



MARUTI SUZUKI INDIA LIMITED

Regd. Office: Plot No.1, Nelson Mandela Road, Vasant Kunj, New Delhi-110070

COURT CONVENED MEETING OF THE EQUITY SHAREHOLDERS

Day : Saturday
Date : 29th September 2012
Time : 3.00 P.M.
Venue : Sri Sathya Sai International Centre, Pragati Vihar,
Lodhi Road, New Delhi -110003

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IN THE HIGH COURT OF DELHI AT NEW DELHI
COMPANY JURISDICTION
COMPANY APPLICATION (M) NO. 128 OF 2012

IN THE MATTER OF:

The Companies Act, 1956;

AND

IN THE MATTER OF:

Application under Section 391 (1) (b) of the Companies Act, 1956;

AND

IN THE MATTER OF:

Scheme of Amalgamation between Suzuki Powertrain India Limited and Maruti Suzuki India Limited and their respective shareholders and creditors.

AND

IN THE MATTER OF

MARUTI SUZUKI INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070.

...APPLICANT/AMALGAMATED COMPANY

NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF MARUTI SUZUKI INDIA LIMITED.

To

The Equity Shareholders of Maruti Suzuki India Limited (the "Company").

Take notice that by an Order made on the 22nd day of August, 2012 the Hon'ble High Court of Delhi at New Delhi, has directed that a meeting of the Equity Shareholders of the Company, be held at Sri Sathya Sai International Centre, Pragati Vihar, Lodhi Road, New Delhi -110003, on Saturday the 29th day of September, 2012 at 03:00 P.M., for the purpose of considering, and if thought fit, approving with or without modification(s), the Scheme of Amalgamation between Suzuki Powertrain India Limited and Maruti Suzuki India Limited and their respective shareholders and creditors (the "Scheme").

Take Further Notice that in pursuance of the said Order, a meeting of the Equity Shareholders of the Company will be held at Sri Sathya Sai International Centre, Pragati Vihar, Lodhi Road, New Delhi -110003, on Saturday the 29th day of September, 2012 at 03:00 P.M., at which place and time you are requested to attend.

Take further notice that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you, is deposited at the Registered Office of the Company at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070, not later than 48 hours before the scheduled time of the commencement of the said meeting.

The Hon'ble High Court of Delhi at New Delhi has appointed Ms. Kanika Agnihotri, Advocate and failing her, Mr. Angad Mehta, Advocate, to be the Chairperson of the said meeting.

A copy of the Scheme, the statement under Section 393 of the Companies Act, 1956 and Form of Proxy are enclosed.

Dated this 29th day of August, 2012

sd/-
Kanika Agnihotri
(Chairperson appointed for the meeting)

Notes:

All alterations in the Form of Proxy should be initialed.

IN THE HIGH COURT OF DELHI AT NEW DELHI
COMPANY JURISDICTION
COMPANY APPLICATION (M) NO. 128 OF 2012
IN THE MATTER OF THE COMPANIES ACT, 1956;
AND
IN THE MATTER OF:
APPLICATION UNDER SECTIONS 391-394 OF THE COMPANIES ACT, 1956;
AND
IN THE MATTER OF THE SCHEME OF AMALGAMATION BETWEEN SUZUKI
POWERTRAIN INDIA LIMITED AND MARUTI SUZUKI INDIA LIMITED, AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.
AND
IN THE MATTER OF:

MARUTI SUZUKI INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110070

...APPLICANT/AMALGAMATED COMPANY

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956

The accompanying notice has been sent convening a meeting of the equity shareholders of the Applicant Company, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme of Amalgamation between Suzuki Powertrain India Limited, a company incorporated under the provisions of the Companies Act, 1956 (the “**Act**”) and having its registered office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi- 110070 (“**Amalgamating Company**”) and Maruti Suzuki India Limited, a company incorporated under the provisions of the Act and having its registered office at Plot No.1, Nelson Mandela Road, Vasant Kunj, New Delhi- 110070 (“**Applicant Company**” or “**Amalgamated Company**”) and their respective shareholders and creditors (the “**Scheme**”).

