

# Kaya Limited

August 14, 2023

To,  
BSE Limited  
Market Operations Department,  
1st Floor, Phiroze Jeejeebhoy Towers,  
Dalal Street,  
Mumbai – 400001  
BSE Scrip Code: 539276

National Stock Exchange of India Limited  
'Exchange Plaza', 5<sup>th</sup> Floor,  
Plot No. C/1, G Block,  
Bandra Kurla Complex,  
Bandra(E), Mumbai 400051  
NSE Symbol: KAYA

**Sub.: Disclosure under Regulation 30(2) and 30A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)**

Dear Sir/ Madam,

Pursuant to Regulation 30(2) and Regulation 30A read with Clause 5A of Para A of Part A of Schedule III of the SEBI Listing Regulations and SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 please find enclosed the disclosure on subsisting agreement received from the Promoter of the Company.

Request you to kindly take the same on record.

For Kaya Limited,

NITIKA  
SUNNY  
NIRMAL

Digitally signed by NITIKA SUNNY NIRMAL  
DN: c=IN, o=PERSONAL, email=SUNNY.NIRMAL@kaya.com, serial=1, cn=NITIKA SUNNY NIRMAL  
Date: 2023.08.14 16:33:52 +05'30'

**Nitika Dalmia**  
**Company Secretary &**  
**Compliance Officer**

July 27, 2023.

To,

Kaya Limited,  
23/C, Mahal Industrial Estate, Mahakali Caves Road,  
Near Paper box Lane, Andheri (East) Mumbai – 400093.

**Subject: Intimation under Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sirs,

I write pursuant to the newly introduced Regulation 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**SEBI Listing Regulations**), which requires shareholders of a listed entity who are parties to shareholder agreements which impact the management or control of the listed entity or impose any restriction or create any liability upon the listed entity, to disclose the same to the listed entity.

In this connection, please note that I, along with the Parties (as mentioned in Item 2 below), had entered into a shareholders agreement (**SHA**) in relation to Kaya Limited (**Kaya**) on 20 August 2022. The relevant details, as mandated by the SEBI Listing Regulations in respect of the same, are given below.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Disclosure</b>
1.	If the listed entity is a party to the agreement:  (a) details of the counterparties (including name and relationship with the listed entity)	N.A.
2.	If listed entity is not a party to the agreement,  (a) name of the party entering into such an agreement and the relationship with the listed entity;	Harsh C. Mariwala – Chairman and Managing Director of Kaya.
	(b) details of the counterparties to the agreement (including name and relationship with the listed entity);	i. Archana Harsh Mariwala; ii. Rishabh Harsh Mariwala; iii. Rajvi Harsh Mariwala; iv. Saskia Priyanjali Mariwala; v. Shaurya Rishabh Mariwala; vi. Sharrp Ventures Capital Private Limited (earlier known as The Bombay Oil Private Limited); vii. Kishore Vallabhdas Mariwala; viii. Hema Kishore Mariwala; ix. Rajendra Kishore Mariwala;

		<p>x. Anjali Rajendra Mariwala;</p> <p>xi. Ravindra Kishore Mariwala;</p> <p>xii. Paula Ravindra Mariwala;</p> <p>xiii. Anandita Arjun Kothari;</p> <p>xiv. Taarika Rajendra Mariwala;</p> <p>xv. Vibhav Ravindra Mariwala;</p> <p>xvi. Arnav Ravindra Mariwala;</p> <p>xvii. KVM Anandita Trust, through then trustees Kishore V Mariwala, Rajendra K Mariwala and Amit P Hariani;</p> <p>xviii. KVM Vibhav Trust, through then trustees Kishore V Mariwala, Rajendra K Mariwala and Amit P Hariani;</p> <p>xix. KVM Taarika Trust, through then trustees Kishore V Mariwala, Rajendra K Mariwala and Amit P Hariani;</p> <p>xx. KVM Arnav Trust, through then trustees Kishore V Mariwala, Rajendra K Mariwala and Amit P Hariani;</p> <p>xxi. Aquarius Family Trust, through trustees Harsh C. Mariwala and Kishore V. Mariwala;</p> <p>xxii. Taurus Family Trust, through trustees Harsh C. Mariwala and Kishore V. Mariwala;</p> <p>xxiii. Gemini Family Trust, through trustees Harsh C. Mariwala and Kishore V. Mariwala; and</p> <p>xxiv. Valentine Family Trust, through trustees Harsh C. Mariwala and Kishore V. Mariwala.</p> <p>(For the purposes of this disclosure, the parties mentioned in Items 2(a) and 2(b) together mean '<b>Parties</b>'.)</p> <p>The Parties are promoters / promoter group or their relatives.</p>
	(c) date of entering into the agreement.	20 August 2022

3.	Purpose of entering into the agreement	To record the understanding of the parties to the SHA in relation to their shareholding in Kaya to provide full support to the Mariwala family in the management of Kaya.
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Parties collectively hold 59.51% in Kaya.
5.	Significant terms of the agreement (in brief)	<p>The SHA has been entered into by and between the Parties to record certain rights and obligations inter-se amongst themselves with respect to their shareholding in Kaya. The significant terms of the SHA are as follows:</p> <ul style="list-style-type: none"> <li>i. The Parties to ensure that their aggregate holding in Kaya does not fall below 20% of the paid-up capital until 31 December 2041;</li> <li>ii. The SHA <i>inter alia</i> provides for certain rights in the nature of right of first offer (ROFO), Tag Along Rights, and the like as are customary in similar arrangements;</li> <li>iii. The Mariwala family to be entitled to nominate up to 3 directors on the board of Kaya;</li> <li>iv. Harsh C. Mariwala shall continue to be the chairman of Kaya during the subsistence of this SHA;</li> <li>v. The Parties are restricted from transferring their shares to a competitor.</li> </ul>
6.	Extent and the nature of impact on management or control of the listed entity	<ul style="list-style-type: none"> <li>i. The right of the Mariwala family to nominate directors on the board of Kaya;</li> <li>ii. the obligation on the Parties to not dilute their aggregate shareholding in Kaya below 20% of Kaya's paid-up capital.</li> </ul>
7.	Details and quantification of the restriction or liability imposed upon the listed entity	N.A.
8.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes

9.	Whether the transaction would fall within related party transactions?	No
10.	If yes, whether the same is done at "arm's length"?	N.A.
11.	In case of issuance of shares to the parties, details of issue price, class of shares issued	N.A.
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.	Harsh Mariwala, Rajendra Mariwala and Rishabh Mariwala are the 3 directors nominated on the board of directors of Kaya. There is no potential conflict arising out of this SHA.
13.	Additional details in case of rescission, amendment or alteration	N.A.

Please acknowledge receipt.

Yours truly,

Harsh C. Mariwala