

# KASHYAP TELE-MEDICINES LIMITED

CIN: L29110MH1995PLC085738

**Regd. Off.:** 2<sup>nd</sup> Floor, Pushpawati Building No. 2, Girgaon Road, Chandanwadi, Mumbai –400002

**Corp. Off. :** UL/8, Upper Floor, Suryarath Complex, Panchwati 1<sup>st</sup> Lane Ambawadi, Ahmedabad,  
Gujarat-380006

**Phone:** +91-6359637788, **Email:** [investor.relations@kashyaptele-medicines.com](mailto:investor.relations@kashyaptele-medicines.com),

**Website:** [www.kashyaptele-medicines.com](http://www.kashyaptele-medicines.com)

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**5<sup>th</sup> March, 2025**

**To,**

**BSE Limited**

Listing Department,  
Phiroz Jeejeebhoy Tower,  
25<sup>th</sup> Floor, Dalal Street,  
Mumbai-400 001

**Scrip Code – 531960**

**Subject: Intimation under Regulation 30 and 30A read with Schedule III and other applicable provisions of the SEBI (LODR) Regulations, 2015**

Dear Sir/Madam,

Pursuant to Regulation 30 and 30A read with Schedule III of the SEBI LODR Regulations, we wish to inform you that a meeting of the Board of Directors of the Company was held today, 5<sup>th</sup> March, 2025 at 06:45 P.M. and concluded at 08:45 P.M. The Board has noted and taken on record the execution of share purchase agreement (“SPA”) on 5<sup>th</sup> March, 2025 between the promoters and promoter group of the Company i.e. Mr. Jitendra Tarachand Agrawal, Mr. Amit Yamunadutt Agarwal, Mr. Radheshyam Tarachand Agrawal, Mr. Yamunadutt Amilal Agrawal and Jindal Worldwide Limited (hereinafter called as ‘Selling Promoter Shareholders’), and June Enterprises Private Limited (“Acquirer”) to sell 1,68,72,900 equity shares of the Company i.e. 35.36% of the paid-up equity share capital of the Company to the Acquirer in accordance with the terms & conditions stated therein.

The disclosure of the events specified under Para A Part A of Schedule III of the SEBI LODR Regulations is attached as Annexure-A as specified under SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13<sup>th</sup> July, 2023.

Kindly take the above disclosures on your record as compliance with Regulations 30 and 30A of the SEBI LODR Regulations.

You are requested to take note of the same.

Thanking you.

Yours faithfully,

**For KASHYAP TELE-MEDICINES LIMITED**

**JYOTI SAHU**

**COMPANY SECRETARY & COMPLIANCE OFFICER**

**Encl.: As above**

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## Annexure-A

### Share Purchase Agreement pursuant to clause 5A of para A of part A of Schedule III of the SEBI (LODR) Regulations

S. NO.	PARTICULARS	DESCRIPTION
a)	If the listed entity is a party to the agreement, i. Details of the counterparties (including name and relationship with the listed entity)	No
b)	If the listed entity is not a party to the agreement, i. Name of the party entering into such an agreement and the relationship with the listed entity. ii. Details of the counterparties to the agreement (including name and relationship with the listed entity). iii. Date of entering into the agreement	<b>Yes</b>  i. <b>Name of the Party-</b> -Mr. Jitendra Tarachand Agrawal - Mr. Amit Yamunadutt Agarwal - Mr. Radheshyam Tarachand Agrawal - Mr. Yamunadutt Amilal Agrawal, and -Jindal Worldwide Limited (hereinafter called as 'Selling Promoter Shareholders') <b>Relationship-</b> Belongs to the Promoter/Promoter Group of the Company.  ii. <b>Name of the CounterParty-</b> June Enterprises Private Limited ("Acquirer") having CIN U18100MH2009PTC192945 and having its Registered Office at Unit No.22 & 23, Hasti Industrial Premises Co-Op Soc Ltd, Plot No R-798, Mahape, MIDC, Navi Mumbai, Thane 400710, Maharashtra. <b>Relationship-</b> Not Related with the Company  iii. <b>Date of entering into the agreement-</b> 5 <sup>th</sup> March, 2025
c)	Purpose of entering into the agreement	The Selling Promoter Shareholders along with the Acquirer entered into a Share Purchase Agreement dated 5 <sup>th</sup> March, 2025 ("SPA") for the purpose to record the terms and conditions on which the Selling Promoter Shareholders has agreed to sell and the Acquirer has agreed to acquire aggregating 1,68,72,900 equity shares of the Company i.e. 35.36% of the paid-up equity share capital of the Company.
d)	Shareholding, if any, in the entity with whom the agreement is executed	NIL
e)	Significant terms of the agreement (in brief)	<ul style="list-style-type: none"><li>• sale of aggregate 1,68,72,900 equity shares of the Company by the Selling Promoter Shareholders has been agreed upon to be acquired by the Acquirer;</li><li>• at a negotiated price of Rs. 1.50/- per share aggregating to a consideration of Rs. 2,53,09,350/-;</li><li>• and that the Acquirer will be required to make an open</li></ul>

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		offer in accordance with SEBI (SAST) Regulations; <ul style="list-style-type: none"><li>• and on such other terms &amp; conditions as specified in SPA.</li></ul>
<b>f)</b>	Extent and nature of impact on management or control of the listed entity	Subsequent to the execution of the transaction between the parties of the agreement, the control of the Company shall be in possession of the acquirer and that management of the Company will be re-constituted as per the requirements of the acquirer.
<b>g)</b>	Details and quantification of the restriction or liability imposed upon the listed company.	None
<b>h)</b>	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	Save and except the Selling Promoter Shareholders, none of the parties to the SPA form part of the promoter/ promoter group/ group companies of the Company.
<b>i)</b>	Whether the transaction would fall within related party transaction? If yes, whether the same is done at "arms length".	No, the transaction is not a related party transaction.
<b>j)</b>	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
<b>k)</b>	Any other disclosure 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 agreement, etc.	No
<b>l)</b>	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): <ol style="list-style-type: none"><li>Name of parties to the agreement;</li><li>Nature of agreement;</li><li>Date of execution of the agreement;</li><li>Details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</li><li>Reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</li></ol>	Not applicable