

08<sup>th</sup> March, 2023

<b>National Stock Exchange of India Limited</b> Exchange Plaza, Plot no. C/1, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051.	<b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai – 400 001.
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**Ref.: Disclosures pursuant to Regulation 31(2) of Securities & Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ('SEBI Takeover Regulations') – Release and creation of Pledge.**

Dear Sir/Madam,

Please find attached herewith the disclosures pursuant to Regulation 31(2) of Securities & Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, for release and creation of pledge over aggregating to 6,47,000 Equity Shares of Kalpataru Power Transmission Limited. Further, please also find attached herewith disclosure pursuant to SEBI Circular No. SEBI/HO/CFD/DCR1/CIR/P/2019/90 dated August 7, 2019 ('Circular') with respect to disclosure of reasons for encumbrance by promoter of listed companies.

Pursuant to the SEBI Circular No. SEBI/HO/CFD/DCR-3/P/CIR/2022/27 dated 07<sup>th</sup> March, 2022 effective from 01<sup>st</sup> July, 2022, regarding automation of disclosure requirement under SEBI Takeover Regulations, the depositories are required to provide information directly to the stock exchange for transactions recorded in the depository system and stock exchange are required to disseminate such information on their respective website as per the format specified by SEBI, however, as a matter of good practice, we are providing herewith this disclosure, for your information.

Kindly take the above on record.

Thank you.

Yours faithfully,

**For K C HOLDINGS PRIVATE LIMITED**

**AMIT SHAH  
AUTHORISED SIGNATORY**

Encl: As above



Name of the promoter(s) or PACs with him*	Promoter holding in the target company (1)		Promoter holding already encumbered (2)		Details of events pertaining to encumbrance (3)							Post event holding of encumbered shares {creation[(2)+(3)] /release [(2)-(3)]/ invocation[(1)-(3)]}	
	Number	% of total share capital	Number	% of total share capital	Type of event (creation/release/invocation)	Date of creation/release /invocation of encumbrance	Type of encumbrance (pledge/ lien/ non disposal undertaking/ others)	Reasons for encumbrance**	Number	% of share capital	Name of the entity in whose favor shares encumbered***	Number	% of total share capital
Shri. Mofatraj P. Munot as a Trustee of Shubhika Benefit Trust	777,000	0.48%	-	-	-	-	-	-	-	-	-	-	-
Shri. Mofatraj P. Munot as a Trustee of Aaryaveer Benefit Trust	777,000	0.48%	-	-	-	-	-	-	-	-	-	-	-
Kalpataru Holdings Pvt Ltd	333,000	0.20%	-	-	-	-	-	-	-	-	-	-	-
Imtiaz Kanga	100,000	0.06%	-	-	-	-	-	-	-	-	-	-	-
Yasmin Imtiaz Kanga	300,000	0.18%	-	-	-	-	-	-	-	-	-	-	-
Chandra Amar Munot	10,000	0.01%	-	-	-	-	-	-	-	-	-	-	-
Jash Choraria	7,000	0.00%	-	-	-	-	-	-	-	-	-	-	-
Khushali Rajesh Golechha	7,000	0.00%	-	-	-	-	-	-	-	-	-	-	-
Rajesh Bhagchand Golechha	7,000	0.00%	-	-	-	-	-	-	-	-	-	-	-
Rajesh B Golechha HUF	2,125	0.00%	-	-	-	-	-	-	-	-	-	-	-
Umang Golechha	9,106	0.01%	-	-	-	-	-	-	-	-	-	-	-
Vijay K Choraria	7,000	0.00%	-	-	-	-	-	-	-	-	-	-	-
Mr. Mofatraj P. Munot as a Trustee of MPM Familu Trust	500	0.00%	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>7,67,32,094</b>	<b>47.24%</b>	<b>37,476,641</b>	<b>23.07%</b>					<b>-</b>	<b>0.00%</b>		<b>37,476,641</b>	<b>23.07%</b>

Note: The Figures shown in column (2) is net impact of pledge created and released by the following promoter group/ PACs, for which separate disclosures has been made by each of them respectively:

# IIFL Wealth Prime Limited has released a pledge over 6,47,000 Equity shares of Kalpataru Power Transmission Limited on 03rd March, 2023, Further, IIFL Wealth Prime Limited has created a pledge over 6,47,000 Equity shares of Kalpataru Power Transmission Limited on 03rd March, 2023 which are owned by the Company.

