51
5	ICICI Bank Ltd.	Ambawadi, Ahmedabad	1000000000	8.94	Received	8.94
6	State Bank of India	Commercial Clients Group Branch, Ahmedabad	2311808419	20.67	In process	
7	IDBI Bank Ltd.	Large Corporate Group, Ahmedabad	376979459	3.37	In process	
	Total Secured Creditors		11186170040	100.00		75.96

For GHCL Limited




Bhuwneswar Mishra

Sr. GM-Sustainability & Company Secretary



RE:LMG:AHRO:GHCL:EOU:2021-22:21

February 04, 2022

GHCL Limited
GHCL House,
Opp. Punjabi Hall,
 Near Navrangpura Bus Stand,
 Navrangpura,
 Ahmedabad, 380 009

Kind Attn.: Mr. Raman Chopra
CFO & Executive Director

Dear Sir,

GHCL Ltd. (GHCL), Ahmedabad: Term Loans of ₹75 crore, Term Loan of ₹225 crore (enhanced from ₹75 crore), Term Loan of ₹32 crore, Term Loan of ₹26 crore and Term Loan of ₹13 crore under the Bank's lending programme for Export Oriented Units (EOU) – No Objection Certificate

1. May we refer to your request letters dated December 07, 2021, and December 08, 2021, for providing consent on:
 - i) Withdrawal of earlier scheme of Demerger of Textile business of GHCL Ltd.;
 - ii) Scheme of Demerger of Spinning Business of GHCL Ltd. into GHCL Textiles Ltd.;
 - iii) Slump Sale and transfer of Home Textile Business of GHCL Ltd. to Indo Count Industries Ltd. (IIL); and
 - iv) Prepayment of Term Loan of ₹26.00 crore sanctioned under The Amended Technology Upgradation Fund Scheme (ATUFS), after completion of minimum five years from the date of first disbursement.
2. Pursuant to your request and based on information submitted by you from time to time, we hereby convey our no objection to the aforementioned requests of GHCL Ltd.
3. Please note that the consent is subject to following conditions:
 - This consent hereby granted is restricted to our approval as a Secured Creditor of the Borrower Company, for the demerger in accordance with the said Scheme subject to the said Scheme being duly approved by the NCLT.





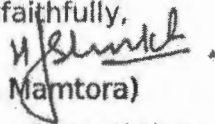
- This consent hereby granted is without prejudice to our rights and interests under the facility agreement and other documents executed by the Borrower Company in respect of the facility granted by us.
- This consent hereby granted is subject to the Borrower Company agreeing to execute such documents in our favour as may be necessary pursuant to Demerger of the Spinning Business as well as sale of Home Textile Business of GHCL Ltd.
- CA certified bifurcation of assets and liabilities to be submitted post Proposed Demerger and Sale.
- The said NOC is subject to consent / NOC from all others lenders to the demerging entity for the scheme of Demerger.

4. Prepayment of Term Loan sanctioned under ATUFS/Release of charge on the assets of Home Textile Division

It may be noted that the Term Loan of ₹26.00 crore for the Home Textile Division was sanctioned under ATUFS to GHCL on June 19, 2017 and 1st disbursement was made on August 24, 2017. Further, prepayment under the said loan may be permitted in lieu of submission of (a) Fixed deposit for the amount equivalent to the principal and interest amount falling due till August 31, 2022; and (b) Undertaking from the company that the Business Transfer Agreement and subsequent prepayment of the Bank's Loan is in compliance with the guidelines of ATUFS prescribed by the Ministry of textiles.

5. The copies of the amended Memorandum of Association, Articles of Association, order of NCLT approving the scheme of Demerger and other related documents related to the Demerger, may be forwarded to us for our records.

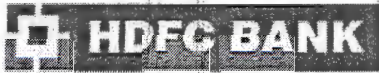
Yours faithfully,


(Hirva Mamtara)

Deputy General Manager,
Ahmedabad Regional Office


(Meena Verma)

General Manager,
Head Office, Mumbai



We understand your world

Corporate Banking

Classification - Confidential

3rd Floor, HDFC Bank House,
Near Mithakali Six Roads,
Navrangpura,
Ahmedabad - 380009.
Tel: 079 - 6600 1003

ANNEXURE - 3

Date: 31st Jan 2022

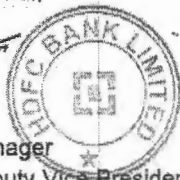
To,
GHCL Ltd.
Opp. Punjabi Hall,
Navrangpura,
Ahmedabad - 380009.

