

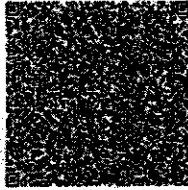
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INDIA NON JUDICIAL

**Government of National Capital Territory of Delhi**

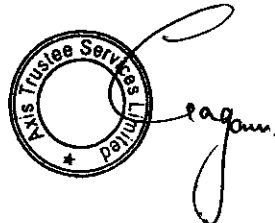
**e-Stamp**

Certificate No.	: IN-DL96186825010678X
Certificate Issued Date	: 05-Jun-2025 01:33 PM
Account Reference	: IMPACC (IV)/ dl960003/ DELHI/ DL-SAD
Unique Doc. Reference	: SUBIN-DL96000329693792805804X
Purchased by	: SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

THIS STAMP PAPER IS AN INTEGRAL PART OF REBENTURE TRUSTEE  
APPOINTMENT AGREEMENT EXECUTED BETWEEN SAMVARDHANA  
MOTHERSON INTERNATIONAL LIMITED AND AXIS TRUSTEE  
SERVICES LIMITED DATED JUNE 18, 2025



For Samvardhana Motherson International Ltd.

*Aloks*  
Alok Goel  
Company Secretary

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
2. In case of any discrepancy please inform the Competent Authority.



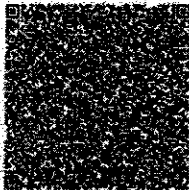
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INDIA NON JUDICIAL

**Government of National Capital Territory of Delhi**

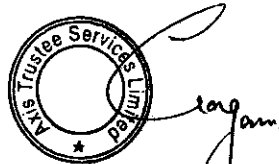
**e-Stamp**

<b>Certificate No.</b>	: IN-DL96188590861486X
<b>Certificate Issued Date</b>	: 05-Jun-2025 01:34 PM
<b>Account Reference</b>	: IMPACC (IV)/ dl960003/ DELHI/ DL-SAD
<b>Unique Doc. Reference</b>	: SUBIN-DL96000329693279412161X
<b>Purchased by</b>	: SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
<b>Description of Document</b>	: Article 5 General Agreement
<b>Property Description</b>	: Not Applicable
<b>Consideration Price (Rs.)</b>	: 0 (Zero)
<b>First Party</b>	: SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
<b>Second Party</b>	: AXIS TRUSTEE SERVICES LIMITED
<b>Stamp Duty Paid By</b>	: SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED
<b>Stamp Duty Amount(Rs.)</b>	: 500 (Five Hundred only)



Please write or type below this line

THIS STAMP PAPER IS AN INTEGRAL PART OF VENTURE TRUSTEE APPOINTMENT AGREEMENT EXECUTED BETWEEN SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED AND AXIS TRUSTEE SERVICES LIMITED DATED JUNE 18, 2025.



For Samvardhana Motherson International Ltd.

*Alok*

Alok Goel  
Company Secretary

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2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

**DATED JUNE 18, 2025**

**DEBENTURE TRUSTEE APPOINTMENT AGREEMENT**

**BETWEEN**

**SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (FORMERLY MOTHERSON SUMI SYSTEMS  
LIMITED)  
(as the COMPANY or the ISSUER)**

**AND**

**AXIS TRUSTEE SERVICES LIMITED  
(as the TRUSTEE or the DEBENTURE TRUSTEE)**

## DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This **Debenture Trustee Appointment Agreement** (“**Agreement**”) is made on this 18<sup>th</sup> day of June, 2025 at New Delhi between:

**SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED (FORMERLY MOTHERSON SUMI SYSTEMS LIMITED)**, a company incorporated under the provisions of the Companies Act of 1956 and validly existing under the Companies Act of 2013 with its Corporate Identity Number L35106MH1986PLC284510 and having its Registered Office at Unit 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 and having its corporate office at 11th Floor, Plot No. 1, Sector – 127, Noida-Greater Noida Expressway, Noida – 201301 (hereinafter called the “**Company**” or the “**Issuer**” which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**.

