

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>
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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 02 February, 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**”), Allcargo Logistics Limited (“**Allcargo**”), 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
- (ii) the Company and Allcargo 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 Allcargo.

Details as required under Regulation 30 clause 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)

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(s) of parties with whom the agreement is entered;	BRE Asia Urban Holdings Limited (“ Investor ”), Allcargo Logistics Limited (“ Allcargo ”), 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 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.</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, Allcargo, 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, <i>via</i> board resolution dated 02 February, 2024.</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.
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;	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 Allcargo 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 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 ALIPPL, Venkatapura, Chakan and Ahmedabad, by Allcargo were transferred to the Company. Further, pursuant to the Third Amendment Agreement, the Company and Allcargo 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 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 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 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 ”), Allcargo Logistics Limited (“ Allcargo ”), 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 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, Allcargo Terminals Limited and Company, as sanctioned by the National Company Law Tribunal on January 05, 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 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, Allcargo, Allcargo Logistics & Industrial Park Private Limited, Madanahatti Logistics and Industrial Parks Private Limited (“ Madanahatti ”), Venkatapura Logistics and Industrial Parks Private Limited, Kalina Warehousing Private

		<p>Limited, and Panvel Warehousing Private Limited, <i>via</i> board resolution dated 02 February, 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);	<p>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.</p> <p>Further, the Company and Allcargo 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 Allcargo.</p>
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 Project Companies SSPA 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;	<p>The Investor is not related to the promoter / promoter group / group companies in any manner.</p> <p>Allcargo is a promoter group of Transindia Real Estate Limited.</p>
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 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

		<p>Panvel Warehousing Private Limited by Allcargo were transferred to the Company.</p> <p>Further, pursuant to the Third Amendment Agreement, the Company and Allcargo 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 Allcargo. Further, this transaction is on an arm length basis.</p>
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 Third 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 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