

Agro Tech Foods Limited

May 2, 2024

The Secretary,
BSE Limited,
Floor 25, Pheroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 001.
Ph. No. 022- 22721233 / 22721234
Fax No. 022-22723121 / 22721072

The Manager
Listing Department,
National Stock Exchange of India Limited,
Exchange Plaza, Bandra-Kurla Complex,
Bandra (E), Mumbai – 400 051.
Ph.No. 022- 26598100 / 26598101
Fax No. 022-26598237 / 26598238

Codes: BSE Scrip code 500215, Co. code 1311
NSE Symbol ATFL, Series EQ-Rolling Settlement

Sub: Agreement between Agro Tech Foods Limited and Conagra Brands, Inc.

Dear Sir/Madam,

Pursuant to Regulation 30A read with Para 5A of Part A of Schedule III of the Listing Regulations, the Company hereby wishes to notify certain agreement entered into amongst Agro Tech Foods Limited (“the Company”) and Conagra Brands Inc. on May 2, 2024 as per the details set out in **Annexure 1**.

The details required under the SEBI Circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 (“**SEBI Circular**”), in relation to the above, are given in the enclosed **Annexure 1**.

This is for your information & record.

Thanking you,

Yours faithfully,
For Agro Tech Foods Limited

COMPANY SECRETARY AND COMPLIANCE OFFICER

Disclosures and confirmations under Regulation 30A and Clause 5A of Para A of Part A of Schedule III of SEBI Listing Regulations and SEBI Circular are as under:

S. No.	Particulars	Information
a.	If the listed entity is a party to the agreement: (i) details of the counterparties (including name and relationship with the listed entity).	Conagra Brands Inc. (“ Conagra ”), which is the ultimate holding company of CAG Tech Mauritius Limited, which holds 51.77% of the paid up capital of the Company.
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 (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
c.	Purpose of entering into the agreement	The parties have entered into the Retention agreement to pay Retention Bonus to certain employees of the Company upon change of control of the Company to commemorate their contribution and support to the Company.
d.	Shareholding, if any, in the entity with whom the agreement is executed	The Company does not have any shareholding in Conagra Brands Inc.
e.	Significant terms of the agreement (in brief)	The Company shall pay one-time Retention Bonus to the tune of INR112,640,625/- to certain Employees of the Company who are on payrolls of the Company as on March 31, 2024 (“Specified Employees”) to seek their continuous support to the Company. This Retention Bonus shall be paid by the Company, on behalf of Conagra, to Specified Employees who will continue to remain on the payroll of the Company as on the date of Change of control of Company. Conagra Brands, Inc. is obligated/agreed to reimburse the Company with an equivalent amount of money.
f.	Extent and the nature of impact on management or control of the listed entity;	None.

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S. No.	Particulars	Information
g.	Details and quantification of the restriction or liability imposed upon the listed entity	The Company shall pay one-time Retention Bonus to the tune of INR112,640,625/- to the Specified Employees of the Company, on behalf of Conagra Brands.
h.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes. Conagra is the ultimate holding company of CAG Tech Mauritius Limited, which holds 51.77% of the paid up capital of the Company.
i.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	Yes. The transaction is done at arm’s length.
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.	Please refer to paragraph e. above.
l.	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <p>(i) Name of parties to the agreement;</p> <p>(ii) Nature of the agreement;</p> <p>(iii) Date of execution of the agreement;</p> <p>(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);</p> <p>(v) Reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	Not Applicable.