



# Samvardhana MotherSON International Limited

(formerly MotherSON Sumi Systems Limited)

Head Office: C-14 A & B, Sector 1, Noida – 201301 Distt. Gautam Budh Nagar, U.P. India

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January 18, 2024

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

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

**Scrip Code : 517334**

**Symbol : MOTHERSON**

**Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015 (“SEBI LODR Regulations”)**

Dear Sir / Madam,

Samvardhana MotherSON Innovative Solutions Limited (“**SMISL**”) a wholly owned subsidiary of Samvardhana MotherSON International Limited (“**the Company**”) has entered into a Securities Subscription Agreement, Shareholders Agreement and Technology Support Agreement (“**Definitive Agreements**”) all dated January 18, 2024 with BIEL Crystal (Singapore) Private Limited (“**BIEL**”).

Pursuant to the Definitive Agreements, BIEL will make investment(s) in MotherSON Electronic Components Private Limited (“**MECPL**”), a wholly owned subsidiary of SMISL. Further, MECPL will receive Technical Assistance from BIEL and/or its Affiliates.

The above disclosure is pursuant to regulation 30 of SEBI (LODR) Regulations, 2015 read with Para A of Part A of Schedule III of the LODR Regulations. The details as required under SEBI LODR Regulations read with SEBI circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are enclosed as **Annexure A**.

The Board Meeting of the Company commenced at 0600 Hours (IST) and concluded at 0645 Hours (IST).

Thanking you,

Yours truly,  
For Samvardhana MotherSON International Limited  
(formerly MotherSON Sumi Systems Limited)

Alok Goel  
Company Secretary

Regd Office:  
Unit – 705, C Wing, ONE BKC, G Block  
Bandra Kurla Complex, Bandra East  
Mumbai – 400051, Maharashtra (India)  
Tel: 022-61354800, Fax: 022-61354801  
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Sl. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	<p>The Share Subscription Agreement, Shareholders Agreement and Technology Support Agreement (“<b>Definitive Agreements</b>”) all dated January 18, 2024, are executed among the following:</p> <ol style="list-style-type: none"> <li>1. <b>BIEL CRYSTAL (SINGAPORE) PRIVATE LIMITED</b>, a company incorporated under the laws of Singapore and having its registered office at 12 Marina View #12-05 Asia Square Tower 2, Singapore – 018961 (“<b>BIEL</b>”). BIEL and its Affiliates are principally engaged in business of manufacture, assembly and supply of enclosure and module solutions (including parts, components, materials, back cover glass of mobile phones and related services) for use in or with smart devices (mobiles, smart watch, e readers etc.) and automobiles (module assembly for LiDAR and head-up display, panel lamination etc.)</li> <li>2. <b>SAMVARDHANA MOTHERSON INNOVATIVE SOLUTIONS LIMITED</b>, a company incorporated under the laws of India and having its registered office at Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051, Maharashtra, India (“<b>SMISL</b>”). SMISL and its Affiliates are primarily engaged, <i>inter-alia</i>, in manufacture and sale of components to automotive original equipment manufacturers.</li> <li>3. <b>MOTHERSON ELECTRONIC COMPONENTS PRIVATE LIMITED</b>, a company incorporated under the laws of India and having its registered office at F-7 Block, B-1, Mohan Cooperative Industrial Estate, Mathura Road, Tugalkabad, New Delhi – 110044, India (“<b>MECPL</b>”). MECPL was incorporated on March 15, 2023, to carry on the business of manufacturing, design, development, assembly, marketing, sale of components, materials etc. and to act as a vehicle for exploring new businesses for further expansion.</li> </ol>
2.	Purpose of entering into the agreement	<p>SMISL, MECPL and BIEL have entered into a strategic relationship and have entered into following Definitive Agreements:</p> <ol style="list-style-type: none"> <li>(a) Securities Subscription Agreement pursuant to which, BIEL shall subscribe 0.01% Cumulative Compulsory Convertible Preference Shares (CCPS) having a tenure of five (5) years. Upon conversion, initial investment of CCPS will entitle BIEL to acquire up to 10% paid-up equity</li> </ol>

		<p>share capital of MECPL, on fully diluted basis. Subject to customary conditions, <i>inter-se</i>, BIEL will have right to increase its shareholding in the Equity Share Capital of MECPL upto additional 39% (through primary and/or secondary and/or combination of both), i.e., aggregating to 49% of share capital of MECPL on fully diluted basis.</p> <p>(b) Shareholders' Agreement with respect to <i>inter-se</i> relationship between SMISL and BIEL and for the management and governance of MECPL.</p> <p>(c) Technology Support Agreement which will enable MECPL to carry on the business of production (including assembly) to carry on its business. BIEL and its affiliates will provide technology for engineering and manufacturing processes to MECPL for agreed programs at a commercially agreed royalty fee.</p> <p>(d) The investment by BIEL is subject to approval of the Government of India, as per applicable laws ("<b>Approval</b>"). In case closing is not achieved within agreed long-stop date, BIEL will have right to terminate Technology Support Agreement, except for existing programs for which technology support will continue as mutually agreed.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed.	SMISL is a direct wholly owned subsidiary of Samvardhana Motherson International Limited (" <b>the Company</b> "). Further, MECPL is a wholly owned subsidiary of SMISL.
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 Definitive Agreements, <i>inter-alia</i>, provides for the following provisions for share subscription, shareholders and management rights etc.:</p> <p>(a) SMISL will always have right to appoint majority of the directors of MECPL. BIEL will have right to nominate director(s) of MECPL:-  (a) one (1) director for shareholding less than 26%; (b) two (2) directors for shareholding between 26% and less than 40%; (c) for shareholding between 40% to 49%, one (1) director less than SMISL's nominee directors. In addition, independent directors to be appointed in accordance with the provisions of the [Indian] Companies Act, 2013;</p> <p>(b) MECPL to maintain shareholding ratio, on fully diluted basis, including for future fundings as per approved business plan(s). In case, any one shareholder does not subscribe for future funding(s), his shareholder will stand diluted to the extent of shares not subscribed.</p>

		<p>(c) Issuance of equity shares and/or convertible securities into equity shares to third party (i.e. other than to existing shareholders or their affiliates) will require consent from BIEL and SMISL.</p> <p>In addition, the Definitive Agreements will include customary and/or commercially agreed conditions with respect to Right of First Refusal, Tag/Drag Rights, affirmative rights of the parties, appointment of official(s) / key managerial person(s), representation, warranties, indemnities, non-complete, Arbitration, termination etc.</p>
5.	Whether, the said parties are related to promoter / promoter group / group companies in any manner, if yes, nature of relationship	No. Not applicable.
6.	Whether the transaction would fall within related party transactions? if yes, whether the same is done at "arm's length".	No. Not applicable.
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	<p>BIEL will acquire shareholding of MECPL, subject to the approval and up to such percentage as mentioned hereinabove at serial nos. 2. CCPS will be issued for cash consideration and be converted into equity shares at fair market value determined pursuant to the applicable laws.</p> <p>Also, the fresh equity shares of MECPL upon exercise of right available with BIEL under the Shareholders Agreement, will be issued to BIEL for cash consideration, at fair market value determined pursuant to the applicable laws.</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.;	Nil. 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>	Not Applicable being initial disclosure.

	d) Details of amendment and impact thereof or reasons of termination and impact thereof.	
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