Jaykay Enterprises Limited



Date: September 25, 2024

To Listing Department BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai-400 001

Scrip Code: 500306 ISIN: INE903A01025

Sub: <u>Disclosure under Regulation 30 of the SEBI (Listing Obligations & Disclosure Requirements)</u>
Regulations, 2015 ("Listing Regulations")

Pursuant to Regulation 30 of the SEBI Listing Regulations, we enclose herewith the details in respect of disbursement of loan on September 24, 2024, amounting to INR 14,05,00,000/- (Indian Rupees Fourteen Crore Five Lakhs) by Julius Baer Capital (India) Private Limited to JK Defence & Aerospace Limited, a wholly owned subsidiary of the Company in terms of Loan Agreement executed earlier.

The details as required under the SEBI Listing Regulations, read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are given under as *Annexure – A.*.

This disclosure will also be hosted on the Company's website viz. www.jaykayenterprises.com

Yours Faithfully, For Jaykay Enterprises Limited

Yogesh Sharma Company Secretary and Compliance Officer Membership No.: A29286



Regd. Office: Kamla Tower, Kanpur- 208001 (INDIA)

Phones: +91 512 2371478 - 81

E-mail: cs@jaykayenterprises.com, Web: www.jaykayenterprises.com

Jaykay Enterprises Limited



Annexure – A

Sr. No.	Particulars	Details
1.	If the listed entity is a party to the agreement:	NA
	in the hoted entity is a party to the agreement.	141
	 Details of the counterparties (including name and relationship with the listed entity) 	
2.	If listed entity is not a party to the agreement,	
	name of the party entering into such an agreement and the relationship with the listed entity;	JK Defence & Aerospace Limited ("JK Defence")
		2. Abhishek Singhania
		JK Defence is a wholly owned subsidiary of the Listed Entity i.e. Jaykay Enterprises Limited
		Mr. Abhishek Singhania is Promoter of the Company
	details of the counterparties to the agreement (including name and relationship with the listed entity);	Julius Baer Capital (India) Private Limited ("Lender") an external unrelated third party to the listed entity.
	> date of entering into the agreement.	In furtherance to earlier agreement executed between the parties
3.	Purpose of entering into the agreement;	Loan to JK Defence, wholly owned subsidiary
4.	Shareholding, if any, in the entity with whom the agreement is executed;	The Company, Promoter and JK Defence does not have any shareholding in the Counterparty to the agreement
5.	Significant terms of the agreement (in brief);	 ➤ Amount of Loan:: INR 14,05,00,000/- ➤ Disbursement Date: 24/09/2024 ➤ Interest Rate: @9.50% per annum, calculated on calendar quarter basis at the end of every calendar quarter. ➤ Other terms and conditions as per the Agreement executed between the parties.
6.	Extent and the nature of impact on management or control of the listed entity;	NA
7.	Details and quantification of the restriction or liability imposed upon the listed entity;	NA
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	subsidiary is a related party to the Group Companies.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	

Regd. Office: Kamla Tower, Kanpur- 208001 (INDIA) Phones: +91 512 2371478 – 81

E-mail: cs@jaykayenterprises.com, Web: www.jaykayenterprises.com

Jaykay Enterprises Limited



10.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	NA
11.	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.;	
12.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement. b) nature of the agreement. c) date of execution of the agreement. d) details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). e) reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	NA as of now



Regd. Office: Kamla Tower, Kanpur- 208001 (INDIA) Phones: +91 512 2371478 – 81 E-mail: cs@jaykayenterprises.com, Web: www.jaykayenterprises.com