1. Pursuant to the order dated 22nd August, 2012, passed by the Hon’ble High Court of Delhi at New Delhi, on the Company Application referred to above, a meeting of the equity shareholders of the Applicant Company is being convened and shall be held on Saturday, the 29th day of September, 2012 at Sri Sathya Sai International Centre, Pragati Vihar, Lodhi Road, New Delhi -110003 at 03:00 P.M., for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme, as approved by the board of directors of each of the Amalgamating Company and the Applicant Company, at their respective meetings held on 12th June, 2012. A copy of the Scheme is attached to the notice of the meeting.
2. The meetings of the unsecured creditors of the Amalgamating Company and Applicant Company are separately being convened. The Hon’ble High Court of Delhi at New Delhi, vide its aforesaid order dated 22nd August, 2012, dispensed with the requirement of convening the meeting of the equity shareholders of the Amalgamating Company and the Secured Creditors of the Applicant Company, to consider the Scheme. The Amalgamating Company has no Secured Creditors.
3. The Applicant Company, was incorporated under the provisions of the Act on 24th February 1981 under the name Maruti Udyog Limited. The name of the Applicant Company was changed to its present name, Maruti Suzuki India Limited, in terms of Fresh Certificate of Incorporation dated 17th September, 2007 issued by the Registrar of Companies, NCT of Delhi and Haryana, New Delhi. The Applicant Company has its Registered Office at Plot No.1, Nelson Mandela Road, Vasant Kunj, New Delhi - 110070.
4. The objects for which the Applicant Company has been established are set out in its Memorandum of Association. The main objects of the Applicant Company are as follows:-
 - “1. To acquire and take over from Government of India the right, title and interest in relation to the Undertakings of Maruti Ltd. as provided for in the appropriate enactment of the Government of India together with the liabilities of the Government of India so far as they related to the Undertakings of the said Company.
 2. To carry on the business of manufacturers of, and dealers in, automobiles, motor-cars, lorries, buses, vans, motor-cycles, cycle-cars, motor, scooters, carriages amphibious vehicles and vehicles suitable for propulsion on land, sea or in the air or in any combination thereof and vehicles of all descriptions (all hereinafter comprised in the term “motor and other things”), whether propelled or assisted by means of petrol, diesel, spirit, steam, gas, electrical, animal or other power, and of internal combustion and

other engines, chassis-bodies and other components, parts and accessories and all machinery, implements, utensils, appliances, apparatus, lubricants, cements, solutions enamels and all things capable of being used for, in, or in connection with manufacture, maintenance and working of motors and other things or in the construction of any track or surface adapted for the use thereof.

3. To carry on the business of garage keepers and suppliers of and dealers in petrol, electricity and other motive power for motors and other things.
4. To carry on the business of iron foundries, mechanical engineers and manufacturers of machinery, tool makers, brass foundries, metal workers, boiler makers, millwrights, machinists, iron and steel converters, smiths, wood workers, builders, electroplaters, chromium platers, lacquerers, enamellers, painters, metallurgists, electrical engineers and printers and to carry on any branch of manufacturing and engineering business.”
5. The share capital structure of the Applicant Company as on 30th June, 2012 was as under :-

Authorized Share Capital	Amount in Rupees
744,000,000 equity shares of Rs. 5/- each	3,720,000,000
Total	3,720,000,000
Issued, Subscribed and Paid-up	
288,910,060 equity shares of Rs.5/- each	1,444,550,300
Total	1,444,550,300

6. Suzuki Powertrain India Limited, the Amalgamating Company, was incorporated under the provisions of the Act on 14th November 2002 under the name Suzuki Metal India Limited. The name of the Amalgamating Company was changed to its present name, Suzuki Powertrain India Limited in terms of Fresh Certificate of Incorporation dated 8th June 2005, issued by the Registrar of Companies, NCT of Delhi and Haryana. The Amalgamating Company has its Registered Office at Plot No.1, Nelson Mandela Road, Vasant Kunj, New Delhi-110070.
7. The objects for which the Amalgamating Company has been established are set out in its Memorandum of Association. The main objects of the Amalgamating Company are as follows:-
 - “1. To carry on the business of engineering, manufacturing, assembling, selling, supplying, importing, exporting and otherwise dealing in all kinds of powertrain parts and components of automobiles which include engines (petrol, diesel etc.) and transmission for such engines and their components like transmission case, gears, shafts and yokes.
 2. To carry on the business of iron foundries, mechanical engineers and manufacturers of machinery tool makers, brass foundries, metal workers, boiler makers, millwrights, machinists, iron and steel converters, electroplaters, chromium platers, lacquerers, enamellers, metallurgists, electrical engineers and to carry on any branch of manufacturing and engineering business.
 3. To manufacture, sell, import, export and generally to deal in all types of materials, equipment, appliances, devices and contrivances required for the manufacture, assembly, preparation and production of the aforesaid parts and components or for the marketing and distribution thereof.
 4. To carry on the business of manufacturers, assemblers, makers, importers, exporters, buyers, sellers, suppliers, stockists, agents, distributors, merchants and dealers in parts and components of automobiles and two wheelers, including, without limitation, aluminum die casting and low pressure casting parts such as cylinder blocks, transmission cases and cylinder heads for automobiles as well as materials required or used for manufacture of such parts and components.”
8. The share capital structure of the Amalgamating Company as on 30th June, 2012 was as under:-

