

 12^{th} July, 2021

To, The Secretary, Market Operations Department, The BSE Ltd. Phiroze Jeejeebhoy Towers, Dalal Street, Fort, <u>Mumbai – 400 023</u>.

Capital Market Operations The National Stock Exchange of India Ltd. Exchange Plaza, 5th Fl., Plot No.C/1, G Block, Bandra-Kurla Complex, Bandra (E), <u>Mumbai – 400 051</u>.

Scrip Code: 500003

Scrip Code: AEGISCHEM

Dear Sir,

<u>Sub: Disclosure under Regulation 30 of SEBI (Listing Obligation & Disclosure</u> <u>Requirements) Regulations 2015</u>

Aegis Gas (LPG) Private Limited ("**AGPL**"), Vopak India B.V. ("**Vopak**") and Aegis Logistics Limited ("**Company**") have entered into a share purchase agreement in relation to the transfer of shares of Hindustan Aegis (LPG) Limited ("**HALPG**") by AGPL to Vopak representing 24% of the shareholding of HALPG and the Company shall hold 51% of the share capital of the HALPG through its wholly owned subsidiary *i.e.*, AGPL.

This disclosure is being made pursuant to Para B of Part A of Schedule III as provided in Regulation 30(3) of the Securities and Exchange Board of India (Listing Obligation & Disclosure Requirements) Regulations, 2015. The disclosure is attached as '**Annexure A**'.

You are requested to take note of the same.

Thanking You,

Yours Faithfully,

For Aegis Logistics Limited

Monica Gandhi Company Secretary

AEGIS LOGISTICS LTD.



ANNEXURE A

| Sr. No. | Items for Disclosure | Description |
|------------|--|--|
| 1. | Name(s) of parties with whom the agreement is entered; | The Company has entered into a share purchase (" Share Purchase Agreement ") with its subsidiary AGPL and Vopak. |
| 2. | Purpose of entering into the agreement | The Company has entered into the Share Purchase Agreement for transfer of shares of HALPG by AGPL to Vopak representing 24% of the shareholding of HALPG. |
| 3. | Size of agreement | Equity shares representing 24% of the paid-up share capital of HALPG are proposed to be transferred by AGPL to Vopak, for an aggregate base consideration of INR 3,138,000,000 (Rupees Three Billion One Hundred Thirty Eight Million) subject to adjustments as contemplated in the Share Purchase Agreement. |
| 4. | Shareholding, if any, in the entity with whom the agreement is executed | AGPL is a wholly owned subsidiary of the Company. |
| 5. | 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 | The Company is required to indemnify Vopak in the event of, <i>inter alia</i> , a breach of the representations and warranties provided to Vopak in the Share Purchase Agreement in relation to the sale of shares held by AGPL in HALPG, subject to the limitations set forth in the Share Purchase Agreement. |
| 6. | Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship | The parties to the Share Purchase Agreement do not form part of the Promoter/ Promoter group of the Company. |
| 7. | Whether the transaction would fall within related party transaction? If yes, whether the same is done at "arms length" | Not applicable. |



| | | Not applicable. |
|-----|--|-----------------|
| 8. | In case of issuance of shares to the parties, details of issue price, class of shares issued | |
| 9. | In case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan | Not applicable |
| 10. | Any other disclosures related to such agreements, <i>viz.</i> , details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, <i>etc.</i> | 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. |