

Date: May 14, 2022

To

<b>BSE Limited</b> Listing & Compliance Department Phiroze Jeejeebhoy Towers, Dalal Street, Fort Mumbai – 400001.	<b>The National Stock Exchange of India Limited</b> Listing & Compliance Department Exchange Plaza, C-1 Block G, Bandra Kurla Complex, Bandra (E), Mumbai - 400051
<b>Security Code: 514418</b>	<b>NSE Symbol: MANORG</b>

Dear Sir/Madam,

**Sub: Intimation of Signing of Compulsorily Convertible Debenture Agreement pursuant to SEBI (Listing Obligations and Disclosure Requirements), 2015**

Pursuant to Regulations 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with Schedule III to the Listing Regulations, we wish to inform you that the Board of Directors of the Company at its meeting held today, has considered and approved Compulsorily Convertible Debenture Agreement (“CCDA”) with Yeshoda Rose Bazaar Retail Private Limited through Investment of Rs. 30 Lakhs by way of subscription to Compulsorily Convertible Debentures (“CCDs”) to the agreement.

Additional disclosures, with regard to entering into the above agreement, as required under the Listing Regulations read with SEBI Circular No. CIR/CFO/CMD/4/2015 dated September 9, 2015 are given in Annexure 1 to this letter.

We request you to disseminate the above information on your website.

Thanking you,  
Yours faithfully,  
For Mangalam Organics Limited

  
Heena Lukha  
Company Secretary



**Annexure 1**

Sr. No.	Particulars	Responses								
1.	name(s) of parties with whom the agreement is entered	1. Yeshoda Rose Bazaar Retail Private Limited ("Investee Co.") 2. Ms. Yeshoda Karuturi and Ms. Rhea Karuturi (Founders of Yeshoda Rose Bazaar Retail Private Limited) 3. Mangalam Organics Limited ("the Company") and other Individual Investors  Mangalam Organics Limited ("the Company") and other Individual Investors are collectively known as "Investors".								
2.	purpose of entering into the agreement;	The Company will enter into an agreement ("CCDA") and pursuant to which the Company will invest into the Debentures of the Investee Co. by way of subscription to the CCDs. The business of the Investee Co. s export/import and retail Trading for all varieties of flowers and plants through offline/online mode.								
3.	shareholding, if any, in the entity with whom the agreement is executed;	The proposed shareholding for CCDs of the Company in the Investee Co. will be as under: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Sr. No.</th> <th>Name of the Company</th> <th>No. of CCDs</th> <th>% of Proposed Total CCDs</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mangalam Organics Limited</td> <td>30000</td> <td>40</td> </tr> </tbody> </table>	Sr. No.	Name of the Company	No. of CCDs	% of Proposed Total CCDs	1.	Mangalam Organics Limited	30000	40
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1.	Mangalam Organics Limited	30000	40							
4.	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	There are detailed provisions relating to restrictions on transfer of shares by the Investors.								
5.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Investee Co is not related to promoter / promoter group / group company in any manner.								
6.	whether the transaction would fall	The transaction is not within related party								



	within related party transactions? If yes, whether the same is done at "arms length";	transaction.
7.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	The CCDs would be issued to the Company at face value of Rs. 100/- each.
8.	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;	The Company is not entitled to nominate any Director on the Board of the Company. There is no potential conflict of interest arising out of this Investment.
9.	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):	Not Applicable
	a) name of parties to the agreement;	
	b) nature of the agreement;	
	c) date of execution of the agreement;	
	d) details of amendment and impact thereof or reasons of termination and impact thereof.	

