

## Chatha Foods Limited

(Formerly Known as Chatha Foods Private Limited)

Regd. Office: 272, Mota Singh Nagar Jalandhar Punjab, Pin code -144001, Phone No. 0181-4616381

CIN: L15310PB1997PLC020578, E-mail: [cs@cfpl.net.in](mailto:cs@cfpl.net.in), Website: <https://cfpl.net.in>

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To

Date: 11.02.2025

BSE LIMITED  
Phiroze Jeejeebhoy Towers  
Dalal Street, Mumbai-400001  
Maharashtra  
**Scrip Code: 544151**

**Sub: Intimation pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 with respect to execution of Shareholders' Agreement (SHA) between CHATHA FOODS LIMITED (CFL) and FRIGORIFICO ALLANA PRIVATE LIMITED (FAPL).**

Dear Sir/Madam,

Pursuant to Regulation 30 read with Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015, **with Circulars No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024**, we would like to inform you that the Company has entered into a Shareholders' Agreement (SHA) with **FRIGORIFICO ALLANA PRIVATE LIMITED (FAPL)**, **to carry on the activities of manufacturing/processing of ready-to-cook and ready-to-eat Meat products (RTC/RTE Meat Products) and ready-to-cook and ready-to-eat chicken products (RTC/RTE Chicken Products) and to do the activities of storage, freezing, distribution, sale, and transport of RTC/RTE Chicken Products and RTC/RTE Meat Products, both in domestic and international markets.**

The requisite details as per aforesaid Regulation and SEBI Circular are enclosed as **Annexure A**.

You are requested to please take the same on record.

Thanking You.

Yours Truly  
For **Chatha Foods Limited**

**Priyanka Oberoi**  
**Company Secretary & Compliance Officer**

Encl: As Above

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**CHATHA FOODS LIMITED**

Work: **UNIT-I** Village Chaundheri Ambala Road, District Mohali, Punjab, India, 140501

**UNIT-II** Hadbast No. 206, Village Toffanpur, Tehsil Dera Bassi, Distt- SAS Nagar, Punjab-140506

+91-1762-506711 | Website: <https://cfpl.net.in>

CIN- L15310PB1997PLC020578 | GST/UIN- 03AAACC9345F1ZY | PAN NO. AAACC9345F

**Disclosures in terms of Regulation 30 of the SEBI LODR Regulations read with Circulars No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024**

S.NO	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	Chatha Foods Limited (CFL) and Frigorifico Allana Private Limited (FAPL)
2.	Purpose of entering into agreement	Purpose of entering into the Shareholders' Agreement is to establishing a joint venture company with the objective of manufacturing and sale of ready to cook and ready to eat meat and chicken products and shall set up a processing plant. The principal objective of the said agreement of managing and operating the JV Company in a professional profit-oriented and efficient manner and to regulate the terms and conditions of their commercial relationship.
3.	Shareholding, if any, in the entity with whom the agreement is executed	The Company (CFL) does not hold any shareholding in Frigorifico Allana Private Limited (FAPL).  The Company shall hold ownership percentage representing 70% (seventy percent) of the share capital of the Joint Venture Company to be incorporated pursuant to the said Shareholder's Agreement and the remaining ownership percentage representing 30% (thirty percent) shall be held by Frigorifico Allana Private Limited (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.	<ul style="list-style-type: none"> <li>• Chatha Foods Limited (CFL) and Frigorifico Allana Private Limited (FAPL) shall invest in the equity share capital of the proposed company in the ratio of 70:30.</li> <li>• CFL shall have the right to nominate 2 (two) CFL Nominee Directors</li> <li>• The Chairman of the Board shall be Non-Executive Director nominated by CFL.</li> <li>• CFL shall oversee the construction, commissioning and operations of the JV Company and shall also assess adequacy of internal systems and processes.</li> </ul>
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	No

	transactions? If yes, whether the same is done at "arm's length".	
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	The Equity shares will be issued at the issue price of Rs.10 each.
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.	There shall be 3 directors on the board of the joint venture company. CFL will have the right to appoint 2 directors and FAPL shall have the right to appoint 1 director.  Further, no potential conflict of interest is arising out of this agreement.
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.	Not Applicable