**AND**

**AXIS TRUSTEE SERVICES LIMITED**, a company registered under the Companies Act, 1956 and existing under the Companies Act, 2013, with corporate identity number U74999MH2008PLC182264, having its registered office at Axis House, P B Marg, Worli, Prabhadevi, Mumbai, Maharashtra, India, 400025 and its corporate office at The Ruby, 2nd Floor, SW 29 – Senapati Bapat Marg, Dadar – West, Mumbai – 400 028, in its capacity as the Debenture Trustee for the Debenture Holders (hereinafter referred to as the “**Debenture Trustee**” or “**Trustee**” which expression shall unless it be repugnant to the context be deemed to mean and include its successors, assigns and substitutes from time to time) of the **OTHER PART**.

The Company and the Debenture Trustee are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

### **PREAMBLE:**

- (A) The Company proposes to issue rated, listed, unsecured, redeemable, non-convertible debentures having a face value of INR 1,00,000 (Indian Rupees One Lakh only) each, with base issue size of INR 2,000 crore and option to retain oversubscription/ green shoe option of up to INR 500 crore, total issue size aggregating up to aggregating up to INR 2,500 crore (the “**Debentures**”), on a private placement basis to certain identified investors.
- (B) The Company has *vide* the resolution dated May 29, 2025 passed by its board of directors read with resolution of the finance committee of directors passed through circular resolution effected on June 18, 2025, authorised to issue and allot the Debentures on private placement basis in terms of the relevant general information document and the key information document (collectively, “**Disclosure Documents**”) to be filed by the Company with BSE.
- (C) Pursuant to the Companies Act, 2013, including any statutory modification or reenactment or replacement thereof, for the time being in force (“**Companies Act**”), SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied or modified from time to time (“**SEBI NCS Regulations**”), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, varied or modified from time to time (“**SEBI LODR Regulations**”) and the SEBI (Debenture Trustees) Regulations 1993 as amended, varied or modified from time to time (“**SEBI Debenture Regulations**”), the Company is required to appoint a debenture trustee for the benefit of the holders of the Debentures. The Debenture

Trustee is registered with the SEBI as a debenture trustee under the SEBI Debenture Regulations. Accordingly, the Company has approached Axis Trustee Services Limited to act as the Debenture Trustee on behalf of and for the benefit of the holders of the Debentures ("**Debenture Holders**") and Axis Trustee Services Limited have consented to act as Debenture Trustee for the benefit of the Debenture Holders of the proposed issue of the Debentures *vide* their consent letter dated June 17, 2025 subject to the disclosure of the information sought by the Debenture Trustee from the Company and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee (subject to Applicable Laws).

- (D) Accordingly, the Company and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following capitalized terms shall have the meaning as provided hereunder and capitalised words and expressions used herein and not defined shall have the meaning assigned to such words and expressions in the Debenture Trust Deed.
- 1.2 Unless the context otherwise requires, the provisions of clause 1.2 (*Interpretation*) of the Debenture Trust Deed shall apply to this Agreement *mutatis mutandis* as though they were set out in full in this Agreement.
2. That the Company hereby appoints Axis Trustee Services Limited as the Debenture Trustee for the Debenture Holders of the Debentures to be issued by the Company and Axis Trustee Services Limited hereby agrees to act as Debenture Trustee for the Debenture Holders. The Debenture Trustee and the Company shall also enter into the debenture trust deed (hereinafter referred to as the "**Debenture Trust Deed(s)**") and such other documents as may be required from time to time in relation to the Debentures.
3. The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the issue of Debentures.
4. The Company shall pay to the Debenture Trustee so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/to be executed. The remuneration of the Debenture Trustee shall be as per the offer letter dated June 13, 2025 and bearing reference number ATSL/CO/25-26/0574 as may be amended/modified from time to time.
5. The Company undertakes to, and shall, comply with the provisions of SEBI Debenture Trustee Regulations, SEBI NCS Regulations, debt listing agreement, SEBI master circular bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated 22 May 2024, as amended from time to time, SEBI master circular for debenture trustees bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, as amended from time to time,

SEBI LODR Regulations, the Companies Act and other applicable provisions under applicable laws, regulations and guidelines (including guidelines of other regulatory authorities in respect of allotment of debentures) ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance with the terms, conditions and law relating to the Debentures until the redemption in full of the Debentures.

6. The Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence, if so required, in connection with the issuance and allotment of the Debentures, in accordance with the Relevant Laws.

7. **Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws. Without prejudice to the aforesaid, the Company shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as may be required by the Debenture Trustee in accordance with the Applicable Laws.

