

**Date:** June 22, 2026

To,  
BSE Limited  
P. J. Towers,  
Dalal Street,  
Mumbai - 400 001  
Scrip Code: 543573

To,  
National Stock Exchange of India Limited Exchange  
Plaza, C-1, Block - G,  
Bandra Kurla Complex, Bandra (E)  
Mumbai - 400 051  
Symbol: **SYRMA**

**Subject: Intimation under Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the "Listing Regulations") - Agreement between Syrma SGS Technology Limited ("Company") and Kaga Electronics India Private Limited (Kaga)**

Dear Sir/Madam,

With reference to the captioned subject, pursuant to Regulation 30 of the Listing Regulations read with Part A of Schedule III and other applicable provisions of the Listing Regulations (including any statutory modification(s), amendment(s) or reenactment(s) thereof for the time being in force), we would like to inform you that the Company has executed an Agreement with Kaga Electronics India Private Limited (Kaga) ("**Agreement**") to establish, develop and operate a technologically advanced, state of the art EMS manufacturing facility together in India focusing on Japanese clients.

Pursuant to the said Agreement with Kaga, the Company shall invest for an aggregate ownership stake of upto 60% in the Joint Venture Company ("**JVCo**"), to be incorporated, and Kaga shall invest for an ownership stake of upto 40% in the JVCo ("**Proposed Transaction**"). The Proposed Transaction would be subject to customary conditions precedent, and closing conditions, as set out in the Agreement.

The disclosures in the prescribed format under Regulation 30 read with Part A of Schedule III of the Listing Regulations and the SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 dated 30<sup>th</sup> January 2026 are enclosed as "**Annexure - A**"

You are requested to take the above on record.

Thanking you.  
Yours faithfully,  
For **Syrma SGS Technology Limited**

**Bhabagrahi Pradhan**  
**Company Secretary**  
**Membership No: 4921**  
**Place: Gurgaon**



**Annexure – A**

**Details required under Part A of Schedule III of the Listing Regulations read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 dated 30<sup>th</sup> January 2026**

| Sr. No | Particulars  | Details  |
|--------|--|--|
| 1.     | <b>Name(s) of parties with whom the agreement is entered</b>   | Syrma SGS Technology Limited (the “ <b>Company</b> ”) has entered into an agreement (“ <b>Agreement</b> ”) with Kaga Electronics India Private Limited (Kaga) to set up a joint venture Company (“ <b>JVCo</b> ”).   |
| 2.     | <b>Purpose of entering into the agreement</b>  | The Company has entered into the Agreement to establish, develop and operate a technologically advanced, state of the art EMS manufacturing facility, together, in India focusing on Japanese clients.   |
| 3.     | <b>Shareholding, if any, in the entity with whom the agreement is executed</b>   | In the JVCo that is proposed to be incorporated, the Company will own 60% of the equity shares and Kaga will own 40% of the equity shares of the JVCo, subject to customary conditions precedent and closing conditions as out in the Agreement.   |
| 4.     | <b>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.</b> | <p>The Board of Directors of the JVCo shall comprise of 4 (Four) directors as follows:</p> <ul style="list-style-type: none"> <li>(i) 2 (Two) directors nominated by the Company; and</li> <li>(ii) 2 (Two) directors nominated by Kaga.</li> </ul> <p>The Agreement provides for certain customary rights and restrictions for a joint venture of this nature, <i>inter alia</i> including:</p> <ul style="list-style-type: none"> <li>(i) share transfer rights and restrictions, such as a right of first refusal of the Company / Kaga in case of transfers of equity shares of the JVCo by the other party.</li> <li>(ii) Syrma and Kaga both have reserved matter rights in relation to certain identified matters.</li> <li>(iii) provisions relating to future funding of the JVCo, including rights issue.</li> <li>(iv) Fall away rights.</li> </ul> |

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| 5. | <b>Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.</b>   | None.  |
| 6. | <b>Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"</b>   | No   |
| 7. | <b>In case of issuance of shares to the parties, details of issue price, class of shares issued</b>   | Pursuant to the Proposed Transaction, equity shares will be subscribed in the JVCo as follows: (a) by the Company for an aggregate amount of approx. INR 15 Cr, and (b) by Kaga for an aggregate amount of INR 10 Cr. The issuance of further shares shall be undertaken at the fair market value, which shall be determined as per the terms of the Agreement in accordance with a valuation report as per applicable laws. |
| 8. | <b>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.</b>   | Not Applicable.  |
| 9. | <b>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):<br/>a) name of parties to the agreement;<br/>b) nature of the agreement;<br/>c) date of execution of the agreement;<br/>d) details of amendment and impact thereof or reasons of termination and impact thereof.</b> | Not applicable at this stage.  |