

# GANESHA ECOVERSE LIMITED

(FORMERLY KNOWN AS SVP HOUSING LIMITED)

CIN: L13114DL2003PLC118413

Registered Office: P3-211, Second Floor, Central Square, 20, Manohar  
Lal Khurana Marg, Bara Hindu Rao, Delhi-110006

E-mail: [ganeshaecoverse@gmail.com](mailto:ganeshaecoverse@gmail.com), Tel. No. +91 9415108158

Website: [www.ganeshaecoverse.com](http://www.ganeshaecoverse.com)

---

To  
The Manager  
Listing Department  
BSE Limited - SME  
P.J. Towers  
Dalal Street, Mumbai-400001  
Scrip Code: 539041  
Scrip ID: GANVERSE

Date: July 8, 2024

**Sub: Share Subscription Agreement between the Company and GESL SPINNERS  
PRIVATE LIMITED**

Dear Sir/ Ma'am,

In continuation to the outcome of Board Meeting dated July 8, 2024 and in compliance with Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that on July 8, 2024, the Company has entered into a Share Subscription Agreement with GESL SPINNERS PRIVATE LIMITED ("GSPL") to acquire 2,73,50,000 Equity Shares of GSPL.

The details as required under SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are given as Annexure A.

Please take the above on record and oblige.

Thanking you,

Yours faithfully,

**For Ganesha Ecoverse Limited**

**(Neha Gajwani)**  
**Company Secretary-cum-Compliance Officer**

# GANESHA ECOVERSE LIMITED

(FORMERLY KNOWN AS SVP HOUSING LIMITED)

CIN: L13114DL2003PLC118413

Registered Office: P3-211, Second Floor, Central Square, 20, Manohar  
Lal Khurana Marg, Bara Hindu Rao, Delhi-110006

E-mail: ganeshaecoverse@gmail.com, Tel. No. +91 9415108158

Website: www.ganeshaecoverse.com

‘Annexure-A’

S. No.	Particulars	Details
i.	Name of the entity(ies) with whom agreement is entered	GESL SPINNERS PRIVATE LIMITED (“GSPL”)
ii.	Purpose of entering into the agreement	Share Subscription Agreement is entered for the purpose of acquiring 2,73,50,000 Equity Shares of GSPL.
iii.	Size of the agreement	The Company has agreed to invest an amount of Rs. 46,49,50,000/- (Indian Rupees Forty-Six Crores Fourty Nine Lakhs Fifty thousand Only) by acquiring 2,73,50,000 Equity Shares of GSPL of Rs. 10/- each at a price of Rs. 17/- per Equity Share (including a premium of Rs. 7/- per share).
iv.	Shareholding, if any, in the entity with whom the agreement is executed	Currently Company has no shareholding in GSPL.
v.	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.;	With this investment, Company’s shareholding in GSPL would be ~ 45%. The Company’s ownership percentage shall not be diminished/diluted, in the event of the issuance of additional shares of a similar class by the GSPL.
vi.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes, Shri Vishnu Dutt Khandelwal and Shri Sandeep Khandelwal, promoters and directors of the Company are also promoters/ directors of GSPL.
vii.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	The proposed acquisition would fall within related party transaction and would be carried out in compliance with all applicable laws.
viii.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
ix.	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	Not Applicable

# GANESHA ECOVERSE LIMITED

(FORMERLY KNOWN AS SVP HOUSING LIMITED)

CIN: L13114DL2003PLC118413

Registered Office: P3-211, Second Floor, Central Square, 20, Manohar  
Lal Khurana Marg, Bara Hindu Rao, Delhi-110006

E-mail: [ganeshaecoverse@gmail.com](mailto:ganeshaecoverse@gmail.com), Tel. No. +91 9415108158

Website: [www.ganeshaecoverse.com](http://www.ganeshaecoverse.com)

---

	<b>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;</b>	
x.	<b>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.;</b>	NIL
xi.	<b>in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</b> <b>i. name of parties to the agreement;</b> <b>ii. nature of the agreement;</b> <b>iii. date of execution of the agreement;</b> <b>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</b>	Not Applicable