8. **Notice of exercise of trustee powers**

Pursuant to the appointment of the Debenture Trustee, the Debenture Trustee agrees and is authorised to take whatever action as shall be required to be taken by the Debenture Trustee in accordance with the Transaction Documents, and subject to the terms and provisions of the Debenture Trust Deed and any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, deeds, agreements, instruments and certificates referred to in such documents, agreements, instruments and certificates.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Agreement or any Transaction Documents, the Debenture Trustee shall only upon receipt of Majority Debenture Holder(s) instructions/approval initiate any action or exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred in these presents.

9. **Terms of carrying out due diligence**

- (a) The Debenture Trustee, either through itself or its agents /advisors/consultants, at its own expense, shall carry out requisite diligence (to the extent required under Applicable Laws).
- (b) Without prejudice to the aforesaid and to the extent required under Applicable Laws, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the Applicable Laws.

- (c) The Debenture Trustee shall have the power to independently appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence (to the extent required under applicable law) by the Debenture Trustee.
10. The Company undertakes to promptly furnish all and any information as may be required by the Debenture Trustee in terms of the Relevant Laws and the Debenture Trust Deed on a regular basis, including without limitation the following documents, as may be applicable / required:
- (a) Disclosure Documents in relation to the issue of Debentures;
  - (b) the necessary corporate authorisations by way of board resolution and finance committee resolution necessary for the issue of the Debentures;
  - (c) Agreement with the registrar to Issue, if any;
  - (d) the constitutional documents of the Issuer;
  - (e) Depository details;
  - (f) Letters/ press release/ rating rationales from credit rating agencies about credit ratings;
  - (g) the proof of credit of the Debentures in favour of the Debenture Holders;
  - (h) latest annual report;
  - (i) bank account details of the Company along with copy of pre-authorisation letter issued by Company in relation to the payment of redemption amount and interest amount from Company's bank;
  - (j) executed copies of the Transaction Documents;
  - (k) certified true copy of the resolution for allotment of Debentures;
  - (l) confirmation/proofs of payment of interest and principal made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable SEBI regulations including the Relevant Laws;
  - (m) listing application along with the required details / annexures submitted to the stock exchanges;
  - (n) in-principle approval for listing of the Debentures from the stock exchanges;
  - (o) within the timelines prescribed under Applicable Law, certificate from statutory auditor of the Company (if required under the Applicable Laws to be provided at the end of financial year) on utilization of funds/issue proceeds;

- (p) Statutory auditor certificate, on a half yearly basis on compliance with the covenants of the offer document/ information memorandum;
- (q) periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to stock exchange under the Relevant Laws or under Applicable Law;
- (r) beneficiary position reports as provided by the registrar and transfer agent;
- (s) details of the recovery expenses fund to be created by the Company in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from stock exchange on the amount of such fund maintained and the mode of maintenance.
- (t) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the and to ensure the implementation of the conditions regarding debenture redemption reserve and recovery expense fund;
- (u) acknowledgement of filing the Disclosure Documents with the stock exchange;
- (v) statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (w) listing and trading permission from the stock exchange in respect of Debentures; and
- (x) such other documents as may be reasonably required by the Debenture Trustee.

#### **11. Information Accuracy and Storage**

- (a) The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement;
- (b) The Company confirms that the requisite disclosures made in the Disclosure Documents are true and correct;
- (c) All disclosures made in the Disclosure Documents are in confirmation with the clauses of this Agreement; and
- (d) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.

#### **12. Other Terms and Conditions**

- (a) The Debenture Trustee, *ipso facto* does not have the obligations of a borrower or a



principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.

- (b) The Company confirms that all necessary disclosures shall be made in the Disclosure Documents including but not limited to statutory and other regulatory disclosures.
- (c) The issuance, the allotment and the listing of the Debentures shall be in accordance with the Relevant Laws.
- (d) The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount and interest amount due to the Debenture Holder. Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee under the Debenture Trust Deed to seek the redemption amount payment and interest amount payment related information from such bank, in the format as set out in Annexure A of this Agreement.

