

GIULIA BOSCO

**7/9, PARK RESIDENCE,
ATT COLONY,
COIMBATORE – 641018
TAMIL NADU**

21st October 2019

To

Lambodhara Textiles Limited
3A, B-Block, Pioneer Apartments,
1075-B, Avinashi Road,
Coimbatore-641018

Dear Sir,

Sub: Disclosures under Regulation 31(1) and 31(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

With reference to the above I am forwarding herewith the disclosure under Regulation 31(1), 31(2) and Disclosures of reasons for encumbrance by promoter of listed companies under Reg. 31(1) read with Regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 for your records.

Kindly acknowledge receipt of the same.

Thanking you

Yours Faithfully


Giulia Bosco

Annexure - II
Disclosure of reasons for encumbrance

Name of listed Company	Lambodhara Textiles Limited
Name of the recognised stock exchanges where the shares of the Company are listed	National Stock Exchange of India Limited BSE Limited - Indonext
Name of the promoter(s) / PACs whose shares have been encumbered	R Santosh Strike Right Integrated Service Limited Giulia Bosco
Total promoter shareholding in the listed Company	No of Shares – 67,38,884
Encumbered shares as a % of promoter shareholding	70.36% of total share capital 44.26 %
Whether encumbered share is 50% or more of promoter shareholding	No
Whether encumbered share is 20% or more of total share capital	Yes

Details of all the existing events/ agreements pertaining to encumbrance

	Encumbrance 1 (Date of creation of encumbrance: 24.03.2012)	Encumbrance 2 (Date of creation of encumbrance: 10.04.2015)	Encumbrance 3 (Date of creation of encumbrance: 12.03.2018)	Encumbrance 4 (Date of creation of encumbrance: 03.04.2018)	Encumbrance 5 (Date of creation of encumbrance: 15.10.2019)	Encumbrance 6 (Date of creation of encumbrance: 18.10.2019)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of	Pledge	Pledge	Pledge	Pledge	Pledge	Pledge

9/12

encumbrance)		No. and % of shares encumbered	10,50,000 shares 10.96% *	2,00,000 shares 2.09%**	2,76,506 shares 2.89%	3,32,000 shares 3.47%	6,74,000 shares 7.04%	4,50,000 shares 4.70%
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Bank of India, Coimbatore Branch	Bank of India, Coimbatore Branch	Bank of India, Main Branch, Chennai	Bank of India, Main Branch, Chennai	Bank of India, Main Branch, Chennai	Karur Vysya Bank Limited	Karur Vysya Bank Limited
	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.	Scheduled Commercial Bank	Scheduled Commercial Bank	Scheduled Commercial Bank	Scheduled Commercial Bank	Scheduled Commercial Bank	Scheduled Commercial Bank	Scheduled Commercial Bank
Names of all other entities in the agreement	Listed Company: 1.Lambodhara Textiles Limited Other entities: Bank of India	Other entities: 1.Strike Right Integrated Services Limited. 2. Bank of India	Other entities: 1.Strike Right Integrated Services Limited. 2. Bank of India	Other entities: 1.Strike Right Integrated Services Limited. 2. Bank of India	Other entities: 1.Strike Right Integrated Services Limited. 2. Bank of India	Other entities: 1.Strike Right Integrated Services Limited. 2. Bank of India	Listed Company: 1.Lambodhara Textiles Limited Other entities: 1.Karur Vysya Bank Limited	Listed Company: 1.Lambodhara Textiles Limited Other entities: 1.Karur Vysya Bank Limited

9/9/2

	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit rating	No	No	No	No	2. Bank of India	2. Bank of India
Security Cover / Asset Cover							
	Value of shares on the date of event / agreement (A)	Rs.55,230,000/-	Rs.30,620,000/-	Rs.19,839,306/-	Rs.24,435,200/-	Rs.1,98,83,000/-	Rs.1,33,42,500/-
	Amount involved (against which shares have been encumbered) (B)	Rs.10,43,00,000/-	Rs.5,00,00,000/-	Rs.4,00,00,000/-	Rs.26,93,00,000/-		

