

# SURAJ INDUSTRIES LTD

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

**CIN:** L26943HP1992PLC016791

**Email id-** [secretarial@surajindustries.org](mailto:secretarial@surajindustries.org); **Website-** [www.surajindustries.org](http://www.surajindustries.org)

**Telephone No:** 01970-256414

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**March 17, 2025**

**To,**  
**BSE Limited,**  
Phiroze Jeejeebhoy Tower,  
Dalal Street, Mumbai – 400001

**Scrip Code: 526211**

**Subject: Outcome of Meeting of the Board of Directors in accordance with Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Dear Sir/Madam,

Pursuant to Regulation 30 read with Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that the Board of Directors of the Company at its meeting held **today, i.e. Monday, March 17, 2025** at F-32/3, Second Floor, Okhla Industrial Area, Phase II, New Delhi-110020, has inter alia, considered and approved the following items :-

1. Re-appointment of M/s A R Mishra & Associates, Company Secretaries, as Secretarial Auditor of the Company for the financial year 2024-25.

The details as required under Regulation 30 read with Schedule III to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed as **Annexure A**.

2. Execution of Manufacturing Agreement with M/s Carya Chemicals & Fertilizers Private Limited (“CCFPL”), a material subsidiary Company of the Company.

The details as required under Regulation 30 read with Schedule III to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed as **Annexure B**.

The meeting of the Board of Directors commenced at **04:30 P.M. (IST)** and concluded at **05:15 P.M (IST)**.

Kindly acknowledge the receipt and take note of the same.

**Thanking you,**

**Yours faithfully,**  
**For Suraj Industries Ltd**

**Snehlata Sharma**  
**Company Secretary & Compliance Officer**

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## Annexure A

**Details for the Re-appointment of M/s A R Mishra & Associates, Company Secretaries as Secretarial Auditor of the Company as required under Regulation 30 of the SEBI Listing Regulations read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed in below annexures**

S.no	Details of Information that required to be provided	Information of such events
1.	Reason for Change viz. <del>appointment</del> , re-appointment, <del>resignation</del> , <del>removal</del> , <del>death</del>	Re-appointment
2.	Date of re-appointment/ <del>Resignation</del> & terms of appointment	March 17, 2025  M/s A R Mishra & Associates, Company Secretaries is re-appointed as Secretarial Auditor of the Company for conducting the secretarial audit for the financial year 2024-2025.  Other terms of the appointment as per the mutual decision of the auditor and company
3.	Brief Profile (in case of appointment)	M/s A R Mishra & Associates is a proprietorship firm of CS Ashok Ranjan Mishra having office at Delhi who is a commerce graduate and Law Graduate and Fellow member of Institute of Company Secretaries of India having total experience of more than 40 years out of which post CS Qualification experience is 24 years. It is a peer reviewed firm as per ICSI norms.
4.	Disclosure of relationships between directors (in case of appointment of a director).	Not Applicable.

For Suraj Industries Ltd

Snehlata Sharma  
Company Secretary & Compliance Officer

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## Annexure B

**Details of the Manufacturing Agreement executed with M/s Carya Chemicals & Fertilizers Private Limited (“CCFPL”) 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.	Details of Events that need to be Provided	Information of such events
a.	Name(s) of entity (ies) with whom agreement/ <del>JV</del> is signed	The Company has executed Manufacturing Agreement with M/s Carya Chemicals and Fertilizers Private Limited (“CCFPL”), a material subsidiary Company of the Company on March 17, 2025.
b.	Area of Agreement/ <del>JV</del>	CCFPL shall provide manufacturing and bottling services for the production of Country Liquor and Rajasthan Made Liquor in the brands of SIL in its upcoming Bottling Plant at Plot SP1-2, RIICO Industrial Area, Guwadi and Majhari, Baran - 325217, Rajasthan.
c.	Domestic/ International	The proposed business address only Domestic market.
d.	Share Exchange ratio/ <del>JV ratio</del>	No Share Exchange ratio is involved in this agreement.
e.	Scope of business operation of agreement/ <del>JV</del>	Production of Country Liquor & Rajasthan made Liquor in the Brands owned by SIL as per the quality specification of SIL by CCFPL in its upcoming Bottling Plant at Plot SP1-2, RIICO Industrial Area, Guwadi and Majhari, Baran - 325217, Rajasthan.
f.	details of consideration paid / received in agreement / <del>JV</del> ;	<p>In consideration for the manufacturing obligations under the Agreement, SIL shall pay CCFPL bottling Charges of <b>INR 30 (Rupees Thirty Only) per case* of Country Liquor / Rajasthan made Liquor for all the packs (exclusive of applicable taxes).</b></p> <p><i>(*Case shall mean and be 12 numbers of 750 ml bottles (Quarts) or 24 numbers of 375 ml bottles (Pints) or 48 numbers of 180 ml bottles (Nips) of Country Liquor &amp; Rajasthan Made.)</i></p>
g.	significant terms and conditions of agreement / <del>JV in brief</del> ;	The Significant Terms and conditions of the agreement would be :

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		<ul style="list-style-type: none"><li>• <b>Manufacturing:</b> CCFPL will handle the manufacturing of Country Liquor and Rajasthan made Liquor in the brands of SIL as per SIL's requirements, with a focus on maintaining product quality and preventing damage.</li><li>• <b>Damage Reimbursement:</b> If any product is damaged, CCFPL is responsible for reimbursing SIL for the damage.</li><li>• <b>Adherence to Specifications:</b> The manufacturing process will strictly follow SIL's specifications and standards.</li><li>• <b>Non-Exclusivity:</b> CCFPL is allowed to produce own brands and also work with third parties, but must inform SIL and ensure this doesn't interfere with their obligations under the Agreement.</li><li>• <b>Blending and Bottling:</b> The product will be blended and bottled by CCFPL strictly according to the specifications set by SIL.</li><li>• <b>Label Registration:</b> CCFPL is responsible for registering the product labels with excise authorities at SIL's cost.</li><li>• <b>Regulatory Approvals:</b> CCFPL will ensure all required permissions and approvals from competent authorities are obtained for manufacturing of Country Liquor or Rajasthan made Liquor in the brands of SIL.</li><li>• <b>Period :</b> One Year with effect from April 01, 2025.</li></ul>									
h.	whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arm's length";	Yes, the transaction is at arm's length basis.									
i.	size of the entity(ies);	<table><tr><th>Particulars</th><th>Suraj Industries Ltd.</th><th>CCFPL</th></tr><tr><td>Paid-up capital</td><td>Rs.15.81 Cr *</td><td>Rs.52 Cr</td></tr><tr><td>Turnover</td><td>Rs. 51.06 Cr #</td><td>Nil</td></tr></table> <p>*As per Shareholding Pattern as on 31.12.2024. # As per Audited Financial Statements for F.Y 2023-24.</p>	Particulars	Suraj Industries Ltd.	CCFPL	Paid-up capital	Rs.15.81 Cr *	Rs.52 Cr	Turnover	Rs. 51.06 Cr #	Nil
Particulars	Suraj Industries Ltd.	CCFPL									
Paid-up capital	Rs.15.81 Cr *	Rs.52 Cr									
Turnover	Rs. 51.06 Cr #	Nil									

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j.	rationale and benefit expected.	<ul style="list-style-type: none"><li>• <b>Optimizing the Freight Cost:</b> SIL will cater to those markets which also near to the CCFPL manufacturing unit so as to minimize the freight Cost.</li></ul>
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**For Suraj Industries Ltd**

**Snehlata Sharma**

**Company Secretary & Compliance Officer**