



S Chand And Company Limited

Corporate Office: A-27, 2nd Floor, Mohan Co-Operative Industrial Estate, New Delhi - 110044, India.

Registered Office: Ravindra Mansion, Ram Nagar, New Delhi - 110055, India.

P: +91 11 4973 1800 | F: +91 11 4973 1801 | E: info@schandgroup.com | www.schandgroup.com

Date: December 20, 2018

To Listing Department BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai, Maharashtra 400001	To Listing Department, National Stock Exchange of India Limited Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (E), Mumbai, Maharashtra 400051
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Dear Sir,

Re: Outcome of Board Meeting in accordance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations")

The Board of Directors at its meeting held on Wednesday, December 19, 2018 which commenced at 11:00 A.M. and concluded at 2:30 P.M., inter alia, transacted the following matters:

- (i) Considered and approved the term loan upto an amount of Rs. 65.00 crores (Rupees Sixty Five Crores Only) from Axis Finance Limited. The details of the same are enclosed as **Annexure-A**; and
- (ii) Considered and approved the Corporate Guarantee in favour of HSBC Bank against the working capital facilities sanctioned to Vikas Publishing House Pvt. Ltd. (a wholly owned subsidiary of the Company) upto an amount of Rs. 10.00 crores (Rupees Ten Crores Only). The details of the same are disclosed in **Annexure-B**,

Request you to kindly take note of the above.

Thanking You.

For S Chand And Company Limited

Jagdeep Singh
Company Secretary & Compliance Officer
Membership No. A15028
Address: A-27, 2nd Floor,
Mohan Co-operative Industrial Estate,
New Delhi-110044

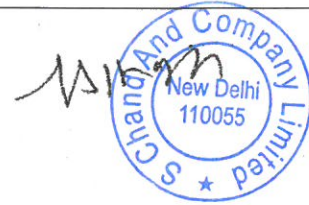
Annexure-A

Details of term loan from Axis Finance Limited

S. No.	Particulars	Disclosures
1.	Name(s) of the Parties with whom the agreement is entered:	Loan Agreement between the Company and Axis Finance Limited
2.	Purpose of entering into the agreement:	For acquisition of 26% stake in Chhaya Prakashani Pvt. Ltd.
3.	Size of the agreement:	Upto an amount of Rs. 65.00 crores (Rupees Sixty Five Crores Only)
4.	Shareholding, if any, in the entity with whom the agreement is executed:	NIL
5.	Significant terms of the agreement (in brief), special rights like right to appoint directors, first right to share subscription in case of issue of shares, right to restrict change in capital structure etc.:	Promoter Group to have management control at all times during the tenor of the facility. Management Control being defined primarily in relation to the substantial shareholding (45% or more) and voting rights and Board representation. The Company shall take prior consent in case of change in the shareholding pattern or directorship except for Independent Directors.
6.	Whether, the said parties are related to the promoter/ promoter group/ group companies in any manner. If yes, nature of relationship:	N.A.
7.	Whether the transaction would fall within related party transaction? If yes, whether the same is done at "arms' length":	N.A.
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued:	N.A.
9.	In case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement / sanction letter, details of security provided to the lenders for such loan:	Term loan of upto Rs. 65.00 crores from Axis Finance Limited, Outstanding as on date: Nil Date of sanction letter is December 12, 2018, Details of security: <ul style="list-style-type: none"> • Pledge of 64% of unlisted shares of Chhaya Prakashani Private Limited;



		<ul style="list-style-type: none"> • 2nd Charge on both present and future current & fixed movable assets of S Chand And Company Ltd.; • Post-dated cheques for the interest & scheduled repayments and principal amount
10.	Any other disclosures related to such agreements, viz. details of the nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.:	N.A.
11.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <ol style="list-style-type: none"> Name of the parties to the agreement Nature of the agreement Date of execution of the agreement Details of the amendment and impact thereof or reasons of termination and impact thereof 	N.A.



Annexure-B

Details of Corporate Guarantee

S. No.	Particulars	Disclosure
1.	Name of party for which such guarantees or indemnity or surety was given	Corporate Guarantee of Rs. 10.00 crores (Rupees Ten Crores Only) in favour of The Hongkong and Shanghai Banking Corporation Limited (HSBC) against the working capital facilities sanctioned to Vikas Publishing House Pvt. Ltd. (a wholly owned subsidiary) ("Vikas") by HSBC .
2.	Whether the promoter/promoter group/group companies have any interest in this transaction: If yes, nature of interest and details thereof and whether the same is done at "arm's length"	Mr. Himanshu Gupta, Ms. Savita Gupta, Mr. Dinesh Kumar Jhunjhnuwala and Mr. Gaurav Kumar Jhunjhnuwala are common Directors of the promoter group in the Company and Vikas. However, none of the promoter/promoter group/group companies are interested personally, financially or otherwise in the said transaction. This corporate guarantee is provided in favour of HSBC to secure the working capital facilities being sanctioned to its wholly owned subsidiary by HSBC.
3.	Brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee	If at any time default shall be made by the borrower in repayment of the guaranteed sum together with interest, costs, charges, expenses and/ or other monies due to the bank in respect of/ or under the loan, the Guarantor shall forthwith on demand, without any demur or protest, irrevocably and unconditionally without any reference to the borrowers, and without raising any objections pay to bank the whole of such guaranteed sum together with interests, costs, charges, expenses as may be than due to the bank in respect of the loan and shall indemnify and keep indemnified bank against all losses of the said guaranteed sum, interest and other monies due. This is a guarantee of payment and not of collection.
4.	Impact of such guarantees or indemnity or surety on listed entity	Vikas is a wholly owned subsidiary of the Company. The financials of Vikas are consolidated with the financials of the Company therefore, on a consolidated basis there is no impact on the Company.

