

March 19, 2026

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

BSE Limited
1st Floor, New Trading Ring
Rotunda Building,
P.J. Towers, Dalal Street Fort,
Mumbai– 400001, Maharashtra, 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 MotherSON International Limited (“**SAMIL**”/ “**Company**”) have approved to execute a Joint Venture Agreement with Hellmann Worldwide Logistics (MESA) Holding Limited, a company duly incorporated and existing under the laws of Dubai International Financial Centre, United Arab Emirates (“**UAE**”).

The strategic partnership will enable SAMIL *via* its Logistics Solution Division, to provide world class supply chain solutions to automotive industry and support customers with essential logistics requirements. The collaboration, *inter-alia*, aims to bring greater resilience, efficiency, and stability to supply chains by providing integrated third-party and fourth-party logistics services globally (excluding Japan).

The strategic relationship shall be operational *via* incorporation of a new joint venture company in Dubai, UAE.

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, read with SEBI Master Circular HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 dated January 30, 2026, details of Joint Venture are enclosed herewith as **Annexure- I**.

The afore-mentioned proposal(s) were considered at the Board Meeting of the Company held today i.e. March 19, 2026. The Board Meeting of the Company commenced at 1630 Hours (IST) and concluded at 1725 Hours (IST).

The above is for your information and records.

Thanking you

Yours truly
For Samvardhana MotherSON International Limited

Alok Goel
Company Secretary

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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. 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, Maharashtra, India (“SAMIL”/ “Company”); and</p> <p>b. HELLMANN WORLDWIDE LOGISTICS (MESA) HOLDING LIMITED, a company duly incorporated and existing under the laws of Dubai International Financial Centre, United Arab Emirates (“UAE”), with office address at Unit GV-00-10-07-OF-02 Level 7, Gate Village Building 10, Dubai International Financial Centre, Dubai, UAE (hereinafter referred to as “Hellmann”), an indirect wholly owned subsidiary of Hellmann Worldwide Logistics SE & Co. KG., Germany.</p>						
2.	Purpose of entering into the agreement	<p>Hellmann Worldwide Logistics SE & Co. KG., is a Germany-based global freight forwarder headquartered in Osnabrück with a turnover of EUR 3.8 Bn. Hellmann Worldwide Logistics SE & Co. KG. is a leading global third-party logistics (“3PL”) and fourth-party logistics (“4PL”) provider with presence in over 170+ countries (including agents’ network) and is engaged into providing various services including but not limited to integrated logistics solutions for air, ocean, road freight, customs brokerage and contract logistics, across diversified sectors.</p> <p>The strategic partnership is being established, <i>inter-alia</i>, with the following rationale:</p> <ul style="list-style-type: none"> • To offer world class supply chain solutions to automotive industry and support customers with essential logistics requirements; and • To enhance resilience, efficiency, and stability in supply chains by providing integrated 3PL and 4PL services globally (excluding Japan). 						
3.	Shareholding, if any, in the entity with whom the agreement is executed	<p>A Joint Venture Company (“JVC”) will be incorporated in Dubai, UAE and will have shareholding structure as mentioned below:</p> <table border="1" data-bbox="786 1818 1208 1969"> <thead> <tr> <th data-bbox="786 1818 943 1885">Name of the Party</th> <th data-bbox="943 1818 1208 1885">Percentage Shareholding</th> </tr> </thead> <tbody> <tr> <td data-bbox="786 1885 943 1923">SAMIL</td> <td data-bbox="943 1885 1208 1923">51%</td> </tr> <tr> <td data-bbox="786 1923 943 1969">Hellmann</td> <td data-bbox="943 1923 1208 1969">49%</td> </tr> </tbody> </table>	Name of the Party	Percentage Shareholding	SAMIL	51%	Hellmann	49%
Name of the Party	Percentage Shareholding							
SAMIL	51%							
Hellmann	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 strategic joint venture shall be operational through incorporation of JVC in Dubai, UAE;</p> <p>b. The Board of JVC shall consist of minimum 6 (Six) directors; 3 (three) directors including Chairman to be appointed by SAMIL and 3 (three) directors to be appointed by Hellmann; and</p> <p>c. The Joint Venture agreement shall include rights and obligations customary to such a transaction.</p>
5.	Whether, the said parties are related to promoter / promoter group / group companies in any manner, if yes, nature of relationship.	This is not a related party transaction for the Company.
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 be incorporated with an authorized share capital of USD 10,000,000 (US Dollar Ten Million only) [equivalent to AED 36,725,000] and paid-up share capital of USD 1,000,000 (US Dollar One Million only) [equivalent to AED 3,672,500], based on the business requirements.</p> <p>Both the parties to the joint venture will subscribe to paid-up share capital in their respective shareholding ratio.</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