

SASTASUNDAR VENTURES LIMITED

Azimganj House, 2nd Floor,
7 Abanindra Nath Thakur Sarani (Formerly Camac Street),
Kolkata 700017, India. Tel: +91 33 2282 9330; Fax: +91 33 2282 9335
Email: info@sastasundar.com; Website: www.sastasundarventures.com
CIN: L65993WB1989PLC047002

Date: 30-10-2024

To,
The General Manager,
Department of Corporate Services
BSE Limited,
Phiroze Jeejeebhoy Tower,
Dalal Street, Mumbai – 400001

To,
Manager – Listing,
Listing Department,
National Stock Exchange of India Limited,
Exchange Plaza, Bandra Kurla Complex,
Mumbai - 400051

Dear Sir/Madam,

Ref: Scrip Code: 533259 and Symbol: SASTASUNDR

Ref: Intimation under Regulation 30A read with Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to Regulation 30A read with clause 5A of the Para A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Share Purchase Agreement (“SPA”) dated 28th October, 2024 has been entered by Sastasundar Healthbuddy Limited (“SHBL”), a material subsidiary of the Company, with Flipkart Health Private Limited, Singapore (Purchaser), Flipkart Health Limited (Associate Company), Mr. B. L. Mittal (Founder) and Mr. Ravi Kant Sharma (Founder) for sale of its entire stake, including both Equity Shares and Preference Shares in Flipkart Health Limited to Flipkart Health Private Limited, Singapore.

The listed entity is not a party to this Agreement but there are certain clauses in the Agreement which are binding listed entity.

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

Kindly take the same on your records.

For Sastasundar Ventures Limited

Pratap Singh
Company Secretary & Compliance Officer
M. No. A24081



Encl: As above

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ANNEXURE - A

Details pursuant to Regulation 30A read with clause 5A of Para A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Serial No.	Particulars of Disclosure	Details
1.	If the listed entity is a party to the agreement:	Not Applicable
	i. Details of the counterparties (including name and relationship with the listed entity)	-
2.	If 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	The listed entity, Sastasundar Ventures Limited (SVL) is not a party to the Share Purchase Agreement. Sastasundar Healthbuddy Limited (SHBL), material subsidiary company is the party to the Share Purchase Agreement.
	ii. Details of the counterparties to the agreement (including name and relationship with the listed entity)	i. Flipkart Health Private Limited, Singapore - Purchaser ii. Flipkart Health Limited – Associate Company iii. Mr. B. L. Mittal- Founder of SVL iv. Mr. Ravi Kant Sharma- Founder of SVL
	iii. Date of entering into the agreement	28th October, 2024
3.	Purpose of entering into the agreement	Sale of entire stake in Associate Company by the subsidiary company.
4.	Shareholding, if any, in the entity with whom the agreement is executed	Sale of entire stake, both Equity Shares and Preference Shares, of Sastasundar Healthbuddy Limited, material subsidiary of the Company, in Flipkart Health Limited.
5.	Significant terms of the agreement (in brief) -	
	"RESTRICTED ACTIVITIES": with respect to SVL or any of its Affiliates	
	(i) carrying on negotiations with a Person for the purpose of establishing another entity, vehicle or joint venture or entering into any arrangement that has, in each case, the same or substantively the same business activities as the Business or any business or activity that is similar or identical to the Business or competes with the Company;	
	(ii) either solely or jointly with or on behalf of any Person, directly or indirectly, establishing, carrying on, or being engaged in (whether financially or otherwise), or	



employed by, or concerned with, or interested in any undertaking or in the management of any Person engaged in or having an interest in any business or entity which carries on, or is proposed to carry on, a business which is detrimental to the interest of the Company or a business with the same or substantively the same business activities as the Business or goals and objectives as the Business or any business or activity that is similar or identical to the Business or competes with the Company, in any capacity whatsoever;

- (iii) either solely or jointly with or on behalf of any Person, directly or indirectly: (i) supplying to, (ii) advising, (iii) engaging in any transactions with, (iv) encouraging, negotiating, discussing or otherwise working with, the Company Competitor, in any capacity whatsoever and in relation to any transaction (including equity, debt or commercial or any other such arrangement of similar nature); or
- (iv) except with the prior written consent of the Company obtained by the Seller and which consent shall not be unreasonably withheld or conditioned, offering employment to, entering into a contract for the services of, or attempting to entice away from the Company, directly or indirectly, any individual who is (at the time of the offer or attempt), or has been at any time within the twelve (12) month period prior to the offer or attempt, an employee of the Company or procuring or facilitating the making of any such offer or attempt by any other Person; or
- (v) causing or permitting any Person directly or indirectly under its control to do any of the foregoing acts or things;

RESTRICTIONS ON TRANSFER:

- i. On and from the Execution Date and for the period of 3 (three) years from the Execution Date, the Founders shall not, and procure that SVL shall not, sell or transfer, directly or indirectly, all or part of their shares in the share capital of the Seller or any substantial assets or business undertaking of the Seller to an Investor Competitor.
- ii. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the transfer restrictions on the Founders in this Agreement shall not be avoided by the holding of Shares indirectly through a company or other entity that can itself be sold in order to dispose of an interest in shares or assets or business undertaking free of such restrictions.
- iii. The restrictions set out under this Clause may be extended by the Purchaser, at its sole discretion, for an additional term of 2 (two) years from the date of expiry of a period of 3 (three) years under above Clause.

