



Samvardhana Mother's International Limited

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August 1, 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
1st Floor, New Trading Ring
Rotunda Building,
P.J. Towers, Dalal Street
Fort,
MUMBAI – 400001, India

Symbol: MOTHERSON

Scrip Code: 517334

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

Dear Sir / Madam,

The Board of Directors of Samvardhana Mother's International Limited ("**SAMIL**" / "**the Company**") have approved to execute a Joint Venture Agreement with Macauto Industrial Co., Ltd. ("**Macauto**"), a company listed on Taiwan Stock Exchange Corporation and located in Taiwan.

The strategic partnership will enable SAMIL via its Modules & Polymer Products Division to enhance the product portfolio with manual and motorized sunshades for window & roof systems, wind deflector and associated products that are well patented for passenger and commercial vehicle segment. Backed by advanced engineering and production capabilities, the collaboration is focused on providing high-quality solutions aligned with evolving automotive design and performance standards. The strategic relationship will have its manufacturing operations and sales territory established in India, with potential expansion to other geographies as mutually agreed.

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

The aforesaid proposal(s) were considered at the Board Meeting of the Company held today i.e. August 01, 2025. The Board Meeting of the Company commenced at 1615 Hours (IST) and concluded at 1652 Hours (IST).

The above is for your information and records.





Thanking you

Yours truly
For Samvardhana Mother's 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@mothers.com

Joint Venture

Sl. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	<p>SAMVARDHANA MOTHERSON INTERNATIONAL LIMITED, a company duly incorporated and existing under the laws of India, having its registered office at 705, C Wing, ONE BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051, India (hereinafter referred to as “SAMIL”/ “the Company”)</p> <p>MACAUTO INDUSTRIAL CO., LTD., an OTC (Over-The-Counter) company incorporated within the meaning and under the provisions of the Companies Act, 1983, having its registered office at No. 6, Yongke 5th Rd, Yongkang District, Tainan City 710, Taiwan, R.O.C. (hereinafter referred to as “Macauto”)</p>
2.	Purpose of entering into the agreement	<p>Macauto was founded in year 1979 and headquartered in Tainan City, Taiwan specializing in automotive interiors and comfort components. Macauto has a complete in-house design and engineering center with over 100 x registered patents and provides customized interior solutions.</p> <p>The strategic partnership is being established to design, develop, manufacture and assemble a wide portfolio of window and roof sunshade systems. The product portfolio integrates advanced engineering with motorized technology to align with interior aesthetics and meet stringent functional and OEM standard.</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;">  <p>Door Sunshade (Manual & Powered)</p> </div> <div style="width: 50%;">  <p>Sunshade for Roof systems</p> </div> <div style="width: 50%;">  <p>Luggage Cover systems</p> </div> <div style="width: 50%;">  <p>Rear window sunshades (Manual & Powered)</p> </div> </div>

		<p>The strategic partnership is uniquely positioned to gain from:</p> <ul style="list-style-type: none">• Technical & engineering capabilities of Macauto for sunshade systems combined with strong interior capabilities of Motherson group will create a one stop integrated solution for OEMs.• Comprehensive products ranging from manual to powered systems with the potential to cater across entry level to premium segments.• Large insourcing opportunity from global interior business of Motherson group.						
3.	Shareholding, if any, in the entity with whom the agreement is executed	<p>A Joint Venture Company (hereinafter referred to as “JVC”) will be incorporated in India and will have shareholding structure as mentioned below:</p> <table><tr><th>Name of Party</th><th>Shareholding</th></tr><tr><td>SAMIL (along with nominee shareholder)</td><td>50% +1 share</td></tr><tr><td>Macauto (along with nominee shareholder)</td><td>50% - 1 share</td></tr></table>	Name of Party	Shareholding	SAMIL (along with nominee shareholder)	50% +1 share	Macauto (along with nominee shareholder)	50% - 1 share
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Macauto (along with nominee shareholder)	50% - 1 share							
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 Board of JVC shall comprise of a minimum of 5 (five) directors; 3 (three) directors nominated by SAMIL and 2 (two) directors nominated by Macauto.</p> <p>The revenues of JVC shall be consolidated with SAMIL.</p> <p>The Joint Venture agreement includes the rights and obligations customary to transaction of this nature.</p>						
5.	Whether, the said parties are related to promoter / promoter group / group companies in any manner, if yes, nature of relationship	<p>This is not a related party transaction for the Company.</p>						
6.	Whether the transaction would fall within related party transactions? if yes, whether the same is done at “arm’s length’.	<p>Not applicable</p>						
7.	In case of issuance of shares to the parties, details of issue price, class of	<p>The JVC shall have an initial paid-up share capital comprising of 50,000 (Fifty Thousand</p>						

	shares issued	<p>only) equity shares at face value of INR 10/- (Indian Rupees Ten only) each.</p> <p>Based on the business requirements, both parties to the joint venture will subscribe to paid-up share capital in their respective shareholding ratio.</p>
8.	Any other disclosures 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 b) Nature of the agreement; c) Date of execution of the agreement; d) Details of amendment and impact thereof or reasons of termination and impact thereof</p>	Not applicable