



Ingenuity In Motion

June 24, 2024

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400 001. Tel: 022 - 2272 1233 / 34 Fax: 022 - 2272 2131 / 1072/ 2037 / 2061 / 41 Scrip Code: 532345 ISIN No.: INE152B01027 Re.: Allcargo Gati Limited	National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051 Tel: 022 - 2659 8235 / 36 / 452 Fax: 022 - 2659 8237/ 38 Symbol : ACLGATI ISIN No.: INE152B01027 Re.: Allcargo Gati Limited
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Dear Sir/Madam,

Subject: Intimation under Regulation 30 of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") - Indemnity Agreement with Mr. Mahendra Kumar Agarwal

We wish to inform you that the Company has today, Monday, June 24, 2024, entered into an Indemnity Agreement with Mr. Mahendra Kumar Agarwal, Promoter of the Company and the details as required under SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed as **Annexure A**.

This agreement is in furtherance to the ("Proposed Offer").

This is for your information and records.

Thanking You,

Yours faithfully,
For Allcargo Gati Limited
(Formerly known as "Gati Limited")

T.S. Maharani
Company Secretary & Compliance Officer
M. No. F8069

Encl.: As above

Allcargo Gati Limited (Formerly known as "Gati Limited")

Registered Office: 4th Floor, B Wing, Allcargo House, CST Road, Kalina Santacruz (East), Mumbai - 400098, Maharashtra, India

Corporate Office: Western Pearl, 4th Floor, Survey No. 13(p), Kondapur, Hyderabad, Rangareddy - 500084, Telangana, India

E-mail: investor.services@allcargologistics.com **Tel:** 022 66798100

CIN: L63011MH1995PLC420155 | **Website:** www.gati.com

Annexure A

Sr. No.	Particulars	Details
1.	If the listed entity is a party to the agreement: i. details of the counterparties (including name and relationship with the listed entity)	Yes, the agreement is between M/s. Allcargo Gati Limited (“Indemnifying Party”) and Mr. Mahendra Kumar Agarwal (“Indemnified Party”).
2.	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
3.	Purpose of entering into the agreement	The Indemnifying Party has agreed to the Indemnified Party’s request to provide indemnity in favor of the Indemnified Party considering its pending reclassification from ‘promoter/promoter group’ to ‘public’ category in order to enable them to consummate the Proposed Offer.
4.	Shareholding, if any, in the entity with whom the agreement is executed	No. of Equity Shares of Rs. 2/- each – 2,24,935 Percentage to the total Equity Share Capital of the Company – 0.17%
5.	Significant terms of the agreement (in brief)	The Indemnifying Party irrevocably indemnifies, agrees and undertakes to indemnify, defend and hold harmless the Indemnified Party, against all losses arising solely due to its capacity as a promoter of the Company in relation to the Proposed Offer. The Parties agreed that the aforesaid obligation of the Indemnifying Party shall continue only until the Indemnified Party is considered liable for the Proposed Offer under Applicable Law, in its capacity as ‘promoter’ of the Indemnifying Party.
6.	Extent and the nature of impact on management or control of the listed entity	NA
7.	Details and quantification of the restriction or liability imposed upon the listed entity	The Indemnifying Party irrevocably indemnifies, agrees and undertakes to indemnify, defend and hold harmless the Indemnified Party, against all losses arising solely due to its

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		capacity as a promoter of the Company in relation to the Proposed Offer. The Parties agreed that the aforesaid obligation of the Indemnifying Party shall continue only until the Indemnified Party is considered liable for the Proposed Offer under Applicable Law, in its capacity as 'promoter' of the Indemnifying Party.
8.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes, the Indemnified Party has applied to the Company for re-classification of his and his affiliates' shareholding in the Company from 'promoter/promoter group' to 'public', vide its letter to the Company dated September 28, 2020. In this regard, the Board and shareholders of the Company have considered and approved the request of the Indemnified Party for re-classification from 'promoter and promoter group' category to 'public' category in their meetings dated September 28, 2020 and December 28, 2020, respectively. The Company vide its letter dated January 22, 2021 informed the relevant stock exchanges of the approval received from its shareholders to re-classify the shareholding of the Indemnified Party from 'promoter/promoter group' to 'public' shareholding.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, this agreement is as a Related Party Transaction under the Listing Regulations and is at "arm's length"
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued	NA
11.	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	NA
12.	In case of rescission, amendment or alteration, 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 and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);	NA

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	v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	
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Note: Proposed Offer means the Proposed Qualified Institutions Placement of equity shares of face value ₹ 2 each ("Equity Shares") (such placement, the "Issue") by the Company under Chapter VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and Sections 42 and 62 of the Companies Act, 2013, as amended

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