SHAIVAL
REALITY LIMITED

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To,
The Deputy Manager,
Department Of Corporate Services,
National Stock Exchange Limited,
Exchange Plaza, Plot No. C/L, G Block,
Bandra-Kurla Complex,
Bandra(E), Mumbai-400051

COMPANY CODE: SHAIVAL **ISIN: INE262S01010**

Dear Sir/Madam,

Sub: Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of Para A of part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations") read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by Shaival Reality Limited ("Company")

Pursuant to the provisions Regulation 30 and 30A read with Clause 5 and 5A of para A of part A of Schedule III of the SEBI LODR Regulations, we wish to inform you that the Company, as confirming party, and Mr. Mayur Mukundbhai Desai ("Seller 1), Mr. Shaival Mayurbhai Desai ("Seller 2), Mrs. Sonal Mayur Desai ("Seller 3"), being promoters of the Company ("collectively referred to as Sellers"), have executed a Share Purchase Agreement ("SPA") dated 23rd October, 2026 with Mr. Tarangkumar Manubhai Savaliya ("Acquirer-1"), Mr. Hiteshbhai Maganbhai Bhuva ("Acquirer-2"), Mr. Jigneshbhai Maganbhai Bhuva ("Acquirer-3")for the sale of an aggregate of 84,06,000 (Eighty-Four Lakh Six Thousand) fully paid-up equity shares of face value of Rs. 10/- (Rupees Ten) each, constituting 72.63% (seventy-two point six three percent) of the existing voting share capital of the Company, at a price of Rs. 30/-(Rupees Thirty Only) per equity share ("Proposed Transaction").

The Proposed Transaction is subject to certain conditions as set out in the SPA. Further, pursuant to execution of the SPA, the Acquirers are required to make an Open Offer to the public shareholders of the Company in terms of the applicable provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. The disclosures in accordance with SEBI LODR Regulations read with SEBI Master Circular no. HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 dated January 30, 2026, are attached here to as "Annexure A".

Kindly take the above information on record.

Yours sincerely,

For Shaival Reality Limited

Mr. Rajiv Dinesh Desai
Director
DIN: 10367903

ANNEXURE-A

Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of Para A of part A of Schedule III of the SEBI LODR Regulations read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by the company

Serial No.	Particulars	Description
1	If the listed entity is a party to the agreement: i. Details of counterparties (including name and relationship with the listed entity);	Yes, the listed entity, i.e., the Company is a party to the SPA. The Share Purchase Agreement ("SPA") dated 23rd October, 2026 wasentered into by/ between the following parties: 1. Mr. Mayur Mukundbhai Desai ("Seller 1), Mr. ShaivalMayurbhai Desai ("Seller 2), Mrs. Sonal Mayur Desai ("Seller 3"), ("Sellers"), are thepromoters of the Company as on the date of execution of SPA and; 2. Mr. TarangkumarManubhaiSavaliya ("Acquirer-1"), Mr. HiteshbhaiMaganbhaiBhuva ("Acquirer-2"), Mr. JigneshbhaiMaganbhaiBhuva ("Acquirer-3") 3. Shaival Reality Limited ("Target Company") (CIN:L45201GJ1996PLC029311) Acquirersare neither a related party nor holding any shares in the Company as on the date of execution of SPA i.e. 23rd October, 2026.
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; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	Not Applicable (Refer to the point 1 above)
3	Purpose of entering into the agreement	To sell 84,06,000 (Eighty-Four Lakh Six Thousand) fully paid-up Equity Shares held by the sellers, representing 72.63% (seventy-two point six three percent) of the total existing voting Share Capital of the Company, to the acquirers, pursuant to the SPA.
4	Shareholding, if any, in the entity with whom the agreement is executed	The Acquirers do not hold any equity shares of the Company, and the Sellers do not hold any interest in the Acquirers, who are individuals.
5	Significant terms of theagreement (in brief) specialrights like right to appointdirectors,	1. Under the Agreement, the Sellers have agreed to sell and transfer, and the Acquirers has agreed to purchase and acquire from the Sellers, the Sale Shares,

