

June 16, 2025

BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400 001

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

Scrip Code: 520086

Symbol: SICALLOG
Series: BE

Sub: Disclosure under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015-Execution of rupee term loan facility agreement

Dear Sir/Madam,

Pursuant to the provisions of Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), as amended, read with Securities and Exchange Board of India master circular no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, this is to inform you that Sical Logistics Limited (“**Company**”) has executed a rupee term loan facility agreement with **Aditya Birla Capital Limited** on June 16, 2025 (“**Facility Agreement**”); a share pledge agreement dated June 16, 2025 in relation to creation of pledge on the shares of Sical Infra Assets Limited held by the Company (“**SIAL Share Pledge Agreement**”); a share pledge agreement dated June 16, 2025 in relation to creation of pledge on the shares of the Company held by Pristine Malwa Logistics Park Private Limited (“**Company Share Pledge Agreement**”); and a share pledge agreement dated June 16, 2025 in relation to creation of pledge on the shares of Sical Bangalore Logistics Park Limited held by Sical Infra Assets Limited (“**SBLPL Share Pledge Agreement**”).

The details as required under the Listing Regulations read with the aforementioned Securities and Exchange Board of India master circular are enclosed as **Annexure A**.

The information will also be hosted on the website of the Company at <https://sical.in/>

You are hereby requested to take the above information on record.

Thanking you,

Yours faithfully,

For Sical Logistics Limited



(Vaishali Jain)
Company Secretary and Compliance Officer
ICSI Membership No. A58607

Encl. as above

Annexure A

I. Facility Agreement

S. No.	Particulars	Details
a.	Name(s) of parties with whom the agreement is entered	Sical Logistics Limited ("Company") as the borrower; Aditya Birla Capital Limited as the original lender; Aditya Birla Capital Limited as the facility agent; Aditya Birla Capital Limited as the mandated lead arranger.
b.	Purpose of entering into the agreement	The Company is availing rupee term loan aggregating up to INR 250,00,00,000/- (Indian Rupees two fifty crores only) from Aditya Birla Capital Limited and such other lenders as may be agreed (collectively, the "Lenders"). This rupee term loan will be utilized for refinancing the existing loan obligations of the Company and transaction related expenses as approved by the Lenders.
c.	Size of agreement	Rupee term loan aggregating up to INR 250,00,00,000/- (Indian Rupees two hundred and fifty crores only) ("Facility")
d.	Shareholding, if any, in the entity with whom the agreement is executed	None
e.	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.	Tenure: Door to door tenor of up to 3 years from the date of first disbursement. Others: The Lenders have a right to appoint and remove 1 (one) nominee director or an observer on the board of directors of the Company, in case of occurrence of event of default. The Company shall not affect any change in its capital structure such that it leads to Change of Control for any reason whatsoever during the tenor of the Facility, save and except with the prior written consent of the Lenders. "Change of Control" means, <i>inter alia</i> , Pristine Malwa Logistics Park Private Limited shall continue to hold directly at least 51% (fifty one per cent) of each class of the equity share capital of the Borrower (on a Fully Diluted Basis) and/or control the Company.
f.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Not Applicable
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Not Applicable
h.	In case of issuance of shares to the parties, details of issue price, class of	Not Applicable

	shares issued	
i.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	<p>Details of the lender/borrower: Lender: Aditya Birla Capital Limited Borrower: Sical Logistics Limited</p> <p>Nature of the loan: Rupee term loan</p> <p>Total amount of loan granted/taken: Up to INR 250,00,00,000/- (Indian Rupees two fifty crores only)</p> <p>Date of execution of the loan agreement/sanction letter: June 16, 2025</p> <p>Details of the security provided to the lenders by the Company:</p> <p>(a) a first ranking and exclusive charge by way of hypothecation on: (a) all movable assets of the Company (both present and future); (b) all receivables, current assets, book debt and cash flows of the Company (both present and future); (c) the designated account to be opened by the Company with the Lenders; (d) the interest service reserve amounts to be maintained by the Company from time to time and all investments made with such amounts (both present and future); (e) all rights, titles, interests, benefits, claims, etc. of the Company under all authorization, consent, approval, resolution, license, etc. obtained by the Company; and (f) all rights, titles, interests, benefits, claims, etc. of the Company under all insurance contracts and policies obtained by the Company (both present and future) (collectively, "Hypothecated Assets");</p> <p>(b) a first ranking and exclusive pledge to be created by the Company and Pristine Logistics & Infraprojects Limited ("Sponsor") over 100% of the issued and paid-up share capital (on a fully diluted basis) of Sical Infra Assets Limited ("SIAL") collectively held by the Company and the Sponsor ("SIAL Pledged Shares");</p> <p>and any other security, guarantee, undertaking or contractual comfort as may be agreed between the Company and the Lenders, each, to be created in favour of the security trustee for the benefit of the Lenders.</p>
j.	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
k.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement;	Not Applicable

	<p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</p>	
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II. SIAL Share Pledge Agreement

