

To, 29th January 2025

The National Stock Exchange of India Limited

Manager-Listing Exchange Plaza,

Bandra Kurla Complex, Bandra (East)

Mumbai – 400 051

Tel No.: 022-2659 8237/38 Symbol: COFFEEDAY

BSE Limited

General Manager-DSC Phiroze Jeejeebhoy Towers

Dalal Street, Fort, Mumbai – 400 001 Tel No.: 022-2272 2039

Scrip Code: 539436

<u>Sub: Intimation pursuant to regulation 30 and other relevant regulations of SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 and SEBI circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July 2023</u>

Dear Sir/Madam,

This is to inform you that, the Coffee Day Hotels and Resorts Private Limited (CDHRPL) (Wholly owned subsidiary of the Company) proposes to enter into Amended and Restated Limited Liability Partnership Agreement of AC & C Hospitality Resort LLP (AC&C) (Wholly Owned Subsidiary (LLP) of CDHRPL, which runs resorts in Chikmagalur and Bandipur) with Chaitra Civil Ventures LLP(CCV) (Retiring Partner) and Ammolite Properties Private Limited (APPL) (new partner) in/of AC&C Hospitality Resorts LLP). The APPL is investing Rupees 34.14 crores in AC &C, post the investment and transfer of PSR from CCV, APPL will hold Profit Sharing Ratio of 50.10% in AC&C Hospitality Resorts LLP(AC&C).

Post the Amended and Restated Limited Liability Partnership Agreement, diluted Profit Sharing Ratio of CDHRPL will be 49.89%.

Annexure-1 is attached below as per SEBI circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July 2023.

Kindly take the same on record.

For Coffee Day Enterprises Limited

Sadananda Poojary

Company Secretary & Compliance Officer

Mem No.: F5223



Annexure-I

| a) if the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity); | Not Applicable |
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| b) 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; | Coffee Day Hotels & Resorts Private Limited (CDHRPL) wholly owned subsidiary of the Company |
| ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement. | Chaitra Civil Ventures LLP (CCV) and Ammolite Properties Private Limited (APPL) not related to Company and its group entities. |
| c) purpose of entering into the agreement; | Yet to be signed. Amended and Restated Limited Liability Partnership Agreement |
| d) shareholding, if any, in the entity with whom the agreement is executed; | Not Applicable |
| e) significant terms of the agreement (in brief); | Profit Sharing Ratio of CDHRPL will be 49.89%, Profit Sharing Ratio of APPL will be 50.10% and Profit Sharing Ratio of CCV will be Nil |
| f)extent and the nature of impact on management or control of the listed entity; | The Listed entity will loose control in stepdown subsidiary AC & C. |
| g) details and quantification of the restriction or liability imposed upon the listed entity; | Nil |
| h) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship; | No, CCV and APPL is not a Related Party. However, the CDHRPL is a Wholly Owned Subsidiary of the Company |
| i) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length'; | Not Applicable |
| j) in case of issuance of shares to the parties, details of issue price, class of shares issued; | Not Applicable |
| k) 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.; | |
| l) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). | Not Applicable |