Authorized Share Capital	Amount in Rupees
1,500,000,000 equity shares of Rs. 10/- each	15,000,000,000
Total	15,000,000,000
Issued, Subscribed and Paid-up	
1,317,000,000 equity shares of Rs. 10/- each	13,170,000,000
Total	13,170,000,000

9. BACKGROUND AND RATIONALE TO THE SCHEME

- (i) The Applicant Company is listed on the National Stock Exchange of India Limited (**NSE**) and the Bombay Stock Exchange Limited (**BSE**) and is primarily engaged in the business of manufacturing and dealing in automobiles, and other component, parts and accessories related thereto. The Amalgamating Company is primarily engaged in the business of engineering, manufacturing, assembling and selling all kinds of powertrain parts and components for automobiles, which includes engines and transmission for such engines and their components like transmission case, gears, shafts and yokes.
- (ii) Rationale for the Scheme:
 - i. The Amalgamation contemplated in this Scheme is expected to result in consolidation of the businesses presently being carried on by the Amalgamating Company and the Applicant Company, which shall be beneficial to the interests of the shareholders, creditors and employees of both the companies and to the interests of public at large, as such amalgamation would create greater synergies between the businesses of both the companies and would enable them to have large asset base, access to better financial resources as well as enable them to manage their businesses more efficiently by effectively pooling the management, administrative, technical skills and resources of each other.
 - ii. The Amalgamation as contemplated in the Scheme shall result in creation of value for the shareholders of the Applicant Company; creation of better synergies across the group and optimal utilisation of resources; better administration and cost reduction (including reduction in administrative and other common costs).
10. The Scheme provides for the amalgamation of the entire undertaking of the Amalgamating Company with the Applicant Company and the consequent issue of equity shares by the Applicant Company to the shareholders of the Amalgamating Company pursuant to sections 391 to 394 and other relevant provisions of the Act, and various other matters consequential or otherwise integrally connected therewith.
11. The Scheme was placed before the board of directors of the Applicant Company on 12th June, 2012, at which the reports on the recommendation of the share exchange ratio for the amalgamation of the Amalgamating Company with the Applicant Company, prepared jointly by KPMG India Private Limited and Ernst & Young Private Limited dated 12th June, 2012 ("**Valuation Report**") was tabled before the board of directors of the Applicant Company. Kotak Mahindra Capital Company Limited, was engaged by the Applicant Company to provide a fairness opinion in relation to the **Valuation Report**. Pursuant to such engagement, Kotak Mahindra Capital Company Limited has issued its opinion dated 12th June, 2012 ("**Fairness Opinion**"). which states that based upon the **Valuation Report** and subject to various assumptions, limitations and considerations set forth in such written opinion, the share exchange ratio for the amalgamation of the Amalgamating Company with the Applicant Company is fair. The Valuation Report and the Fairness Opinion are available for inspection.
12. The board of directors of the Amalgamating Company has, based on and relying upon the Valuation Report and the Fairness Opinions, and on the basis of its independent evaluation and judgment, come to the conclusion that the proposed share exchange ratio for the amalgamation of the Amalgamating Company with the Applicant Company is fair and reasonable and has decided to incorporate the same in the Scheme, and approved the Scheme at its meeting held on 12th June, 2012. Similarly, the board of directors of the Applicant Company has, on the basis of their independent evaluation and judgment, come to the conclusion that the proposed share exchange ratio for the amalgamation of the Amalgamating Company with the Applicant Company is fair and reasonable and has decided to incorporate the same in the Scheme, and approved the Scheme at its meeting held on June 12, 2012.

13. SALIENT FEATURES OF THE SCHEME

The salient features of the Scheme are set out below.

- A. The Appointed Date under the Scheme is 1st April 2012.
- B. The Scheme proposes that upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamating Company together with all its assets, liabilities and entire business shall be transferred to and be vested in the Amalgamated Company as a going concern.
- C. The Scheme further provides that upon the Scheme becoming effective and with effect from the Appointed Date:-
 - i. all assets and properties of the Amalgamating Company as are movable in nature shall stand transferred to and be vested in the Amalgamated Company;
 - ii. all immovable properties of the Amalgamating Company shall stand transferred to and be vested in the Amalgamated Company;

