

REF:TSL:SEC:2024/295

November 29, 2024

BSE Limited
P J Towers
Dalal Street, Fort
Mumbai 400 001

National Stock Exchange of India Ltd.,
5th Floor, Exchange Plaza
Bandra (E)
Mumbai - 400 051

Scrip Code: 509243

Scrip Code: TVSSRICHAK

Sub: Disclosure under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR”).

Dear Sir/Madam,

In terms of Regulation 30 of the SEBI (LODR) Regulations and other applicable rules and regulations if any, it is hereby informed that the Company is invested in TVS Automobile Solutions Private Limited (“**TVS Automobile**”) by holding 9,11,741 Equity Shares, representing 7.58% of its paid-up share capital. Further, our company had executed a Shareholders Agreement with TVS Automobile along with other investors.

TVS Automobile has undergone corporate restructuring through a Composite Scheme of Arrangement (Demerger) and Amalgamation (“Scheme”) involving TVS Automobile Solutions Private Limited, (Transferee Company), TASL Automobile Solutions Private Limited (Resulting Company) and ki Mobility Solutions Private Limited (Transferor Company), and their respective shareholders. This said Scheme is approved by the Hon'ble National Company Law Tribunal, Chennai.

Following the approval of the Scheme and as a part of this corporate restructuring, our Company, as an investor, is required to execute Amended and Restated Shareholders' Agreements with the Transferee Company along with other investors which will replace the existing Shareholders Agreement.

Accordingly, we have executed Shareholders' Agreement today with the Transferee Company.

The details as required under regulation 30 of SEBI (LODR) Regulations, 2015, read with Circular No. SEBI/HO/CFD/CFD-PoD1/P/CIR/2023/123 dated July 13, 2023, are provided in **Annexure A**.

This is for your information and records.

Thanking you
Yours faithfully
for TVS SRICHAKRA LIMITED

Chinmoy Patnaik
Company Secretary & Compliance Officer
Membership No. A14724

TVS Srichakra Limited

CIN: L25111TN1982PLC009414

Regd. Office: TVS Building, 7-B, West Veli Street, Madurai 625 001.

Tel:+91 0452 2356400, Fax: +91 0452 2443466 | Website: www.tvseurogrip.com | Email: secretarial@eurogriptyres.com

Manufacturing Unit: Vellaripatti, Melur Taluk, Madurai-625 122, Tel:+91 452 2443300

Annexure A

Particulars	TVS Automobile Solutions Private Limited (Transferee company)		
a) if the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity);	Sr. No	Name of the Counterparts to the Agreement	Relationship with the Reporting entity
	1	THE ASSOCIATED AUTO PARTS PRIVATE LIMITED	Subsidiary entity of TVS Mobility Private Limited (Part of Promoter group company of Reporting Listed Entity)
	2	NITYA KALYANEE INVESTMENT LIMITED	Promoter Group of Listed Reporting Entity
	3	TVS SRICHAKRA LIMITED	Reporting Listed Entity
	4	TVS MOBILITY PRIVATE LIMITED	Part of Promoter Group of Listed Reporting Entity
	5	RAJAM MOBILITY SOLUTIONS LLP	Subsidiary entity of TVS Mobility Private Limited (Part of Promoter Group of Reporting Entity)
	6	DINRAM LOGISTICS SERVICES LLP	Body Corporate in which twenty percent or more of the equity share capital is held by the Promoter and their relatives
	7	TVS AUTOMOBILE SOLUTIONS PRIVATE LIMITED	Investee Company & Related Party
	8	PRATITHI INVESTMENT TRUST	No Relationship
	9	SCP INDIA ADVISORS LLP	No relationship
	10	SEATRUST INVESTMENT PARTNERS	No relationship
	11	LINGOTTO CO-INVEST FUND I ILP	No relationship
12	CASTROL INDIA LIMITED	No relationship	

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	13	MITSUBISHI CORPORATION	No relationship
	14	KITARA ASL, MAURITIUS	No relationship
	15	MOBILION VENTURES L.P.	No relationship
	16	KITARA ASL TRUST	No relationship
b) if listed entity is not a party to the agreement, I. name of the party entering into such an agreement and the relationship with the listed entity; II. details of the counterparties to the agreement (including name and relationship with the listed entity); III. iii. date of entering into the agreement.	Not applicable		
c) purpose of entering into the agreement;	To govern the inter-se rights of the shareholders & further to exercise greater control over the operations of the Companies and to act as a promoter group as a single bloc in respect of any right, action or waiver to be exercised by any of them under the said Agreement and/ or the Articles to the extent permissible by applicable Law.		
d) shareholding, if any, in the entity with whom the agreement is executed;	9,11,741 Equity Shares of Rs.10/- each in the Transferee Company, now representing 5.08% of its paid-up share capital on a fully diluted basis.		
e) significant terms of the agreement (in brief);	Board composition	6 by TVS group, 1 by Kitara, 2 by Mitsubishi, 1 by Lingotto, 1 by Castrol	
	Reserved Matters	Mitsubishi, Kitara, Exor, Castrol and TVS have reserved matter rights.	
	Lock in / Transfer restriction	Promoter group to hold minimum 35% stake in TVS Automobile/Transferee Company. Promoter group shareholding upto 35% will remain locked in and cannot be transferred/encumbered. Our Company is part of the Promoter group and not included in the list of Promoters in the agreement.	
	Tag along rights	When promoter sells stake, Investors (excluding affiliates of Promoter) have tag along right	
	Drag along rights	Not applicable	
	Exit rights	1. Endeavour IPO above Series C (Castrol) valuation before Jan,2028 (extendable by 12 months) 2. Facilitate sale to a third party in 12 months after expiry of exit period	

