

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 12, 2023

To,
The Secretary,
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400 001

Scrip Code: 526211

Sub: Disclosure under the Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/Madam,

Pursuant to the provisions of Regulation 30 and Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), as amended, read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, please find enclosed herewith the details of continuing event or information (**Annexure- A, B & C**).

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

Pendency of litigation(s) or dispute(s) or the outcome thereof which may have an impact on the listed entity

Sr. No.	Particulars	Details
a.	Name(s) of the opposing party	Angan Vanaspati Workers Union (“UNION”)
b.	Court/Tribunal/Agency where litigation is filed	Hon’ble Himachal Pradesh High Court at Shimla.
c.	Brief details of dispute/ litigation	<p>A Writ Petition was filed by Angan Vanaspati Workers Union (“Union”) on 29.09.2014 against the Company before Hon’ble Himachal Pradesh High Court at Shimla against the final award dated June 30,2014 passed by the Industrial Tribunal, Dharamshala, Himachal Pradesh.</p> <p>The Hon’ble Industrial Tribunal rejected all the demands made by the Union holding that the workmen had resigned from the service voluntarily, hence there was no industrial dispute between the parties. Therefore, the Hon’ble Industrial Tribunal ruled against the Union and in favor of the Company.</p> <p>In the Writ Petition, the Union has inter alia prayed to the Hon’ble High Court of Himachal Pradesh for the following:</p> <ul style="list-style-type: none">• Quashing of the order passed by the Industrial Tribunal.• Allow the demand notice of the Union. <p>The matter is pending before the Hon’ble High Court of Himachal Pradesh.</p>
d.	Expected financial implications, if any, due to compensation, penalty etc.	At this stage, the quantum of monetary impact on the Company cannot be quantified.
e.	Quantum of claims, if any	At this stage, the quantum of monetary impact on the Company cannot be quantified.

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Annexure B

Details of the Investment Agreement dated 10th May, 2022 as required by the SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023.

Sr. No.	Particulars	Details
a.	If the listed entity is a party to the agreement details of the counterparties (including name and relationship with the listed entity)	Ayodhya Finlease Ltd (hereinafter referred to as "Investor") (not related to the company), a body corporate incorporated under the laws of India and having its registered office at I.K Building, 4th Floor, A-2, LSC, Masjid Moth, Greater Kailash-IT New Delhi-110048 and Mr. Suraj Gupta, promoter and Managing Director of the Company. (" Promoter ")
b.	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	NA
c.	Purpose of entering into the agreement;	Subscription to 16,55,172 equity shares of the Company on Preferential allotment basis and recording the terms and conditions for making the investment in the Company.
d.	shareholding, if any, in the entity with whom the agreement is executed	Ayodhya Finlease Ltd. holds 19.97% of the paid up share capital of the Company as on filling date of this disclosure i.e August 12,2023. <i>* At the time of execution of agreement Ayodhya Finlease Ltd. held 8.38 % of the paid up capital of the Company.</i>
e.	significant terms of the agreement (in brief)	<ol style="list-style-type: none">Investor will subscribe to 16,55,172 equity shares of the company offered to it on Preferential Allotment basis.The Subscription Consideration shall be used to meet the capital expenditure, working capital requirements, investments in joint venture(s) and other general corporate purposes of the Company as mentioned below:<ol style="list-style-type: none">Investment in M/s Carya Chemicals & Fertilizers Pvt Ltd; and

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		<p>b) Investment for taking on long term lease the Reduction Centres of M/s Rajasthan State Ganganagar Sugar Mills Ltd including capital expenditure, for manufacture of Liquor; and</p> <p>c) Capital Expenditure in the existing Liquor Unit of the Company at Ajmer; and</p> <p>d) Working Capital Requirements; and</p> <p>e) Other general corporate purposes as shall be mutually agreed.</p> <p>3. The Investor will only be a minority financial investor in the Company and shall not thereby acquire control or management of the Company. The Investor shall not be construed to be a promoter of the Company for whatever reason.</p>
f.	extent and the nature of impact on management or control of the listed entity	As long as investor holds 10% of the total shareholding of the Company, the promoters shall not undertake any act which will result them in losing the management of the company or which would result in another single shareholder having a larger equity stake in the Company than promoters and its affiliates.
g.	details and quantification of the restriction or liability imposed upon the listed entity	As long as the investor hold 10% of the total shareholding of the Company, the company shall continue to sponsor , promote and invest directly or indirectly only in the business of Edible oils, Ethanol and Liquor and shall not venture into unrelated areas.
h.	whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	M/s Ayodhya Finlease Ltd. is not related to promoter/promoter group/ group companies in any manner.
i.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	NO
j.	in case of issuance of shares to the parties, details of issue price, class of shares issued	Equity Shares issued @ Rs. 145/-per share.
k.	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.	1. As long as the Investor holds 10% of the total shareholding in the Company, the Investor shall have the right to nominate one director to the Board of the Company and its Subsidiary(ies). The Investor shall cause the Investor Director to resign from the Board forthwith, in the event its

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		shareholding in the Company falls below the threshold mentioned above. 2. The Investor Director will be a non-executive director of the company and its subsidiary.
1.	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)	Not Applicable

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Annexure C

Details of the Loan Agreement executed with the Facit Vyapaar Pvt. Ltd. as required by the 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	Facit Vyapaar Pvt. Ltd. ("Borrower")
b.	Purpose of entering into the agreement	Inter Corporate Loan
c.	Size of agreement	Rs.500 Lakh.
d.	Shareholding, if any, in the entity with whom the agreement is executed	NIL
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 re-payable on or before December 31, 2023.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	NO
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	NO
h.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
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 : Facit Vyapaar Pvt. Ltd. Nature of loan : Unsecured loan Amount of loan : Rs.500 lakh Date of execution of term sheet : 15.06.2022 Security provided ,if any : Nil Amount of loan outstanding as on date of disclosure i.e August 12, 2023 : Rs.99.29 lakh.(including interest)

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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	As on date of disclosure there is no termination /amendment of the loan agreement.