



26<sup>th</sup> September, 2024

The Listing Department, <b>The Calcutta Stock Exchange Ltd.</b> 7, Lyons Range, Kolkata – 700001  Scrip Code- 022035	The Manager Department of Corporate Services, <b>BSE Limited</b> P. J. Towers, Dalal Street, Mumbai - 400001  Script Code- 531241	The Manager, Listing Department, <b>National Stock Exchange of India Ltd.</b> Exchange Plaza, Bandra Kurla Complex, Bandra (East), Mumbai - 400051  Symbol- LINC
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Dear Sir / Madam,

**Sub:** Outcome of Board Meeting - Intimation under Regulation 30 of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Entering into Joint Venture Agreement.

Pursuant to regulations 30 read with Schedule III of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we would like to inform you that the Board of Directors, at their meeting held today, have approved the Joint Venture Agreement between Linc Limited (“LINC”) and Mitsubishi Pencil Company, Limited (“MITSUBISHI”) to carry out manufacturing and sales of high quality yet affordable writing instruments tailored for Indian consumer.

The details required under Regulation 30 of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed herewith as Annexure.

The meeting commenced at 10.30 am and concluded at 11.20 am

Thanking You,

Yours faithfully,  
For LINC LIMITED

DIPANKAR DE  
*Company Secretary*

## Details of Joint Venture Agreement

Sr. No	Particulars	Details
1	Name(s) of Parties with whom the agreement is entered.	Linc Limited (LINC) Mitsubishi Pencil Company Limited (MITSUBISHI) Uni Linc Private Limited (proposed JVC)
2	Purpose of entering into the agreement.	Joint venture to carry out manufacturing and sales of high quality yet affordable writing instruments tailored for Indian consumer.
3	Shareholding, if any, in the entity with whom agreement is executed.	The initial paid-up capital of the Company shall be an amount of INR 200,000,000 (Indian Rupees Two Hundred Million Only) divided into 20,000,000 (Twenty Million) Equity Shares. The shareholding of MITSUBISHI and LINC in the JVC will be-  MITSUBISHI: 51 % LINC : 49%
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to subscription in case of issuance of shares, right to restrict any change in capital structure etc.	Significant terms of the agreement, inter alia includes the following: 1. 2 (Two) Directors shall be nominated by MITSUBISHI and 1 (One) Director shall be nominated by LINC in the JVC 2. LINC Nominee Director shall be appointed as the Chairman of the JVC 3. One of the MITSUBISHI Nominee Directors, shall be appointed as the Managing Director of the JVC 4. Decisions on certain matters will be taken at shareholder meetings with the affirmative vote of both LINC and MITSUBISHI. 5. MITSUBISHI have the right to appoint Auditors at the JVC. 6. Other standard terms and conditions applicable to a Shareholding Agreement for operation and management of JVC.
5	Whether the said parties are related to promoters / promoter group / group companies in any manner, if yes, nature of relationship.	No
6	Whether the transactions would fall within related party transactions? If yes whether the same is done at "arms length"	No, However MITSUBISHI holds 13.45% stake in LINC
7	In case of issuance of shares to the parties details of issue of price, class of shares issued.	The Equity Shares of JVC will be subscribed at a price of Rs. 10/- each by LINC and MITSUBISHI.
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.	No potential conflict of interest is arising out of this agreement.
9	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a. Name of the parties to 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