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		3. Promoters to make commercially reasonable efforts to do a buyback through the company in case IPO/ third party sale have not happened in the timeframe indicated above. The above exit events should be at a valuation above Series C (Castrol) valuation (else will require their consent to proceed with such exit options)
	In case of Exit acceleration events that are not cured within agreed timeframe, (applicable only in case of fraud by Promoters/company, breach of Investor rights with respect to Board composition, Board and shareholder reserved matters, anti-dilution and transfer provisions, non-compete and most favoured Investor rights for Castrol and Exor (i.e) other investors).	In case of Exit acceleration events that are not cured within agreed timeframe, (applicable only in case of fraud by Promoters/company, breach of Investor rights with respect to Board composition, Board and shareholder reserved matters, anti-dilution and transfer provisions, non-compete and most favoured Investor rights for Castrol and Exor (i.e) other investors).
	ROFO	In case any shareholder/investor intend to sell their shares, Promoters has a right of first offer
f) extent and the nature of impact on management or control of the listed entity;	No impact and control	
g) details and quantification of the restriction or liability imposed upon the listed entity;	Promoter group shareholding upto 35% will remain locked in and cannot be transferred/encumbered.	
h) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Please refer Point No.(a).	
i) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Not applicable	
j) in case of issuance of shares to the parties, details of issue price, class of shares issued;	Erstwhile shareholders of merged entity/ Transferor Company i.e., ki Mobility Solutions Private Limited will be issued shares in the Transferee Company with a share exchange ratio of 100:1336 , which would ensure same % stake post restructuring , which will not be applicable for the Reporting entity as it continue to hold the 9,11,741 Equity Shares of Rs.10/- each in the Transferee Company, now representing 5.08% of its paid-up share capital on a fully diluted basis.	
k) any other disclosures related to such agreements, viz., details of nominee on the board of directors	Not applicable	

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of the listed entity, potential conflict of interest arising out of such agreements, etc.;		
<p>i) 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>	<p>1 Name of the parties to SHA</p>	<p>THE ASSOCIATED AUTO PARTS PRIVATE LIMITED</p> <p>NITYA KALYANEE INVESTMENT LIMITED</p> <p>TVS SRICHAKRA LIMITED</p> <p>TVS MOBILITY PRIVATE LIMITED</p> <p>RAJAM MOBILITY SOLUTIONS LLP</p> <p>DINRAM LOGISTICS SERVICES LLP</p> <p>TVS AUTOMOBILE SOLUTIONS PRIVATE LIMITED</p> <p>PRATITHI INVESTMENT TRUST</p> <p>SCP INDIA ADVISORS LLP</p> <p>SEATRUST INVESTMENT PARTNERS</p> <p>LINGOTTO CO-INVEST FUND I ILP</p> <p>CASTROL INDIA LIMITED</p> <p>MITSUBISHI CORPORATION</p> <p>KITARA ASL, MAURITIUS</p> <p>MOBILION VENTURES L.P.</p> <p>KITARA ASL TRUST</p>
	<p>2 Nature of SHA</p>	<p>To govern the inter-se rights of the shareholders & further to exercise greater control over the operations of the Companies and to act as a promoter group as a single bloc in respect of any right, action or waiver to be exercised by any of them under the said</p>

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		Agreement and/ or the Articles to the extent permissible by applicable Law
3	Date of Execution of SHA	29.11.2024
4	Reasons for amendments	Ki Mobility solutions Private Limited, the Transferor company and their respective shareholders and creditors have entered into a scheme of arrangement pursuant to which, amalgamated into TVS Automobile Solutions Private Limited, the transferee company. The Shareholding post amalgamation pattern of the Company as on the date on which the Merger becomes effective (i.e. the date on which Form INC-28 in relation to the Merger is filed with the Registrar of Companies) (" Effective Date "). In accordance with the foregoing, Parties hereby intend to terminate the said Third Amended and Restated SHA and enter into this Agreement on the terms and conditions mentioned herein, on and from the Effective Date.

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