S. No.	Particulars	Details
a.	Name(s) of parties with whom the agreement is entered	Sical Logistics Limited (" Company ") and Pristine Logistics & Infraprojects Limited as the pledgors; Sical Infra Assets Limited (" SIAL ") as the confirming party and Catalyst Trusteeship Limited as the security trustee (" SIAL Share Pledge Agreement ").
b.	Purpose of entering into the agreement	<p>The Company is availing rupee term loan aggregating up to INR 250,00,00,000/- (Indian Rupees two fifty crores only) ("Facility") from Aditya Birla Capital Limited and such other lenders as may be agreed (collectively, the "Lenders").</p> <p>For the purpose of securing the Facility, the SIAL Share Pledge Agreement has been executed by the Company for creating a first ranking exclusive pledge over the shares of SIAL held by it in favour of the security trustee for the benefit of the Lenders.</p>
c.	Size of agreement	Not Applicable
d.	Shareholding, if any, in the entity with whom the agreement is executed	46.40%
e.	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.	<p>Upon the occurrence of an event of default, the security trustee has the power to enforce the security created over the shares of SIAL held by the Company.</p> <p>The Company is restricted from disposing off its shareholding in SIAL.</p>
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	SIAL is subsidiary of the Company.
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes
h.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable

i.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	Not Applicable
j.	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
k.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</p>	Not Applicable

III. Company Share Pledge Agreement

a.	if the listed entity is a party to the agreement, details of the counterparties (including name and relationship with the listed entity);	Sical Logistics Limited (" Company ") as the confirming party, Pristine Malwa Logistics Park Private Limited (holding company and related party of the Company) as the pledgor (" HoldCo ") and Catalyst Trusteeship Limited as the security trustee (" Company Share Pledge Agreement ").
b.	<p>if listed entity is not a party to the agreement,</p> <p>i. name of the party entering into such an agreement and the relationship with the listed entity;</p> <p>ii. details of the counterparties to the agreement (including name and relationship with the listed entity);</p> <p>iii. date of entering into the agreement.</p>	Not Applicable

c.	purpose of entering into the agreement;	<p>The Company is availing rupee term loan aggregating up to INR 250,00,00,000/- (Indian Rupees two fifty crores only) ("Facility") from Aditya Birla Capital Limited and such other lenders as may be agreed (collectively, the "Lenders").</p> <p>For the purpose of securing the Facility, the Company Share Pledge Agreement has been executed by the HoldCo for creating a first ranking exclusive pledge over 50.34% of its shareholding in the Company in favour of the security trustee for the benefit of the Lenders.</p>
d.	shareholding, if any, in the entity with whom the agreement is executed;	Not Applicable. The HoldCo holds 100% shares of the Company.
e.	significant terms of the agreement (in brief);	The HoldCo has created a first ranking and exclusive pledge over 50.34% its shareholding in the Company. Upon the occurrence of an event of default, the security trustee has the power to enforce the security created over the shares of the Company held by the HoldCo. The HoldCo is required to maintain 1.25% minimum share cover ratio throughout the tenor of the Facility. The HoldCo is restricted from disposing off its shareholding in the Company.
f.	extent and the nature of impact on management or control of the listed entity;	Upon the occurrence of an event of default, the security trustee has the power to enforce the security created over 50.34% shares of the Company held by the HoldCo.
g.	details and quantification of the restriction or liability imposed upon the listed entity;	Not Applicable.
h.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes – the Company is wholly owned subsidiary of the HoldCo
i.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes
j.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable.
k.	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.
l.	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):	Not Applicable.

	<p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	
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IV. SBLPL Share Pledge Agreement

a.	if the listed entity is a party to the agreement, details of the counterparties (including name and relationship with the listed entity);	Not Applicable
b.	<p>if listed entity is not a party to the agreement,</p> <p>i. name of the party entering into such an agreement and the relationship with the listed entity;</p> <p>ii. details of the counterparties to the agreement (including name and relationship with the listed entity);</p> <p>iii. date of entering into the agreement.</p>	Sical Bangalore Logistics Park Limited (" SBLPL ") (i.e., step down subsidiary of the Company) as the confirming party, Sical Infra Assets Limited (" SIAL ") (i.e., wholly owned subsidiary of the Company) as the pledgor (" HoldCo ") and Catalyst Trusteeship Limited as the security trustee (" SBLPL Share Pledge Agreement ") dated June 16, 2025.
c.	purpose of entering into the agreement;	<p>The Company is availing rupee term loan aggregating up to INR 250,00,00,000/- (Indian Rupees two fifty crores only) ("Facility") from Aditya Birla Capital Limited and such other lenders as may be agreed (collectively, the "Lenders").</p> <p>For the purpose of securing the Facility, the SBLPL Share Pledge Agreement has been executed by SIAL for creating a first ranking exclusive pledge over 100% of its shareholding in SBLPL in favour of the security trustee for the benefit of the Lenders.</p>
d.	shareholding, if any, in the entity with whom the agreement is executed;	<p>The Company holds 46.40% shares of SIAL.</p> <p>SIAL holds 100% shares of SBLPL.</p>
e.	significant terms of the agreement (in brief);	SIAL has created a first ranking and exclusive pledge over 100% its shareholding in SBLPL. Upon the occurrence of an event of default, the security trustee has the power to enforce the security created over the shares of SBLPL held by SIAL. SIAL is restricted from disposing off its

		shareholding in SBLPL.
f.	extent and the nature of impact on management or control of the listed entity;	Upon the occurrence of an event of default, the security trustee has the power to enforce the security created over 100% shares of SBLPL held by SIAL.
g.	details and quantification of the restriction or liability imposed upon the listed entity;	Not Applicable.
h.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes – SIAL is wholly owned subsidiary of the Company and SBLPL is a step down subsidiary of the Company
i.	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Yes
j.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable.
k.	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.
l.	<p>in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	Not Applicable.