



**बामर लॉरी एण्ड कं. लिमिटेड**  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, नेताजी सुभाष रोड, कोलकाता-700 001 (भारत)  
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सीआईएन/ CIN : L15492WB1924GOI004835

Date: 25<sup>th</sup> September, 2024

Ref: SECY/Stock Exchange/2024

The Secretary,  
National Stock Exchange of India Limited  
Exchange Plaza, C-1, Block G  
Bandra Kurla Complex  
Bandra (E),  
Mumbai – 400 051

The Secretary,  
BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street  
Mumbai- 400001

Company Code: **BALMLAWRIE**

Company Code: **523319**

Dear Sir/Madam,

Subject: **Disclosure under Regulation 30 of Securities and Exchange Board of India ("SEBI") (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") – Agreement for providing an Unsecured Loan to Visakhapatnam Port Logistics Park Limited, Subsidiary Company of Balmer Lawrie & Co. Ltd.**

In terms of Regulation 30 read with Schedule III of the Listing Regulations, this is to hereby inform that the Board of Directors at its Meeting dated 25<sup>th</sup> September, 2024, has approved the proposal for providing an Unsecured Loan to Visakhapatnam Port Logistics Park Limited, a Subsidiary of Balmer Lawrie & Co. Ltd.

The details as required under Regulation 30 of the Listing Regulations read with SEBI Circular bearing no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13<sup>th</sup> July, 2023 is attached herewith as "**Annexure - 1**".

The Meeting of the Board of Directors commenced at 05:45 p.m. and concluded at 08:50 P.M.

**For Balmer Lawrie & Co. Ltd.**

**Sonal Sharma**  
**Compliance Officer**

Enclosed: as above

**ANNEXURE – 1**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	<b>name(s) of parties with whom the agreement is entered;</b>	Vishakhapatnam Port Logistics Park Limited (VPLPL)
2.	<b>purpose of entering into the agreement;</b>	Unsecured Loan for meeting bank's term loan liability
3.	<b>size of agreement;</b>	Rs 2.12 Crores (in addition to the existing loan of Rs.10.18 Crores)
4.	<b>shareholding, if any, in the entity with whom the agreement is executed;</b>	60% Share Holding by lender in the borrower Company.
5.	<b>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.;</b>	Power Finance Corporation Limited ('PFCL') and VPLPL are holding discussions regarding PFCL refinancing the existing term loan of VPLPL. The proposal is under negotiation stage, hence, no agreement has been entered as on the date. However, BL may be required to hold and continue the unsecured loan infused in VPLPL as a part of Promoter's contribution during the currency of PFCL's loan.
6.	<b>whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;</b>	Subsidiary Company
7.	<b>whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";</b>	Yes, it is a Related Party Transaction done at "arm's length"
8.	<b>in case of issuance of shares to the parties, details of issue price, class of shares issued;</b>	Not applicable
9.	<b>in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount</b>	1. Lender: Balmer Lawrie & Co. Ltd. 2. Borrower: Vishakhapatnam Port Logistics Park Limited 3. Nature of the loan: Unsecured Loan for meeting bank's term loan liability

	<p><b>outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;</b></p>	<p>4. Total amount of loan granted: Rs 2.12 Crore  5. Total amount of loan taken: Nil  6. Total amount outstanding: Rs.10.18 Crores (excluding the loan amounting to Rs.2.12 Crores approved at the Board Meeting dated 25<sup>th</sup> September 2024  7. Date of execution of the loan agreement: To be executed in October, 2024  8. Date of execution of the sanction letter: NA  9. Details of the security provided to the lenders by the borrowers for such loan: Unsecured Loan  10. In case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis: Not Applicable</p>
<p><b>10.</b></p>	<p><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.;</b></p>	<p>1. Details of nominee on the board of directors of the listed entity: Nil  2. Potential conflict of interest arising out of such agreements, etc.: Not Applicable</p>
<p><b>11.</b></p>	<p><b>in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</b></p> <p><b>i. name of parties to the agreement;</b></p> <p><b>ii. nature of the agreement;</b></p> <p><b>iii. date of execution of the agreement;</b></p> <p><b>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</b></p>	<p>Not Applicable</p>