13. The Company further agrees, undertakes, confirms that:

- (a) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) shall be disclosed in Disclosure Documents;
- (b) Terms and conditions of this Agreement including fees charged by the Debenture Trustee shall be disclosed under the Disclosure Documents.
- (c) The Company agrees and confirms that the purpose of the Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management as the Company.
- (d) The Company confirms that the Company is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Company is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Company.
- (e) The Company hereby further confirms that:
  - (i) the Company, its promoter or its directors have not been restrained or prohibited or debarred by SEBI from accessing the securities market or dealing in securities.
  - (ii) any of the promoters or directors of the Company is not a promoter or director of another company which is debarred from accessing the securities market or dealing in securities by SEBI;
  - (iii) none of its promoters or directors is a fugitive economic offender; or
  - (iv) no fine or penalties levied by the SEBI /stock exchanges is pending to be paid

by the Company at the time of filing the Disclosure Documents

*Provided that the:*

- (a) restrictions mentioned at Clause 13 (e) (ii) above shall not be applicable in case of a person who was appointed as a director only by virtue of nomination by a debenture trustee in other company.
- (b) restrictions mentioned in Clause 13 (e) (i) and (ii) above shall not be applicable if the period of debarment is over as on date of filing of the draft Disclosure Documents with SEBI.

**14. Indemnity, Stamp Duty, Remuneration and Expenses**

- (a) Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("**Indemnifying Party**") shall indemnify and agree to hold the Debenture Trustee, or any of its respective directors, officers, employees, attorneys, associates, affiliates, experts or agents (each an "**Indemnified Party**") indemnified to the fullest extent permitted by applicable laws, from and against any and all direct and actual losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party (collectively, "**Losses**") arising in connection with or as a result of:
  - (i) Any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being materially breached by such Indemnifying Party;
  - (ii) Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
  - (iii) Any material non-compliance, with the provisions of this Agreement.
- (b) The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification clause shall survive the termination of this Agreement.
- (c) The Company hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the Transaction Documents including the instrument of Debentures shall be solely borne by the Company.
- (d) The Company shall, pay on demand, all direct and actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement, against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all expenses

and out-of-pocket costs incurred by the Debenture Trustee as per the terms of the letter dated June 13, 2025 and bearing reference number ATSL/CO/25-26/0574 and fees and expenses of counsel appointed by the Debenture Trustee incurred in connection with the preparation and execution of the Transaction Documents or any related documentation requested by the Debenture Holders/Trustee. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration, or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver.

- (e) This Agreement is entered into in compliance with the Companies Act, SEBI Debenture Regulations and other applicable provisions and shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
- (f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
- (g) Subject to the Relevant Law, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
- (h) The Parties agree and undertake that the provisions pertaining to Event of Default, general covenants of the Parties, appointment of Debenture Trustee and its powers, retirement of the Debenture Trustee and appointment of new debenture trustee, rights of the Debenture Trustee and obligations of the Issuer, appointment of Debenture Trustee as attorney, shall be more particularly mentioned in the Debenture Trust Deed.

## 15. **GOVERNING LAW AND JURISDICTION**

### 15.1. **Governing Law**

This Agreement, and all non-contractual obligations arising out of or in connection with it, is governed by and shall be construed in accordance with the laws of India.

### 15.2. **Dispute Resolution and Jurisdiction**

- (a) The Parties agree that the courts and tribunals of New Delhi shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or the Debentures (including any dispute regarding non-contractual obligations and any dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) (a “**Dispute**”) and accordingly any legal action or proceedings arising out of or in connection with this Agreement or the Debentures (“**Proceedings**”) may be brought solely in such courts or tribunals and, for such purposes, irrevocably submit to the jurisdiction of such courts and tribunals.

- (b) Without prejudice to and subject to Clause 15.2(a) above, the Parties agree that, to the extent mandatorily required under Applicable Law or applicable to the Parties under Applicable Law in connection with the issue of the Debentures, the disputes between the Company and the Debenture Trustee arising out of or in connection with the activities of the Debenture Trustee in the securities market (acting for itself and in its individual capacity) shall be settled through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023, as amended or replaced from time to time.