We, HDFC Bank Ltd., having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 do hereby state as following:

1. We state that we are the lenders and have the total outstanding amount due from GHCL Limited of Rs. 119.92 crores as on 31st Jan 2022.
2. We state that we have received a draft copy of Scheme of Arrangement between GHCL Limited ('Demerged Company') and GHCL Textiles Limited ('Resulting Company')
3. We state that we have no objection whatsoever for the said Scheme and we hereby give our consent to GHCL Limited for the proposed Scheme of Arrangement.
4. We further authorize the Board of Directors of the Company to make and/or consent to any modifications, alterations or amendments in the Scheme which are deemed necessary and/or desired, directed or imposed by the SEBI, Stock Exchanges and jurisdictional National Company Law Tribunal or any other authority and to take all such steps as may be necessary to implement the said Scheme.
5. We state that what is stated above is true to the best of our knowledge.

For HDFC Bank Ltd.,


Saurin Jalan
Relationship Manager
Designation: Deputy Vice President
Date: 31st Jan 2022



Classification - Confidential

www.hdfcbank.com



IFBA/ADV/ 188 B /2021-22

Date 03.02.2022

To,

GHCL Ltd.
GHCL House, Navrangpura, Ahmedabad

Kind Attn.: Mr. Manish Shah, Vice President (F&A)

Re: NOC for demerger proposed for Textile division

Pursuant to your request for proposed demerger of Textile division of the company, we are pleased to inform you that bank has accepted your request. Accordingly we advise you that we have No Objection for

- The company for withdrawal of the existing scheme of demerger of the entire textile business subject to receipt of NCLT approval. [As company intends to file afresh]
- The company for Demerger of Yarn Business into GHCL Textile Ltd.


Vijai Kumar Sinha
[Asst. General Manager]

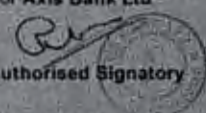

ANNEXURE - 3

TO WHOMSOEVER IT MAY CONCERN

We, **AXIS BANK LIMITED**, a company, incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at "Trishul", 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and one of its branches at CBB Ahmedabad, 2nd Floor, 3rd Eye One, Near Panchwati Circle, C.G. Road, Ahmedabad - 380009 do hereby state as following:


1. We state that we are the lenders and have the outstanding amount due from GHCL Limited of Rs.51.91 Cro as on 26.01.2022.
2. We state that we have received a draft copy of Scheme of Arrangement between GHCL Limited (Demerged Company) and GHCL Textiles Limited (Resulting Company).
3. We state that we have no objection whatsoever for the said Scheme and we hereby give our consent to GHCL Limited for the proposed Scheme of Arrangement.
4. We further authorize the Board of Directors of the Company to make and/or consent to any modifications, alterations or amendments in the Scheme which are deemed necessary and desirable by them and/or desired, directed or imposed by the SEBI, Stock Exchanges and jurisdictional National Company Law Tribunal or any other authority and to take all such steps as may be necessary and desirable to implement the said Scheme.
5. We state that what is stated above is true to the best of our knowledge.
6. We will evaluate the limits for textile division once the demerger is completed separately.

For Axis Bank Ltd


Authorised Signatory

Date : 28 January 2022

Corporate Banking Branch, 2nd Floor, 3rd Eye One, Near Panchwati Cross Roads, C.G. Road,
Ahmedabad - 380009
REGISTERED OFFICE : "Trishul" - 3rd Floor Opp. Samartheshwar Temple, Near Law Garden,
Ellisbridge, Ahmedabad - 380006. Telephone No. 079-26409322 Fax No. - 079-26409321
CIN: L65110GJ1993PLC020769 Website - www.axisbank.com

