



Ingenuity In Motion

February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“Company”); this is to inform you that:

- (i) pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has executed the Multimodal Share Purchase Agreement (“**SPA**”) with Transindia Real Estate Limited (“**TREL**”), BRE Asia Urban Holdings Ltd (“**Investor**”) and Allcargo Multimodal Private Limited (“**Multimodal**”). Further TREL has agreed to sell 2,24,05,002 (Two crore twenty-four lakh five thousand two) equity shares (representing 100% (One hundred per cent) of the equity share capital) of Multimodal to the Investor (“**Transaction**”) on February 28, 2024;
- (ii) upon conclusion of the Transaction, TREL will cease to hold any equity shares in Multimodal; and
- (iii) As per the SPA, TREL and the Company shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by the Company.
- (iv) The Investor does not belong to the promoter / promoter group.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are set out in “**Annexure A**” and “**Annexure B**”, respectively.

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**ALLCARGO LOGISTICS LIMITED**

Allcargo House, 6<sup>th</sup> Floor, CST Road, Kalina, Santacruz (E), Mumbai - 400 098. Maharashtra. India.  
T: +91 22 6679 8110 | [www.allcargologistics.com](http://www.allcargologistics.com) | CIN: L63010MH2004PLC073508 | GSTN: 27AACCA2894D1ZS  
e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)



Ingenuity In Motion

The above information will also be available on the website of the Company  
<https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM  
MOJIDRA

Digitally signed by DEVANAND  
PARSHOTTAM MOJIDRA  
Date: 2024.02.28 22:52:13  
+05'30'

**Devanand Mojidra**

**Company Secretary & Compliance Officer**

**Membership No.: A14644**

**Encl.: a/a**

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**Annexure A**

**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Allcargo Multimodal Private Limited (" <b>Multimodal</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ")
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Allcargo Multimodal Private Limited ("<b>Multimodal</b>") by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of Multimodal Share Purchase Agreement to be executed by and between the Company, TREL, the Investor and Multimodal ("<b>SPA</b>"), via board resolution dated February 12, 2024. Accordingly, TREL has agreed to sell 2,24,05,002 (Two crore twenty-four lakh five thousand two) equity shares (representing 100% (One hundred per cent) of the equity share capital) of Multimodal to the Investor.</p> <p>Now, the SPA has been entered into for the sale / transfer / disposal of 100% of the equity shareholding of TREL in Multimodal, a wholly owned subsidiary of TREL, to the Investor.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
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 SPA has been executed by and amongst BRE Asia Urban Holdings Ltd, Transindia Real Estate Limited, Allcargo Logistics Limited and Allcargo Multimodal Private Limited on February 28, 2024 to divest 2,24,05,002 equity shares (100% of the equity shareholding) held by Transindia Real Estate Limited in Allcargo Multimodal Private Limited, a wholly owned subsidiary of Transindia Real Estate Limited, to BRE Asia Urban Holdings Ltd in accordance with the provisions of the Companies Act, 2013 for INR 2,457,752,402 (Indian Rupees Two billion four hundred fifty seven million seven hundred fifty two thousand four hundred two). Upon conclusion of the transaction, TREL will cease to hold any equity shares in Multimodal.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any	<ul style="list-style-type: none"><li>Transindia Real Estate Limited, Promoter Group Entity</li></ul>

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	manner. If yes, nature of relationship	<ul style="list-style-type: none"> <li>Allcargo Multimodal Private Limited, Promoter Group Entity</li> </ul> <p>The Investor is not related to the promoter / promoter group / group companies in any manner.</p>
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	<p>Pursuant to the Scheme of Arrangement and Demerger (Scheme of Arrangement) executed by and amongst Allcargo, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Multimodal by Allcargo were transferred to TREL.</p> <p>Further, under the SPA, TREL and Allcargo shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by the TREL. Further, this transaction is on an arm length basis.</p>
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	No issuance of shares by / to the Company.
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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

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## Annexure B

### Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Allcargo Multimodal Private Limited (" <b>Multimodal</b> ") and Allcargo Logistics Limited (" <b>Allcargo</b> ")
	b. Relationship with listed Entity	Transindia Real Estate Limited and Allcargo Multimodal Private Limited are Promoter Group Entities. Investor is not related to the Company.
2.	Purpose of entering into an agreement;	<p>A Framework Agreement was executed on 13 January 2020 (as modified, amended and supplemented from time to time) by and among Multimodal, Allcargo Inland Park Private Limited, Allcargo Logistics &amp; Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited, Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited, Panvel Warehousing Private Limited, Malur Logistics and Industrial Parks Private Limited (collectively, "<b>AMC Companies</b>"), Allcargo Logistics Limited ("<b>Allcargo</b>") and the Investor, for transfer of controlling stake in the AMC Companies subject to the satisfaction of the closing conditions and achievement of certain milestones.</p> <p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited ("<b>Allcargo</b>"), Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Allcargo Multimodal Private Limited ("<b>Multimodal</b>") by Allcargo were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Multimodal Share Purchase Agreement ("<b>SPA</b>") with the Company, TREL, the Investor and Multimodal, via board resolution dated February 12, 2024. Accordingly, TREL has agreed to sell 2,24,05,002 (Two crore twenty-four lakh five thousand two) equity shares (representing 100% (One hundred per cent) of the equity share capital) of Multimodal to the Investor.</p> <p>Now, the SPA has been entered into for the sale / transfer / disposal of 100% of the equity</p>