NON-COMPETE RESTRICTIONS:

- (a) For a period of three (3) years from the date of Closing, each of the Founders covenants and agrees that it shall procure that neither SVL nor any of its Affiliates, whether jointly



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	<p>or severally, shall, directly or indirectly, or beneficially, in any capacity whatsoever, engage in any Restricted Activities in the Restricted Territory.</p> <p>"Restricted Territory" means the territory of the Republic of India;</p>	
6.	Extent and the nature of impact on management or control of the listed entity	-
7.	Details and quantification of the restriction or liability imposed upon the listed entity	As indicated above in point 5.
8.	Whether the said parties are related to the promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	<p>None of the Parties, as mentioned in point no. 2(ii), of the Share Purchase Agreement (SPA) are related to Promoter and Promoter Group except:</p> <p>i) Sastasundar Healthbuddy Limited, a material subsidiary company of SVL.</p> <p>ii) Mr. B. L. Mittal and Mr. Ravi Kant Sharma, Promoters and Directors of SVL.</p>
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	Not Applicable
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
11.	Any other disclosures related to such agreement, viz, details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not Applicable
12.	<p>In case of rescission, amendment or alteration, the listed entity shall disclose the following additional details to the stock exchange:</p> <p>a. Name of parties to the agreement</p> <p>b. Nature of the agreement</p> <p>c. Date of execution of the agreement</p>	-



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	<p>d. Details and reasons for the amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier) and</p> <p>e. Reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	
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The disclosure under Regulation 30 of the SEBI (LODR) Reg, 2015 were duly submitted to Stock Exchange vide our letter dated 28th October, 2024, the same are enclosed herewith as Annexure for your reference.



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Date: 28-10-2024

To,
The General Manager,
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Tower,
Dalal Street, Mumbai – 400001
Scrip Code: 533259

To,
Manager – Listing,
Listing Department,
National Stock Exchange of India Limited,
Exchange Plaza, Bandra Kurla Complex,
Mumbai — 400051
Scrip Code: SASTASUNDR

Sub: Disclosure under Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 by Sastasundar Ventures Limited (the “Company”) – Sale of entire stake held in Flipkart Health Limited, Associate Company by Sastasundar Healthbuddy Limited, a material subsidiary of the Company

Dear Sir / Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby enclose the details of the transaction pertaining to sale of shares of an Associate Company.

We hereby inform you that Sastasundar Healthbuddy Limited (“SHBL”), a material subsidiary of the Company, has, inter-alia, entered into a Share Purchase Agreement (“SPA”) dated 28th October, 2024 with Flipkart Health Private Limited, Singapore (Purchaser), Flipkart Health Limited (Associate Company), Mr. B. L. Mittal (Founder) and Mr. Ravi Kant Sharma (Founder) for sale of its entire stake, including both Equity Shares and Preference Shares held in Flipkart Health Limited to Flipkart Health Private Limited, Singapore.

Consequent to the above-mentioned proposed transaction, Flipkart Health Limited will cease to be an Associate of the Company.

The Company has received an intimation on 28th October, 2024 at 3:35 PM that the execution of the SPA has been completed by the parties thereto.

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

Yours Faithfully,

For Sastasundar Ventures Limited

**PRATAP
SINGH**

Pratap Singh
Company Secretary & Compliance Officer
M. No. A24081

Encl: A/a



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Annexure - A**Sale of entire stake held in Flipkart Health Limited by Sastasundar Healthbuddy Limited, a material subsidiary of the Company**

Sl No.	Details of Events that need to be provided	Information of such events(s)
1	The amount of percentage of turnover or revenue or income and net worth contributed by such unit or division or undertaking or subsidiary or associate company of the listed entity during the last financial year	<p>Flipkart Health Limited (FKH) is an Associate Company of Sastasundar Healthbuddy Limited, a material subsidiary of the Company.</p> <p>FKH being an Associate Company of the Company under IND AS, does not contribute to the Consolidated Revenue from Operation and Consolidated Total Income of the Company. The Networth of the FKH for the financial year 31.03.2024 was negative Rs. (43,355.27) Lakhs as per the standalone financial statement.</p> <p>FKH constitute 29.93% in the consolidated Networth of the Company for the financial year ended 31st March, 2024.</p>
2	Date on which the agreement for sale has been entered into	28th October, 2024
3	The expected date of completion of sale/ disposal	30th October, 2024
4	Consideration received from such sale/disposal	<p>Sastasundar Ventures Limited (SVL), not being a party of this transaction, will not receive any consideration.</p> <p>The total consideration of Rs. 9717.29 Lakhs, will be received by Sastasundar Healthbuddy Limited ("SHBL"), material subsidiary of the Company.</p>
5	brief details of buyers and whether any of the buyers belong to the promoter/ promoter group/group companies. If yes, details thereof;	<p>Detail of buyer:</p> <p>FLIPKART HEALTH PRIVATE LIMITED, a company incorporated and existing under the laws of Singapore, with its registered office at 9 Raffles Place #26-01 Republic Plaza Singapore 048619.</p> <p>The Buyer does not belong to the Promoter/ Promoter Group/ Group Companies of the Company.</p>



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6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms' length"	The Buyer is not a Related Party of the Companies under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR Regulations"). The transaction is not a Related Party Transaction under Regulation 2(1)(zc) of LODR Regulations.
7	Whether the sale, lease or disposal of the undertaking is outside the Scheme of Arrangement? If yes, details of the same including compliance with regulation 37A of LODR Regulations.	Not Applicable
8	Additionally, in case of a slump sale, indicative disclosures provided for amalgamation/ merger, shall be disclosed by the listed entity with respect to such slump sale.	Not Applicable