- iii. all registrations, goodwill, trademark and licenses relating to the Amalgamating Company shall be transferred to and vested in the Amalgamated Company;
 - iv. all benefits, entitlements, incentives etc. that the Amalgamating Company is entitled to along with the obligations shall be transferred to and be available to the Amalgamated Company;
 - v. all contracts, deeds, bonds agreements, etc. of the Amalgamating Company shall stand transferred to and be vested in the Amalgamated Company;
 - vi. all loans, debts, liabilities etc. of the Amalgamating Company shall stand transferred to and be deemed to be the loans, debts, liabilities etc. of the Amalgamated Company;
 - vii. all proceedings relating to the Amalgamating Company, whether by or against the Amalgamating Company, shall continue and any prosecution shall be enforced by or against the Amalgamated Company in the same manner and to the same extent as it would or might have been continued, prosecuted or enforced by or against the Amalgamating Company;
- D. It is provided for in the Scheme that all employees of the Amalgamating Company as on the Effective Date shall become the employees of the Amalgamated Company on terms and conditions not less favourable than those on which they are engaged by the Amalgamating Company.
- E. It is provided for in the Scheme that upon becoming effective, the Amalgamated Company shall issue in aggregate, 13,170,000 fully paid-up equity shares of Rs. 5 (Indian rupees five) each, to the shareholders of the Amalgamating Company whose names are recorded in the register of members of the Amalgamating Company on the Record Date, in a manner that each such equity shareholder of the Amalgamating Company shall be issued 1 (one) fully paid-up equity share of Amalgamated Company, for every 70 (seventy) fully paid-up equity shares of Rs. 10 each held by such equity shareholder in the Amalgamating Company as on the Record Date.
- F. The Scheme further provides that upon the Scheme becoming effective, the authorized Share Capital of the Amalgamated Company shall be Rs. 18,720,000,000 (Indian rupees eighteen billion seven hundred and twenty million), divided into 3,744,000,000 equity shares of Rs. 5 (Indian rupees five) each.
- G. It is further provided in the Scheme, that upon the Scheme becoming effective, the Amalgamating Company shall stand dissolved without winding up.

The aforesaid are only the salient features of the Scheme. You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof.

- 14. The rights and interests of the members and the creditors of the Companies will not be prejudicially affected by the Scheme.
- 15. The Applicant Company has received no-objection letters from the BSE and the NSE for filing the Scheme with the High Court of Delhi at New Delhi dated 26th June, 2012 and 3rd July, 2012, respectively. The Competition Commission of India has granted its approval to the amalgamation between the Amalgamating Company and the Applicant Company vide its order dated 24th July, 2012.
- 16. No investigation proceedings have been instituted or are pending in relation to the Applicant Company under Sections 235 and 250A of the Act.
- 17. The directors of each of the Amalgamating Company and Applicant Company may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the said Companies, or to the extent the said directors are common directors in the said Companies, or to the extent the said directors are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in any of the said companies or to the extent they or the entities owned/ controlled by them may be allotted shares in the Applicant Company.
- 18. The details of the present directors of the Applicant Company and their shareholding in each of the Applicant Company ("A") and Amalgamating Company ("B") either singly or jointly as on 31st July, 2012 are as follows:

S. N.	Name of Director	Age (Yrs.)	Position	Equity shares held	
				(A)	(B)
1.	Mr. R.C.Bhargava	78	Chairman	Nil	Nil
2.	Mr. Shinzo Nakanishi	64	Managing Director & CEO	Nil	1*
3.	Mr. Tsuneo Ohashi	61	Director & Managing Executive Officer (Production)	Nil	1*
4.	Mr. Keiichi Asai	56	Director & Managing Executive Officer (Engineering)	Nil	Nil
5.	Mr. Kazuhiko Ayabe	54	Director & Managing Executive Officer (Supply Chain)	Nil	Nil
6.	Ms. Pallavi Shroff	56	Independent Director	Nil	Nil
7.	Mr. Davinder Singh Brar	60	Independent Director	Nil	Nil
8.	Mr. O.Suzuki	82	Director	Nil	Nil
9.	Mr. Kinji Saito	54	Director	Nil	Nil
10.	Mr. Amal Ganguli	72	Independent Director	Nil	Nil
11.	Mr. M.S.Banga	57	Independent Director	Nil	Nil
12.	Mr. Kenichi Ayukawa	56	Director	Nil	Nil

* Holds equity shares as Nominee of Suzuki Motor Corporation, Japan.

19. The details of the present directors of the Amalgamating Company, and their shareholding in each of the Applicant Company ("A") and Amalgamating Company ("B") either singly or jointly as on 31st July, 2012 are as follows:

S. N.	Name of Director	Age (Yrs.)	Position	Equity shares held	
				(A)	(B)
1.	Mr. Shinzo Nakanishi	64	Chairman	Nil	1*
2.	Mr. Osamu Suzuki	82	Director	Nil	0
3.	Mr. Kunihiro Murata	51	Managing Director	Nil	1*
4.	Mr. Tsuneo Ohashi	61	Director	Nil	1*
5.	Mr. D. K. Sethi	53	Whole-time Director	20	0

* Holds equity shares as Nominee of Suzuki Motor Corporation, Japan.

