

FORMAT FOR DISCLOSURES UNDER REGULATION 29(2) OF SEBI (SUBSTANTIAL ACQUISITION OF SHARES AND TAKEOVERS) REGULATIONS, 2011

| | | | |
|--|--|--|--|
| 1. Name of the Target Company (TC) | MAN INDUSTRIES (INDIA) LIMITED | | |
| 2. Name(s) of the acquirer/seller and Persons Acting in Concert (PAC) with the acquirer | M/s. JPA Solutions Private Limited Mr. Jagdish Mansukhani M/s Man Tubinox Limited (Formerly Known as Man Steel and Power Limited) Mrs. Anita Jagdish Mansukhani Jagdish Mansukhani (HUF) Ms. Priyal Jagdish Mansukhani | | |
| 3. Whether the acquirer belongs to Promoter/Promoter group | Yes | | |
| 4. Name(s) of the Stock Exchange(s) where the shares of TC are Listed | BSE & NSE | | |
| 5. Details of the acquisition / disposal/holding of shares/voting rights/holding of the Acquirer and PAC | Number | % w.r.t. total share/voting capital wherever applicable | % w.r.t. total diluted share/voting capital of the TC (*) |
| <u>Before the acquisition/disposal under consideration, holding of :</u> | 18,00,492 | 3.15% | 3.15% |
| a) Shares carrying voting rights | | | |
| b) Voting rights (VR) otherwise than by equity shares | | | |
| c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) | | | |
| Total (a+b+c) | 18,00,492 | 3.15% | 3.15% |
| Details of acquisition/sale | 12,200 | 0.02 | 0.02 |
| a) Shares carrying voting rights acquired/sold | | | |

| | | | |
|---|---|-------------|-------------|
| b) VRs acquired /sold otherwise than by shares | | | |
| c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold | | | |
| Total (a+b+c) | 12,200 | 0.02 | 0.02 |
| <u>After the acquisition/sale, holding of:</u> | 1788292 | 3.13 | 3.13 |
| a) Shares carrying voting rights | | | |
| b) VRs otherwise than by shares | | | |
| c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition. | | | |
| Total (a+b+c) | 1788292 | 3.13 | 3.13 |
| 6. Mode of acquisition/sale (e.g. open market / off-market / public issue / rights issue /preferential allotment / inter-se transfer etc.) | Sale | | |
| 7. Date of acquisition / sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable | 23.11.2015 | | |
| 8. Equity share capital / total voting capital of the TC before the said acquisition/sale | Rs. 90,02,460 (18,00,492 equity shares of Rs.5/- each) | | |
| 9. Equity share capital/ total voting capital of the TC after the said acquisition/sale | Rs. 89,41,460 (1788292 equity shares of Rs.5/- each) | | |
| 10. Total diluted share/voting capital of the TC after the said acquisition/sale | Rs. 89,41,460 (1788292 equity shares of Rs.5/- each) | | |

Note: (*) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

(**) The shares shall be reversed upon repayment of Loan amount.

For JPA Solutions Private Limited



Authorised Signatory

Place: Mumbai

Date: 26.11.2015

List of Persons acting in concert and shares held by them:

| Sr. No. | Name of the Acquirer / PAC | Shares held before acquisition / disposal/pledge | | Shares held after acquisition / disposal/pledge | |
|---------|------------------------------------|--|-------|---|-------|
| | | Numbers | % | Number | % |
| 1 | M/s. JPA Solutions Private Limited | 1800492 | 3.15 | 1788292 | 3.13 |
| 2 | Mr. J C Mansukhani | 9558288 | 16.74 | 9401288 | 16.46 |
| 3 | Mrs. Anita Jagdish Mansukhani | 1580 | 0.00 | 1580 | 0.00 |
| 4 | Jagdish Mansukhani (HUF) | 57,500 | 0.10 | 57,500 | 0.10 |
| 5 | Ms. Priyal Jagdish Mansukhani | 227435 | 0.40 | 2,27,435 | 0.40 |
| 6 | M/s. Man Tubinox Limited | 834391 | 1.46 | 834391 | 1.46 |

* Difference is due to transfer of shares to the lender as a pledge against the money borrowed. The same shall be reversed on repayment of the borrowed amount.