



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 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.

**ALLCARGO LOGISTICS LIMITED**

Allcargo House, 6<sup>th</sup> Floor, CST Road, Kalina, Santacruz (E), Mumbai - 400 098. Maharashtra. India.

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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 Mojdra**  
**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 (“Investor”), Malur Logistics and Industrial Parks Private Limited (“Malur”) and TransIndia Real Estate Limited (“TREL”)
2.	Purpose of entering into the agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (the “Company”), Allcargo Terminals Limited and Transindia Real Estate Limited (“TREL”), 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 (“Malur”) 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 (“Malur SSPA”) 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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<b>6.</b>	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 Malur by the Company were transferred to TREL.  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.
<b>7.</b>	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
<b>8.</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>9.</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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## **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**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1.</b>	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.
<b>2.</b>	Purpose of entering into an agreement;	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (<b>the "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>
<b>3.</b>	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
<b>4.</b>	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

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