



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, 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 a Fourth Amendment Agreement to the Investment Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) executed by and among BRE Asia Urban Holdings Ltd, Transindia Real Estate Limited (“**TREL**”) and Malur Logistics and Industrial Parks Private Limited (“**Malur**”) to record their understanding on the amendment of certain terms of the Investment Agreement on February 28, 2024.

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.

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**

**ALLCARGO LOGISTICS LIMITED**

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

T: +91 22 6679 8110 | [www.allcargologistics.com](http://www.allcargologistics.com) | CIN: L63010MH2004PLC073508 | GSTN: 27AACCA2894D1ZS

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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 the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Fourth Amendment (“<b>Fourth Amendment Agreement</b>”) to the Investment Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) (“<b>Malur Investment Agreement</b>”) executed by and among the Investor, TREL and Malur via board resolution dated February 12, 2024.</p> <p>Now, the parties have entered into the Fourth Amendment Agreement to record their understanding that TREL and the Company shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.</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;	Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement 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>Investor and Malur are not related to the Company or its promoter group.</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 ( <b>Scheme of Arrangement</b> ) executed by and amongst the Company, 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, pursuant to the Fourth amendment agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment agreement that is expressed to be made, undertaken, performed or given by the Company. 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;	There is no issuance of shares pursuant to the Fourth Amendment Agreement.
<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**

S.No.	Particulars	Details
1.	If the Listed Entity is party to agreement	Yes
	a. Name of Party	BRE Asia Urban Holdings Ltd (“Investor”), Malur Logistics and Industrial Parks Private Limited (“Malur”) and TransIndia Real Estate Limited (“TREL”).
	b. Relationship with listed Entity	Transindia Real Estate Limited is Promoter Group Entity.
2.	Purpose of entering into an 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 the Company were transferred to TREL.</p> <p>The Board of Directors of the Company had approved the execution, delivery and performance of the Fourth Amendment (“Fourth Amendment Agreement”) to the Investment Agreement dated 13 January 2020 (as amended, modified and supplemented from time to time) (“Malur Investment Agreement”) executed by and among the Investor, TREL and Malur via board resolution dated February 12, 2024.</p> <p>Now, the parties have entered into the Fourth Amendment Agreement to record their understanding that TREL and the Company shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed;	NIL
4.	Significant terms of the Agreement (in brief);	The Company and TREL shall now be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment Agreement 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.

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<b>6.</b>	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 Malur Investment Agreement that is expressed to be made, undertaken, performed or given by the Company.
<b>7.</b>	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Investor and Malur are not related to the Company or its promoter group.  Transindia Real Estate Limited is a promoter group of the Company
<b>8.</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 executed by and amongst the Company, 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, pursuant to the Fourth amendment agreement, the Company and TREL shall be jointly and severally liable for any representation, warranty, obligation, undertaking and/or covenant in the Malur Investment agreement that is expressed to be made, undertaken, performed or given by the Company. Further, this transaction is on an arm length basis.
<b>9.</b>	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 Fourth Amendment Agreement
<b>10.</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>11.</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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