

# *The Sandur Manganese & Iron Ores Limited*

Registered Office: 'Satyalaya', Door No. 266 (Old No.80), Ward No.1  
Behind Taluk Office, Sandur - 583 119, Ballari District  
CIN:L85110KA1954PLC000759; Website: www.sandurgroup.com  
Telephone: +91 8395 260301 Fax: +91 8395 260473

**CORPORATE OFFICE:**

No.1A & 2C, 'Redifice Signature'  
No.6, Hospital Road, Shivajinagar  
Bangalore - 560 001

✓ Karnataka, India  
Tel: 080 - 4152 0176 - 180  
Fax: 080 - 4152 0182



**MINES OFFICE:**

Deogiri - 583112  
Sandur Taluq  
Bellary District  
Karnataka, India

Tel:08395-271025/28/29/40  
Fax: 08395-271066

04 October 2019

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

Dear Sir / Madam,

**Ref: Securities and Exchange Board of India Circular SEBI/HO/CFD/DCR1/CIR/P/  
2019/90 dated 7 August 2019**

With reference to aforementioned SEBI Circular, please find enclosed herewith first disclosure submitted by promoter shareholder of the Company, Skand Private Limited providing details pertaining to encumbrance of shares held in the Company as on 30 September 2019 in the prescribed format.

We request you to kindly take the same on record.

Thanking you.

Yours faithfully  
for The Sandur Manganese & Iron Ores Limited

Divya Ajith  
Company Secretary

Encl: A/a



# skand private limited

GSTIN: 29AACCS5623E1ZF  
E-mail :skand@sandurgroup.com  
CIN No. U60210KA1974PTC002491

PAN No. : AACCS 5623 E  
TDS No. BLRS 07668 D  
Fax/Ph. :08395 – 260393

3 October 2019

The Secretary  
BSE Limited  
1<sup>st</sup> Floor, Phiroze Jeejeebhoy Towers  
Dalal Street, Mumbai- 400 001

Dear Sir/Madam,

**Sub: Disclosure of reasons for encumbrance**

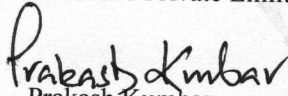
**Ref: Securities and Exchange Board of India Circular SEBI/HO/CFD/DCR1/CIR/P/2019/90 dated 07 August 2019**

With reference to aforementioned SEBI Circular, please find enclosed herewith first disclosure giving detailed reasons for encumbrance on shares held by Skand Private Limited in The Sandur Manganese & Iron Ores Limited as on 30 September 2019 in the prescribed format.

We request you to kindly take the same on record.

Thanking you.

Yours faithfully  
for Skand Private Limited

  
Prakash Kumbar  
Company Secretary

Encl: A/a.

Cc:  
Company Secretary  
The Sandur Manganese & Iron Ores Limited

**REGISTERED OFFICE: PALACE GROUNDS, SANDUR - 583 119, (BELLARY DIST.)**

### Disclosure of Reasons for Encumbrance

<b>Name of listed company</b>	The Sandur Manganese & Iron Ores Limited	
<b>Name of the recognised stock exchanges where the shares of the company are listed</b>	BSE Limited	
<b>Name of the promoter(s) / PACs whose shares have been encumbered</b>	Skand Private Limited	
<b>Total promoter shareholding in the listed company</b>	No of Shares:	46,32,040
	% of total Share Capital	52.94%
<b>Encumbered shares as a % of promoter shareholding</b>	75.56%	
<b>Whether encumbered share is 50% or more of the promoter shareholding</b>	Yes (75.56% of 46,32,040 shares)	
<b>Whether encumbered share is 20% or more of total share capital</b>	Yes (40% of total shareholding)	

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

		<b>Encumbrance 1</b> <b>(Date of creation of encumbrance: 26 March 2019)</b>
<b>Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)</b>		Pledge of equity shares
<b>No. and % of shares encumbered</b>		No. of shares: 35,00,000 equity shares
		% of total share capital 40%
<b>Specific details about the encumbrance</b>	<b>Name of the entity in whose favour shares encumbered (X)</b>	Axis Trustee Services Limited
	<b>Whether the entity X is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity</b>	No; Entity is a Security Trustee.  Axis Trustee Services Limited acting as a Security Trustee on behalf of the multiple lenders in pursuance of an arrangement established by executing a document called Security Trustee Agreement (STA)  Pursuant to the execution of STA, Borrower is required to create all securities in favour of Security Trustee, including pledge of shares as stipulated in Facility Agreement entered into by the Lenders and Borrower
	<b>Names of all other entities in the agreement</b>	Encumbrance created in pursuance of Pledge Agreement executed on 20 March 2019 by and amongst The Sandur Manganese & Iron Ores Limited (Listed Company) (Borrower) and Skand Private Limited (Holding Company) (Pledgor) and Star Metallics and Power Private Limited (Subsidiary Company) (Guarantor) and Axis Trustee Services Limited (Security Trustee) acting on behalf of Lenders namely, Axis Bank Limited ICICI Bank Limited and Indusind Bank Limited.
	<b>Whether the encumbrance is relating to any</b>	No

	debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit rating	
Security Cover / Asset Cover	Value of shares on the date of event / agreement (A)	Pledge Request Form executed on 26 March 2019 in pursuance of Share Pledge Agreement dated 20 March 2019 for creating pledge on 35,00,000 equity shares held by Skand Private Limited in The Sandur Manganese & Iron Ores Limited, having market value of ₹342,66,75,000/- as on 26 March 2019.
	Amount involved (against which shares have been encumbered) (B)	Rupee Term Loan of ₹400,00,00,000 and working capital facility aggregating to 70,00,00,000 availed by The Sandur Manganese & Iron Ores Limited
	Ratio of A / B	72.9079%
End use of money	Borrowed 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)	Total Amount raised – ₹470 Crore  Purpose  Implementation of Stage I of the Project entailing inter-alia, (1) setting up 0.4 Million Tonnes Per Annum (Mtpa) Coke Oven Plant (COP); (2) 30 MW Waste Heat Recovery Boiler (WHRB); (3) upgradation of Ferroalloy Plant; (4) essential infrastructure development at Mines and (5) Working Capital Requirement  Repayment Schedule: Repayment of Term Loan in 84 equal monthly instalments which shall commence after a moratorium of 24 months from the First Utilisation Date.

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