

February 28, 2024

To, BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 BSE Scrip Code: 543955	To, National Stock Exchange of India Limited Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 NSE Symbol: TREL
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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

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), read with: (a) clauses 5 and 5A, Paragraph A, Part A of Schedule III of the Listing Regulations, (b) SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13 July, 2023, and (c) the Policy for Determination of Material Events and Archival of Disclosures adopted by Transindia Real Estate 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 2 February 2024, the Company has entered into a Deed of Adherence dated February 28, 2024 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, Allcargo Logistics Limited, 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 13 July 2023 are set out in “**Annexure A**” and “**Annexure B**” respectively.

The aforesaid information shall be made available on the Company’s website at <https://www.transindia.co.in/>.

Kindly take the above information on record.

Thanking you.

Yours faithfully,

For and on behalf of **Transindia Real Estate Limited**
(Formerly known as Transindia Realty & Logistics Parks Limited)

Jatin Chokshi
Managing Director
(DIN: 00495015)

Encl: a/a

ANNEXURE A

Disclosures pursuant to Regulation 30 and clause 5, 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 13 July 2023

S.No.	Particulars	Details
1	Name of Party with whom the agreement is entered into	BRE Asia Urban Holdings Ltd (“ Investor ”), Allcargo Logistics & Industrial Park Private Limited (“ ALIPPL ”), Venkatapura Logistics and Industrial Parks Private Limited (“ Venkatapura ”), Kalina Warehousing Private Limited (“ Ahmedabad ”), Panvel Warehousing Private Limited (“ Chakan ”), Allcargo and Madanahatti Logistics And Industrial Parks Private Limited (“ Madanahatti ”)
2	Purpose of entering into the agreement	<p>Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (“Allcargo”), Allcargo Terminals Limited and Transindia Real Estate Limited (“Company”), 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 the Company.</p> <p>The board of directors of the Company had approved the execution, delivery and performance of a Deed of Adherence (“Project Companies DOA”) to the Securities Subscription and Purchase Agreement dated 13 January, 2020 executed by and among Investor, Allcargo, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel, <i>via</i> board resolution dated 02 February, 2024.</p> <p>Now the parties have entered into the Project Companies DOA to record their understanding in relation to the inclusion of the Company as a party to the Securities Subscription and Purchase Agreement (“Project Companies SSPA”) dated 13 January, 2020 executed by and among the Investor, Allcargo, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel.</p>

3	Shareholding, if any, in the 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 Company as a party to the Project Companies SSPA.</p> <p>The Company shall be bound by all the rights, duties and obligations of Allcargo under the Project Companies SSPA</p>
5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	<p>Investor is not related to Transindia Real Estate Limited or its promoter group.</p> <p>Allcargo is the promoter group of Company</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 the Company, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Ahmedabad, Chakan by Allcargo were transferred to the Company.</p> <p>Further, pursuant to the Project Companies DOA, the Company shall be included as a party to the Project Companies SSPA and shall be bound by all the rights, duties and obligations of Allcargo under the Project Companies SSPA. 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 Project Companies 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 clause 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 13 July 2023

S.No.	Particulars	Details
1	If the Listed Entity is party to agreement	Yes
a.	Name of the Party	BRE Asia Urban Holdings Ltd (“Investor”), Allcargo Logistics & Industrial Park Private Limited (“ALIPPL”), Venkatapura Logistics and Industrial Parks Private Limited (“Venkatapura”), Kalina Warehousing Private Limited (“Ahmedabad”), Panvel Warehousing Private Limited (“Chakan”), Allcargo and Madanahatti Logistics and Industrial Parks Private Limited (“Madanahatti”)
b.	Relationship with the listed Entity	Investor is not related to Transindia Real Estate Limited or its promoter group. Allcargo is a promoter group of Company
2.	Purpose of entering into the agreement	Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo, Allcargo Terminals Limited and Company, 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 the Company. The board of directors of the Company had approved the execution, delivery and performance of a Deed of Adherence (“Project Companies DOA”) to the Securities Subscription and Purchase Agreement dated 13 January, 2020 executed by and among Investor, Allcargo, ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel, via board resolution dated 02 February, 2024. Now the parties have entered into the Project Companies DOA to record their understanding in relation to the inclusion of the Company as a party to the Securities Subscription and Purchase Agreement (“Project Companies SSPA”) dated 13 January, 2020 executed

		by and among the Investor, Allcargo, 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 the Company as a party to the Project Companies SSPA. The Company shall be bound by all the rights, duties and obligations of Allcargo 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 listed entity.
6	Details and qualification of the restriction or liability imposed upon the listed entity;	The Project Companies DOA is entered for the inclusion of the Company as a party to the Project Companies SSPA. The Company shall be bound by all the rights, duties and obligations of Allcargo 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 is not related to Transindia Real Estate Limited or its promoter group. Allcargo is a 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 (Scheme of Arrangement) executed by and amongst Allcargo, Allcargo Terminals Limited and the Company, as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Ahmedabad, Chakan by Allcargo were transferred to the Company. Further, pursuant to the Project Companies DOA, the Company shall be included as a party to the Project Companies SSPA and shall be bound by all the rights, duties and obligations of Allcargo 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