



SHIVA

A SUBSIDIARY OF
**JSW Cement**

Date: 21.01.2025

To,

BSE Limited

Corporate Relationship Department,
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai - 400 001
Scrip Code – 532323

Sub: Outcome of the Board Meeting - Disclosure under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations").

Ref: Disclosure under Regulation 30 of the SEBI Listing Regulations read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024 ("SEBI Master Circular").

Dear Sir/ Madam,

With reference to the above subject, we hereby inform you that the Board of Directors of Shiva Cement Limited ("**Company**") in its meeting held today i.e., Tuesday, 21st January, 2025, have, inter alia, considered and approved the availing of a term loan facility for an aggregate amount not exceeding INR 250,00,00,000 (Indian Rupees Two Hundred Fifty Crores) ("**Facility**") from DBS Bank India Limited ("**Lender**") as per the terms and conditions and the facility agreement to be entered into between the Company and the Lender ("**Facility Agreement**", as may be amended replaced and supplemented from time to time).

Details as required under Regulation 30 of the SEBI Listing Regulations read with the SEBI Master Circular are given as Annexure A.

The Meeting of the Board of Directors of the Company commenced at 02:45 P.M. and concluded at 03:05 P.M.

The above announcement is also being made available on the website of the Company at www.shivacement.com.

Kindly take the same on record.

Thanking you.

For Shiva Cement Limited

Sneha Bindra
Company Secretary
ACS: 29721

SHIVA CEMENT LIMITED

CIN L26942OR1985PLC001557

Registered Office address- Village Telighana, PO: Birangatoli, Tehsil-Kutra, District-Sundargarh, Odisha- 770018.

E-mail-id: corporate@shivacement.com | Phone (Off.): 0661-2461300 | Website: www.shivacement.com

Annexure A

Disclosure under Regulation 30 of the SEBI Listing Regulations read with the SEBI Master Circular

Sr. No.	Particulars of Disclosure	Details
1.	Name(s) of parties with whom the agreement is entered;	The Facility Agreement is proposed to be entered between Shiva Cement Limited and DBS Bank India Limited.
2.	Purpose of entering into the agreement	To avail term loan facility from the Lender as per the terms and conditions and the Facility Agreement (as may be amended, replaced and supplemented from time to time). The said Facility is proposed to be utilised by the Company in connection with the following transaction with Bhushan Power and Steel Limited ("BPSL") that has been previously approved by the board and shareholders of the Company by resolutions dated 25 th July, 2024 and 19 th September, 2024 respectively - setting up of a 1.0 MTPA cement grinding unit by BPSL in BPSL's premises at Sambalpur, Odisha for and on behalf of the Company and the right available to the Company to subsequently acquire the said unit.
3.	Size of Agreement	Term loan of an amount not exceeding INR 250,00,00,000 (Indian Rupees Two Hundred Fifty Crores).
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 issuance of shares, right to restrict any change in capital structure etc.;	None
6.	Whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship;	No
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable

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9.	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>The borrower is Shiva Cement Limited (i.e. the Company) and the lender is the DBS Bank India Limited. The board of directors of the Company have approved availing a term loan facility for an aggregate amount not exceeding INR 250,00,00,000 (Indian Rupees Two Hundred Fifty Crores) from the Lender as per the terms and conditions and the Facility Agreement proposed to be entered into between the Company and the Lender (as may be amended replaced and supplemented from time to time).</p> <p>The said Facility is proposed to be credit enhanced by way of an unconditional and irrevocable corporate guarantee (with a maturity period of 2 years from the date of the 1st drawdown) issued by JSW Cement Limited (“JSWCL”) to DBS Bank Limited on behalf of the Company (“Corporate Guarantee”) upto an aggregate amount of INR 250,00,00,000 (Indian Rupees Two Hundred Fifty Crores) and with all interest and any other charges / expenses. JSWCL holds approximately 66.17% shareholding in the Company and is a holding company and a related party of the Company. Issuance/grant of this Corporate Guarantee is subject to receipt of required approval (as applicable) of shareholders of the Company for such related party transaction.</p>
10.	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
11.	Additional details in case of termination or amendment of agreement, listed entity shall disclose i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable