



PG ELECTROPLAST LIMITED

CIN-L32109DL2003PLC119416

Corporate Office :

P-4/2, 4/3, 4/4, 4/5, 4/6, Site-B, UPSIDC Industrial Area, Surajpur
Greater Noida-201306, Distt. Gautam Budh Nagar (U.P.) India
Phones # 91-120-2569323, Fax # 91-120-2569131
E-mail # info@pgel.in Website # www.pgel.in

May 26, 2021

To,
The Manager (Listing)
BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 001

To,
The Manager (Listing)
National Stock Exchange of India Limited,
Exchange Plaza,
Bandra Kurla Complex,
Bandra (East),
Mumbai - 400 051

Scrip Code: 533581

Scrip Symbol: PGEL

Sub: Disclosure under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/Madam,

In terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations, 2015'), we wish to inform your good office that the Board of Directors at their meeting held on May 25, 2021, approved Investment Agreements ("**Investment Agreements**") to be executed with certain specified persons belonging to the promoter and promoter group of the Company and with following persons belonging to Public Category:

1. **Baring Private Equity India AIF**
2. **Ashok Kumar Sobhamal Patni and Rajnikanta Gajendra Kumar Patni**
3. **Naresh Saraaf**
4. **Sharad Premprakash Rathi**
5. **Sanjeev Kumar Taparia and Others**

Particulars	Information
a) Name(s) of parties with whom the agreement is entered	1. PG Electroplast Limited (" Company ") 2. Baring Private Equity India AIF (" Investor 1 ") 3. Ashokkumar Sobhamal Patni and Rajnikanta Gajendra Kumar Patni (" Investor 2 ") 4. Naresh Saraaf (" Investor 3 ") 5. Sharad Premprakash Rathi (" Investor 4 ") 6. Sanjeev Kumar Taparia and Others (" Investor 5 ") (Collectively 2-6 above referred as " Investors ") 7. Certain persons belonging to the Promoter and Promoter Group of the Company.



■ **Registered Office**
DTJ-209, Second Floor
DLF Tower-B, Jasola
New Delhi-110025
Tele-Fax # 011-41421439

b) Purpose of entering into the agreement	<p>Preferential Allotment of up to 10,76,904 17.96% Compulsorily Convertible Debentures ("CCDs") having face value of Rs. 337/- each and 11,95,950 Equity Shares of face value of Rs. 10/- each, at an issue price of Rs. 337/- each</p> <p>Please refer to our disclosure vide the letter dated May 25, 2021.</p>
c) Shareholding, if any, in the entity with whom the agreement is executed	<p>The Investors belong to the Non-Promoter category. "Investor 3" holds 40,500 (0.21%) equity shares of the Company.</p> <p>Except "Investor 3", all other Investors' current shareholding in the Company is NIL.</p>
d) 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 Investors shall, upon issue and allotment of the CCDs/Equity Shares have the following rights/obligations under the terms of the Investment Agreement:</p> <ol style="list-style-type: none"> 1. <u>Investor Director</u>: "Investors 1" shall have the right to nominate for appointment of 1 (one) director (the Investor Director) to the Board. 2. Prior consent of Investors/ Investor Director, inter-alia, for changes in Charter documents, creation of any new class of Equity Securities, Declaration of dividends, any scheme of arrangement, appointment of Independent Director. 3. Customary information rights in compliance with applicable law, including the SEBI (Prohibition of Insider Trading) Regulations, 2015 4. Obligation on the Investors to not transfer the securities to any competitor. 5. In case the, promoter proposes to sell any of its Equity Securities to any Person (Proposed Transferee), such Transfer will be subject to the Investor's tag-along right (but not the obligation) to sell up to 100% of the Equity Securities held in by the Investor.
e) Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	<p>The parties to the Investor Agreements (as mentioned in 2-6 of clause (a) above) are not related to the promoter/ promoter group/ group companies of the Company in any manner.</p>
f) Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	<p>The transaction does not qualify as a related party transaction.</p>



g) In case of issuance of shares to the parties, details of issue price, class of shares issued	Preferential Allotment of up to 10,76,904 17.96% Compulsorily Convertible Debentures ("CCDs") having face value of Rs. 337/- each and 11,95,950 Equity Shares of face value of Rs. 10/- each, at an issue price of Rs. 337/- each
h) 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.	Please refer to sub-point (d) above. There is no potential conflict of interest that arises out of the Investment Agreement.

You are requested to kindly take the same on your records.

Thanking you,

For PG Electroplast Limited



**Sanchay Dubey
(Company Secretary)**



**Date: May 26, 2021
Place: Greater Noida**