



Samvardhana MotherSON International Limited

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September 16, 2024

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
1st 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 Hamakyorex Co. Ltd, Japan. SAHN B.V., is a 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/CFDPOD-1/P/CIR/2023/123 dated July 13, 2023, details of Joint Venture are enclosed herewith as Annexure I.

The Board Meeting of the Company commenced at 0815 Hours (IST) and concluded at 0835 Hours (IST).

The above is for your information and records.

Thanking You

Yours truly
For Samvardhana MotherSON International 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
CIN No.: L35106MH1986PLC284510
Email: investorrelations@motherSON.com

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 wholly owned subsidiary of Samvardhana Motherson International Limited (“the Company”). Hereinafter collectively referred to as “Motherson”; and</p> <p>b. Hamakyorex Co. Ltd., a company duly organized and existing under the laws of Japan having its principal place of business at 1701-1, Terawaki-cho, Chuo-Ku, Hamamatsu City, Shizuoka Prefecture, Japan 430-0841 (hereinafter referred to as “Hamakyorex”).</p>						
2.	Purpose of entering into the agreement	<p>Motherson and Hamakyorex have an existing strategic partnership with both parties having 50% shareholding each. This was established in 2019 and is engaged in the business of finished vehicle logistics in India.</p> <p>On the back of the ongoing successful partnership in India both parties have decided to enter into another partnership. It is being setup to conduct comprehensive logistics operations and provide a range of related services, including third-party logistics (3PL), warehousing, packaging, and import/export (EXIM) solutions, to various industries in Japan or other locations as mutually agreed between the parties</p>						
3.	Shareholding, if any, in the entity with whom the agreement is executed.	<table border="1"> <thead> <tr> <th>Name of the Party</th> <th>Percentage Shareholding</th> </tr> </thead> <tbody> <tr> <td>Motherson</td> <td>51%</td> </tr> <tr> <td>Hamakyorex</td> <td>49%</td> </tr> </tbody> </table>	Name of the Party	Percentage Shareholding	Motherson	51%	Hamakyorex	49%
Name of the Party	Percentage Shareholding							
Motherson	51%							
Hamakyorex	49%							
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>a. The joint venture shall be operational through incorporation of a new joint venture company (“JVC”)</p> <p>b. The Board of the JVC shall consist of minimum 5 (five) Directors; 3 appointed by Motherson & 2 appointed by Hamakyorex</p> <p>c. Object of the joint venture is to conduct comprehensive logistics operations and provide a range of related services, including third-party logistics (3PL), warehousing, packaging, and import/export (EXIM) solutions, to various industries in Japan or other locations as mutually agreed.</p>						
5.	Whether, the said parties are related to promoter / promoter group / group companies in any manner, if yes, nature of relationship	Not Applicable						

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 200,000,000 (Japanese Yen Two Hundred Million Only) comprising of 4,000 (Four Thousand) equity shares of JPY 50,000 (Japanese Yen Fifty Thousand Only) each.</p> <p>The initial issued and paid-up equity share capital of the JVC shall be JPY 50,000,000 (Japanese Yen Fifty Million Only) comprising of 1,000 (One Thousand) equity shares of JPY 50,000 (Japanese Yen Fifty Thousand Only) each.</p> <p>Both parties will subscribe in their respective shareholding of Motherson 51% and Hamakyorex 49%.</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