

February 28, 2024

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

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 02 February, 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, Allcargo Logistics Limited and Malur Logistics and Industrial Parks Private Limited 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 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/>.

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 the Party	BRE Asia Urban Holdings Ltd (“ Investor ”), Malur Logistics and Industrial Parks Private Limited (“ Malur ”) and Allcargo Logistics Limited (“ Allcargo ”).
2.	Purpose of entering into the agreement	<p>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 dated January 5, 2023, all equity shares and optionally convertible debentures held in Malur by Allcargo were transferred to the Company.</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, Allcargo and Malur, <i>via</i> board resolution dated 02 February, 2024.</p> <p>Now, the parties have entered into the Fourth Amendment Agreement to record their understanding in relation to record that the Company and Allcargo 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 Allcargo.</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 Allcargo 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 Allcargo.

5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Investor is not related to the promoter / promoter group / group companies in any manner. Allcargo is a promoter group of Transindia Real Estate Limited.
6..	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 Malur by Allcargo were transferred to the Company. Further, pursuant to the Fourth amendment agreement, the Company and Allcargo 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 Allcargo. Further, this transaction is on an arm length basis.
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 Fourth 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

ANNEXURE B

Disclosures pursuant to Regulation 30 and 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 Party	BRE Asia Urban Holdings Ltd (“ Investor ”), Malur Logistics and Industrial Parks Private Limited (“ Malur ”) and Allcargo Logistics Limited (“ Allcargo ”).
b.	Relationship with listed Entity	The Investor is not related to the promoter / promoter group / group companies in any manner. Allcargo is a promoter group of Transindia Real Estate Limited.
2	Purpose of entering into the agreement	Pursuant to the Scheme of Arrangement and Demerger executed by and amongst Allcargo Logistics Limited (“ Allcargo ”), Allcargo Terminals Limited and Transindia Real Estate Limited (the “ Company ”), as sanctioned by the National Company Law Tribunal dated January 05, 2023, all equity shares and optionally convertible debentures held in Malur Logistics and Industrial Parks Private Limited (“ Malur ”) by Allcargo were transferred to the Company. 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, Allcargo and Malur, <i>via</i> board resolution dated 02 February, 2024. Now, the parties have entered into the Fourth Amendment Agreement to record their understanding that the Company and Allcargo 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 Allcargo.

3	Shareholding, if any, in the entity with whom the agreement is executed	NIL
4	Significant terms of the Agreement (in brief)	Company and Allcargo 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 Allcargo.
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 Company and Allcargo 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 Allcargo.
7	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	The Investor is not related to the promoter / promoter group / group companies in any manner. Allcargo is a promoter group of Transindia Real Estate Limited.
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 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 Malur by Allcargo were transferred to the Company. Further, pursuant to the Fourth amendment agreement, the Company and Allcargo 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 Allcargo. 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 Fourth Amendment 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	Not Applicable

	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	
--	--	--