

## KEWAL KIRAN CLOTHING LIMITED

Registered & Corporate Office :- Kewal Kiran Estate, 460/7, I.B. Patel Road, Goregaon (E), Mumbai: 400 063 Tel No. +91 22 26814400 Fax No. +91 22 26814410

CIN No. L18101MH1992PLC065136 website: www.kewalkiran.com

**Date: August 10, 2023** 

The Department of Corporate Services BSE Limited

1<sup>st</sup> floor, P J Towers B.S. Marg, Fort, Mumbai – 400 001

Stock Code: 532732

Dear Sir,

The Listing Department
National Stock Exchange of India Limited
Exchange-Plaza, Bandra Kurla Complex
Bandra (E), Mumbai – 400 051
KKCL

## Sub: Disclosure under Regulation 30A of the SEBI (Listing Obligation and Disclosure Requirements) Regulations 2015.

Pursuant to Regulation 30A read with clause 5A of the Para A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligation & Disclosure Requirements) Regulations, 2015, the Company has received a disclosure from Smt. Shantaben Pukhraj Jain, Shri Kewalchand Pukhraj Jain, Shri Hemant Pukhraj Jain, Shri Dinesh Pukhraj Jain and Shri Vikas Pukhraj Jain which is attached as **Annexure** "A".

This disclosure is being made pursuant to Regulation 30A read with clause 5A of the Para A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligation & Disclosure Requirements) Regulations, 2015 read with SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023.

This is for your notice and record.

Yours faithfully, For Kewal Kiran Clothing Limited

ABHIJIT B. WARANGE VICE PRESIDENT LEGAL & COMPANY SECRETARY

Encl: a/a

## ANNEXURE A

Sl. No	Items for Disclosure	Description
1.	Name of the party entering into such an agreement and the relationship with the listed entity.	Smt. Shantaben Pukhraj Jain settled a trust known as the "PK Jain Family Holding Trust" ("Trust"), whereunder Smt. Shantaben Pukhraj Jain, Kewalchand Pukhraj Jain, Hemant Pukhraj Jain, Dinesh Pukhraj Jain, and Vikas Pukhraj Jain, were appointed as trustees ("Trustees"). Shares of the Company were settled into the said Trust and the Trust holds [3,07,65,000] shares of the Company as on date.  The aforesaid individuals are Promoters of the Company.
2.	Details of the counterparties to the agreement (including name and relationship with the listed entity).	As above
3.	Date of entering into the agreement	The Trust was settled under an indenture of trust dated December 31, 2005, which was partly amended by an amendment agreement dated November 5, 2013 ("Trust Deed").
4.	Purpose of entering into the agreement.	The Trust was settled with the objective that it would act as the vehicle to hold the shares/ownership interest of late Shri P.K. Jain and his family ("PK Jain Family") in various family businesses and assets, including the Company.
5.	Shareholding, if any, in the entity with whom the agreement is executed.	Not Applicable. The parties to the Trust Deed are all individuals.
6.	Significant terms of the agreement (in brief).	The Trust was set up with a view to preserving, protecting and perpetuating the harmonious relationship between the members of the PK Jain Family. The Trustees have been provided with authority to administer the affairs of the Trust to achieve the aforesaid objective.  The Trustees have the power, by majority decision, to take decisions in relation to the operation and management of the Company, and the members of the PK Jain Family are required to act (including exercise votes connected to their personal shareholding) in accordance with the decision of the Trustees.
7.	Extent and the nature of impact on management or control of the listed entity	As the the Trustees have the power, by majority decision, to take decisions in relation to the operation and management of the Company, and the members of the PK Jain Family are required to exercise votes connected to their personal shareholding in accordance with the decision of the Trustees, this means that the Trust and the members of the PK Jain Family impact the management and control of the Company to the extent of their collective shareholding (i.e., 74.26% as on date), as well as to the extent of their involvement in the management of the Company (i.e., Kewalchand Pukhraj Jain, Hemant Pukhraj Jain, Dinesh Pukhraj Jain, and Vikas Pukhraj Jain are Executive Directors of the Company. As on date Kewalchand Pukhraj

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		Jain is also the Managing Director and Chairman of the Company, Hemant Pukhraj Jain is also the Joint Managing Director of the Company and Mr. Dinesh Pukhraj Jain, and Vikas Pukhraj Jain are also the Whoetime Directors of the Company.
8.	Details and quantification of the restriction or liability imposed upon the listed entity	As mentioned above, as the the Trustees have the power, by majority decision, to take decisions in relation to the operation and management of the Company, and the members of the PK Jain Family are required to exercise votes connected to their personal shareholding in accordance with the decision of the Trustees, the Trust and the members of the PK Jain Family impact the management and control of the Company to the extent of their collective shareholding (i.e., 74.26% as on date), as well as to the extent of their involvement in the management of the Company (i.e., Kewalchand Pukhraj Jain, Hemant Pukhraj Jain, Dinesh Pukhraj Jain, and Vikas Pukhraj Jain are Executive Directors of the Company. As on date Kewalchand Pukhraj Jain is also the Managing Director and Chairman of the Company, Hemant Pukhraj Jain is also the Joint Managing Director of the Company and Mr. Dinesh Pukhraj Jain, and Vikas Pukhraj Jain are also the Whoetime Directors of the Company and accordingly have the potential to cause a restriction to be imposed or cause a liability to be created on the Company, by virtue of the aforesaid.
9.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The parties to the Trust Deed are Promoters of the Company.  Smt. Shantaben Pukhraj Jain is the widow of Shri Pukhraj Karamchand Jain, Kewalchand Pukhraj Jain, Hemant Pukhraj Jain, Dinesh Pukhraj Jain, and Vikas Pukhraj Jain, are the sons of Shri Pukhraj Karamchand Jain and Smt. Shantaben Pukhraj Jain, and the other parties are the spouses and children of Kewalchand Pukhraj Jain, Hemant Pukhraj Jain, Dinesh Pukhraj Jain, and Vikas Pukhraj Jain.
10.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length.	Not Applicable, as the Company is not a party to the Trust Deed.
11.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable.
12.	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.	Kewalchand Pukhraj Jain, Hemant Pukhraj Jain, Dinesh Pukhraj Jain, and Vikas Pukhraj Jain are Executive Directors of the Company. As on date Kewalchand Pukhraj Jain is also the Managing Director and Chairman of the Company, Hemant Pukhraj Jain is also the Joint Managing Director of the Company and Mr. Dinesh Pukhraj Jain, and Vikas Pukhraj Jain are also the Whoetime Directors of the Company.
13.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): name of parties to the	Not Applicable.

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agreement. nature of the agreement. date of execution of the agreement. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).

SIGNATURES:

SIGNATURES:

All Alexanders

Date: 31<sup>St</sup> July, 2023

Place: Mumbai