

June 09, 2026

To,
The General Manager
BSE Limited,
1st Floor, Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400001.

[Scrip Code: 540359]

Sub: Announcement pursuant to Regulations 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR Regulations”).

Dear Sir/Madam,

Pursuant to Regulation 30 read with Part-A of schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), we wish to inform you that the Acquirers (Dhiren Chandulal Shah and Sunil Chinubhai Shah) and PAC (Dhairya Dhiren Shah, Hiren Pravin Doshi, Sheetal Hiren Doshi, Nirmal Sunilbhai Shah, Rupa Sunil Shah, Vijay Natvarlal Shiyani, Kamlesh Natvarlal Shiyani, Abhay Chinubhai Shah, Umang Alkesh Gosalia and Meena Alkesh Gosalia) are seeking to acquire majority voting rights and control of the Company through combination of (i) Preferential Allotment, (ii) secondary acquisition from the Sellers through Share Purchase agreement and (iii) acquisition of equity shares in the Open Offer.

The details regarding Share purchase Agreement under Regulation 30 of Listing Regulations read with read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 updated on January 30, 2026, (“**SEBI Circular**”) are enclosed as **Annexure I**.

The disclosures along with the enclosures shall be made available on the website of the Company at www.parmaxpharma.com.

This is for your information and records.

Thanking you.

Yours faithfully,

For **PARMAX PHARMA LIMITED**

Umang A Gosalia
Managing Director
DIN: 05153830

Annexure I

The details regarding Share purchase Agreement under Regulation 30 of Listing Regulations read with read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 updated on January 30, 2026, (“SEBI Circular”) are as follows :-

Sr.no	Particulars	Description
1.	If the listed entity is a party of the agreement, (1) details of the counterparties (including names and relationship with the listed entity).	Not Applicable
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; (i) details of the counterparties to the agreement (including name and relationship with the listed entity); (i) date of entering into the agreement	<p>The parties to the Share Purchase Agreement (“SPA”) are as follows:</p> <p>Sellers:</p> <p>i. Alkesh Mahasukhlal Gopani ii. Vipul Mahasukhlal Gopani iii. Pravina Mahasukh Gopani</p> <p>Purchasers:</p> <p>Dhiren Chandulal Shah Dhairya Dhiren Shah Hiren Pravin Doshi Sheetal Hiren Doshi Nirmal Sunil Shah Sunil Chinubhai Shah Vijay Natvarlal Shiyani Kamlesh Natvarlal Shiyani</p> <p>Sellers are the promoters of the Company and Purchasers are not related to the Company in any capacity.</p>
3.	Purpose of entering into the agreement	The SPA records the terms and conditions on which the Sellers have agreed to sell, and the Purchasers has agreed to acquire the Sale Shares along with the control over the Company.
4.	Shareholding, if any, in the entity with whom the agreement is executed	Not Applicable
5.	Significant terms of the agreement (in brief)	The sale of Sale Shares under the SPA is executed at a price of ₹35 per equity share. Pursuant to execution of the SPA, the Purchasers have announced an open offer in accordance with SEBI (SAST) Regulations. The consummation of the Proposed Transaction is subject to satisfaction of conditions precedent (including, but not limited to, receipt of the relevant statutory approvals).
6.	Extent and the nature of impact on management or control of the listed entity	Pursuant to the Proposed Transaction, the Purchasers will acquire control over the Company.
7.	Details and quantification of the restriction or liability imposed upon the listed entity	Not Applicable
8.	Whether, the said parties are related to promoter/promoter group / group companies in any manner. If yes, nature of relationship	Save and except the Sellers, none of the parties to the SPA form part of or are related to the promoters/ promoter group/ group companies of the Company.
9.	Whether the transaction would fall	Not Applicable

	within related party transactions? If yes, whether the same is done at “arm’s length”	
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued	<p>a) Issuance of 31,37,586 (Thirty one lakhs thirty seven thousand five hundred eighty six) equity shares of the face value of ₹10/- (Rupee Ten only) each, at an issue price of ₹36.50 (Rupees Thirty six point five zero) per Subscription Share which includes a premium of ₹ 26.50 (Rupees Twenty-six point five zero) per equity share, aggregating to ₹ 11,45,21,889 (Rupees Eleven crores forty five lakhs twenty-one thousand eight hundred and eighty nine), not being less than the price as determined in accordance with the provisions of Chapter V of the SEBI ICDR Regulations.</p> <p>b) Issuance of 21,45,145 (Twenty one lakhs forty five thousand one hundred and forty-five) convertible warrants each carrying a right exercisable by the warrant holder to subscribe to one (1) equity share of the face value of ₹10/- (Rupees Ten only) each against each Warrant at an issue price ₹ 36.50 (Rupees Thirty-six point five zero) which includes a premium of ₹ 26.50 (Rupees Twenty-six point five zero) per warrant, aggregating to ₹ 7,82,97,793 (Rupees Seven crores eighty-two lakhs ninety-seven thousand seven hundred and ninety three), not being less than the price as determined in accordance with the provisions of Chapter V of the SEBI ICDR Regulations, which may be exercised in one or more tranches during the period commencing from the date of allotment of the warrants until expiry of 18 (Eighteen) months from the date of allotment of the warrants (“Preferential Issue”).</p>
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.	Upon completion of the Proposed Transaction, the board of the Company shall be reconstituted.

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