

The Sandur Manganese & Iron Ores Limited

(An ISO 9001:2015; ISO 14001:2015 and 45001:2018 certified company)
CIN: L85110KA1954PLC000759; Website: www.sandurgroup.com

REGISTERED OFFICE

'SATYALAYA', No.266
Ward No.1, Palace Road
Sandur - 583 119, Ballari District
Karnataka, India
Tel: +91 8395 260301/ 283173-199
Fax: +91 8395 260473



CORPORATE OFFICE

'SANDUR HOUSE', No.9
Bellary Road, Sadashivanagar
Bengaluru - 560 080
Karnataka, India
Tel: +91 80 4152 0176 - 79 / 4547 3000
Fax: +91 80 4152 0182

The Secretary
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400 001

21 July 2022

Dear Sir / Madam,

Sub: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) "LODR" Regulations, 2015 - Share Subscription and Share Holding Agreement (SSSHA) and Power Purchase Agreement (PPA)

Ref: Company Code: 504918

Pursuant to Regulation 30 read with Schedule III of the SEBI (LODR) Regulations, 2015 and in furtherance to our letter dated 10 April 2022, we wish to inform you that the Company has completed the process of execution of **SSSHA** with Renew Green Energy Solutions Private Limited and Renew Sandur Green Energy Private Limited and **PPA** with Renew Sandur Green Energy Private Limited for captive consumption of renewable power at its Metal & Ferroalloys Plant located at Vyasankere, Hosapete Taluk, Vijayanagara District, Karnataka, today i.e., 21 July 2022.

Detailed information as required under SEBI (LODR) Regulations, 2015 read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated 9 September 2015 are given in 'Annexure A' to this letter.

The Exchange is requested to take the same on record.

Thanking you,

Yours Sincerely,

for The Sandur Manganese & Iron Ores Limited

Bijan Kumar Dash
Company Secretary & Chief Compliance Officer



MINES OFFICE: Deogiri - 583112, Sandur Taluk, Ballari District
Tel: +91 8395 271025 / 28 / 29 / 40; Fax: +91 8395 271066

PLANT OFFICE: Metal & Ferroalloy Plant, Vyasankere, Mariyammanahalli - 583 222, Hosapete Taluk, Ballari District
Tel: +91 8394 244450 / 244335

Annexure A

(Details as required under SEBI Circular No. CIR/CFD/CMD/4/2015 dated 9 September 2015)

Name(s) of parties with whom the agreement is entered	<ol style="list-style-type: none"> Share Subscription and Share Holding Agreement with Renew Green Energy Solutions Private Limited (RGESPL) and Renew Sandur Green Energy Private Limited (RSGEPL) Power Purchase Agreement with RSGEPL
Purpose of entering into the agreement	The purpose of the agreements is for captive consumption of renewable power at its Metal & Ferroalloys Plant located at Vyasanakere, Hosapete Taluk, Vijayanagara District, Karnataka.
Shareholding, if any, in the entity with whom the agreement is executed	The Company will be subscribing to 49% of the Paid-up Equity Share Capital in RSGEPL.
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.	<p>The significant terms of the agreement are as follows:</p> <ol style="list-style-type: none"> RSGEPL, the Power Producer, is a special purpose vehicle company formed and engaged in the business of developing and operating renewable energy projects, and intends to deliver the Electricity generated from the Contracted Capacity to the Company. Source of supply shall be solar and wind power generated from the respective solar and wind units set up by the Power Producer i.e., RSGEPL. The project is proposed to be set up in Kudligi Taluk, Vijayanagara District, Karnataka by the Power Producer. The Company has right to appoint 1/3rd of the total number of directors on the Board of RSGEPL. All land with all approvals/ clearances and right of way required for development and operation of the Project shall be obtained by the Power Producer at its cost and risk. The Power Producer shall be responsible for arranging the finance for the Project, at its sole cost and risk, without any recourse to the Company (except for seeking specific performance of the obligations of the Company under the Share Subscription and Shareholder Agreement). As per the executed agreements, the minimum off-take commitment shall be for 25 years from the Commercial Operation Date of the Project. In case of transfer of equity share capital, the Company has the right of first refusal. As per the Agreement, any change to the capital structure shall require prior approval of the Company.
Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No
Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No
In case of issuance of shares to the parties, details of issue price, class of shares issued	NA
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.	NA

