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24 February 2025

To, Corporate Relations Department <b>BSE Limited</b> 1 <sup>st</sup> Floor, New Trading Ring Rotunda Building, P J Tower Dalal Street Mumbai 400 001 <b>BSE Code: 532977</b>	To, Corporate Listing Department <b>National Stock Exchange of India Ltd.</b> Exchange Plaza, 5 <sup>th</sup> Floor Plot No.C-1, G Block Bandra-Kurla Complex Bandra (East), Mumbai 400 051 <b>NSE Code: BAJAJ-AUTO</b>
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**Sub: Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Intimation of transaction pertaining to a loan provided by Bajaj Auto International Holdings BV (“BAIH BV”), a wholly owned subsidiary of Bajaj Auto Limited (“the Company”) to Pierer Bajaj AG (“PBAG”).**

Dear Sir / Madam,

In furtherance to the above and pursuant to Regulation 30 and Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), we hereby inform that:

Pursuant to our letter dated 21 February 2025, informing the Stock Exchange(s) about the approval accorded by the Board of Directors of the Company to invest funds of up to Euro 150 million in Bajaj Auto International Holdings BV (“BAIH BV”) a wholly owned subsidiary of the Company, either in the form of equity capital / preference capital / loan (convertible or otherwise), it is now reported that from the first tranche of funds transferred by the Company to BAIH BV after receiving the said approval, BAIH BV has provided a loan of Euro 50 million (equivalent to Rs. 455.56 crore at an assumed exchange rate of 1 Euro = Rs. 91.11) to Pierer Bajaj AG (“PBAG”) on 24 February 2025. BAIH BV holds a 49.9% stake in PBAG.

The said transaction has been approved by the Audit Committee of the Company and is being reported to the Stock Exchange(s) since it is a transaction of a subsidiary of the Company, to which the Company is not a party and is of a material value as per the relevant thresholds stipulated under Regulation 30(4) of the Listing Regulations.

The details as required under the Listing Regulations read with the SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11 November 2024 are enclosed herewith as “Annexure A”.

In terms of Regulation 30(8) of the Listing Regulations, this intimation will also be made available on the Company’s website at [www.bajajauto.com/investors/disclosures](http://www.bajajauto.com/investors/disclosures)

This is for your information and records.

Yours faithfully,  
For **Bajaj Auto Limited**

Rajiv Gandhi  
Company Secretary & Compliance Officer  
ACS 11263

Encl.: As Above

**The details required under Regulation 30 & Schedule III (Part A Para B) of the Listing Regulations read with the SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11 November 2024:**

Sr. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	The Loan Agreement (“Agreement”) has been executed between Bajaj Auto International Holdings BV (“BAIH BV”), a wholly owned subsidiary of Bajaj Auto Limited (“the Company”) and Pierer Bajaj AG (“PBAG”).
2.	Purpose of entering into the agreement	<p>i. BAIH BV is a wholly owned subsidiary of the Company in Netherlands.</p> <p>ii. BAIH BV holds a 49.9% stake in PBAG, Austria.</p> <p>iii. PBAG holds a 74.94% stake in PIERER Mobility AG (“PMAG”), Austria.</p> <p>iv. PMAG is the holding company of KTM AG, Europe’s leading manufacturer of powered two-wheelers, producing a full range of premium brands including KTM, GASGAS and Husqvarna Motorcycles.</p> <p>v. BAIH BV has given a loan of Euro 50 million (equivalent to Rs. 455.56 crore at an assumed exchange rate of 1 Euro = Rs. 91.11) on 24 February 2025 to facilitate the funding needs of PMAG’s subsidiary, viz. KTM AG, Austria, a leading European motorcycle manufacturer, as part of its ongoing restructuring process.</p> <p>vi. In order to enable PMAG to provide these funds to KTM, BAIH BV is providing a loan to PBAG which will be used by PBAG to finance PMAG, so that PMAG in turn will be able to finance the operating costs of KTM and prepare the phased resumption of the production of KTM. This transaction is being executed within the framework defined by the Administrator in Austria and its utilization is subject to a set of Conditions Precedent.</p> <p>In the event that the conditions are not fulfilled, the said Loan shall be immediately repaid back to BAIH BV.</p>
3.	Size of agreement	Euro 50 million (equivalent to Rs.455.56 Crores at an assumed exchange rate of 1 Euro = Rs. 91.11)
4.	Shareholding, if any, in the entity with whom the agreement is executed	<ul style="list-style-type: none"> <li>• BAIH BV is a wholly owned subsidiary of Bajaj Auto Limited.</li> <li>• BAIH BV holds a 49.9% stake in PBAG.</li> </ul> <p>PBAG holds a 74.94% stake in PMAG.</p>

5.	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 Loan is being executed within the framework defined by the Administrator in Austria (under the ongoing restructuring process of KTM AG) and its utilization is subject to a set of Conditions Precedent.</p> <p>In the event that the conditions are not fulfilled, the said Loan shall be immediately repaid to BAIH BV.</p>
6.	Whether the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship.	<ul style="list-style-type: none"> <li>• BAIH BV is a wholly owned subsidiary of the Company.</li> <li>• Shri Rajiv Bajaj, Promoter and Managing Director &amp; CEO of the Company is also on the Supervisory Board of PBAG.</li> </ul> <p>Other than this, none of the Company's promoter / promoter group / group companies have any interest in the said parties.</p>
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	<p>The parties to the agreement, viz. BAIH BV and PBAG are related parties of Bajaj Auto Limited.</p> <p>The aforesaid transaction is a related party transaction and carried out on an arm's length basis.</p> <p>The said transaction has been approved by the Audit Committee of the Company and is being reported to the Stock Exchange(s) since it is a transaction of a subsidiary of the Company, to which the Company is not a party and is of a material value as per the relevant thresholds stipulated under Regulation 30(4) of the Listing Regulations.</p>
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable.
9.	In case of loan agreements:	
	a. Details of lender / borrower	<ul style="list-style-type: none"> <li>• Lender: Bajaj Auto International Holdings BV, a wholly owned subsidiary of Bajaj Auto Limited.</li> <li>• Borrower: Pierer Bajaj AG.</li> </ul>
	b. Nature of the loan	Shareholder Loan at arm's length terms / pricing for a 3 year tenure with early repayment option.
	c. Total amount of loan granted	Euro 50 million (equivalent to Rs. 455.56 crore at an assumed exchange rate of 1 Euro = Rs. 91.11).
	d. Total amount outstanding	<p>None prior to this.</p> <p>Post this transfer, Euro 50 million (equivalent to Rs. 455.56 crore at an assumed exchange rate of 1 Euro = Rs. 91.11).</p>
	e. Date of execution of the loan agreement / sanction letter	24 February 2025

	f. Details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	Shareholder Loan.
10.	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.	Nil.
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s)	Not Applicable.
	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	