S.J.S. Enterprises Limited (Formerly known as S.J.S. Enterprises Private Limited) Sy No 28/P16 of Agra Village and Sy No 85/P6 of B.M Kaval Village Kengeri Hobli Bangalore 560082 P: +91 80 6194 0777 F: +91 80 28425110 Email Id: info@sjsindia.com, compliance@sjsindia.com

ISO 14001 ISO 45001 ISO 9001 IATF 16949 Certified CIN: L51909KA2005PLC036601 www.sjsindia.com



February 23, 2024

Τo,

| National Stock Exchange of India Limited | BSE Limited                              |
|--|--|
| Exchange Plaza, 5 <sup>th</sup> Floor,   | Corporate Relationship Department,       |
| Plot No. C/1, G Block,                   | 2 <sup>nd</sup> Floor, New Trading Wing, |
| Bandra – Kurla Complex,                  | Rotunda Building, P.J. Towers,           |
| Bandra (E), Mumbai -400 051              | Dalal Street, Mumbai – 400 001           |
| Symbol: SJS                              | Scrip Code: 543387                       |

## ISIN: INE284S01014

Dear Sir/Madam,

Subject: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR Regulations") read with Part A of Schedule III to the LODR Regulations for execution of "Letter Agreement" for inter-se transfer of shares between the promoters of S.J.S Enterprises Limited (the "Company")

This is to inform you that Evergraph Holdings Pte Ltd (the "Evergraph") and Mr. K A Joseph have entered into a Letter Agreement (the "Individual Promoter") dated February 23, 2024 whereby Evergraph has agreed to sell 14,36,337 equity shares of the Company ("Sale Shares"), constituting of 4.63% of the total share capital of the Company to Mr. KA Joseph on the terms set out under the Letter Agreement.

The details required under SEBI (Listing Obligations and Disclosure Requirements Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July, 2023 are enclosed as an Annexure to this letter.

This intimation will also be made available on the website of the Company at <a href="https://www.sjsindia.com/">https://www.sjsindia.com/</a>

Request you to kindly take the above on record.

Thank you, Yours faithfully, For S.J.S. Enterprises Limited

Thabraz Hushain W. Company Secretary & Compliance Officer Membership No.: A51119

Encl: As mentioned above.

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Annexure

|        | Annexure  |  |
|--------|---|--|
| Sr. No | Particulars                                       | Details  |
| a)     | If the listed entity is a party to the agreement  | t  |
|        | (i) details of the counterparties (including      | Not Applicable   |
|        | name and relationship with the listed             |  |
|        | entity);  |  |
| b)     | If the listed entity is not a party to this agree | ment   |
|        | (i) name of the party entering into such an       | Party Name Relationship  |
|        | agreement and the relationship with               | Mr. K.A Joseph Promoter  |
|        | the listed entity;                                | ("Individual   |
|        |   | Promoter")   |
|        |   | Evergraph Holdings Promoter  |
|        |   | Pte. Ltd.  |
|        |   | ("Evergraph")  |
|        | (ii) Details of the counterparties to the         | Party Name Relationship  |
|        | agreement (including name and                     | Individual Promoter  |
|        | relationship with the listed entity);             | Promoter   |
|        |   | Evergraph Promoter   |
|        | (iii) Date of entering into agreement.            | February 23, 2024  |
| (c)    | Purpose of entering into the agreement            | To record the terms and conditions for the                           |
|        |   | sale of 14,36,337 equity shares of S.J.S                             |
|        |   | Enterprises Limited (" <b>Sale Shares</b> ") by                      |
|        |   | Evergraph to Individual Promoter.                                    |
| (d)    | Shareholding, if any, in the entity with          | Name No. of % of the   |
|        | whom the agreement is executed                    | Equity total share   |
|        |   | Shares of capital of   |
|        |   | the the  |
|        |   | Company Company  |
|        |   | Individual 53,31,444 17.18 %   |
|        |   | Promoter   |
|        |   | (including   |
|        |   | family)  |
| (2)    |   | Evergraph 14,36,337 4.63%   Sala of 14.22 227 orwite observe of 5.15 |
| (e)    | Significant terms of the agreement (in brief)     | Sale of 14,36,337 equity shares of S.J.S                             |
|        |   | Enterprises Limited (" <b>Company</b> ") by                          |
| (f)    | Extent and the nature of impact or                | Evergraph to Individual Promoter.                                    |
| (f)    | Extent and the nature of impact on                | Upon the transfer of the Sale Shares from                            |
|        | management or control of the listed entity        | Evergraph to the Individual Promoter: (a)                            |
|        |   | Evergraph will have sold all its shares held in                      |
|        |   | the Company as of the date of the                                    |
|        |   | agreement, and (b) Individual Promoter's                             |

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| Sr. No | Particulars   | Details                                    |  |
|--------|---|--|--|
|        |   | shareholding (including family), will      |  |
|        |   | increase from 17.18% to 21.81%.            |  |
| (g)    | Details and quantification of the restriction   | No liability is imposed upon Company by    |  |
|        | or liability imposed upon the listed entity   | virtue of this agreement.                  |  |
| (h)    | Whether, the said parties are related to  | The parties to the agreement are promoters |  |
|        | promoter/promoter group/ group  | of the Company as on date of execution of  |  |
|        | companies in any manner. If yes, nature of  | the agreement.                             |  |
| (:)    | relationship.   | No   |  |
| (i)    | Whether the transaction would fall within   | No   |  |
|        | related party transactions?   |  |  |
|        | If yes, whether the same is done at "arm's  | Not Applicable                             |  |
|        | length"   |  |  |
| (j)    | In case of issuance of shares to the parties,   | Not Applicable                             |  |
|        | details of issue price, class of shares issued  |  |  |
| (k)    | Any other disclosures related to such   | Not Applicable                             |  |
|        | agreements, viz., details of nominee on   |  |  |
|        | the board of directors of the listed entity,  |  |  |
|        | potential conflict of interest arising out of   |  |  |
| (1)    | such agreements etc.  |  |  |
| (I)    | in case of rescission, amendment or alteration, listed entity shall disclose additional details |  |  |
|        | to the stock exchange(s):   |  |  |
|        | (i) name of parties to the agreement  | Not Applicable                             |  |
|        | (ii) nature of the agreemen   |  |  |
|        | (iii) date of execution of the agreement  |  |  |
|        | (iv) details and reasons for amendment or   |  |  |
|        | alteration and impact thereof   |  |  |
|        | (including impact on management or<br>control and on the restriction or                         |  |  |
|        | liability quantified earlier);  |  |  |
|        | (v) reasons for rescission and impact   |  |  |
|        | thereof (including impact on  |  |  |
|        | management or control and on the  |  |  |
|        | restriction or liability quantified   |  |  |
|        | earlier).   |  |  |