20. The shareholding pattern of the Applicant Company and Amalgamating Company as on 31st July, 2012, as well as the shareholding pattern of the Applicant Company expected after the implementation of the Scheme are as set out below:

- i. The shareholding pattern of the Applicant Company as on 31st July, 2012 was as follows:

Category	No. of equity shares of Rs. 5 each	% holding
Promoters	156618440	54.21
Non Promoters	132291620	45.79
TOTAL	288910060	100

- ii. The shareholding pattern of the Amalgamating Company as on 31st July, 2012 was as follows:

Category	No. of equity shares of Rs. 10 each	% holding
Promoter	1317000000*	100
Non Promoters	Nil	Nil
Total	1317000000	100

* Out of 1317000000 equity shares, 5 equity shares are held by Nominees of Suzuki Motor Corporation, Japan

iii. The expected shareholding pattern of the Applicant Company post effectiveness of the Scheme is as follows:

Category	No. of equity shares of Rs. 5 each	% holding
Promoters	169788440	56.21
Non Promoters	132291620	43.79
TOTAL	302080060	100.00

21. **An equity shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. The instrument appointing the proxy should however be deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours prior to the commencement of the meeting.**
22. Corporate equity shareholders intending to send their authorised representatives to attend the meeting are requested to lodge a certified true copy of the resolution of their board of directors or other governing body of the body corporate not later than 48 (forty eight) hours prior to the commencement of the meeting, authorizing such person to attend and vote on its behalf at the meeting.
23. The following documents will be open for inspection by the equity shareholders of the Applicant Company upto one day prior to the date of the meeting at its registered office between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Saturday).
- (a) Copy of the Company Application (M) No. 128 of 2012;
 - (b) Copy of the Order of the Hon'ble High Court of Delhi at New Delhi dated 22nd August, 2012 in the above Company Application directing the convening of the meeting of the equity shareholders of the Company;
 - (c) Copies of the Memorandum and Articles of Association of the Applicant and Amalgamating Companies;
 - (d) Audited Balance sheet / Annual Report of the Amalgamating Company for the financial year ended 31st March, 2012;
 - (e) Audited Balance sheet/Annual Report of the Applicant Company for the financial year ended 31st March, 2011.
 - (f) Unaudited financial results of the Applicant Company for the quarter ended 30th June, 2011; 30th September, 2011; 31st December, 2011 and 31st March, 2012.
 - (g) Copies of the no objection letters dated 26th June, 2012 and 3rd July, 2012 from the BSE and the NSE, respectively;
 - (h) Copy of the order dated 24th July, 2012 passed by the Competition Commission of India.
 - (i) A copy of the Valuation Report for the amalgamation of Amalgamating Company with the Applicant Company, issued jointly by KPMG India Private Limited and Ernst and Young Private Limited dated 12th June, 2012;
 - (j) Copy of the Fairness Opinion dated 12th June, 2012 issued by Kotak Mahindra Capital Company Limited; and
 - (k) The Scheme of Amalgamation.
24. This statement may be treated as the statement under Section 393 of the Act. A copy of the Scheme and this statement may also be obtained by the equity shareholders of the Applicant Company up to one day prior to the date of the meeting at its registered office between 10:00 a.m. and 1:00 p.m. on all working days (Monday to Saturday).

For Maruti Suzuki India Limited

S.RaviAiyar

Executive Director (Legal) & Company Secretary

Dated this 29th day of August, 2012.

Registered Office:

Plot No. 1, Nelson Mandela Road,
Vasant Kunj, New Delhi- 110070.

SCHEME OF AMALGAMATION

BETWEEN

SUZUKI POWERTRAIN INDIA LIMITED

AND

MARUTI SUZUKI INDIA LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PART-I

1 OVERVIEW, OBJECTIVES AND BENEFITS OF THIS SCHEME

1.1 Brief overview of each company

1.1.1 Suzuki Powertrain India Limited ("Amalgamating Company"):

- (i) The Amalgamating Company is an unlisted public limited company incorporated under the Companies Act (as defined hereinafter), having its registered office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi - 110070. The Amalgamating Company was originally incorporated as Suzuki Metal India Limited on November 14, 2002 and changed its name to Suzuki Powertrain India Limited with effect from June 08, 2005. The CIN of the Amalgamating Company is U27109DL2002PLC117679.
- (ii) The Amalgamating Company is authorised to and is primarily engaged in the business of engineering, manufacturing, assembling and selling all kinds of powertrain parts and components for automobiles, which includes engines and transmission for such engines and their components like transmission case, gears, shafts and yokes.

