

BSE Limited Phiroze Jeejeebhoy Towers Dalal Street, Mumbai- 400001	National Stock Exchange of India Limited – Corporate Office Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
Company Name	GMR POWER AND URBAN INFRA LIMITED Naman Centre, 701, 7th Floor, Opp. Dena Bank, Plot No. C31 G Block, Bandra Kurla Complex Bandra East Mumbai Mumbai City MH 400051
Pledgor Name 1	GMR ESTATE MANAGEMENT PRIVATE LIMITED 25/1 Ground floor, Skip house, Museum road, Bengaluru, Karnataka - 560025

Dear Sir/Madam,

Sub: Disclosure pursuant to Regulation 29 (1) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 in relation to pledge of equity shares of GMR Power and Urban Infra Limited.

1. We refer to the disclosure dated January 24, 2025 (bearing reference number CTL/24-25/13151 made by Catalyst Trusteeship Limited (“**Existing Debenture Trustee**”) in connection with the creation of pledge over 12,00,00,000 (twelve crore) equity shares of GMR Power and Urban Infra Limited (“**Target**”) in favour of the Existing Debenture Trustee, constituting 15.36 % (fifteen decimal three six) of issued and paid-up equity share capital of the Target (“**Pledged Shares**”), by GMR Estate Management Private Limited (“**Pledgor**”) pursuant to the terms and conditions of a share pledge agreement dated 22.01.2025 (“**Existing Share Pledge Agreement**”) executed by and amongst the Pledgor, GMR Sports Venture Private Limited (“**Issuer**”) and the Existing Debenture Trustee.
2. The aforementioned pledge over the Pledged Shares had been created for securing all amounts outstanding under identified secured, unrated, unlisted, redeemable non-convertible debentures aggregating up to an amount of INR 1000,00,00,000/- (Indian Rupees One Thousand Crore only) (“**Existing Debentures**”) issued by the Issuer pursuant to the terms of a debenture trust deed dated January 10, 2025 (“**Existing Debenture Trust Deed**”) executed by and amongst *inter-alia* the Issuer and the Existing Debenture Trustee.
3. Thereafter, the Issuer has pursuant to the terms of a debenture trust deed dated February 26, 2026 (“**New Debenture Trust Deed**”) executed by and amongst *inter-alia* the Issuer and Catalyst Trusteeship Limited (“**New Debenture Trustee**”), availed of financial indebtedness by way of issuance of secured, unrated, unlisted, redeemable non-convertible debentures aggregating up to INR 350,00,00,000 (Indian Rupees Three Hundred Fifty Crore only) (“**New Debentures**”). Additionally, the Pledgor has by way of a share pledge agreement dated February 26, 2026 (“**New Share Pledge Agreement**”), created an encumbrance over the said Pledged Shares through pledge by way of constructive delivery in favour of the Existing Debenture Trustee (acting as an agent on behalf of and for the benefit of the New Debenture Trustee) over the Pledged Shares to secure all amounts outstanding under the New Debentures.
4. Pursuant to the disclosure required to be made under Regulation 29 (1) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, this disclosure is being made by the Existing Debenture Trustee in respect of encumbrance by way of pledge over the Pledged Shares created by the Pledgor in favour of the Existing Debenture Trustee (acting on behalf of the New Debenture Trustee (acting for the benefit of the holders of New Debentures (including their assigns, transferees, successors and novates from time to time)).

It may be noted that there are no new/additional equity shares (12 Crores) of the Target Company that have been pledged (in the depository system) by the Pledgor in connection with the New Debentures. However, there is an additional facility (i.e., the New Debentures) that has been availed against the same Pledged Shares which effectively resulted in modification of Security Cover / Asset Cover earlier intimated to Stock Exchanges vide disclosure dated January 24, 2025.

For Catalyst Trusteeship Ltd

Authorised Signatory

Name: Deesha Srikanth

Designation: Senior Vice President

Place: Mumbai

PART A
Annexure

Format for disclosures under Regulation 29(1) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Part- A – Details of Acquisition

1. Name of the Target Company (TC)	GMR Power and Urban Infra Limited		
2. Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Pledge of Equity shares of GMR Power and Urban Infra Limited with Catalyst Trusteeship Ltd acting as Debenture Trustee on behalf of Debenture Holders of GMR Sports Venture Private Limited.		
3. Whether the acquirer belongs to Promoter/Promoter group	No		
4. Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BSE Limited, National Stock Exchange Limited		
5. Details of the acquisition as follows	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 under consideration, holding of acquirer along with PACs of:</u>			
a) Shares carrying voting rights	-	-	-
b) Shares in nature of encumbrance (pledge/lien/non-disposal undertaking/others)	-	-	-
c) Voting rights (VR) otherwise than by shares	-	-	-
d) Warrants/convertible securities/ any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)	-	-	-
e) Total (a+b+c+d)	-	-	-
<u>Details of acquisition:</u>			
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	-	-	-
d) Shares in nature of encumbrance (pledge/lien/non-disposal undertaking/others)	12,00,00,000 ^{##}	15.36 ^{##}	14.74 ^{##}
e) Total (a+b+c+d)	12,00,00,000 ^{##}	15.36 ^{##}	14.74 ^{##}