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		shareholding of TREL in Multimodal, a wholly owned subsidiary of TREL, to the Investor.
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	The SPA has been executed by and amongst BRE Asia Urban Holdings Ltd, Transindia Real Estate Limited, Allcargo Logistics Limited and Allcargo Multimodal Private Limited on February 27, 2024 to divest 2,24,05,002 equity shares (100% of the equity shareholding) held by Transindia Real Estate Limited in Allcargo Multimodal Private Limited, a wholly owned subsidiary of Transindia Real Estate Limited, to BRE Asia Urban Holdings Ltd in accordance with the provisions of the Companies Act, 2013 for INR 2,457,752,402 (Indian Rupees Two billion four hundred fifty seven million seven hundred fifty two thousand four hundred two). Upon conclusion of the transaction, TREL will cease to hold any equity shares in Multimodal.
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.
6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Company and TREL shall be jointly and severally liable for any representation, warranty, obligations, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by TREL.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	TREL and AMPL are the promoter group entites of the Company.  The Investor is not related to the Company or Promoter Group.
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Pursuant to the Scheme of Arrangement and Demerger (Scheme of Arrangement) executed by and amongst Allcargo, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Multimodal by Allcargo were transferred to TREL.  Further, under the SPA, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by TREL.. Further, this transaction is on an arm length basis.

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	In case of issuance of shares to the parties, details of issue price, class of shares issued;	No issuance of shares by / to the Company
<b>9.</b>	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;	Not Applicable
<b>10.</b>	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

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February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“Company”); this is to inform you that:

- (i) pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has executed the Malur Securities Subscription and Purchase Agreement (“**Malur SSPA**”) with Transindia Real estate Limited (“**TREL**”), BRE Asia Urban Holdings Ltd (“**Investor**”) and Malur Logistics and Industrial Parks Private Limited (“**Malur**”). Further, TREL has agreed to sell 20,000 (Twenty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Malur to the Investor (“**Transaction**”) on February 28, 2024.
- (ii) upon conclusion of the Transaction, TREL will cease to hold any equity shares in Malur; and
- (iii) As per the Malur SSPA, TREL and the Company shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by TREL.
- (iv) the Investor does not belong to the promoter / promoter group.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are set out in “**Annexure A**” and “**Annexure B**”, respectively.

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The above information will also be available on the website of the Company <https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM  
MOJIDRA

Digitally signed by DEVANAND  
PARSHOTTAM MOJIDRA  
Date: 2024.02.28 22:52:57  
+05'30'

**Devanand Mojidra**  
**Company Secretary & Compliance Officer**  
**Membership No.: A14644**

Encl.: a/a

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**Annexure A**

**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Malur Logistics and Industrial Parks Private Limited (" <b>Malur</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ")
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and Transindia Real Estate Limited ("<b>TREL</b>"), as sanctioned by the National Company Law Tribunal dated January 5, 2023, all equity shares and optionally convertible debentures held in Malur Logistics and Industrial Parks Private Limited ("<b>Malur</b>") by Allcargo were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Malur Securities Subscription and Purchase Agreement ("<b>Malur SSPA</b>") with TREL, the Company, the Investor and Malur, via board resolution dated February 12, 2024. Accordingly, TREL has agreed to sell 20,000 (Twenty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Malur to the Investor.</p> <p>Now, the Malur SSPA executed amongst the Company, TREL, the Investor and Malur has been entered into for the sale / transfer / disposal of 10% (Ten per cent) of the equity shareholding of TREL in Malur, to the Investor.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
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 Malur SSPA has been executed by and amongst BRE Asia Urban Holdings Ltd, Transindia Real Estate Limited, Allcargo Logistics Limited and Malur Logistics and Industrial Parks Private Limited to sell 20,000 (Twenty thousand) equity shares (representing 10% of the equity shareholding) held by Transindia Real Estate Limited in Malur Logistics and Industrial Parks Private Limited to BRE Asia Urban Holdings Ltd accordance with the provisions of Companies Act, 2013 for INR 286,800 (Indian Rupees Two Lakhs Eighty Six Thousand Eight Hundred). Upon conclusion of the transaction, Transindia Real Estate Limited will cease to hold any equity shares in Malur Logistics and Industrial Parks Private Limited.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	<p>The Investor and Malur are not related to the Company or its promoters.</p> <p>Transindia Real Estate Limited is a Promoter Group entity.</p>

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6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length;	<p>Pursuant to the Scheme of Arrangement and Demerger (Scheme of Arrangement) executed by and amongst Allcargo, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Malur by the Company were transferred to TREL.</p> <p>Further, under the Malur SSPA, TREL and the Company shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur SSPA that is expressed to be made, undertaken, performed or given by TREL. Further, this transaction is on an arm length basis.</p>
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

**ALLCARGO LOGISTICS LIMITED**

## **Annexure B**

### **Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Malur Logistics and Industrial Parks Private Limited (" <b>Malur</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ")
	b. Relationship with listed Entity	Transindia Real Estate Limited is Promoter Group Entity. The Investor and Malur are not related to the Company or its promoters.
2.	Purpose of entering into an agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and Transindia Real Estate Limited ("<b>TREL</b>"), as sanctioned by the National Company Law Tribunal dated January 5, 2023, all equity shares and optionally convertible debentures held in Malur Logistics and Industrial Parks Private Limited ("<b>Malur</b>") by Allcargo were transferred to the TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Malur Securities Subscription and Purchase Agreement ("<b>Malur SSPA</b>") with TREL, the Company, the Investor and Malur, via board resolution dated February 12, 2024. Accordingly, TREL has agreed to sell 20,000 (Twenty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Malur to the Investor.</p> <p>Now, the Malur SSPA executed amongst the Company, TREL, the Investor and Malur has been entered into for the sale / transfer / disposal of 10% (Ten per cent) of the equity shareholding of TREL in Malur, to the Investor.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	The Malur SSPA has been executed by and amongst BRE Asia Urban Holdings Ltd, Transindia Real Estate Limited, Allcargo Logistics Limited and Malur Logistics and Industrial Parks Private Limited to sell 20,000 (Twenty thousand) equity shares (representing 10% of the equity shareholding) held by Transindia Real Estate Limited in Malur Logistics and Industrial Parks Private Limited to BRE Asia Urban Holdings Ltd accordance with the provisions of Companies Act, 2013 for INR 286,800 (Indian Rupees Two Lakhs Eighty Six Thousand Eight Hundred). Upon conclusion of the transaction, Transindia Real Estate Limited will cease to hold any