 **AXIS BANK**



CONSENT LETTER

Ref: LCG213461566851
Date: December 30, 2021

TO WHOMSOEVER IT MAY CONCERN

1. We, ICICI Bank Ltd ("ICICI Bank"), a company incorporated under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 and having our registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, 390 007, Gujarat and corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400051, and amongst others, a branch / office at JMC House, Ahmedabad ("Lender"), the secured creditor of GHCL Limited ("Borrower"/"Demerged Company") have advanced the following facilities to the Demerged Company:

Rupee Term Loan ("RTL") of Rs. 1,000.0 million (One Thousand million only), WC facility of Rs. 500.0 million (Five hundred million only) and Derivative Limits of Rs. 50.0 million (Fifty million only) ("Facility")

2. We understand that the Borrower intends to file a petition under the provisions of Sections 230 - 232 of the Companies Act, 2013 and applicable provisions of Companies Act, 2013 for Scheme of Arrangement between Demerged Company and GHCL Textiles Limited ("Resulting Company") ("Scheme").
3. We have gone through the said Scheme and considered its implications and give our consent to the same as proposed by the Demerged Company subject to the following:
- a. all secured and unsecured debts, liabilities (including contingent liabilities), duties and obligations howsoever arising, raised or incurred by the Demerged Company from ICICI Bank, including the Facility, shall not be affected by the Scheme and the Demerged Company shall continue to remain liable to repay the Facility on the same terms and conditions as were applicable to the Demerged Company prior to the demerger, meeting, discharging and satisfying the said liabilities and further not requiring any consent of any third party whomsoever. All assets of the Demerged Company which are charged to ICICI Bank shall continue to secure the Facility till the Facility are repaid in full to the satisfaction of ICICI Bank or if the charge over any specific asset is released by ICICI Bank in writing;
 - b. Till such time the assets charged to ICICI Bank as security for the Facility ("the said assets") are not released by ICICI Bank or the Facility are repaid in full to the satisfaction of ICICI Bank, the said assets shall not form part of the Demerged Undertaking as defined in Clause 1.7 of the Scheme ("Demerged Undertaking") and shall remain a part of the Demerged Company and the said assets shall continue to secure the Facility on the same terms and conditions as were applicable to the Demerged Company prior to the demerger;



ICICI Bank Limited

9th Floor, JMC House, Ambawadi, Tel. : 079 - 66523786
Ahmedabad - 380 006, Gujarat, India.

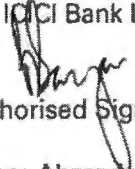
Website www.icicibank.com
CIN : L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower, Near Chakli Circle,
Old Padra Road, Vadodara 390 007,
India.

Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India.

- c. The Demerged Company shall obtain a no-objection from majority of lenders of the Demerged Company (other than ICICI Bank) whose approval is required for the Scheme, as per their respective financing/transaction documents;
 - d. The Demerged Company shall at all times keep ICICI Bank informed of the developments with respect to the Scheme;
 - e. The Demerged Company shall enter into such documents/deeds/undertakings/letters, and undertake such regulatory/statutory filings and provide such information/confirmations as may be required by ICICI Bank in relation to the demerger;
 - f. ICICI Bank reserves the right to seek such additional securities, comforts, guarantees, undertakings from the Demerged Company, and also stipulate such other conditions as it may deem fit pursuant to the scheme as may be required to the satisfaction of ICICI Bank ;
 - g. The Demerged Company and Resulting Company shall not carry out any amendment/modification/change to the Scheme in any manner whatsoever, directly or indirectly, without obtaining prior written approval of ICICI Bank;
 - h. In case any more favourable terms and conditions are offered to other concerned lenders or in case any favourable terms and conditions are stipulated by such lenders while issuing a no-objection letter in relation to the transactions contemplated in the Scheme, the same shall mutatis mutandis apply to the Facility and shall be considered a part of the financing documents pertaining to the Facility without any need of amendment to the same.
4. Please keep us notified of all the matters in relation to and the progress of the Scheme.

For ICICI Bank Ltd


Authorised Signatory



Place: Ahmedabad

Date: December 30, 2021

ICICI Bank Limited

9th Floor, JMC House, Ambawadi, Tel. : 079 - 66523786
Ahmedabad - 380 006, Website www.icicibank.com
Gujarat, India. CIN : L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower, Near Chakli Circle,
Old Padra Road, Vadodara 390 007,
India.

Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India.