1.1.2 Maruti Suzuki India Limited ("Amalgamated Company"):

- (i) The Amalgamated Company is a public limited company incorporated under the Companies Act, having its registered office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi - 110070. The Amalgamated Company was incorporated as Maruti Udyog Limited on February 24, 1981 and changed its name to Maruti Suzuki India Limited with effect from September 17, 2007. The CIN of the Amalgamated Company is L34103DL1981PLC011375. The equity shares of the Amalgamated Company are listed on the Stock Exchanges (as defined hereinafter).
- (ii) The Amalgamated Company is authorised to and is primarily engaged in the business of manufacturing and dealing in automobiles, and other component, parts and accessories related thereto.

1.2 Overview, Objectives and Benefits of this Scheme

1.2.1 Pursuant to and under the provisions of Sections 391 to 394 of the Companies Act and the relevant provisions made thereunder, Suzuki Powertrain India Limited and Maruti Suzuki India Limited propose, through this Scheme (as defined hereinafter), to amalgamate Suzuki Powertrain India Limited into and with Maruti Suzuki India Limited.

1.2.2 This Scheme is segregated into the following five (5) parts:

- (i) Part-I sets-forth the overview, objectives and benefits of this Scheme;
- (ii) Part-II sets-forth the capital structure of the Amalgamating Company and the Amalgamated Company and also deals with the change in authorised share capital of the Amalgamated Company.
- (iii) Part-III deals with the amalgamation of the Amalgamating Company into and with the Amalgamated Company, in accordance with Section 2(1B) of the Income Tax Act, 1961 and Sections 391 to 394 of the Companies Act;
- (iv) Part-IV deals with the payment of consideration by the Amalgamated Company to the shareholders of the Amalgamating Company, listing of the entire equity share capital of the Amalgamated Company issued pursuant to amalgamation, and certain specified accounting treatments in the books of the Amalgamated Company pursuant to and in terms of this Scheme; and
- (v) Part-V deals with the general terms and conditions applicable to this Scheme.

1.2.3 This Scheme of Amalgamation shall result in:

- (i) consolidation of the businesses presently being carried on by the Amalgamating Company and the Amalgamated Company, which shall be beneficial to the interests of the shareholders, creditors and employees of both the companies and to the interests of public at large, as such amalgamation would create greater synergies between the businesses of both the companies and would enable them to have large asset base, access to better financial resources as well as enable them to manage their businesses more efficiently by effectively pooling the management, administrative, technical skills and resources of each other;
- (ii) creation of value for shareholders of the Amalgamated Company;
- (iii) creation of better synergies across the group and optimal utilisation of resources;
- (iv) better administration and cost reduction (including reduction in administrative and other common costs);
- (v) alignment, coordination and streamlining of day to day operations of business of both the companies; and
- (vi) creation of synergies of operations besides economies of administrative and managerial costs by combining operations, which will result in improved performance and enhance shareholders' value.

1.3 Definitions

In this Scheme, unless repugnant to the subject, context or meaning thereof, the following capitalised words and expressions shall have the meanings set forth below:

1.3.1 "Appointed Date" means April 01, 2012 being the date with effect from which this Scheme shall, upon sanction of the same by the Court, be operative, i.e., with effect from which the Amalgamating Company shall stand amalgamated/merged into and with the Amalgamated Company;

1.3.2 "Amalgamated Company" has the meaning ascribed to such a term in Clause 1.1.2;

1.3.3 "Amalgamating Company" has the meaning ascribed to such a term in Clause 1.1.1, and notwithstanding anything to the contrary in this Scheme, means and includes:

- (i) all immovable properties including land & buildings, and movable assets including plant, machinery and equipment, whether leased or otherwise held, title, interests, financial assets, investments, loans, advances (including accrued interest), covenants, undertakings and rights, including rights arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent; For avoidance of doubt, the assets will include the immovable properties set forth in Schedule 1.
- (ii) all debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, including, without limitation, whether arising out of any contract or tort based on negligence or strict liability;
- (iii) all contracts, agreements, licenses, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders, sales tax credits, income-tax credits, privileges and benefits of all contracts, agreements and all other rights including lease rights, powers and facilities of every kind and description whatsoever or other instruments of whatsoever nature to which the Amalgamating Company is a party;
- (iv) all technical know-how, trade marks, trade names, service marks, copyrights, patents, designs, domain names, including applications for trade marks, trade names, service marks, copyrights, designs and domain names, used by or held for use by the Amalgamating Company;
- (v) all permits, licenses, consents, approvals, authorisations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights, and any waiver of the foregoing, issued by any legislative, executive or judicial unit of any governmental or semi-governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority used or held for use by the Amalgamating Company;