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		equity shares in Malur Logistics and Industrial Parks Private Limited.
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.
6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Company and TREL shall be jointly and severally liable for any representation, warranty, obligations, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by TREL
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Transindia Real Estate Limited is a promoter group of Company. The Investor and Malur are not related to the Company or its promoters.
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Pursuant to the Scheme of Arrangement and Demerger ( <b>Scheme of Arrangement</b> ) executed by and amongst Allcargo, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 05, 2023, all equity shares and optionally convertible debentures held in Malur by Allcargo were transferred to TREL.  Further, under the Malur SSPA, TREL and Allcargo shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur SSPA that is expressed to be made, undertaken, performed or given by the TREL. Further, this transaction is on an arm length basis.
9.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	No issuance is being made to the Company pursuant to the Malur Securities Subscription and Purchase Agreement.
10.	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;	Not Applicable
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

**ALLCARGO LOGISTICS LIMITED**

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T: +91 22 6679 8110 | [www.allcargologistics.com](http://www.allcargologistics.com) | CIN: L63010MH2004PLC073508 | GSTN: 27AACCA2894D1Z5

e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)



Ingenuity In Motion

February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“Company”); this is to inform you that:

- (i) pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has entered into the Securities Subscription and Purchase Agreement (“**SSPA**”) with Transindia Real Estate Limited (“**TREL**”), Allcargo Logistics & Industrial Park Private Limited (“**ALIPPL**”), Venkatapura Logistics and Industrial Parks Private Limited (“**Venkatapura**”), Kalina Warehousing Private Limited (“**Kalina**”), Panvel Warehousing Private Limited (“**Panvel**”), Allcargo Logistics Limited, Horizon Industrial Parks Private Limited (“**HIPPL**”) and BRE Asia Urban Holdings Ltd (“**Investor**”). Further TREL has agreed to sell: (A) (i) 180,000 (One hundred eighty thousand) equity shares (representing 10% of the equity share capital) of ALIPPL, (ii) 20,000 (Twenty thousand) equity shares (representing 10% of the equity share capital) of Venkatapura, and (iii) 10,000 (Ten thousand) equity shares (representing 10% of the equity share capital) of Kalina; in each case to the Investor; and (B) 10,000 (Ten thousand) equity shares (representing 10% of the equity share capital) of Panvel, to HIPPL (collectively, “**Transaction**”) on February 28, 2024;
- (ii) upon conclusion of the Transaction, TREL will cease to hold any equity shares in above mentioned companies; and
- (iii) As per SSPA, TREL and the Company shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SPA that is expressed to be made, undertaken, performed or given by TREL.
- (iv) the Investor and HIPPL are not related to the Company.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are set out in “**Annexure A**” and “**Annexure B**”, respectively.

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The above information will also be available on the website of the Company <https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM  
MOJIDRA

Digitally signed by DEVANAND  
PARSHOTTAM MOJIDRA  
Date: 2024.02.28 22:53:45  
+05'30'

**Devanand Mojidra**  
**Company Secretary & Compliance Officer**  
**Membership No.: A14644**

**Encl.: a/a**



Ingenuity In Motion

**Annexure A**

**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Limited (" <b>Investor</b> "), Allcargo Logistics & Industrial Park Private Limited (" <b>ALIPPL</b> "), Venkatapura Logistics and Industrial Parks Private Limited (" <b>Venkatapura</b> "), Kalina Warehousing Private Limited (" <b>Kalina</b> "), Panvel Warehousing Private Limited (" <b>Panvel</b> "), TREL and Horizon Industrial Parks Private Limited (" <b>HIPPL</b> ")
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by Allcargo were transferred to Transindia Real Estate Limited ("<b>TREL</b>").</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of a Securities Subscription and Purchase Agreement ("<b>SSPA</b>") with Allcargo Logistics &amp; Industrial Park Private Limited ("<b>ALIPPL</b>"), Venkatapura Logistics and Industrial Parks Private Limited ("<b>Venkatapura</b>"), Kalina Warehousing Private Limited ("<b>Kalina</b>"), Panvel Warehousing Private Limited ("<b>Panvel</b>") (collectively, "Project Companies"), TREL, Horizon Industrial Parks Private Limited ("<b>HIPPL</b>") and BRE Asia Urban Holdings Ltd ("<b>Investor</b>"), via board resolution dated February 12, 2024. Accordingly the TREL has agreed to sell: (A) (i) 180,000 (One hundred eighty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of ALIPPL, (ii) 20,000 (Twenty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Venkatapura, and (iii) 10,000 (Ten thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Kalina, each to the Investor; and (B) 10,000 (Ten thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Panvel, to HIPPL (collectively, "<b>Transaction</b>").</p> <p>Now, the SSPA has been entered into for the sale / transfer / disposal of 10% equity shareholding held by TREL in each of ALIPPL, Venkatapura, Kalina to the Investor and Panvel to HIPPL (as mentioned above).</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL

