



## Samvardhana MotherSON International Limited

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February 07, 2025

National Stock Exchange of India Limited  
Exchange Plaza, 5th Floor  
Plot No.C/1, G-Block  
Bandra- Kurla Complex  
Bandra(E)  
Mumbai – 400051, India

BSE Limited  
1<sup>st</sup> Floor, New Trading Ring  
Rotunda Building  
P.J. Towers, Dalal Street  
Fort  
MUMBAI – 400001, India

**Scrip Code: MOTHERSON**

**Scrip Code: 517334**

**Subject: Intimation under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015**

Dear Sir / Madam,

SMRC Automotive Holdings Netherlands B.V. (“SAHN B.V.”) has approved to execute a Joint Venture Agreement with Matsui Mfg. Co. Ltd., Japan. SAHN B.V. is an indirect wholly owned subsidiary of the Company.

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, read with SEBI Circular SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, details of Joint Venture are enclosed herewith as **Annexure I**.

The aforesaid proposal was considered at the Board Meeting of the Company held today i.e. February 7, 2025. The Board Meeting of the Company commenced at 0630 Hours (IST) and concluded at 0730 Hours (IST).

The above is for your information and records.

Thanking you

Yours truly  
For Samvardhana MotherSON International Limited

Alok Goel  
Company Secretary

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Unit – 705, C Wing, ONE BKC, G Block  
Bandra Kurla Complex, Bandra East  
Mumbai – 400051, Maharashtra (India)  
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## Joint Venture

Sl. No.	Particulars	Details						
1.	Name(s) of parties with whom the agreement is entered	<p>a. SMRC Automotive Holdings Netherlands B.V. (“SAHN B.V”), a limited company incorporated and existing under the laws of Netherlands, having Amsterdam Chamber of Commerce number as 60670274 and having its registered office at Hoogoorddreef 15, 1101 BA, Amsterdam, the Netherlands. SAHN B.V is a indirect wholly owned subsidiary of Samvardhana Motherson International Limited (“SAMIL”) and</p> <p>b. MATSUI MFG. CO., LTD., a company duly organized and existing under the laws of Japan having its registered address at 17F OBP Plaza Building, 1-4-70 Shiromi, Chuo-ku, Osaka, 540-0001 Japan (hereinafter referred to as “Matsui”).</p>						
2.	Purpose of entering into the agreement	<p>SAMIL and Matsui have a long standing relationship with two existing partnerships in the field of manufacturing, installation and servicing of industrial auxiliary equipment such as Dehumidifying Dryer, Mold Temperature Controller, Granulator, Chiller, intelligent cooling solutions and other value added services of Industrial Automation.</p> <p>Building on long lasting and successful partnership in India, both parties have agreed to collaborate in a new partnership aiming to deliver manufacturing automation solutions for customers in Japan and other mutually agreed territories. These solutions cover the entire manufacturing cycle including process automation, material handling, quality control &amp; inspection and robotic integration. Thereby enhancing operational efficiency, reducing costs and minimizing waste.</p>						
3.	Shareholding, if any, in the entity with whom the agreement is executed.	<p>The Joint Venture Company (“JVC”) will be incorporated in Japan with following initial shareholding:</p> <table border="1" data-bbox="678 1480 1289 1648"> <thead> <tr> <th data-bbox="678 1480 903 1547">Name of the Party</th> <th data-bbox="903 1480 1289 1547">Percentage Shareholding on a fully diluted basis</th> </tr> </thead> <tbody> <tr> <td data-bbox="678 1547 903 1599">SAHN B.V</td> <td data-bbox="903 1547 1289 1599">50% +1 stock</td> </tr> <tr> <td data-bbox="678 1599 903 1648">Matsui</td> <td data-bbox="903 1599 1289 1648">50%- 1 stock</td> </tr> </tbody> </table>	Name of the Party	Percentage Shareholding on a fully diluted basis	SAHN B.V	50% +1 stock	Matsui	50%- 1 stock
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SAHN B.V	50% +1 stock							
Matsui	50%- 1 stock							
4.	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.;	<p>The significant terms of the agreement <i>inter-alia</i>, includes the following:</p> <p>a. The Board of the JVC shall consist of 5 (five) Directors; 3 appointed by SAHN B.V &amp; 2 appointed by Matsui; and</p> <p>b. Joint venture agreement include rights and restrictions customary to a transaction of this nature.</p>						
5.	Whether, the said parties are related to promoter /	Not Applicable						

	promoter group / group companies in any manner, if yes, nature of relationship	
6.	Whether the transaction would fall within related party transactions? if yes, whether the same is done at "arm's length".	Not Applicable
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	<p>JVC shall have an initial authorised share capital of JPY 300,000,000 (Japanese Yen Three Hundred Million Only) comprising of 30000 (Thirty thousand Only) equity shares of JPY 10,000 (Japanese Yen ten thousand only) each.</p> <p>The initial issued and paid-up equity share capital of the JVC shall be JPY 1,000,000 (Japanese Yen One Million Only) comprising of 100 (One Hundred Only) equity shares of JPY 10,000 (Japanese Yen Ten thousand only) each</p>
8.	Any other disclosure related to such agreement, 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
9.	<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