

December 9, 2022

To,
The Compliance Department
BSE Limited
P. J. Towers,
Dalal Street, Fort,
Mumbai – 400 001
Scrip Code – 522295

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

Sub: Disclosure pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 with respect to execution of Joint Venture Agreement

Dear Sir/Madam,

In term of Regulation 30 read with the SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015, Control Print Limited (Company) herewith intimates / discloses to BSE Ltd and National Stock Exchange Ltd that the Company has entered and executed Joint Venture Agreement on December 8, 2022 with V Shapes SRL to form new Joint Venture Company (Private Limited Company proposed to be incorporated) in India to carry business of contract filling and packaging services, sale and marketing of the packaging machines & packaging materials etc.

We herewith intimate to you about the said execution of Joint Venture Agreement in terms of requirements of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015.

The details as required under Listing Regulations read with SEBI Circular is being enclosed herewith for information of Stock Exchange.

Kindly take the same on your records.

Thanking you,

For Control Print Limited



Akshay Satasiya
Company Secretary & Compliance Officer

Place: Mumbai

Annexure – A

Sr. No.	Details of Events required to be disclosed	Disclosures
a)	Name(s) of parties with whom the agreement is entered	Control Print Limited (the Company) and V-Shapes SRL (V-Shapes)
b)	Purpose of entering into the agreement	The Company has entered into Joint Venture (JV) Agreement on December 8, 2022 with V Shapes SRL to form new Joint Venture Company (Private Limited Company proposed to be incorporated) in India to carry business of contract filling and packaging services, sale and marketing of the packaging machines & packaging materials etc.
c)	Shareholding, if any, in the entity with whom the agreement is executed	<ul style="list-style-type: none"> • The Company does not have any shareholding in V Shapes SRL or its group companies. • The shareholding of Proposed Joint Venture Company will be as follows: <ol style="list-style-type: none"> 1. The Company will hold 90 % of paid up and issued share capital for consideration of Rs. 10,00,00,000/- (Rupees Ten Crore) 2. V-Shapes will hold 10% of paid up and issued share capital in consideration for transferring its technical know-how and Intellectual property to the Company for advancement of business
d)	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	<ul style="list-style-type: none"> • The Company has right to appoint to 2 Director and V Shapes has right to appoint 1 Director in proposed Joint Venture Company. • Standard clauses on restriction on transfer of shares, deadlock, event of default, etc. have been incorporated in the JV agreement.
e)	whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship	No
f)	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length	No

g)	in case of issuance of shares to the parties, details of issue price, class of shares issued	On incorporation of proposed Joint Venture Company, equity share will be issued at face value of Rs. 10 per share.
h)	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;	<p>Pursuant to Joint Venture Agreement, no change in Board structure or nomination on the Board of Listed Company is proposed/ effected. The Joint Venture between Company and V - Shapes have right to nominate/appoint director on the Board of Proposed New (JV) to be formed in terms of clause d above.</p> <p>There is no potential conflict of interest arising (in listed Company or JV) out of such agreement.</p>
i)	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>a) name of parties to the agreement;</p> <p>b) nature of the agreement;</p> <p>c) date of execution of the agreement;</p> <p>d) details of amendment and impact thereof or reasons of termination and impact thereof.</p>	Not Applicable.