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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 SSPA has been executed by and amongst BRE Asia Urban Holdings Ltd, Allcargo Logistics Limited, Transindia Real Estate Limited, Allcargo Logistics & Industrial Park Private Limited (“ <b>ALIPPL</b> ”), Venkatapura Logistics and Industrial Parks Private Limited (“ <b>Venkatapura</b> ”), Panvel Warehousing Private Limited (“ <b>Panvel</b> ”), Horizon Industrial Parks Private Limited and Kalina Warehousing Private Limited (“ <b>Kalina</b> ”) on February 28, 2024. Accordingly TREL has agreed to divest: (A) (i) 180,000 (One hundred eighty thousand) equity shares of ALIPPL for INR 40,692,720 (Indian Rupees Forty million six hundred ninety two thousand seven hundred twenty), (ii) 20,000 (Twenty thousand) equity shares of Venkatapura for INR 4,284,600 (India Rupees Four million two hundred eighty four thousand six hundred), and (iii) 10,000 (Ten thousand) equity shares of Kalina for INR 100,000 (Indian Rupees One hundred thousand), equating to 10% equity shares held by Transindia Real Estate Limited in each the above entities to BRE Asia Urban Holdings Ltd; and (D) 10,000 (Ten thousand) equity shares of Panvel for INR 100,000 (Indian Rupees One hundred thousand), equating to 10% equity shares held by Transindia Real Estate Limited in the entity to Horizon Industrial Parks Private Limited, in accordance with the provisions of the Companies Act 2013. Upon conclusion of the transaction, TREL will cease to hold any equity shares in ALIPPL, Venkatapura, Panvel and Kalina.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Transindia Real Estate Limited is a Promoter Group entity.  The Investor, Project Companies and HIPPL are not related to the Company or its promoters.
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Pursuant to the Scheme of Arrangement and Demerger (Scheme of Arrangement) executed by and amongst Allcargo, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Kalina, Panvel by the Company were transferred to TREL.  Further, under the SSPA, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SSPA that is expressed to be made, undertaken, performed or given by TREL. Further, this transaction is on an arm length basis.
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	No issuance of shares to/by the Company.

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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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

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## Annexure B

### Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Allcargo Logistics & Industrial Park Private Limited (" <b>ALIPPL</b> "), Venkatapura Logistics and Industrial Parks Private Limited (" <b>Venkatapura</b> "), Kalina Warehousing Private Limited (" <b>Kalina</b> "), Panvel Warehousing Private Limited (" <b>Panvel</b> "), TREL and Horizon Industrial Parks Private Limited (" <b>HIPPL</b> ")
	b. Relationship with listed Entity	Transindia Real Estate Limited is the Promoter Group Entity. The Investor, Project Companies and HIPPL are not related to the Company or its promoters.
2.	Purpose of entering into an agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by Allcargo were transferred to Transindia Real Estate Limited ("<b>TREL</b>").</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of a Securities Subscription and Purchase Agreement ("<b>SSPA</b>") with Allcargo Logistics &amp; Industrial Park Private Limited ("<b>ALIPPL</b>"), Venkatapura Logistics and Industrial Parks Private Limited ("<b>Venkatapura</b>"), Kalina Warehousing Private Limited ("<b>Kalina</b>"), Panvel Warehousing Private Limited ("<b>Panvel</b>") (collectively, "Project Companies"), TREL, Horizon Industrial Parks Private Limited ("<b>HIPPL</b>") and BRE Asia Urban Holdings Ltd ("<b>Investor</b>"), via board resolution dated February 12, 2024. Accordingly, the TREL has agreed to divest: (A) (i) 180,000 (One hundred eighty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of ALIPPL, (ii) 20,000 (Twenty thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Venkatapura, and (iii) 10,000 (Ten thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Kalina, each to the Investor; and (B) 10,000 (Ten thousand) equity shares (representing 10% (Ten per cent) of the equity share capital) of Panvel, to HIPPL (collectively, "<b>Transaction</b>").</p>

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		Now, the SSPA has been entered into for the sale / transfer / disposal of 10% equity shareholding held by the TREL in each of ALIPPL, Venkatapura, Kalina to the Investor and Panvel to HIPPL (as mentioned above).
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	The SSPA has been executed by and amongst BRE Asia Urban Holdings Ltd, Allcargo Logistics Limited, Transindia Real Estate Limited, Allcargo Logistics & Industrial Park Private Limited (" <b>ALIPPL</b> "), Venkatapura Logistics and Industrial Parks Private Limited (" <b>Venkatapura</b> "), Panvel Warehousing Private Limited (" <b>Panvel</b> "), Horizon Industrial Parks Private Limited and Kalina Warehousing Private Limited (" <b>Kalina</b> ") on February 28, 2024. Accordingly, TREL has agreed to divest: (A) (i) 180,000 (One hundred eighty thousand) equity shares of ALIPPL for INR 40,692,720 (Indian Rupees Forty million six hundred ninety two thousand seven hundred twenty), (ii) 20,000 (Twenty thousand) equity shares of Venkatapura for INR 4,284,600 (India Rupees Four million two hundred eighty four thousand six hundred), and (iii) 10,000 (Ten thousand) equity shares of Kalina for INR 100,000 (Indian Rupees One hundred thousand), equating to 10% equity shares held by Transindia Real Estate Limited in each the above entities to BRE Asia Urban Holdings Ltd; and (D) 10,000 (Ten thousand) equity shares of Panvel for INR 100,000 (Indian Rupees One hundred thousand), equating to 10% equity shares held by Transindia Real Estate Limited in the entity to Horizon Industrial Parks Private Limited, in accordance with the provisions of the Companies Act 2013. Upon conclusion of the transaction, TREL will cease to hold any equity shares in ALIPPL, Venkatapura, Panvel and Kalina.
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.
6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SSPA that is expressed to be made, undertaken, performed or given by TREL.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Transindia Real Estate Limited is a promoter group of Company. The Investor, Project Companies and HIPPL are not related to the Company or its promoters.
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Pursuant to the Scheme of Arrangement and Demerger ( <b>Scheme of Arrangement</b> ) executed by and amongst Allcargo, Allcargo Terminals Limited and TREL, as sanctioned by the National

