

# 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

**October 11, 2023**

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

**Scrip Code: 526211**

**Sub: Intimation of 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 that the company has entered into loan agreements with Carya Chemicals and Fertilizers Private Limited and Shri Gang Industries and Allied Products Limited.

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** and **Annexure B**.

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 Loan Agreement executed with the M/s Carya Chemicals and 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.
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 given for a maximum period of 3 Years from the date of disbursement.
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 : Carya Chemicals and Fertilizers Private Limited. Nature of loan : Unsecured loan Amount of loan : Rs.5 Crore Date of execution: October 11,2023 Security provided ,if any : Nil
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.

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## Annexure B

**Details of the Loan Agreement executed with the M/s Shri Gang Industries and Allied Products 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	Shri Gang Industries and Allied Products Limited. (“Borrower”), an associate Company of the Company.
b.	Purpose of entering into the agreement	Inter Corporate Loan
c.	Size of agreement	Rs.6.50 Crore.
d.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds 20.08% stake in Shri Gang Industries and Allied Products Limited (“Shri Gang”), by virtue of this Shri Gang is an associate 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 given for a maximum period of 3 years from the date of disbursement.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes, Shri Gang Industries and Allied Products Limited (“Shri Gang”) is an associate 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 : Shri Gang Industries and Allied Products Limited. Nature of loan : Unsecured loan Amount of loan : Rs.6.50 Crore Date of execution: October 11 , 2023 Security provided ,if any : Nil
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.