After the acquisition, holding of acquirer along with PACs of :			
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.	-	-	-
d) Shares in nature of encumbrance (pledge/ lien/non-disposal undertaking/ others)	12,00,00,000 ^{##}	15.36 ^{##}	14.74 ^{##}
e) Total (a+b+c+d)	12,00,00,000 ^{##}	15.36 ^{##}	14.74 ^{##}
6. Mode of acquisition (e.g. open market / public issue / rights issue / preferential allotment / inter-se transfer/ encumbrance, etc.)	Creation of encumbrance through a pledge by way of constructive delivery. <u>Please see Note## below.</u>		
7.Salient features of the securities acquired including time till redemption, ratio at which it can be converted into equity shares, etc.	-		
8. Date of acquisition of/ date of receipt of intimation of allotment of shares/ VR/ warrants/ convertible securities/ any other instrument that entitles the acquirer to receive shares in the TC	26-02-2026		
9.Equity share capital /total voting capital of the TC before the said acquisition/ sale	INR 390,50,87,645 divided into 78,10,17,529 equity shares having a face value of INR 5 each		
10. Equity share capital/ total voting capital of the TC after the said acquisition/ sale	INR 390,50,87,645 divided into 78,10,17,529 equity shares having a face value of INR 5 each		
11. Total diluted share/voting capital of the TC after the said acquisition/sale.	INR 407,05,40,985 divided into 81,41,08,197 equity shares having a face value of INR 5 each		

Note ##:

- We refer to the disclosure dated January 24, 2025 (bearing reference number CTL/24-25/13151 made by Catalyst Trusteeship Limited ("**Existing Debenture Trustee**") in connection with the creation of pledge over 12,00,00,000 (twelve crore) equity shares of GMR Power and Urban Infra Limited ("**Target**") constituting 15.36 % (fifteen decimal three six) of issued and paid-up equity share capital of the Target ("**Pledged Shares**"), by GMR Estate Management Private Limited ("**Pledgor**") pursuant to the terms and conditions of a share pledge agreement dated 22.01.2025 ("**Existing Share Pledge Agreement**") executed by and amongst the Pledgor, GMR Sports Venture Private Limited ("**Issuer**") and the Existing Debenture Trustee.
- The aforementioned pledge over the Pledged Shares had been created for securing all amounts outstanding under identified secured, unrated, unlisted, redeemable non-convertible debentures aggregating up to an amount of INR 1000,00,00,000/- (Indian Rupees One Thousand Crore only) ("**Existing Debentures**") issued by the Issuer pursuant to the terms of a debenture trust deed dated

January 10, 2025 ("**Existing Debenture Trust Deed**") executed by and amongst *inter-alia* the Issuer and the Existing Debenture Trustee.

3. Thereafter, the Issuer has pursuant to the terms of a debenture trust deed dated February 26, 2026 ("**New Debenture Trust Deed**") executed by and amongst *inter-alia* the Issuer and Catalyst Trusteeship Limited ("**New Debenture Trustee**"), availed of financial indebtedness by way of issuance of secured, unrated, unlisted, redeemable non-convertible debentures aggregating up to INR 350,00,00,000 (Indian Rupees Three Hundred Fifty Crore only) ("**New Debentures**"). Additionally, the Pledgor has by way of a share pledge agreement dated February 26, 2026 ("**New Share Pledge Agreement**"), created a pledge by way of constructive delivery in favour of the Existing Debenture Trustee (acting as an agent on behalf of and for the benefit of the New Debenture Trustee) over the Pledged Shares to secure all amounts outstanding under the New Debentures.
4. In view of the above, it may be noted that no additional pledge has been created/created in the depository system by the Pledgor in connection with the New Debentures and the Pledgor has created an encumbrance over the Pledged Shares through a contractual arrangement wherein a pledge by way of constructive delivery has been created in favour of the Existing Debenture Trustee (acting on behalf of and for the benefit of the New Debenture Trustee (acting on behalf of the holders of New Debentures) pursuant to the terms of New Share Pledge Agreement.
5. Therefore, in terms of Regulation 29 (1) read with Regulation 29 (4) of the Takeover Code, creation of pledge by way of constructive delivery over the Pledged Shares constitutes an encumbrance over the Pledged Shares of the Target Company and shall be treated as an acquisition for the purposes of Takeover Code. Accordingly, this disclosure is being made in respect of the aforesaid encumbrance created in favour of the Existing Debenture Trustee for the benefit of the New Debenture Trustee (acting on behalf of the holders of New Debentures including their assigns, transferees, successors and novatees from time to time).

Signature of the acquirer:
For **Catalyst Trusteeship Ltd**

Authorised Signatory
Name: Deesha Srikanth
Designation: Senior Vice President
Place: Mumbai

Date: March 02, 2026

PART-B

Name of the Target Company: GMR Power & Urban Infra Limited

Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Whether the acquirer belongs to Promoter/ Promoter group	PAN of the acquirer and/ or PACs
Catalyst Trusteeship Limited	No	

Signature of the acquirer:

For **Catalyst Trusteeship Ltd**

Authorised Signatory

Name: Deesha Srikanth

Designation: Senior Vice President

Place: Mumbai

Date: March 02, 2026

Note:

(*) Total share capital/ voting capital to be taken as per the latest filing done by the company to the Stock Exchange under Clause 35 of the listing Agreement.

(**) 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.

(***) Part-B shall be disclosed to the Stock Exchanges but shall not be disseminated.