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		<p>Company Law Tribunal on January 05, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Kalina, Panvel by the Company were transferred to the TREL.</p> <p>Further, under the Securities Subscription and Purchase Agreement (as amended, modified and supplemented from time to time) (“SSPA”), the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SSPA that is expressed to be made, undertaken, performed or given by the Company. Further, this transaction is on an arm length basis.</p>
9.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	No issuance of shares to/by the Company
10.	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;	Not Applicable
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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



Ingenuity In Motion

February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“Company”); this is to inform you that pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has entered into a Deed of Adherence dated 28 February, 2024, (“**Malur IA DOA**”) to the Investment Agreement dated 13 January, 2020 (as amended, modified and supplemented from time to time) executed by and among BRE Asia Urban Holdings Limited, Transindia Real Estate Limited (“**TREL**”) the Company and Malur Logistics and Industrial Parks Private Limited.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are set out in “**Annexure A**” and “**Annexure B**”, respectively.

The above information will also be available on the website of the Company <https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM  
MOJIDRA

Digitally signed by DEVANAND  
PARSHOTTAM MOJIDRA  
Date: 2024.02.28 23:02:48  
+05'30'

**Devanand Mojidra**

**Company Secretary & Compliance Officer**

**Membership No.: A14644**

**Encl.: a/a**

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Ingenuity In Motion

**Annexure A**

**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Malur Logistics and Industrial Parks Private Limited (" <b>Malur</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ")
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst the Company, Allcargo Terminals Limited and TREL as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertaking by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of a Deed of Adherence ("<b>Malur IA DOA</b>") to the Investment Agreement dated 13 January 2020 executed by and among the Investor, the Company and Malur, <i>via</i> board resolution dated February 12, 2024.</p> <p>Now, the parties have entered into the Malur IA DOA to record their understanding in relation to the inclusion of TREL as a party to the Investment Agreement dated 13 January, 2020 executed by the Investor, the Company and Malur ("<b>Malur Investment Agreement</b>").</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
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;	<p>The Malur IA DOA has been executed for the inclusion of TREL as a party to the Malur Investment Agreement.</p> <p>TREL shall be bound by all the rights, duties and obligations of the Company under the Malur Investment Agreement.</p>
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Transindia Real Estate Limited is Promoter Group Entity. Investor and Malur are not related to the Company or Promoter Group.
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	<p>Pursuant to the Scheme of Arrangement and Demerger (<b>Scheme of Arrangement</b>) executed by and amongst the Company, TREL and Allcargo Terminals Limited, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Malur by the Company were transferred to TREL.</p> <p>Further, under Deed of Adherence ("pursuant Malur IA DOA"), TREL shall be included as a party to the Malur</p>

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		Investment Agreement dated 13 January 2020, and shall be bound by all the rights, duties and obligations of the Company. Further, TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur IA DOA that is expressed to be made, undertaken, performed or given by the Company under the Malur Investment Agreement. Further, this transaction is on an arm length basis.
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to the Malur IA DOA.
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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

## Annexure B

### Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Malur Logistics and Industrial Parks Private Limited (" <b>Malur</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ")
	b. Relationship with listed Entity	Transindia Real Estate Limited is Promoter Group Entity. Investor and Malur are not related to the Company or Promoter Group.
2.	Purpose of entering into an agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger (<b>Scheme of Arrangement</b>) executed by and amongst the Company, Allcargo Terminals Limited and TREL as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Malur by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of a Deed of Adherence ("<b>Malur IA DOA</b>") to the Investment Agreement dated January 13, 2020 executed by and among the Investor, TREL and Malur via board resolution dated February 12, 2024.</p> <p>Now, the parties have entered into the Malur IA DOA to record their understanding in relation to the inclusion of TREL as a party to the Investment Agreement dated 13 January, 2020 executed by the Investor, the Company, and Malur Logistics and Industrial Parks Private Limited ("<b>Malur Investment Agreement</b>").</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	<p>The Malur IA DOA has been executed for the inclusion of TREL as a party to the Malur Investment Agreement.</p> <p>TREL shall be bound by all the rights, duties and obligations of the Company under the Malur Investment Agreement.</p>
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.
6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Malur IA DOA is entered for the inclusion of TREL as a party to the Malur Investment Agreement.

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		TREL shall be bound by all the rights, duties and obligations of the Company under the Malur Investment Agreement.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Transindia Real Estate Limited is a promoter group of Company. Investor and Malur are not related to the Company or Promoter Group of the Company.
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length;	Pursuant to the Scheme of Arrangement and Demerger ( <b>Scheme of Arrangement</b> ) executed by and amongst the Company, Allcargo Terminals Limited and TREL as sanctioned by the National Company Law Tribunal on January 05, 2023, all equity shares and optionally convertible debentures held in Malur by the Company were transferred to TREL.  Pursuant to the Deed of Adherence (" <b>Malur IA DOA</b> "), TREL shall be included as a party to the Malur Investment Agreement dated January 13, 2020, and shall be bound by all the rights, duties and obligations of the Company. Further, TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur IA DOA that is expressed to be made, undertaken, performed or given by Company under the Malur Investment Agreement. Further, this transaction is on an arm length basis.
9.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to the Malur IA DOA.
10.	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;	Not Applicable
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

**ALLCARGO LOGISTICS LIMITED**

February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“Company”); this is to inform you that, pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has entered into a Deed of Adherence dated February 28, 2024 (“**Project Companies DOA**”) to the Securities Subscription and Purchase Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) executed by and among BRE Asia Urban Holdings Limited, Transindia Real Estate Limited (“**TREL**”), Allcargo Logistics & Industrial Park Private Limited, Madanahatti Logistics And Industrial Parks Private Limited, Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited and Panvel Warehousing Private Limited.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are set out in “**Annexure A**” and “**Annexure B**”, respectively.