- (vi) any and all permanent employees, who are on the payrolls of the Amalgamating Company, employees/personnel engaged on contract basis and contract labourers and interns/trainees, engaged by the Amalgamating Company, at its respective offices, branches or otherwise, and any other employees/personnel and contract labourers and interns/trainees hired by the Amalgamating Company after the date hereof; and
 - (vii) all books, records, files, papers, directly or indirectly relating to the Amalgamating Company.
- 1.3.4 "Board of Directors" in relation to the Amalgamating Company and/or the Amalgamated Company, as the case may be, means their respective board of directors, and unless repugnant to the subject, context or meaning thereof, shall be deemed to include every committee (including committee of directors) or any person authorised by the board of directors or by any such committee;
- 1.3.5 "Companies Act" means the Companies Act, 1956, the rules and regulations made thereunder, and includes any alterations, modifications, amendments made thereto, and/or any re-enactment thereof;
- 1.3.6 "Court" means the Hon'ble High Court of Judicature of Delhi at New Delhi;
- 1.3.7 "Effective Date" means the date on which all the conditions and matters referred to in Clause 5.5 of this Scheme have been fulfilled. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" means and refers to the Effective Date;
- 1.3.8 "Record Date" means the date to be fixed by the Board of Directors of the Amalgamated Company in terms of Clause 5.7, in consultation with the Amalgamating Company;
- 1.3.9 "Scheme" means this Scheme of Amalgamation in its present form (along with any annexures, schedules, etc., annexed or attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the Court and other relevant regulatory authorities, as may be required under the Companies Act and under all other applicable laws; and
- 1.3.10 "Stock Exchanges" means the National Stock Exchange of India Limited and the Bombay Stock Exchange Limited.

1.4 Interpretation

- 1.4.1 Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Companies Act, the Income-Tax Act, 1961, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority, as may be vested with any of the powers of the Court under Sections 391 to 394 of the Companies Act and/or rules made thereunder.
- 1.4.2 In this Scheme, unless the context otherwise requires:
- (i) references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - (ii) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
 - (iii) references to one gender includes all genders; and
 - (iv) words in the singular shall include plural and vice versa.

PART-II

2 CAPITAL STRUCTURE

2.1 Amalgamating Company

The capital structure of the Amalgamating Company, as of May 31, 2012, is as under:

Share Capital	Amount in Rs.
Authorised	
1,500,000,000 equity shares of Rs. 10 each	15,000,000,000
Total	15,000,000,000
Issued, Subscribed and Paid-up	
1,317,000,000 equity shares of Rs. 10 each	13,170,000,000
Total	13,170,000,000

The shares of the Amalgamating Company are, at present, not listed on any stock exchange, whether in India or in any other country.

2.2 Amalgamated Company

The capital structure of the Amalgamated Company, as of May 31, 2012 is as under:

Share Capital	Amount in Rs.
Authorised Capital	
744,000,000 equity shares of Rs. 5 each	3,720,000,000
Total	3,720,000,000
Issued, Subscribed and Paid-up	
288,910,060 equity shares of Rs. 5 each	1,444,550,300
Total	1,444,550,300

The shares of the Amalgamated Company are, at present, listed on the Stock Exchanges.

2.3 Reorganisation of share capital of the Amalgamating Company

Immediately prior to the amalgamation of the Amalgamating Company, and on Effective Date, the equity share capital of the Amalgamating Company of par value Rs. 10 (Indian rupees ten) each shall be sub-divided and reorganised into equity shares of Rs. 5 (Indian rupees five) each. Accordingly, the authorised share capital of the Amalgamating Company comprising of 1,500,000,000 equity shares of Rs. 10 (Indian rupees ten) each shall be consolidated into 3,000,000,000 equity shares of Rs. 5 (Indian rupees five) each, post such sub-division and reorganisation.

2.4 Transfer of share capital of the Amalgamating Company to Amalgamated Company

2.4.1 Upon this Scheme becoming effective and with effect from the Appointed Date, the authorised share capital of the Amalgamating Company, reorganised in terms of Clause 2.3, shall stand transferred to and be merged with the authorised share capital of the Amalgamated Company, without any liability for payment of any additional fees or stamp duty.

2.4.2 Upon this Scheme coming into effect and with effect from the Appointed Date, and consequent to transfer of the existing authorised share capital of the Amalgamating Company in accordance with Clause 2.4.1, the authorised share capital of the Amalgamated Company of Rs. 3,720,000,000 (Indian rupees three billion seven hundred and twenty million), divided into 744,000,000 equity shares of Rs. 5 (Indian rupees five) each, shall stand enhanced by an aggregate amount of Rs. 15,000,000,000 (Indian rupees fifteen billion), and the resultant authorised share capital of the Amalgamated Company shall be Rs. 18,720,000,000 (Indian rupees eighteen billion seven hundred and twenty million), divided into 3,744,000,000 equity shares of Rs. 5 (Indian rupees five) each. Accordingly, clause 5 of the Memorandum of Association of the Amalgamated Company shall stand modified and be substituted by the following:

