



**बामर लॉरी एण्ड कं. लिमिटेड**  
(भारत सरकार का एक उद्यम)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

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सीआईएन/CIIN : L15492WB1924GOI004835

Date: 22<sup>nd</sup> January, 2025

Ref: SECY/Stock Exchange/2025

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

This is with reference to our earlier intimation dated 25<sup>th</sup> September, 2024. In this regard, the undersigned has been intimated on 22<sup>nd</sup> January, 2025 that an Undertaking has been issued by the Company in favour of Power Finance Corporation Limited for infusing funds for meeting shortfall in debt servicing of Loan Facility for the entire tenure of loan taken by M/s. Visakhapatnam Port Logistics Park Limited – a Subsidiary Company. Accordingly, in terms of the following applicable provisions of the Listing Regulations, the same is being intimated to the Stock Exchanges:

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 Master Circular bearing reference no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11<sup>th</sup> November, 2024 read with SEBI Circular bearing reference no. - SEBI/HO/CFD/CFD-PoD-2/CIR/P/2024/185 dated 31<sup>st</sup> December, 2024 are enclosed as "**Annexure - A**" and "**Annexure – B**", respectively.

**For Balmer Lawrie & Co. Ltd.**

**Kavita Bhavsar**  
**Company Secretary and 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**

<b>SI No.</b>	<b>Particulars</b>	<b>Details</b>
a)	if the listed entity is a party to the agreement,  i. details of the counterparties (including name and relationship with the listed entity);	Power Finance Corporation Ltd. New Delhi. The counter party is the lender of the subsidiary company of the listed entity.
b)	if listed entity is not a party to the agreement,  i. name of the party entering into such an agreement and the relationship with the listed entity;  ii. details of the counterparties to the agreement (including name and relationship with the listed entity);  iii. date of entering into the agreement.	NA
c)	purpose of entering into the agreement;	Shortfall undertaking to the lender of the subsidiary of the listed entity for an amount not exceeding Rs. 76.50 Cr.
d)	shareholding, if any, in the entity with whom the agreement is executed;	NA
e)	significant terms of the agreement (in brief);	Shortfall undertaking to the lender of the subsidiary of the listed entity for an amount not exceeding Rs. 76.50 Cr. No change in shareholding pattern of the subsidiary by BL directly or indirectly without approval of the lender.



SI No.	Particulars	Details
f)	extent and the nature of impact on management or control of the listed entity;	NIL
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/not at arm's length basis
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 mode of infusion of funds by BL has not been specified
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.;	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)	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):	Not Applicable

SI No.	Particulars	Details
	<p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	

**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;	Power Finance Corporation Ltd ('PFCL') and Visakhapatnam Port Logistics Park Limited ('VPLPL'), a Subsidiary Company of Balmer Lawrie & Co. Ltd. ('BL').
b)	purpose of entering into the agreement;	Shortfall undertaking to the lender of the subsidiary of the listed entity for an amount not exceeding Rs. 76.50 Cr.
c)	size of agreement;	Possibility of infusion of Funds not exceeding Rs.76.50 Cr
d)	shareholding, if any, in the entity with whom the agreement is executed;	Not Applicable
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.;	Shortfall undertaking to the lender of the subsidiary of the listed entity for an amount not exceeding Rs. 76.50 Cr. No change in shareholding pattern of the subsidiary by BL directly or indirectly without approval of the lender.
f)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	VPLPL is the 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/not at arm's length basis



SI No.	Particulars	Details
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	There is no issuance of shares as of now
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;	<p>Lender – Power Finance Corporation Ltd.</p> <p>Borrower – Visakhapatnam Port Logistics Park Ltd.</p> <p>Nature of loan : Refinancing of existing term loan of SBI by PFCL</p> <p>Total Amount of loan granted Rs.76.50 Cr</p> <p>Loan taken by BL – NIL</p> <p>Security: Shortfall Undertaking by BL</p>
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.;	<p>1. Details of nominee on the board of directors of the listed entity: Nil</p> <p>2. Potential conflict of interest arising out of such agreements, etc.: Not Applicable</p>
k)	<p>in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</p>	Not Applicable