**FOR K C HOLDINGS PRIVATE LIMITED**

**AMIT SHAH**  
**AUTHORISED SIGNATORY**  
**Place: Mumbai**  
**Date: 08th March, 2023**

\*The names of all the promoters their shareholding in the target company and their pledged shareholding as on the reporting date should appear in the table irrespective of whether they are reporting on the date of event or not.

\*\*For example for the purpose of collateral for loans taken by the Company personal borrowing third party pledge etc.

\*\*\*This would include name of both the lender and the trustee who may hold shares directly or on behalf of the lender.

Figures in bracket or with minus (-) sign indicates release/reduction & figures computed in percentages are round off upto two decimals

**Annexure - B**

**Format for disclosure of reasons for encumbrance**

As per Section 17(1)(g) of the Companies Act, 2013 read with Section 17(1)(g) of the Companies Act, 2013

Name of listed company	KALAPATARU POWER TRANSMISSION LIMITED
Name of the recognised stock exchanges where the shares of the company are listed	National Stock Exchange of India Limited (NSE) (NSE Limited (NSE))
Name of the promoter(s) / PACs whose shares have been encumbered	1. Kalpataru Constructions Private Ltd 2. K C Holdings Private Limited
Total promoter shareholding in the listed company	3. Parag M. Marai No. of shares = 76732094 % of total share capital = 47.24 %
Encumbered shares as a % of promoter shareholding	48.84 %
Whether encumbered share is 20% or more of promoter shareholding	YES/ NO
Whether encumbered share is 20% or more of total share capital	YES/ NO (23.07%) #

