

Date: September 10, 2024

To,
The Manager (Deptt. of Corporate Services)
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400001.

To,
The Secretary,
Calcutta Stock Exchange Limited
7, Lyons Range,
Kolkata-700001

Scrip Code: 530475

ISIN: INE015C01016

SUBJECT: Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/Ma'am,

In compliance with Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and in continuation to our earlier communication dated August 02, 2024 in relation to proposal for potential Joint Venture in South Africa.

We are pleased to inform you that Tinna Rubber and Infrastructure Limited ("the Company") has signed Joint Venture Agreement ("Shareholders Agreement") with Lionshare Holdings (Pty) Ltd ("JV Partner") and Mbodla Investments (Pty) Ltd ("JVC"), Johannesburg, South Africa, for the purpose of acquiring used tyres and recycling them either in India and/or to commence a recycling plant in South Africa and development and management of a tyre recycling venture in South Africa and/or manufacturing and export of used tyres/crumb rubber and other allied products.

The overall proposed investment in the aforesaid JVC will be for an amount not exceeding equivalent upto INR 6,00,00,000/- (Rupees Six Crores Only) in one or more tranches, out of which 49% i.e. INR 2.94 crores approximately will be by the Company and remaining 51% i.e. INR 3.06 crores approximately will be by JV Partner, in/to the aforesaid JVC, subject to further approval of Board and Shareholders, if any, and/or any regulatory/statutory authority

The necessary information as required to be disclosed in this regard in terms of Regulation 30(2) of SEBI (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-A**.

You are requested to take the same on your records

Thanking you

For **TINNA RUBBER AND INFRASTRUCTURE LIMITED**

Sanjay Kumar Rawat
Company Secretary
ACS: 23729

Enclosure: a/a

“Annexure-A”

Sl. No.	PARTICULARS	DETAILS
a.	name(s) of parties with whom the agreement is entered;	Tinna Rubber and Infrastructure Limited (“ TINNA ”/” Company ”) and Lionshare Holdings (Pty) Ltd (“ LIONSHARE ”/” JV Partner ”); and Mbodla Investments (Pty) Ltd (“ MBODLA/JVC ”)
b.	purpose of entering into the agreement;	The parties have entered into a shareholders agreement to serve as their joint venture vehicle for the purpose of acquiring used tyres and recycling them either in India and/or to commence a recycling plant in South Africa TINNA and LIONSHARE will jointly invest in the development and management of a tyre recycling venture in South Africa and/or manufacturing and export of used tyres/crumb rubber and other allied products
c.	shareholding, if any, in the entity with whom the agreement is executed;	TINNA will hold 49% of ordinary issued shares capital and LIONSHARE will hold 51% ordinary issued share capital, of MBODLA.
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.;	Ordinary Shares are 100 (one hundred) ordinary shares of R1 (one rand) each, in the issued share capital of the Company. There shall be 4 (four) Directors on the Board of the JVC. The Company and JV Partner will have the right to appoint 2 Directors each. The Board shall be responsible for overall management and day to day business affairs of the JVC including the appointments of Key Managerial Personnel, as per the terms and conditions mentioned in the shareholders agreement JV Partners wishing to sell all or any of its shares in the JVC shall be obliged to offer such shares to the other JV Partner LIONSHARE warrants and indemnifies TINNA from any possible pre-existing liabilities that the JVC may be liable for before the date of signature of this Agreement Assignment of any rights and/or obligation or any alteration under the agreement, shall be in writing with the consent by the parties to agreement
e.	whether, the said parties are related to promoter group/group companies in any manner. If yes, nature of relationship;	LIONSHARE and MBODLA are not related to promotor/promotor group/group companies in any manner.

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 both parties (in agreed equity proportion) at of shares issued;	Not Applicable
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.	Not Applicable
i.	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 the agreement; b) nature of agreement; c) date of execution of the agreement d) details of amendment and impact thereof or reasons of termination and impact thereof	Not Applicable