

SURAJ INDUSTRIES LTD

Registered Office -Plot No. 2 Phase-3, Sansarpur Terrace, Distt. Kangra, H.P.-173212

CIN: L26943HP1992PLC016791

Email id- secretarial@surajindustries.org; **Website-** www.surajindustries.org

Telephone No: 01970-256414

August 14, 2024

To,
BSE Limited
Department of Corporate Services
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400 001

Scrip Code: 526211

Sub: Intimation of Amendment made in Loan Agreements- Disclosure under the Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Dear Sir/Madam,

In terms of the Regulation 30 read with Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, this is to inform you that the company has executed on August 14, 2024 an Amendment Agreement to the Loan Agreements executed with M/s Carya Chemicals & Fertilizers Private Limited, material subsidiary of the Company on October 11, 2023 and January 12, 2024

Further the detailed disclosures pursuant to the provisions of Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), as amended and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, is enclosed as **Annexure- A**.

Kindly take the above on your record.

Thanking you,

Yours faithfully,
For Suraj Industries Ltd

Snehlata Sharma
Company Secretary & Compliance Officer

Encl: As above.

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Annexure A

Details of the Amendment to Loan Agreements executed with the M/s Carya Chemicals & Fertilizers Private Limited as required under the Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023.

Sr. No.	Particulars	Details
a.	Name(s) of parties with whom the agreement is entered	Carya Chemicals and Fertilizers Private Limited. ("Borrower"), a subsidiary Company of the Company.
b.	Purpose of entering into the agreement	Inter Corporate Loan
c.	Size of agreement	Rs.5 Crore – Loan agreement executed on October 11,2023. Rs.7.50 Crore – Loan agreement executed on January 12, 2024.
d.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds 50.73% stake in Carya Chemicals and Fertilizers Private Limited ("CARYA"), by virtue of this CARYA is the Subsidiary Company of the Company.
e.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	Interest @12.50% p.a. The loan is to be given for a maximum period of 3 Years from the date of disbursement but may be extended by mutual discussion.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes, Carya Chemicals and Fertilizers Private Limited ("CARYA") is the Subsidiary Company of the Company.
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, the transaction is at arm's length basis.
h.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable

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i.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	Lender : Suraj Industries Ltd. Borrower : M/s Carya Chemicals and Fertilizers Private Limited ('CARYA'). Nature of loan : Unsecured loan Amount of loan : Rs.5 Crore and Rs. 7.50 Crore. Date of Execution of Loan Agreement : October 11,2023 and January 12, 2024. Security provided ,if any : Nil Amount of loan outstanding as on date of disclosure – 1.72 Crore.
j.	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.	Nil
k.	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): 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	Amendment to the Loan Agreements: additional details to the stock exchange(s): i. name of parties to the agreement- same as per earlier Loan Agreements dated 11.10.2023 and 12.01.2024. ii. nature of the agreement: Amendment to Loan Agreements executed on 11.10.2023 and 12.01.2024. iii. date of execution of the agreement- Amendment Agreement executed on 14.08.2024. iv. details of amendment and impact thereof or reasons of termination and impact thereof – Additional Clause has been inserted in the Agreement to the effect that “unsecured loan given in pursuance to the aforesaid Loan Agreements can be converted into equity share capital of the Borrower i.e. CARYA at any point of time during the tenure of the loan”. v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier- NA