

Date : 23<sup>rd</sup> March 2020

The Manager Listing Department National Stock Exchange of India Ltd., Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (E) Mumbai – 400 051  [Symbol: SUPREMEIND ISIN: INE195A01028]	Department of Corporate Services BSE Limited Phiroze Jeejeebhoy Towers Dalal Street Mumbai- 400001  [Security Code: 509930 ISIN: INE195A01028]
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**Subject:** Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**LODR**)

We refer to our letter dated 4 April 2018 (Ref. No. SH/13/2018) regarding establishing Kumi Supreme India Private Limited (**KSI**) as a joint venture between the Company and Kumi Kasei Co., Ltd., Japan (**Kumi**) by execution of, *inter alia*, a joint venture agreement (**JV Agreement**) among the Company, Kumi and KSI. Pursuant to the JV Agreement, the Company acquired 25,025,611 equity shares of KSI (**KSI Shares**), constituting 20.67% of its equity share capital.

In this regard, we hereby inform you that, with the approval of its Board of Directors by Circular Resolution dated 20<sup>th</sup> March 2020, the Company has decided to exit the joint venture by way of a sale of the KSI Shares to a nominee of Kumi (**Proposed Transaction**). In this regard, the Company has entered into a share purchase agreement (**SPA**) and shall be entering into a Joint Venture termination agreement (**Termination Agreement**), in each case with, *inter alia*, Kumi (Thailand) Co. Ltd, Kumi Supreme India Private Limited and Kumi Kasei Co. Ltd.

The Proposed Transaction is expected to be closed by 27<sup>th</sup> March 2020. On and from the completion of the Proposed Transaction, the JV Agreement shall stand terminated and KSI shall cease to be an associate of the Company.


Disclosures with respect to the SPA and the Termination Agreement, in accordance with Regulation 30 of the LODR read with the SEBI Circular CIR/CFD/CMD/4/2015 dated 9<sup>th</sup> September 2015, are annexed as **Annexure 1**.

You are requested to take the aforesaid details on record.

Thanking you,

Yours faithfully,

For The Supreme Industries Ltd.

  
(R.J. Saboo)  
VP (Corporate Affairs) &  
Company Secretary



**The Supreme Industries Limited**

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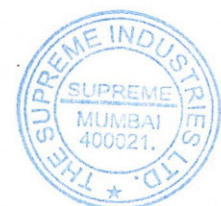
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**Annexure 1: Disclosure under Regulation 30 of the LODR**

<p>Name(s) of parties with whom the agreement is entered</p>	<p>(i) Supreme Industries Limited (<b>Company</b>);  (ii) Kumi Kasei Co. Ltd (<b>Kumi</b>);  (iii) Kumi (Thailand) Co. Ltd (<b>Purchaser</b>); and  (iv) Kumi Supreme India Private Limited (<b>KSI</b>)   (The Company, Kumi, Purchaser and KSI together, <b>Parties</b>)</p>
<p>Purpose of entering into the agreement</p>	<p>The Parties have entered into a share purchase agreement dated 23<sup>rd</sup> March 2020 (<b>SPA</b>) and propose to enter into a termination agreement for in order to: (a) effect the sale and transfer of the Company's entire shareholding in KSI being 25,025,611 (twenty five million twenty five thousand six hundred and eleven) equity shares, constituting 20.67% (twenty point six seven percent) of KSI's share capital (<b>KSI Shares</b>) to the Purchaser in consideration for a price per equity share of INR 9.72, aggregating to INR 243,248,939 (Indian Rupees Two Hundred Forty Three Million Two Hundred Forty Eight Thousand Nine Hundred Thirty Nine only), on such terms and conditions as set forth under the SPA; and (b) terminate the existing joint venture agreement dated 4 April 2018 among the Company, Kumi and KSI with respect to the operations of KSI.</p>
<p>Shareholding, if any, in the entity with whom the agreement is executed</p>	<p>The Company does not hold any shares in the Purchaser or Kumi. The Company holds approximately 20.67% of the share capital of KSI, which is proposed to be transferred to the Purchaser pursuant to the SPA.</p>
<p>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>	<p>The nominees of the Company on the Board of Directors of KSI shall resign with effect from the Closing (<i>as defined in the SPA</i>).</p>



Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	No. Neither the Purchaser nor Kumi is related to the promoter/promoter group/ group companies in any manner. Further, on and from Closing, KSI will cease to be an Associate of the Company
Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length"	No. The Purchaser is not a related party to the Company; accordingly, transaction will not fall within related party transaction.
In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable.
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.

For The Supreme Industries Ltd.

  
 (R.J. Saboo)  
 VP (Corporate Affairs) &  
 Company Secretary

