



23rd September, 2025

To,
BSE Limited,
Listing Department, P.J. Towers, Dalal
Street, Mumbai – 400 001
Scrip Code: 532694

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

Dear Sir/Madam,

Sub: Disclosure under Schedule III (Part A) of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to the Schedule III (part A) of Regulations 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 we wish to disclose that the Bartronics India Limited (“BIL”) has entered into Memorandum of Understanding (“MoU”) with Huwel Lifesciences Private Limited (“Huwel”).

In accordance with the requirements outlined under point 2 of Para B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby provide the requisite disclosures in the attached **Annexure A**.

You are requested to kindly take the above information on record.

Thanking You,

**Yours Faithfully,
For Bartronics India limited**

**Diksha Omer
Company Secretary**

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Annexure A

Name(s) of parties with whom the agreement is entered	Huwel Lifesciences Private Limited
Purpose of entering into the agreement	The purpose of the Memorandum of Understanding (“MoU”) entered into between Bartronics India Limited (“BIL”) and Huwel Lifesciences Private Limited (“Huwel”) is to record the mutual intent of the Parties for a strategic collaboration and equity investment. Pursuant to the MoU, BIL has agreed to invest an aggregate sum of INR 50,00,00,000 (Rupees Fifty Crores only) in Huwel, in multiple tranches, resulting in BIL holding 15% of the fully diluted equity share capital of Huwel. The strategic collaboration contemplates: • Joint business development, technology enablement, procurement support, and digital outreach by BIL; • Collaboration for research, product development, launch of new healthcare products, and expansion into domestic and global markets; and • Establishment of a long-term strategic partnership aimed at assured business flows, innovation, product diversification, and growth in domestic and global healthcare markets. The MoU shall be binding upon satisfaction of specified conditions precedent including due diligence, statutory and regulatory approvals, and execution of definitive agreements.
Shareholding, if any, in the entity with whom the agreement is executed;	Nil
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.	• BIL shall be entitled to nominate one director on the Board of the Company. • BIL shall have Right of First Refusal (ROFR) on transfer of promoter shares and Tag-Along rights in case of sale by promoters to a third party.

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	•BIL shall have a call option to acquire up to an additional 15% equity within 12 months at the agreed valuation.
Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No
Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	No
In case of issuance of shares to the parties, details of issue price, class of shares issued;	NA
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.;	NA
In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): 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.	NA

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