**Details of all the existing events/agreements pertaining to encumbrance**

Particulars	Encumbrance 1 (Date of creation of encumbrance: 28-Feb-20)	Encumbrance 2 (Date of creation of encumbrance: 28-Feb-20) pls refer note 1	Encumbrance 3 (Date of creation of encumbrance: 29-Oct-21) pls refer note 1	Encumbrance 4 (Date of creation of encumbrance: 02-Nov-21) pls refer note 1	Encumbrance 5 (Date of creation of encumbrance: 14-Dec-21) pls refer note 1	Encumbrance 6 (Date of creation of encumbrance: 27th April, 2022) (Refer Note 1)	Encumbrance 7 (Date of creation of encumbrance: 28th July, 2022)	Encumbrance 8 (Date of creation of encumbrance: 28th July, 2022) (Refer Note 1)	Encumbrance 9 (Date of creation of encumbrance: 28th September, 2022) (Refer Note 1)	Encumbrance 10 (Date of creation of encumbrance: 03rd November, 2022) (Refer Note 1)	Encumbrance 11 (Date of creation of encumbrance: 10th November, 2022) (Refer Note 1)	Encumbrance 12 (Date of creation of encumbrance: 3rd March, 2023) (Refer Note 1)
	Date of Agreement: 22/08/2019	Date of Agreement: 04/10/2017	Date of Agreement: 27/10/2021	Date of Agreement: 27/10/2021	Date of Agreement: 10/12/2021	Date of Agreement: 09/12/2021	Date of Pledge Agreement: 27/07/2022	Date of Pledge Agreement: 27/07/2022	Date of Pledge Agreement: 23/09/2022	Date of Pledge Agreement: 29/10/2022	Date of Pledge Agreement: 29/10/2022	Date of Pledge Agreement: 27th February, 2023
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge
No. and % of shares encumbered (Please refer Note 2)	Number of shares: 1,635,004 % of total capital: 1.01%	6,061,000 3.73%	3,478,500 2.14%	882,500 0.54%	- 0.00%	120,000 0.07%	- 0.00%	1,200,000 0.74%	200,000 0.12%	2,300,000 1.42%	200,000 0.12%	647,000 0.40%
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X) JM FINANCIAL CREDIT SOLUTIONS LIMITED	ADITYA BIRLA FINANCE LIMITED	CATALYST TRUSTEESHIP LIMITED (on behalf of Tata Capital Housing Finance Limited)	CATALYST TRUSTEESHIP LIMITED (on behalf of Tata Capital Housing Finance Limited)	IDBI TRUSTEESHIP SERVICES LIMITED ON BEHALF OF TATA CAPITAL FINANCIAL SERVICES LIMITED	CATALYST TRUSTEESHIP LIMITED ON BEHALF OF CENTRUM CREDIT OPPORTUNITIES FUND	IFL Wealth Prime Limited	IFL Wealth Prime Limited	IFL Wealth Prime Limited	Tata Capital Financial Services Limited	Tata Capital Financial Services Limited	IFL Wealth Prime Limited
Whether the entity A is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	NBFC	NBFC	NBFC	Trustee on behalf of NBFC	Trustee on behalf of NBFC	Trustee on behalf of AIF Fund	NBFC	NBFC	NBFC	NBFC	NBFC	NBFC
Names of all other entities in the agreement	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2	Listed company and its group companies (if any) - 1 2
Security Provider---->	Other entities (if any) - 1) K C Holdings Private Limited	Other entities (if any) - 1) K C Holdings Private Limited	Other entities (if any) - 1) K C Holdings Private Limited 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C Holdings Private Limited 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED	Other entities (if any) - 1) K C HOLDINGS PRIVATE LIMITED 2) KALPATARU CONSTRUCTIONS PRIVATE LIMITED
Lender---->	2) JM FINANCIAL CREDIT SOLUTIONS LIMITED	2) ADITYA BIRLA FINANCE LIMITED	3) KALPATARU PROPERTIES PRIVATE LIMITED 4) CATALYST TRUSTEESHIP LIMITED (on behalf of TATA CAPITAL HOUSING FINANCE LIMITED)	3) KALPATARU PROPERTIES PRIVATE LIMITED 4) CATALYST TRUSTEESHIP LIMITED (on behalf of TATA CAPITAL HOUSING FINANCE LIMITED)	3) IDBI TRUSTEESHIP SERVICES LIMITED ON BEHALF OF TATA CAPITAL FINANCIAL SERVICES LIMITED	3) Catalyst Trusteeship Limited	IFL Wealth Prime Limited	IFL Wealth Prime Limited	IFL Wealth Prime Limited	Tata Capital Financial Services Limited	Tata Capital Financial Services Limited	IFL Wealth Prime Limited
Borrower---->	3) KALPATARU LAND PRIVATE LIMITED	3) Ananta Landmarks Private Limited	3) Kalpataru Land Private Limited	3) Kalpataru Land Private Limited	4) KALPATARU PROPERTIES PRIVATE LIMITED	4) Kalpataru Properties Private Limited	Shravati Ventures LLP	5) Amber Orchards Private Limited	5) Abacus Real Estate Private Limited	Abacus Real Estate Private Limited	Arbour Properties Private Limited	Kalpataru Urbanscape LLP
Whether the encumbrance relating to any debt instruments viz. debentures, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit rating	No	No	No	No	Unrated, Unlisted, Non-Convertible Debentures	Yes	No	No	No	No	No	No
Security Cover / Asset Cover	Value of shares on the date of event / encumbrance (A) 917,742,144	3,400,221,000.00	1,391,438,500.00	495,082,500.00	-	67,300,000.00	-	673,200,000.00	-	112,200,000.00	1,290,300,000.00	362,987,500.00
Amount involved (against which shares have been encumbered) (B)	276,700,000 (Total Facility Rs. 130 crores)	1,220,300,000 (Total Facility Rs. 144 crores)	550,000,000 (Total Facility Rs. 55 crores)	171,800,000 (Total Facility Rs. 20 crores)	- (Total Facility Rs. 70 crores) Please refer Note 5	700,000,000.00 (Total Facility Rs. 45 crores) Please refer Note 6	- (Total Facility Rs. 45 crores) Please refer Note 7	450,000,000.00 (Total Facility Rs. 30 crores) Please refer Note 8	300,000,000.00 (Total Facility Rs. 60 crores) Please refer Note 9	650,000,000.00 (Total Facility Rs. 65 crores) Please refer Note 10	500,000,000.00 (Total Facility Rs. 50 crores) Please refer Note 11	150,000,000.00 (Total Facility Rs. 40 crores) Please refer Note 12
End use of money	Ratio of A/B 3.32	2.79	3.55	2.88	0.00	0.10	0.00	2.24	0.00	0.17	2.58	2.42
Approved amount to be utilized for what purpose - (a) Personal use by promoters and PACs (b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (a) Any other reason (please specify)	General Corporate Purpose of Borrower	General Corporate Purpose of Borrower	Repayment of Group Debt and/or loans and advances to Group	Repayment of Group Debt and/or loans and advances to Group	General Corporate purpose including repayment of loans and advances to related / associate entities of the Borrower for their respective business purposes.	Repayment of Debt and Working Capital Purpose	General Corporate Purpose	General Corporate Purpose	General Corporate Purpose	General Corporate Purpose	General Corporate Purpose	General Corporate Purpose