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End use of money	Ratio of A / B	0.53 : 1	0.61 : 1	0.50 : 1	0.61 : 1	0.07 : 1	0.05 : 1
Borrowed amount to be utilized for what purpose – (a) Personal use by promoters and PACs (b) For the benefit of listed company	For the benefit of listed company	For the benefit of the promoter – M/s.Strike Right Integrated Services Limited	For the benefit of the promoter – M/s.Strike Right Integrated Services Limited	For the benefit of the promoter – M/s.Strike Right Integrated Services Limited	For the benefit of the promoter – M/s.Strike Right Integrated Services Limited	For the benefit of the promoter – M/s.Strike Right Integrated Services Limited	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	Amount: Rs. 10,43,00,000/- Purpose of raising money by listed Company: Working Capital	Amount: Rs. 5,00,00,000/- Purpose of raising money by listed Company: NA – Money raised for the benefit of the promoter – M/s.Strike Right Integrated Services Limited	Amount: Rs. 4,00,00,000/- Purpose of raising money by listed Company: NA – Money raised for the benefit of the promoter – M/s.Strike Right Integrated Services Limited	Amount: Rs. 26,93,00,000/- Purpose of raising money by listed Company: To meet working capital requirements and for purchase of Machineries	Schedule for utilization of amount: Not Applicable, as the existing loan has been taken over by KVB from SBI.		

9702

	(please specify)	credit limits are to be utilised within a period of 6 months from the date of sanction (i.e. before 10.09.2012)	credit limits are to be utilized within a period of 6 months from the date of sanction (i.e. before 19-12-2014)	sanction i.e., before 12.03.2018	
	Repayment Schedule: Term Loan of Rs.6,93,00,000/- repayable in 108 monthly instalments commencing 12 months after first disbursement. Cash Credit of Rs.3,50,00,000/- renewable every year.	Repayment Schedule: On maturity of each individual LC, i.e., Letter of Credit facility of Rs.5,00,00,000/- renewable every year.	Repayment Schedule: Overdraft facility of Rs.4,00,00,000/- renewable every year.	Repayment Schedule: OCC/ILC/FLC/CEL- Repayable on demand valid upto 31.08.2020 TL I - 17 monthly instalments (or) residual tenor with SBI, which is earlier TL II - 16 monthly instalments (or) residual tenor with SBI, which is earlier TL III - 12 monthly instalments (or) residual tenor with SBI, which is earlier TL IV/ FCTL - The Buyer's Credit (€ 1,78,000) falls due during Sep'2019; the same would be converted to FCTL (€)7TL (INR) of € 1,22,800 or Rs.0.98 Crores (or equivalent CCY at the time of conversion). The rest of the loan component will be paid in 52 equal principal payments (from Sep'19) of € 2,361.54 (or) Rs.1.89 lakhs (approx..) each along with interest payable as and when debited. TL V - 70 monthly instalments (or) residual tenor with SBI, which is earlier.	

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**The pledge was created on 5,25,000 equity shares of Mr. R.Santosh with the Bank of India on 24.03.2012. Subsequently, the face value of the equity shares of the Company was sub-divided from Rs.10/- to Rs.5/- on 15.10.2015, as a result the pledged shares was increased from 5,25,000 shares to 10,50,000 shares.*

*** The pledge was created on 1,00,000 equity shares of M/s.Strike Right Integrated Services Limited with the Bank of India on 10.04.2015. Subsequently, the face value of the equity shares of the Company was sub-divided from Rs.10/- to Rs.5/- on 15.10.2015, as a result the pledged shares has been increased from 1,00,000 shares to 2,00,000 shares.*



Giulia Bosco

Promoter & Whole-time Director

Place: Coimbatore

Date: 21.10.2019