



Ingenuity In Motion

February 28, 2024

To, BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001 BSE Scrip Code: 532749	To, National Stock Exchange of India Limited Exchange Plaza, C-1, Block G Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 NSE Symbol: ALLCARGO
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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, pursuant to the authorisation granted by the Board of Directors of the Company via Board resolution dated February 12, 2024, the Company has entered into Third Amendment (“**Third Amendment Agreement**”) to the Securities Subscription and Purchase Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) (“**Project Companies SSPA**”) with BRE Asia Urban Holdings Limited (“**Investor**”), TransIndia Real Estate Limited (“**TREL**”), Allcargo Logistics & Industrial Park Private Limited (“**ALIPPL**”), Madanahatti Logistics and Industrial Parks Private Limited (“**Madanahatti**”), Venkatapura Logistics and Industrial Parks Private Limited (“**Venkatapura**”), Kalina Warehousing Private Limited (“**Kalina**”) and Panvel Warehousing Private Limited (“**Panvel**”) (ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel shall collectively be referred to as the “**Project Companies**”) executed on February 28, 2024, pursuant to which *inter alia*:

- (i) Madanahatti shall be removed as a ‘Party’ to the Project Companies SSPA. However, the removal of Madanahatti as a ‘Party’ to the Project Companies SSPA shall not relieve Madanahatti of any obligations or liabilities accrued prior to the date of this Third Amendment Agreement; and
- (i) As per the Third Amendment Agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies that is expressed to be made, undertaken, performed or given by the Company.

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, 6th 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 Mojidra
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 Limited (“Investor”), TransIndia Real Estate Limited (“TREL”), Allcargo Logistics & Industrial Park Private Limited (“ALIPPL”), Madanahatti Logistics and Industrial Parks Private Limited (“Madanahatti”), Venkatapura Logistics and Industrial Parks Private Limited (“Venkatapura”), Kalina Warehousing Private Limited (“Kalina”), and Panvel Warehousing Private Limited (“Panvel”) (ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel shall collectively be referred to as the “Project Companies”)
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 on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Third Amendment (“Third Amendment Agreement”) to the Securities Subscription and Purchase Agreement dated 13 January, 2020 (as amended, modified and supplemented from time to time) (“Project Companies SSPA”) with the Investor, TREL, Allcargo Logistics & Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited (“Madanahatti”), Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited, and Panvel Warehousing Private Limited, via board resolution dated February 12, 2024.</p> <p>Now the parties have entered into the Third Amendment Agreement to record their understanding in relation to <i>inter alia</i> remove Madanahatti as a ‘Party’ to the Project Companies SSPA.</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	On and from the date of the Third Amendment Agreement, Madanahatti shall be deemed to no longer be a ‘Party’ to the Project Companies SSPA. Further, the Company and TREL shall now be jointly and severally liable for any representation, warranty,

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	of shares, right to restrict any change in capital structure etc;	obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	<p>The Investor, Project Companies (excluding Madanahatti) are not related to the Company or its promoter group.</p> <p>Transindia Real Estate Limited and Madanahatti are Promoter Group entities.</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 the Company, TREL and Allcargo Terminals Limited as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in ALIPPL, Venkatapura, Panvel and Kalina by the Company were transferred to TREL.</p> <p>Further, pursuant to the Third Amendment Agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company. 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 Third Amendment Agreement.
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

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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

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (“Investor”), TransIndia Real Estate Limited (“TREL”), Allcargo Logistics & Industrial Park Private Limited (“ALIPPL”), Madanahatti Logistics and Industrial Parks Private Limited (“Madanahatti”), Venkatapura Logistics and Industrial Parks Private Limited (“Venkatapura”), Kalina Warehousing Private Limited (“Kalina”), and Panvel Warehousing Private Limited (“Panvel”) (ALIPPL, Madanahatti, Venkatapura, Kalina and Panvel shall collectively be referred to as the “Project Companies”)
	b. Relationship with listed Entity	The Investor, Project Companies (excluding Madanahatti) are not related to the Company or its promoter group. Transindia Real Estate Limited and Madanahatti are Promoter Group entities.
2.	Purpose of entering into an agreement;	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 on January 5, 2023, all equity shares and optionally convertible debentures held in the undertakings by the Company were transferred to TREL. The Board of Directors of the Company had approved the execution, delivery and performance of the Third Amendment (“Third Amendment Agreement”) to the Securities Subscription and Purchase Agreement dated 13 January, 2020 (as amended, modified and supplemented from time to time) (“Project Companies SSPA”) with the Investor, TREL, Allcargo Logistics & Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited (“Madanahatti”), Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private Limited, and Panvel Warehousing Private Limited, via board resolution dated February 12, 2024.

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		Now the parties have entered into the Third Amendment Agreement to record their understanding in relation to <i>inter alia</i> remove Madanahatti as a 'Party' to the Project Companies SSPA.
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	On and from the date of the Third Amendment Agreement, Madanahatti shall be deemed to no longer be a 'Party' to the Project Companies SSPA. Further, the Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company.
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 now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the SSPA that is expressed to be made, undertaken, performed or given by the Company.
7.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Investor, Project Companies (excluding Madanahatti) are not related to the Company or its promoter group. Transindia Real Estate Limited and Madanahatti are Promoter Group entities.
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 the Company, TREL and Allcargo Terminals Limited as sanctioned by the National Company Law Tribunal on January 5, 2023, all equity shares and optionally convertible debentures held in 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 by the Company were transferred to TREL. Further, pursuant to the Third Amendment Agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Project Companies SSPA that is expressed to be made, undertaken, performed or given by the Company. 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 of shares.

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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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