	subscription in case of issuance of Shares, right to restrict any change in capital structure etc.	subject to compliance with the provisions of the SEBI (SAST) Regulations. 2. The execution and delivery of the Agreement by the Sellers, the performance by them of their obligations under the Agreement and change in control and management of the Company contemplated after consummation of the transactions recorded in the Agreement. 3. The parties may act upon this agreement only after the expiry of twenty-one working days from the date of detailed public statement. 4. On the Closing Date the following acts shall be done or performed or caused to be done or performed simultaneously as under: i. The Sellers shall take all such steps as may be necessary to ensure that transfer of shares from their respective Demat accounts is processed and the shares are transferred to the Acquirers. ii. The Company shall convene a meeting ofits Board, at which meeting, the Board of the Company shall; • approve and cause the name of the Acquirers to be entered in the register of members and other statutory registers of the Company as the registered and beneficial owner/ holder of the Sale Shares; • approve the names of the persons who will be appointed as the authorized signatories of the Company's bank accounts and ensure the removal of the existing authorized signatories of the Company's bank accounts; iii. undertake such other actions as may be required under the articles of association of the Company or under any Applicable Laws necessary for the fulfilment of obligations stipulated under this Agreement; iv. to take note of the resignations tendered by the existing Directors, and appointment of Acquirers as new directors and file all the necessary forms and resolutions for the same with the registrar of companies in accordance with the Applicable Law; v. approve the appointment of such number of independent directors on the Board so as to ensure that the Company is in compliance with Applicable Law; vi. make appropriate filings to the relevant Stock Exchanges as required under the Insider Trading Regulations and the SEBI SAST Regulations, i.e. disclosures pertaining to: vii. transfer of Sale Shares by the Sellers, in accordance with regulation 7(2)(a) of the Insider Trading Regulations; and disposal of Sale Shares by the Sellers pursuant to the proposed transaction, in accordance with Regulation 29(2) of the SAST Regulations; 5. The purchase price shall be Rs. 30/- (Indian Rupees Thirty Only) per Sale Share to be paid by

		the Acquirers to the Sellers ("Purchase Price"). The Purchase Price is payable by post-dated cheques delivered on the date of the SPA, each dated not earlier than the date on which completion is first permitted under Regulation 22(2) of the SEBI (SAST) Regulations and not later than five business days before the Closing Date. The Purchase Price is treated as paid only on realisation, and realisation in full of every cheque is a condition to closing. Each Seller sells its Sale Shares severally and not jointly, and title to the Sale Shares passes only upon their credit to the demat accounts of the Acquirers on the Closing Date.The long stop date for closing is 31 December 2026. 6. The Acquirers shall procure that the Company shall, undertake all actions, filings. disclosures and corporate approvals required under applicable law, including Regulation 31A(10) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, to effect such reclassification. Upon Closing, the Sellers shall cease to exercise control over the Company, and the Parties shall cooperate in good faith to complete the reclassification in accordance with applicable law
6	extent and the nature of impact on management or control of the listed entity;	1. The execution and delivery of the Agreement by the Sellers, the performance by them of their obligations under the Agreement and change in control and management of the Company contemplated after consummation of the transactions recorded in the Agreement. 2. The parties may act upon this agreement only after the expiry of twenty-one working days from the date of detailed public statement. 3. On the Closing Date the following acts shall be done or performed or caused to be done or performed simultaneously as under: i. The Sellers shall take all such steps as may be necessary to ensure that transfer of shares from their respective Demat accounts is processed and the shares are transferred to the Acquirers. ii. The Company shall convene a meeting of its Board, at which meeting, the Board of the Company shall; • approve and cause the name of the Acquirers to be entered in the register of members and other statutory registers of the Company as the registered and beneficial owner/ holder of the Sale Shares; • approve the names of the persons who will be appointed as the authorized signatories of the Company's bank

		accounts and ensure the removal of the existing authorized signatories of the Company's bank accounts; iii. undertake such other actions as may be required under the articles of association of the Company or under any Applicable Laws necessary for the fulfilment of obligations stipulated under this Agreement; iv. to take note of the resignations tendered by the existing Directors, and appointment of Acquirers as new directors and file all the necessary forms and resolutions for the same with the registrar of companies in accordance with the Applicable Law; v. approve the appointment of such number of independent directors on the Board so as to ensure that the Company is in compliance with Applicable Law; vi. make appropriate filings to the relevant Stock Exchanges as required under the Insider Trading Regulations and the SEBI SAST Regulations, i.e. disclosures pertaining to: 4. transfer of Sale Shares by the Sellers, in accordance with regulation 7(2)(a) of the Insider Trading Regulations; and disposal of Sale Shares by the Sellers pursuant to the proposed transaction, in accordance with Regulation 29(2) of the SAST Regulations; 5. Upon Closing, the Sellers shall cease to exercise control over the Company, and the Parties shall cooperate in good faith to complete the reclassification in accordance with applicable law and shall not: • directly or indirectly exercise control over the Company; • have any special rights in the Company through formal or informal arrangements; • have any representation on the Board of Directors of the Company; or • act as key managerial personnel of the Company, in each case, except as may be permitted under applicable law.
7	details and quantification of the restriction or liability imposed upon the listed entity;	During the currency of this Agreement and pending completion, the Sellers hereby undertakes and covenants to the Acquirers that they shall not, in respect of their own Sale Shares: i. Sell or dispose of or agree to sell or dispose of the Sale Shares to any other person; ii. Create any encumbrance in respect of the Sale Shares; iii. Acquire or subscribe to any further shares of the