The above information will also be available on the website of the Company <https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM MOJIDRA  
PARSHOTTAM MOJIDRA  
Digitally signed by DEVANAND  
PARSHOTTAM MOJIDRA  
Date: 2024.02.28 23:01:52  
+05'30'

**Devanand Mojidra**  
**Company Secretary & Compliance Officer**  
**Membership No.: A14644**

**Encl.: a/a**

**ALLCARGO LOGISTICS LIMITED**

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Ingenuity In Motion

**Annexure A**

**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Allcargo Logistics & Industrial Park Private Limited (" <b>ALIPPL</b> "), Venkatapura Logistics and Industrial Parks Private Limited (" <b>Venkatapura</b> "), Kalina Warehousing Private Limited (" <b>Kalina</b> "), Panvel Warehousing Private Limited (" <b>Panvel</b> "), Allcargo and Madanahatti Logistics And Industrial Parks Private Limited (" <b>Madanahatti</b> ") and Transindia Real Estate Limited (" <b>TREL</b> ").
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited ("<b>Allcargo</b>"), Allcargo Terminals Limited and Transindia Real Estate Limited ("<b>Company</b>"), as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of a Deed of Adherence ("<b>Project Companies DOA</b>") to the Securities Subscription and Purchase Agreement dated January 13, 2020, executed by and among Investor, Allcargo, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel, via board resolution dated February 12, 2024.</p> <p>Now the parties have entered into the Project Companies DOA to record their understanding in relation to the inclusion of TREL as a party to the Securities Subscription and Purchase Agreement ("<b>Project Companies SSPA</b>") dated January 13, 2020 executed by and among the Investor, the Company, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
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;	<p>The Project Companies DOA has been executed for the inclusion of the TREL as a party to the Project Companies SSPA.</p> <p>TREL shall be bound by all the rights, duties and obligations of the Company under the Project Companies SSPA</p>

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e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)



5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Investor, ALIPPL, Venkatapura, Kalina, and Panvel are not related to Company or its promoter group.  Transindia Real Estate Limited and Madanahatti are the promoter group of Company
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length;	Pursuant to the Scheme of Arrangement and Demerger ( <b>Scheme of Arrangement</b> ) executed by and amongst the Company, Allcargo Terminals Limited and TREL as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Kalina, Panvel by the Company were transferred to TREL.  Further, pursuant to the Project Companies DOA, TREL shall be included as a party to the Project Companies SSPA and shall be bound by all the rights, duties and obligations of the Company under the Project Companies SSPA. Further, this transaction is on an arm length basis.
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to the Fourth Amendment Agreement.
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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

**ALLCARGO LOGISTICS LIMITED**

## Annexure B

### Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Allcargo Logistics & Industrial Park Private Limited (" <b>ALIPPL</b> "), Venkatapura Logistics and Industrial Parks Private Limited (" <b>Venkatapura</b> "), Kalina Warehousing Private Limited (" <b>Kalina</b> "), Panvel Warehousing Private Limited (" <b>Panvel</b> "), Allcargo and Madanahatti Logistics and Industrial Parks Private Limited (" <b>Madanahatti</b> ") and Transindia Real estate Limited (" <b>TREL</b> ")
	b. Relationship with listed Entity	Investor, ALIPPL, Venkatapura, Kalina, and Panvel are not related to Company or its promoter group.  Transindia Real Estate Limited and Madanahatti are the promoter group of Company
2.	Purpose of entering into an agreement;	Pursuant to the Scheme of Arrangement and Demerger executed by and amongst the Company, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by the Company were transferred to TREL.  The Board of Directors of the Company had approved the execution, delivery and performance of a Deed of Adherence (" <b>Project Companies DOA</b> ") to the Securities Subscription and Purchase Agreement dated January 13, 2020 executed by and among Investor, Allcargo, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel, via board resolution dated February 12, 2024.  Now the parties have entered into the Project Companies DOA to record their understanding in relation to the inclusion of TREL as a party to the Securities Subscription and Purchase Agreement (" <b>Project Companies SSPA</b> ") dated 13 January, 2020 executed by and among the Investor, the Company, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel.
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	The Project Companies DOA has been executed for the inclusion of TREL as a party to the Project Companies SSPA.

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e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)

		TREL shall be bound by all the rights, duties and obligations of the Company under the Project Companies SSPA.
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.
6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Project Companies DOA is entered for the inclusion of TREL as a party to the Project Companies SSPA.  TREL shall be bound by all the rights, duties and obligations of the Company under the Project Companies SSPA.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Investor, ALIPPL, Venkatapura, Kalina, and Panvel are not related to Company or its promoter group.  Transindia Real Estate Limited and Madanahatti are the promoter group of Company
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length;	Pursuant to the Scheme of Arrangement and Demerger <b>(Scheme of Arrangement)</b> executed by and amongst the Company, Allcargo Terminals Limited and TREL as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Kalina, Panvel by the Company were transferred to TREL.  Further, pursuant to the Project Companies DOA, TREL shall be included as a party to the Project Companies SSPA and shall be bound by all the rights, duties and obligations of the Company under the Project Companies SSPA. Further, this transaction is on an arm length basis.
9.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to the Project Companies DOA.
10.	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;	Not Applicable
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