*[The remaining page has been intentionally left blank]*

## **ANNEXURE A**

### **Format of Pre-Authorisation letter from Issuer with appended Acknowledgement Letter of Bank**

Date: [●]

To,

[Account Bank]

[insert name and Branch Address]

**Subject: Pre-authorization letter to Axis Trustee Services Limited appointed as “Debenture Trustee” in respect of issue of rated, listed, unsecured, redeemable, non-convertible debentures each having a face value of Rs. 1,00,000 (Indian Rupees One Lakh only) with base issue size of INR 2,000 crore and option to retain oversubscription/ green shoe option of up to INR 500 crore, total issue size aggregating up to aggregating up to INR 2,500 crore (the “Debentures”) by Samvardhana Motherson International Limited (formerly known as Motherson Sumi Systems Limited) on a private placement basis.**

Dear Sir/Madam,

1. We have issued the captioned Debentures and Axis Trustee Services Limited is appointed to act as the Debenture Trustee, for the benefit of the debenture holders.
2. In terms of the SEBI Master Circular SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, (as updated from time to time) [copy enclosed] read with SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, we are required to inform to the Debenture Trustee the details of bank and account from which the Debenture interest /redemption payments shall be /are proposed to be made along with a pre-authorization to them (Debenture Trustee) to seek debenture /redemption and interest payment related information and data from such bank.
3. We maintain an account no. [●] with you which will be utilised for making the redemption and interest payments of the captioned Debentures until the maturity date viz., [\_\_\_\_\_].
4. Thus, we hereby grant, irrevocable and unconditional, authority to the Debenture Trustee to liaison and seek information relating to the debt redemption and interest payment status from the afore-mentioned account for ascertaining and monitoring the redemption and interest payment status of the captioned Debentures until the maturity date or full discharge/settlement/satisfaction of the Debentures.
5. We request you to give your consent/acknowledgement in writing for exercise of the rights / authority granted in para. no. 4 above to the Debenture Trustee in the suggested format as specified in the Enclosure hereunder.

Thanking you,

Yours Faithfully

*[Issuer Company]*

Encl: (1) SEBI Circular; and

(2) Bank consent/ acknowledgement format.

CC: Axis Trustee Services Limited

[Address]

**ENCLOSURE  
ON LETTER HEAD OF BANK**

[Date]

**[Axis Trustee Services Limited]**

Dear Sir/Madam

**Subject: Pre-authorization letter to Axis Trustee Services Limited appointed as “Debenture Trustee” in respect of issue of rated, listed, unsecured, redeemable, non-convertible debentures each having a face value of Rs. 1,00,000 (Indian Rupees One Lakh only) with base issue size of INR 2,000 crore and option to retain oversubscription/ green shoe option of up to INR 500 crore, total issue size aggregating up to aggregating up to INR 2,500 crore (the “Debentures”) by Samvardhana Motherson International Limited (formerly known as Motherson Sumi Systems Limited) on a private placement basis.**

**Ref:** Account holder (“Issuer”) Request Letter ref. no. [●] dated [●]

This is with reference to captioned request letter requesting us to provide information relating to debt payment status of the subject Debentures.

In this connection, we give our consent/ acknowledgement to provide you the information/ data relating to interest and redemption payment information from the account no. [●] being maintained with us by the Company (Issuer) on your request in terms of the SEBI Master Circular no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 (as updated from time to time) and SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021.

Thanking you,

**Authorised Signatory**

Copy to:

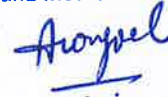
[Name of Issuer]

[Address]

**IN WITNESS WHEREOF** the Company caused these presents to be executed by its authorised signatory the day and year first hereinabove written in the manner hereinafter appearing.

**SIGNED AND DELIVERED** by **SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED**, the within named **Company** by the hand of its authorized officials, who have signed these presents) pursuant to the resolution passed at the meeting of the Board dated May 29, 2025 read with the circular resolution passed by the finance committee of the directors held on June 18, 2025 and in token thereof.

For Samvardhana Motherson International Ltd.



**Alok Goel**  
**Company Secretary**

\_\_\_\_\_  
Name:

Designation:

**IN WITNESS WHEREOF** the Debenture Trustee has caused these presents to be executed by its authorised signatory the day and year first hereinabove written in the manner hereinafter appearing.

**SIGNED AND DELIVERED** by **AXIS TRUSTEE SERVICES LIMITED**, in its capacity as the Debenture Trustee by the hand of its authorized officials.



Name: GAGAN ARORA  
Designation: Asst. Manager.