

SASTASUNDAR VENTURES LIMITED

(Formerly Microsec Financial Services Limited)

Azimganj House, 2nd Floor,

7, Abanindra Nath Thakur Sarani (Formerly Camac Street)

Kolkata - 700 017, India

Tel: 91 33 2282 9330, Fax : 91 33 2282 9335

E-mail: info@sastasundar.com, Website: www.sastasundarventures.com

CIN - L65993WB1989PLC047002

Date: 17-07-2018

To
The General Manager
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Tower
Dalal Street, Mumbai - 400 001

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

Ref: BSE Scrip Code: 533259; NSE Symbol: SASTASUNDR**Sub: Intimation under Regulation 30 of the SEBI (LODR) Regulations, 2015**

Dear Sir/ Madam,

This is to inform you that M/s Happymate Foods Limited (the HFL), a step down subsidiary of the Company and subsidiary of Sastasundar Healthbuddy Limited has entered into a Share Cum Warrant Subscription Agreement and Advertisement Agreement with M/s Bennett, Coleman and Company Limited (herein after referred to as BCCL) on 16th July, 2018.

Pursuant to the aforesaid agreement, the HFL shall issue equity shares and Convertible Warrant to M/s Bennett, Coleman and Company Limited (BCCL). In lieu of the aforesaid agreement BCCL will assign/ transfer one of its Trademark under Food Category to HFL and also arrange for advertisement space in the print media run by BCCL.

The details required under regulation 30 of the SEBI (LODR) Regulations, 2015 read with SEBI Circular No. CIR/CFD/ /CMD/4/2015 dated September 09, 2015 are as below:

Name(s) of parties with whom the agreement is entered	M/s Bennett, Coleman and Company Limited
Purpose of entering into the agreement	<p>HFL, a step down subsidiary of the Company has entered into a Share Cum Warrant Subscription Agreement and Advertisement Agreement with M/s Bennett, Coleman and Company Limited and BCCL will</p> <p>i) assign/ transfer Brand 'XPLR' (Class 30 of the Trade Marks Act, 1999) belonging to BCCL to HFL for a consideration of Rs. 1.00 lac.</p> <p>ii) the Sastasundar Healthbuddy Limited will act as an exclusive distributors of the products of HFL via its channel sastasundar.com and retailershakti.com.</p> <p>The brand will be supported by artificial intelligence based diet and Nutritional counselling at sastasundar.com.</p>
Shareholding, if any, in the entity with whom the agreement is executed	NIL



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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 .	BCCL will subscribe equity shares and convertible warrants of HFL having aggregate value of Rs. 5.00 crores giving a right to BCCL to subscribe to equity shares of HFL. BCCL will provide a line of credit of Rs. 50.00 crores to HFL for advertisement of HFL products in print media run by BCCL against issue of 30% shares of HFL.
Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	This is not a related party transaction
Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	This is not a related party transaction
In case of issuance of shares to the parties, details of issue price, class of shares issued;	The HFL will issue 100 equity shares of Rs. 10 each and 5 warrants of Rs. 1,00,00,000 each convertible into equity at a later date.
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;	Not Applicable
In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): 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.	Not Applicable

Kindly take the same on record.

For Sastasundar Ventures Limited


Biplab Kumar Mani
 Company Secretary
