



To,

20th Sep, 2019

Corporate Relationship Department,
The Bombay Stock Exchange
1st floor, New Trading Ring,
Rotunda Building, P.J. Towers,
Dalal Street, Mumbai-400001

Co. Name: Trinity League India Ltd.
Code No. : 531846

Sub: Disclosure under Regulation 30 read with Schedule III of SEBI Listing Regulation 2015 (LODR)

Dear Sir/ Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, we would like to inform you that in the 05/2019-2020 board meeting held on Thursday 19th Day of September, the Board of Directors of the company authorized Mr. Akhilesh Jain as authorized representative to enter into a Joint Venture Agreement on behalf of Trinity League India Ltd. and the agreement was signed on Thursday 19th Day of September, 2019 with **HOLDING CTRL2GO LIMITED**, a Company duly organized and existing under the laws of Republic of Cyprus whose registered office is at Themistokli Dervi, 5, ELENION BUILDING, 2nd floor, 1066, Nicosia, Cyprus to make Agrotech Risk Private Limited as Joint Venture Company (JVC), by transferring its 50% shares stake in Agrotech Risk Private Ltd. to **HOLDING CTRL2GO LIMITED**, with an objective to provide assistance to Crop Verification Centre.

Details required to be disclosed as per SEBI Circular no CIR/CFD/CMD/4/2015 dated 9th September, 2015 is enclosed as Annexure-1.

This is for your information and record.

Yours faithfully
For Trinity League India Limited

Dharmender Kumar
Dharmender Kumar
Company Secretary &
Compliance officer
M. No.: A45372



TRINITY LEAGUE INDIA LTD.

Regd. Office : A-23, Mandakini Enclave, Alaknanda, G.K. II, New Delhi 110 019

Corp Office : "Trinity Tower", B-2, Sector-7, Noida-201301 (U.P.),

Ph: 011 40562329 - Email: trinityleague@trinitygroup.ind.in

Website : www.trinityasia.in

CINU NO. L74999DL1988PLC031953

TLI/ 1671

Annexure-1

Details as per the Securities and Exchange Board of India circular no. CIR/CFD/CMD/4/2015 dated September 9, 2015

1	Name(s) of parties with whom the agreement is entered	HOLDING CTRL2GO LIMITED (Existing under the law of Republic of Cyprus
2	Purpose of entering into the Agreement	To set-up a limited liability company, which has already been incorporated in India, under the name and style of "Agrotech Risk Private Limited". b. The Company is currently a wholly owned subsidiary of Trinity and upon the execution of this Agreement, the ownership of the Company shall be as follows: Trinity - 50% Ctrl2Go - 50%
3	Shareholding, if any, in the entity with whom the agreement is executed	NIL
4	Significant terms of the Agreement (in brief) -	
	Board of Directors	Constitution of the Board and appointment of Directors shall be as per the Section V para B of the JV Agreement, which are as under: Board of Directors: (a) The Directors shall operate and manage the Company in accordance with applicable laws, AoA and the terms of SHA. (b) Unless otherwise agreed the number of directors shall be 4 with 2 Directors being appointed each by Trinity and Ctrl2Go. The number of Directors may be increased up to 12 keeping the ratio of directors appointed by Trinity and Ctrl2Go equal at all times. Each Party shall be entitled to remove, replace and re-nominate each of the Directors nominated by such Party. (C) Board Meetings: (i) All day to day operations of the Company shall be supervised by the Board of Directors. The Board shall meet as per the requirements of the Act. (ii) The Directors amongst themselves shall choose a person who shall be appointed as the Chairman of the Board, however the Chairman shall not have a "Casting Vote".
	First right to share subscription in case	As per Joint Venture Agreement.



	of issuance of shares													
	Right to restrict any change in capital structure etc.	As per Joint Venture Agreement.												
	Other	Nil												
5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No												
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length"	No												
7	In case of issuance of shares to the parties details of issue price, Class of shares issued	<p>As per Section III of JV agreement</p> <p>Current Capital Structure: The current capital structure of the Company is as follows:</p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Parties</th> <th>% holding (based on total equity shares)</th> <th>No. of Equity Shares of INR 10.00 each</th> <th>Mode of Payment</th> <th>Total Amount Paid Up (in INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Trinity League India Ltd.</td> <td>100%</td> <td>5,00,000</td> <td>Bank transfer to company account</td> <td>50,00,000.00</td> </tr> </tbody> </table> <p>C. Proposed Capital Structure: The Company will increase its authorised capital to INR 2,50,00,000.00 (Rupees Two Crores and Fifty Lakhs Only) divided into 25,00,000 (Twenty-Five Lakhs only) equity shares of INR 10.00 (Rupees Ten only) each. Trinity will purchase additional 7,50,000 (Seven Lakh Fifty Thousand only) equity shares of INR 10.00 (Rupees Ten only) by paying a total consideration of INR 75, 00,000.00 (Rupees Seventy-Five Lakhs only). Whereas, Ctrl2Go will purchase 12,50,000 (Twelve Lakhs Fifty Thousand) equity shares of INR 10.00 (Rupees Ten only) each for a total consideration of INR 1, 25, 00,000.00 (Rupees One Crore Twenty-Five Lakhs only)</p>	S.No.	Parties	% holding (based on total equity shares)	No. of Equity Shares of INR 10.00 each	Mode of Payment	Total Amount Paid Up (in INR)	1.	Trinity League India Ltd.	100%	5,00,000	Bank transfer to company account	50,00,000.00
S.No.	Parties	% holding (based on total equity shares)	No. of Equity Shares of INR 10.00 each	Mode of Payment	Total Amount Paid Up (in INR)									
1.	Trinity League India Ltd.	100%	5,00,000	Bank transfer to company account	50,00,000.00									



		The final Capital Structure will be as follows: S.No.	Parties	% holding (based on total Equity Shares)	No. of Equity Shares of Rs. 10.00 each	Mode of Payment	Total Amount Paid up (in INR)
		1.	Trinity	50%	1250,000	Bank transfer to company account	12,500,000.00
		2.	Ctrl2Go	50%	1,250,000	via escrow mechanism	12,500,000.00
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.	Nil					
9	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; date of execution of the agreement; details of amendment and impact thereof or reasons of termination and impact thereof.	As per JV agreement					