**ALLCARGO LOGISTICS LIMITED**

February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“**Company**”); this is to inform you that, pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has entered into Third Amendment (“**Third Amendment Agreement**”) to the Securities Subscription and Purchase Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) (“**Project Companies SSPA**”) with BRE Asia Urban Holdings Limited (“**Investor**”), TransIndia Real Estate Limited (“**TREL**”), Allcargo Logistics & Industrial Park Private Limited (“**ALIPPL**”), Madanahatti Logistics and Industrial Parks Private Limited (“**Madanahatti**”), Venkatapura Logistics and Industrial Parks Private Limited (“**Venkatapura**”), Kalina Warehousing Private Limited (“**Kalina**”) and Panvel Warehousing Private Limited (“**Panvel**”) (ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel shall collectively be referred to as the “**Project Companies**”) executed on February 28, 2024, pursuant to which *inter alia*:

- (i) Madanahatti shall be removed as a ‘Party’ to the Project Companies SSPA. However, the removal of Madanahatti as a ‘Party’ to the Project Companies SSPA shall not relieve Madanahatti of any obligations or liabilities accrued prior to the date of this Third Amendment Agreement; and
- (i) As per the Third Amendment Agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies that is expressed to be made, undertaken, performed or given by the Company.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are set out in “**Annexure A**” and “**Annexure B**”, respectively.

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**ALLCARGO LOGISTICS LIMITED**

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e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)

The above information will also be available on the website of the Company  
<https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM  
MOJIDRA

Digitally signed by  
DEVANAND PARSHOTTAM  
MOJIDRA  
Date: 2024.02.28 22:54:52  
+05'30'

**Devanand Mojidra**

**Company Secretary & Compliance Officer**

**Membership No.: A14644**

**Encl.: a/a**



Ingenuity In Motion

**Annexure A**

**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Limited (" <b>Investor</b> "), TransIndia Real Estate Limited (" <b>TREL</b> "), Allcargo Logistics & Industrial Park Private Limited (" <b>ALIPPL</b> "), Madanahatti Logistics and Industrial Parks Private Limited (" <b>Madanahatti</b> "), Venkatapura Logistics and Industrial Parks Private Limited (" <b>Venkatapura</b> "), Kalina Warehousing Private Limited (" <b>Kalina</b> "), and Panvel Warehousing Private Limited (" <b>Panvel</b> ") (ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel shall collectively be referred to as the " <b>Project Companies</b> ")
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and Transindia Real Estate Limited ("<b>TREL</b>"), as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Third Amendment ("<b>Third Amendment Agreement</b>") to the Securities Subscription and Purchase Agreement dated 13 January, 2020 (as amended, modified and supplemented from time to time) ("<b>Project Companies SSPA</b>") with the Investor, TREL, Allcargo Logistics &amp; Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited ("<b>Madanahatti</b>"), Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited, and Panvel Warehousing Private Limited, via board resolution dated February 12, 2024.</p> <p>Now the parties have entered into the Third Amendment Agreement to record their understanding in relation to <i>inter alia</i> remove Madanahatti as a 'Party' to the Project Companies SSPA.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance	On and from the date of the Third Amendment Agreement, Madanahatti shall be deemed to no longer be a 'Party' to the Project Companies SSPA. Further, the Company and TREL shall now be jointly and severally liable for any representation, warranty,

**ALLCARGO LOGISTICS LIMITED**

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e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)

	of shares, right to restrict any change in capital structure etc;	obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	<p>The Investor, Project Companies (excluding Madanahatti) are not related to the Company or its promoter group.</p> <p>Transindia Real Estate Limited and Madanahatti are Promoter Group entities.</p>
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length;	<p>Pursuant to the Scheme of Arrangement and Demerger (Scheme of Arrangement) executed by and amongst the Company, TREL and Allcargo Terminals Limited as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Panvel and Kalina by the Company were transferred to TREL.</p> <p>Further, pursuant to the Third Amendment Agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company. Further, this transaction is on an arm length basis.</p>
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to the Third Amendment Agreement.
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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

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## Annexure B

### Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (“ <b>Investor</b> ”), TransIndia Real Estate Limited (“ <b>TREL</b> ”), Allcargo Logistics & Industrial Park Private Limited (“ <b>ALIPPL</b> ”), Madanahatti Logistics and Industrial Parks Private Limited (“ <b>Madanahatti</b> ”), Venkatapura Logistics and Industrial Parks Private Limited (“ <b>Venkatapura</b> ”), Kalina Warehousing Private Limited (“ <b>Kalina</b> ”), and Panvel Warehousing Private Limited (“ <b>Panvel</b> ”) (ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel shall collectively be referred to as the “ <b>Project Companies</b> ”)
	b. Relationship with listed Entity	The Investor, Project Companies (excluding Madanahatti) are not related to the Company or its promoter group.  Transindia Real Estate Limited and Madanahatti are Promoter Group entities.
2.	Purpose of entering into an agreement;	Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the “ <b>Company</b> ”), Allcargo Terminals Limited and Transindia Real Estate Limited (“ <b>TREL</b> ”), as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by the Company were transferred to TREL.  The Board of Directors of the Company had approved the execution, delivery and performance of the Third Amendment (“ <b>Third Amendment Agreement</b> ”) to the Securities Subscription and Purchase Agreement dated 13 January, 2020 (as amended, modified and supplemented from time to time) (“ <b>Project Companies SSPA</b> ”) with the Investor, TREL, Allcargo Logistics & Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited (“ <b>Madanahatti</b> ”), Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited, and Panvel Warehousing Private Limited, via board resolution dated February 12, 2024.

