CHATHAFOODS

Chatha Foods Limited

Regd. Office: 272, Mota Singh Nagar Jalandhar Punjab, Pin code -144001, Phone No. 0181-4616381
CIN: L15310PB1997PLC020578**, E-mail:** cs@cfpl.net.in, **Website:** https://cfpl.net.in

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To **Date: 07.08.2026**
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400001,

Scrip Code: 544151

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

Dear Sir/Madam,

Pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that Chatha Foods Limited (the "Company") has entered into a supplementary agreement on **07.08.2026** to modify the existing Shareholders' Agreement (SHA) dated February 11, 2025 executed among the Company, Chatha Foods Limited (CFL) and Frigorifico Allana Private Limited (FAPL).

Disclosure of information pursuant to Regulation 30 of the SEBI Listing Regulations read with SEBI Circular No. SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30th January, 2026 in respect of matter stated above is enclosed as Annexure I.

We would request you to please take the aforesaid information and documents on record.

Yours truly
For Chatha Foods Limited

PRIYANKA OBEROI Digitally signed by PRIYANKA OBEROI Date: 2026.08.07 18:28:03 +05'30'

Priyanka Oberoi
Company Secretary & Compliance Officer

Encl.: as above

Annexure – I

Disclosure of information pursuant to Regulation 30 of the SEBI Listing Regulations read with SEBI Circular No. SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30th January, 2026

Sr. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered;	Frigorifico Allana Private Limited (FAPL)
2	Purpose of entering into the agreement	The Supplementary Agreement to the Shareholders' Agreement ("SHA") has been executed to formally record and implement the revised strategic alignment between Chatha Foods Limited ("CFL") and Frigorifico Allana Private Limited ("FAPL") in relation to their joint venture company, Allana CF Foods Private Limited ("JV"), incorporated on April 08, 2025.
3	Shareholding, if any, in the entity with whom the agreement is executed	The Company does not hold any shareholding in FAPL.
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	The broad terms of the agreement are as under: Revision in Authorised Share Capital: The Authorised Share Capital of the JV Company shall be increased to Rs. 42,00,00,000/- (Rupees Forty-Two Crore Only), comprising Equity Share Capital of Rs. 41,00,00,000/- (Rupees Forty-One Crore Only) and Compulsorily Convertible Preference Share Capital (CCPS) of Rs. 1,00,00,000/- (Rupees One Crore Only). The Paid-Up Share Capital shall be increased accordingly, in accordance with the agreed capital structure and applicable law.

		Shareholding Structure: The JV Company shall further issue and allot Equity Shares having an aggregate issue value of Rs.10,80,50,000/- (Rupees Ten Crore Eighty Lakh Fifty Thousand Only) to FAPL to realign the equity shareholding of the JV Company in the ratio of 51:49 between CFL and FAPL, respectively. Further, the JV Company shall issue and allot Compulsorily Convertible Preference Shares ("CCPS") having an aggregate issue value of Rs.79,50,000/- (Rupees Seventy-Nine Lakh Fifty Thousand Only) to FAPL, in accordance with the terms agreed between the parties. **Board Composition:** The Board of Directors of the JV Company shall be reconstituted to comprise four (4) Directors in total, with CFL and FAPL each having the right to nominate two (2) Directors.
5	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	No
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	No
7	In case of issuance of shares to the parties, details of issue price, class of shares issued	the Authorised Share Capital of the Joint Venture Company shall be increased to **Rs. 42,00,00,000/-** (Rupees Forty-Two Crore Only), comprising Equity Share Capital of Rs. 41,00,00,000/- (Rupees Forty-One Crore Only) and Compulsorily Convertible Preference Share Capital ("CCPS") of Rs. 1,00,00,000/- (Rupees One Crore Only). As part of the capital infusion, Frigorifico Allana Private Limited ("FAPL") shall subscribe to equity shares of the Joint Venture Company for an aggregate consideration of up to Rs. 10,80,50,000/- (Rupees Ten Crore Eighty Lakh Fifty Thousand Only)

		Further, the Joint Venture Company shall issue and allot Compulsorily Convertible Preference Shares (CCPS) to FAPL, having an aggregate issue value of Rs. 79,50,000/- (Rupees Seventy-Nine Lakh Fifty Thousand Only)
8	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.	Nil
9	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) Name of the parties to agreement b) Nature of the agreement; c) Date of execution of the agreement; d) Details of amendment and impact thereof or reasons of termination and impact thereof.	The details of the amendment of the agreement are set out below. a. Chatha Foods Limited and Frigorifico Allana Private Limited b. Supplementary Agreement to the Shareholders Agreement c. August 07, 2026 d. The significant terms of the amendment are set out above under the section "Significant terms of the agreement".

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