



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक उद्यम)

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

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सीआरएन/सीएन : L15492WB1924GOI004835

Date: 25th September, 2024

Ref: SECY/Stock Exchange/2024

The Secretary,
National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G
Bandra Kurla Complex
Bandra (E),
Mumbai – 400 051
Company Code: **BALMLAWRIE**

The Secretary,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 400001
Company Code: **523319**

Dear Sir/Madam,

Subject: **Disclosure under Regulation 30 and of Securities and Exchange Board of India ("SEBI") (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") – Approval for providing an Undertaking for infusing funds for meeting shortfall in debt servicing of Loan Facility for the entire tenure of loan of M/s. Visakhapatnam Port Logistics Park Limited – a Subsidiary Company**

In terms of the following applicable provisions of the Listing Regulations, this is to hereby inform that the Board of Directors at its Meeting dated 25th September, 2024, has approved the proposal for providing an Undertaking for infusing funds for meeting shortfall in debt servicing of Loan Facility for the entire tenure of loan of M/s. Visakhapatnam Port Logistics Park Limited, a Subsidiary of Balmer Lawrie & Co. Ltd.:

1. Regulation 30 of the Listing Regulations read with Point 5A of Para A of Part A of Schedule III and
2. Regulation 30 of the Listing Regulations read with Point 5 of Para B of Part A of Schedule III.

The details as required under Regulation 30 of the Listing Regulations read with SEBI Circular bearing reference no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July, 2023 are enclosed as "**Annexure - A**" and "**Annexure – B**", respectively.

The Meeting of the Board of Directors commenced at 05:45 P.M. and concluded at 8:50 P.M.

For Balmer Lawrie & Co. Ltd.

Sonal Sharma
Compliance Officer

Details with respect to Regulation 30 of the Listing Regulations read with Point 5A of Para A of Part A of Schedule III

SI No.	Particulars	Details
a)	<p>if the listed entity is a party to the agreement,</p> <p>i. details of the counterparties (including name and relationship with the listed entity);</p>	<p>The proposal is under negotiation with Power Finance Corporation Limited ('PFCL') and Visakhapatnam Port Logistics Park Limited ('VPLPL'), a Subsidiary Company of Balmer Lawrie & Co. Ltd. ('BL'). Hence, no agreement has been entered as on the date.</p>
b)	<p>if listed entity is not a party to the agreement,</p> <p>i. name of the party entering into such an agreement and the relationship with the listed entity;</p> <p>ii. details of the counterparties to the agreement (including name and relationship with the listed entity);</p> <p>iii. date of entering into the agreement.</p>	<p>Not Applicable</p>
c)	<p>purpose of entering into the agreement;</p>	<p>The proposal is under negotiation with PFCL and VPLPL. The scope for PFCL may <i>inter-alia</i>, include refinancing of existing term loan of VPLPL for a tenure of 10 years with 1 year moratorium and the scope of BL may <i>inter-alia</i>, include infusion of funds by BL for meeting shortfall in debt servicing of Loan Facility (amounting to Rs.76 Crore) for the entire tenure of loan of VPLPL.</p>

d)	shareholding, if any, in the entity with whom the agreement is executed;	The proposal is under negotiation with PFCL and VPLPL. BL holds 60% shares in VPLPL.
e)	significant terms of the agreement (in brief);	The proposal is under negotiation with PFCL and VPLPL. The scope for PFCL may <i>inter-alia</i> , include refinancing of existing term loan of VPLPL for a tenure of 10 years with 1 year moratorium and the scope of BL may <i>inter-alia</i> , include infusion of funds by BL for meeting shortfall in debt servicing of Loan Facility (amounting to Rs.76 Crore) for the entire tenure of loan of VPLPL. BL may be required to hold and continue the unsecured loan infused in VPLPL as a part of Promoter's contribution during the currency of PFCL's loan.
f)	extent and the nature of impact on management or control of the listed entity;	The same cannot be stated at this stage since, the proposal is under negotiation stage and the mode of infusion of funds by BL has not been finalized yet.
g)	details and quantification of the restriction or liability imposed upon the listed entity;	The same may entail the infusion of funds by BL for meeting shortfall in debt servicing of Loan Facility (amounting to Rs.76 Crore) for the entire tenure of loan of VPLPL and BL may be required to hold and continue the unsecured loan infused in VPLPL as a part of Promoter's contribution during the currency of PFCL's loan.
h)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	VPLPL is a Subsidiary Company of BL
i)	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes, the transaction would fall within Related Party Transaction The transaction shall be carried out at arm's length.

j)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	The same cannot be stated at this stage since, the proposal is under negotiation stage and the mode of infusion of funds by BL has not been finalized yet.
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.;	<ol style="list-style-type: none"> 1. Details of nominee on the board of directors of the listed entity: Nil 2. Potential conflict of interest arising out of such agreements, etc.: Not Applicable
l)	<p>in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ol style="list-style-type: none"> i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not Applicable

Details with respect to Regulation 30 of the Listing Regulations read with Point 5 of Para B of Part A of Schedule III

SI No.	Particulars	Details
a)	name(s) of parties with whom the agreement is entered;	The proposal is under negotiation with Power Finance Corporation Limited ('PFCL') and Visakhapatnam Port Logistics Park Limited ('VPLPL'), a Subsidiary Company of Balmer Lawrie & Co. Ltd. ('BL'). Hence, no agreement has been entered as on the date.
b)	purpose of entering into the agreement;	The proposal is under negotiation with PFCL and VPLPL. The scope for PFCL may <i>inter-alia</i> , include refinancing of existing term loan of VPLPL for a tenure of 10 years with 1 year moratorium and the scope of BL may <i>inter-alia</i> , include infusion of funds by BL for meeting shortfall in debt servicing of Loan Facility (amounting to Rs.76 Crore) for the entire tenure of loan of VPLPL.
c)	size of agreement;	Infusion of funds amounting to Rs.76 Crore
d)	shareholding, if any, in the entity with whom the agreement is executed;	The proposal is under negotiation with PFCL and VPLPL. BL holds 60% shares in VPLPL.
e)	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 proposal is under negotiation with PFCL and VPLPL. The scope for PFCL may <i>inter-alia</i> , include refinancing of existing term loan of VPLPL for a tenure of 10 years with 1 year moratorium and the scope of BL may <i>inter-alia</i> , include infusion of funds by BL for meeting shortfall in debt servicing of Loan Facility (amounting to Rs.76 Crore) for the entire tenure of loan of VPLPL. BL may be required to hold and continue the unsecured loan infused in

		VPLPL as a part of Promoter's contribution during the currency of PFCL's loan.
f)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	VPLPL is a Subsidiary Company of BL
g)	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes, the transaction would fall within Related Party Transaction The transaction shall be carried out at arm's length.
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	The same cannot be stated at this stage since, the proposal is under negotiation stage and the mode of infusion of funds by BL has not been finalized yet.
i)	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	The proposal is under negotiation with PFCL and VPLPL, a Subsidiary Company of BL. Hence, no agreement has been entered as on the date.
j)	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.;	1. Details of nominee on the board of directors of the listed entity: Nil 2. Potential conflict of interest arising out of such agreements, etc.: Not Applicable

k)	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable
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