

Date: 25.01.2024

To,
Department of Corporate Services,
BSE Limited
Ground Floor, P. J. Towers,
Dalal Street,
Mumbai – 400001

Scrip Code: 541735

Sub: Loan Agreement entered for obtaining Inter-corporate loan

Ref: Disclosure pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to Clause 5 of Para B of Part A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI circular dated July 13, 2023, we enclose herewith the requisite details in respect of the Loan agreement entered into with Winfra Green Projects Private Limited (WGPPL). (Details pertaining to it has been enclosed herewith as “**Annexure-A**”)

Date and time of occurrence of event: January 25, 2024 at 4:00 p.m.

You are requested to take the same on your record.

Thanking you,

For, Vivanta Industries Limited

Aesha Shah
Company Secretary & Compliance Officer
Membership No.: A70186

Encl: As above

S.N.	Particulars	Details
A.	Name(s) of parties with whom the agreement is entered	Winfra Green Projects Private Limited (WGPPL)
B.	Purpose of entering into the agreement	Loan agreement to be entered with WGPPL to obtain loan from it.
C.	Size of agreement	Loan of up to Rs. 10 Crore to be obtained from WGPPL.
D.	Shareholding, if any, in the entity with whom the agreement is executed	The promoters of Company (VIL) is also holding entire stock of the WGPPL. VIL effectively through its Promoters holds 100% in WGPPL.
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.	1. The interest shall be payable at a rate of interest of 8% per annum upon such terms & conditions as may be mutually agreed upon mentioned in the Loan agreement dated 25.01.2024 2. The loan amount shall be disbursed by Lender (WGPPL) either in small tranches or in Lump sum within next 5 years with effective from 25.01.2024. 3. In the event of a default by the Company (VIL) in the payment of any principal or Interest mentioned under the Loan Agreement, the WGPPL shall have the option to convert the outstanding balance of the Loan, including any accrued and unpaid interest, into equity of the Company (VIL) at a conversion price per share equal to the fair market value of the Company (VIL)'s equity as determined by an independent appraiser mutually agreed upon by Parties.
F.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The promoters of VIL are related to promoters of WGPPL.
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 and also in line with Section 179 of the Companies Act, 2013

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	<p>Lender: Winfra Green Projects Private Limited (WGPPL)</p> <p>Borrower: Vivanta Industries Limited (VIL)</p> <p>Nature of loan: Unsecured loan</p> <p>Amount of loan: upto Rs. 10 crores</p> <p>Date of execution of agreement: January 25, 2023</p> <p>Security provided, if any: Nil</p>
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