

12th July, 2021

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

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),
Mumbai – 400 051.

Scrip Code: 500003 Scrip Code: AEGISCHEM

Dear Sir,

## Sub: Disclosure under Regulation 30 of SEBI (Listing Obligation & Disclosure Requirements) Regulations 2015

Aegis Logistics Limited ("Company"), Vopak India B.V. ("Vopak") and Company's wholly owned subsidiary Aegis LPG Logistics (Pipavav) Limited ("ALLPL") have entered into a Shareholders Agreement and simultaneously with the execution of the Shareholders Agreement, the Company, Vopak and the ALLPL have entered into a Share Subscription Agreement, such that upon completion of the subscription to shares pursuant to the said agreements, the Company shall hold the legal and beneficial ownership to 51% of the share capital of the ALLPL and Vopak shall hold the legal and beneficial ownership to 49% of the share capital of the ALLPL.

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** 



## 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 Shareholders Agreement ("SHA") with its subsidiary ALLPL, and Vopak.
2.	Purpose of entering into the agreement	The Company has entered into the SHA with respect to the inter-se rights and obligations of the parties in connection with the management and operation of ALLPL as more particularly set out in the SHA.
3.	Size of the agreement	Please refer to the disclosure dated 12 <sup>th</sup> July, 2021 made in relation to the Share Subscription Agreement.
4.	Shareholding, if any, in the entity with whom the agreement is executed	ALLPL is a wholly owned subsidiary of the Company at the time of execution of the SHA.
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	No rights of any nature are being provided with respect to the Company. Certain rights are being provided to Vopak and the Company with respect to ALLPL, including <i>inter alia</i> , the right to appoint a Director on the Board of ALLPL and reserved matter rights, subject to the terms of the SHA.
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 Shareholders 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
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Please refer to the disclosure dated 12 <sup>th</sup> July, 2021 made in relation to the Share Subscription Agreement.
9.	In case of loan agreements, details of lender, nature of the loan, total	Not Applicable.



	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	
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	Not Applicable
	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.	