		Company; The Company is a party to the SPA as confirming party. The restrictions and liabilities imposed upon it are as follows. (a) It shall record the transfer of the Sale Shares upon their credit to the Acquirers on closing, and shall not register any other transfer of the Sale Shares pending closing. (b) With effect from the Closing Date, it releases each Seller from claims of the Company against that Seller, as provided in the SPA. This is a release of claims only and does not involve any payment or transfer of assets by the Company. It was approved by the Audit Committee and the Board of Directors on 23 October 2026. (c) It shall make the filings required for the reclassification of the promoter and promoter group under Regulation 31A(10) of the SEBI LODR Regulations. The obligations at (b) and (d) are not otherwise quantifiable. During the currency of this Agreement and pending completion, the Sellers undertake and covenant to the Acquirers that they shall not cause the company to: i. Undertake any new project or business or alter or close any existing business of the Company; ii. Alter, whether by way of reduction or increase or otherwise, the authorised or issued share capital of the Company; iii. Issue any debentures or warrants or other securities of the Company, whether or not convertible into shares; iv. Sell, transfer or otherwise dispose any immoveable property or other assets or property of the Company, except as required in ordinary course of operations; v. Assume, guarantee or in any manner become directly or contingently liable for the obligations of any third party; vi. Make any loans or grant any credit to any person except with specific written permission of Acquirers; vii. Incur any further indebtedness, whether by way of loans or otherwise except working capital finance or credit obtained from banks in the ordinary course of business; viii. Alter its Memorandum and Articles of Association; ix. Effect any scheme of amalgamation, arrangement or re-organization in relation to the Company; x. Declare or pay any dividends on its shares; xi. Create any fresh encumbrances on any of the properties or assets of the Company; xii. Enter into any transaction, which may have material

		adverse effect on the net worth of the Company;
8	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The Sellers are the Promoters of the Company. None of the Acquirers form part of the promoter/promoter group/group companies of the Company and are not related to the promoter/promoter group/group companies of the Company.
9	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No, the aforesaid transaction is not a related part transaction.
10	in case of issuance of shares to the parties, details of issue price. class of shares issued:	Not Applicable, as there are no shares being issued as part of the transaction.
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.	**As defined in the SPA** Mr. Mayur Mukundbhai Desai, Managing Director, and Mr. Shaival Mayurbhai Desai, Director, are Sellers under the SPA. Each disclosed his interest under Section 184(2) of the Companies Act, 2013 and did not participate in the discussion or vote on the approval of the SPA or of the release referred to in Row 7(b). Mrs. Sonal Mayur Desai is not a director of the Company. On the Closing Date the following acts shall be done or performed or caused to be done or performed simultaneously as under: i. The Sellers shall take all such steps as may be necessary to ensure that transfer of shares from their respective Demat accounts is processed and the shares are transferred to the Acquirers. ii. The Sellers shall cause the Company to convene a meeting of its Board, at which meeting, the Board of the Company shall; • approve and cause the name of the Acquirers to be entered in the register of members and other statutory registers of the Company as the registered and beneficial owner/ holder of the Sale Shares; • approve the names of the persons who will be appointed as the authorized signatories of the Company's bank accounts and ensure the removal of the existing authorized signatories of the Company's bank accounts; iii. undertake such other actions as may be required under the articles of association of the Company or under any Applicable Laws necessary for the fulfilment of obligations stipulated under this Agreement; iv. to take note of the resignations tendered by the existing Directors, and appointment of Acquirers as

		new directors and file all the necessary forms and resolutions for the same with the registrar of companies in accordance with the Applicable Law; v. approve the appointment of such number of independent directors on the Board so as to ensure that the Company is in compliance with Applicable Law; vi. make appropriate filings to the relevant Stock Exchanges as required under the Insider Trading Regulations and the SEBI SAST Regulations, i.e. disclosures pertaining to: vii. transfer of Sale Shares by the Sellers, in accordance with regulation 7(2)(a) of the Insider Trading Regulations; and disposal of Sale Shares by the Sellers pursuant to the proposed transaction, in accordance with Regulation 29(2) of the SAST Regulations:
12	In case of rescission,amendment or alteration, listedentity shall disclose additionaldetails to the stockexchange(s): a. name of parties to theagreement b. nature of the agreement c. date of execution of theagreement d. details and reasons foramendment or alteration andimpact thereof (includingimpact on management orcontrol and on the restrictionor liability quantified earlier); e. reasons for rescission andimpact thereof (includingimpact on management orcontrol and on the restrictionor liability quantified earlier).	Not applicable