#### ALLCARGO LOGISTICS LIMITED

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e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)



		Now the parties have entered into the Third Amendment Agreement to record their understanding in relation to <i>inter alia</i> remove Madanahatti as a 'Party' to the Project Companies SSPA.
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	On and from the date of the Third Amendment Agreement, Madanahatti shall be deemed to no longer be a 'Party' to the Project Companies SSPA.  Further, the Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company.
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.
6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SSPA that is expressed to be made, undertaken, performed or given by the Company.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Investor, Project Companies (excluding Madanahatti) are not related to the Company or its promoter group.  Transindia Real Estate Limited and Madanahatti are Promoter Group entities.
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Pursuant to the Scheme of Arrangement and Demerger (Scheme of Arrangement) executed by and amongst the Company, TREL and Allcargo Terminals Limited as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Allcargo Logistics & Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited, Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited, and Panvel Warehousing Private Limited by the Company were transferred to TREL.  Further, pursuant to the Third Amendment Agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company. Further, this transaction is on an arm length basis.
9.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	No issuance of shares.

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e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)

10.	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;	Not Applicable
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

**ALLCARGO LOGISTICS LIMITED**

Allcargo House, 6<sup>th</sup> Floor, CST Road, Kalina, Santacruz (E), Mumbai - 400 098. Maharashtra. India.  
T: +91 22 6679 8110 | [www.allcargologistics.com](http://www.allcargologistics.com) | CIN: L63010MH2004PLC073508 | GSTN: 27AACCA2894D1ZS  
e-mail id: [investor.relations@allcargologistics.com](mailto:investor.relations@allcargologistics.com)

February 28, 2024

<b>To,</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 <b>BSE Scrip Code: 532749</b>	<b>To,</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 <b>NSE Symbol: ALLCARGO</b>
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Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

In accordance with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “**Listing Regulations**”) read with (a) Paragraph A, Part A Clause 5 & Clause 5A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Allcargo Logistics Limited (“Company”); this is to inform you that, pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has entered into a Fourth Amendment Agreement to the Investment Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) executed by and among BRE Asia Urban Holdings Ltd, Transindia Real Estate Limited (“**TREL**”) and Malur Logistics and Industrial Parks Private Limited (“**Malur**”) to record their understanding on the amendment of certain terms of the Investment Agreement on February 28, 2024.

Details as required under Regulation 30 clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are set out in “**Annexure A**” and “**Annexure B**”, respectively.

The above information will also be available on the website of the Company <https://www.allcargologistics.com>.

Kindly take the same on record.

Thanking you,

Yours faithfully

**For Allcargo Logistics Limited**

DEVANAND  
PARSHOTTAM  
MOJIDRA

Digitally signed by DEVANAND  
PARSHOTTAM MOJIDRA  
Date: 2024.02.28 22:55:33  
+05'30'

**Devanand Mojidra**  
**Company Secretary & Compliance Officer**  
**Membership No.: A14644**

**Encl.: a/a**

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**Annexure A**
**Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023**

S.No.	Particulars	Details
1.	Name of Party with whom the agreement is entered;	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Malur Logistics and Industrial Parks Private Limited (" <b>Malur</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ").
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and Transindia Real Estate Limited ("<b>TREL</b>"), as sanctioned by the National Company Law Tribunal dated January 5, 2023, all equity shares and optionally convertible debentures held in Malur Logistics and Industrial Parks Private Limited ("<b>Malur</b>") by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Fourth Amendment ("<b>Fourth Amendment Agreement</b>") to the Investment Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) ("<b>Malur Investment Agreement</b>") executed by and among the Investor, TREL and Malur <i>via</i> board resolution dated February 12, 2024.</p> <p>Now, the parties have entered into the Fourth Amendment Agreement to record their understanding that TREL and the Company shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
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;	Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	<p>Investor and Malur are not related to the Company or its promoter group.</p> <p>Transindia Real Estate Limited is a Promoter Group entity.</p>

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6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length;	<p>Pursuant to the Scheme of Arrangement and Demerger (<b>Scheme of Arrangement</b>) executed by and amongst the Company, Allcargo Terminals Limited and TREL as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Malur by the Company were transferred to TREL.</p> <p>Further, pursuant to the Fourth amendment agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment agreement that is expressed to be made, undertaken, performed or given by the Company. Further, this transaction is on an arm length basis.</p>
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to the Fourth Amendment Agreement.
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;	Not Applicable
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

## Annexure B

### Disclosures pursuant to Regulation 30 of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (" <b>Investor</b> "), Malur Logistics and Industrial Parks Private Limited (" <b>Malur</b> ") and TransIndia Real Estate Limited (" <b>TREL</b> ").
	b. Relationship with listed Entity	Transindia Real Estate Limited is Promoter Group Entity.
2.	Purpose of entering into an agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the "<b>Company</b>"), Allcargo Terminals Limited and Transindia Real Estate Limited ("<b>TREL</b>"), as sanctioned by the National Company Law Tribunal dated January 5, 2023, all equity shares and optionally convertible debentures held in Malur Logistics and Industrial Parks Private Limited ("<b>Malur</b>") by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Fourth Amendment ("<b>Fourth Amendment Agreement</b>") to the Investment Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) ("<b>Malur Investment Agreement</b>") executed by and among the Investor, TREL and Malur via board resolution dated February 12, 2024.</p> <p>Now, the parties have entered into the Fourth Amendment Agreement to record their understanding that TREL and the Company shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	The Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.
5.	Extent and the nature of impact on management or control of the listed entity;	No impact on management or control of the Company.

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6.	Details and quantification of the restriction or liability imposed upon the listed entity;	The Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Investor and Malur are not related to the Company or its promoter group.  Transindia Real Estate Limited is a promoter group of the Company
8.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Pursuant to the Scheme of Arrangement executed by and amongst the Company, Allcargo Terminals Limited and TREL, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in Malur by the Company were transferred to TREL.  Further, pursuant to the Fourth amendment agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment agreement that is expressed to be made, undertaken, performed or given by the Company. Further, this transaction is on an arm length basis.
9.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares pursuant to Fourth Amendment Agreement
10.	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;	Not Applicable
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the 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

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