Note 1 For all other pledge, value has been based on the current market price of the equity shares as on the date of event.

Note 2 Pursuant to the merger of JMC Projects Limited with the Target Company, the Percentage of the Total share capital has been computed accordingly, which is based on the outstanding no. of shares as on 16-Jan-2023.

Note 3 Shares which were earlier pledged / encumbered against the Loan facility which has been repaid in full, does not form part of this Annexure.

Note 4 Encumbrance 5 and 7 are not presented herein as these facilities are duly repaid in its entirety.

Note 5 The total facility is Rs. 70 crores issued to Catalyst Trusteeship Limited on behalf of Centrum Credit Opportunities Fund with respect to encumbrance 6 and against which 1,20,000 shares have been pledged by the Company and 95,62,000 Shares have been pledged by Kalpataru Constructions Private Limited.

Note 6 The total facility is Rs. 45 crores from IFL Wealth Prime Limited with respect to encumbrance 7 and against which 1,32,000 shares were earlier pledged by the Company have been released by IFL Wealth Prime Limited, however, 21,84,000 shares pledged by Kalpataru Constructions Private Ltd will continue to be pledged.

Note 7 The total facility is Rs. 30 crores from IFL Wealth Prime Limited with respect to encumbrance 8 and against which 1,20,000 shares have been pledged by the Company and also 2,54,000 shares have been pledged by Kalpataru Constructions Private Ltd.

Note 8 The total facility is Rs. 60 crores from IFL Wealth Prime Limited with respect to encumbrance 9 and against which 5,15,000 shares which were earlier pledged by the Company has been released by IFL Wealth Prime Limited on 03.03.2023 however, 24,62,132 shares pledged by Kalpataru Constructions Private Ltd will continue to be pledged.

Note 9 The total facility is Rs. 65 crores from Tata Capital Financial Services Limited with respect to encumbrance 10 and against which 2,00,000 shares have been pledged by the Company and also 26,94,457 shares have been pledged by Kalpataru Constructions Private Ltd.

Note 10 The total facility is Rs. 15 crores from IFL Wealth Prime Limited with respect to encumbrance 12 and against which 6,47,000 shares have been pledged by the Company.

For K C Holdings Private Limited

Amit Shah

Authorised Signatory

Place: Mumbai

Date: 08th March, 2023