“The Authorised Share Capital of the Company is Rs. 18,720,000,000 (Indian rupees eighteen billion seven hundred and twenty million), divided into 3,744,000,000 equity shares of Rs. 5 (Indian rupees five) each, with the rights, privileges and conditions attaching thereto as may be provided by the Articles of Association of the Company for the time being, with power to increase and reduce the Capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach there

to respectively such preferential, deferred, guaranteed, qualified or special rights, privileges and conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company”

2.5 Alteration of the main objects

The main objects of the Amalgamated Company shall stand altered by adding three (3) new paragraphs namely Paragraphs 5, 6 and 7, which shall stand inserted immediately after paragraph 4 and shall read as under:

- “5 To carry on the business of engineering, manufacturing, assembling, selling, supplying, importing, exporting and otherwise dealing in all kinds of powertrain parts and components of automobiles which include engines (petrol, diesel, etc.) and transmission for such engines and their components like transmission case, gears, shafts and yorks.
6. To manufacture, sell, import, export and generally to deal in all types of materials, equipment, appliances, devices and contrivances required for the manufacture, assembly, preparation and production of the aforesaid parts and components or for the marketing and distribution thereof.
7. To carry on the business of manufacturers, assemblers, makers, importers, exporters, buyers, sellers, suppliers, stockists, agents, distributors, merchants and dealers in parts and components of automobiles and two wheelers, including, without limitation, aluminum die casting and low pressure casting parts such as cylinder blocks, transmission cases and cylinder heads for automobiles as well as materials required or used for manufacture of such parts and components.”

- 2.6 It is hereby clarified that consent of the shareholders of the Amalgamating Company and the Amalgamated Company to this Scheme shall be sufficient for the purposes of effecting the aforesaid reorganisation and transfer of share capital and the amendments to the Memorandum of Association of the Amalgamated Company, and that no further resolutions under Sections 16, and 94 or any other applicable provisions of the Companies Act, would be required to be separately passed, nor shall any additional registration fee, stamp duty, etc, be payable by the Amalgamated Company for this purpose.

PART-III

3 AMALGAMATION OF AMALGAMATING COMPANY INTO AND WITH THE AMALGAMATED COMPANY

3.1 Transfer and vesting of assets and liabilities and entire business of the Amalgamating Company

With effect from the Appointed Date and upon this Scheme becoming effective, all the assets and liabilities and the entire business of the Amalgamating Company, shall stand transferred to and vest in the Amalgamated Company, as a going concern, without any further act or deed, as per the provisions contained herein.

3.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date and upon this Scheme becoming effective:

- (i) all assets of the Amalgamating Company, that are movable in nature or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Amalgamated Company and shall become the property and an integral part of the Amalgamated Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- (ii) all other movable properties of the Amalgamating Company, including investments in shares and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Amalgamated Company, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. It is hereby clarified that investments, if any, made by the Amalgamating Company and all the rights, title and interest of the Amalgamating Company in any leasehold properties shall, pursuant to Section 394(2) of the Companies Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Amalgamated Company, unless the lessor of such leasehold properties is the Amalgamated Company, in which case, the relevant leases shall become redundant and shall cease to have any effect.
- (iii) all immovable properties of the Amalgamating Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Amalgamating Company, whether freehold or leasehold (unless the lessor of such leasehold properties is the Amalgamated Company, in which case, the relevant leases shall become redundant and shall cease to have any effect) or otherwise and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand

transferred to and vested in the Amalgamated Company, without any further act or deed done or being required to be done by the Amalgamating Company and/or the Amalgamated Company. The Amalgamated Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Amalgamated Company by the appropriate authorities pursuant to the sanction of this Scheme by the Court in accordance with the terms hereof.

- (iv) all debts, liabilities, contingent liabilities, duties and obligations, whether secured or unsecured or whether provided for or not in the books of account or disclosed in the balance sheets of the Amalgamating Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Amalgamated Company, and the Amalgamated Company shall, and undertake to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause 3.2.

All loans, advances and other obligations due from the Amalgamating Company to the Amalgamated Company or vice versa shall stand cancelled and shall have no effect.

- (v) all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments, permits, rights, entitlements, licenses (including the licenses granted by any Governmental, statutory or regulatory bodies) for the purpose of carrying on the business of the Amalgamating Company, and in relation thereto, and those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Amalgamating Company, or to the benefit of which, the Amalgamating Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligor thereto. In relation to the same any procedural requirements required to be fulfilled solely by the Amalgamating Company (and not by any of its successors) shall be fulfilled by the Amalgamated Company as if it is the duly constituted attorney of that Amalgamating Company.
- (vi) any pending suits/appeals or other proceedings of whatsoever nature relating to the Amalgamating Company, whether by or against such Amalgamating Company, shall not abate, be discontinued or in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company or of anything contained in this Scheme, but the proceedings shall continue and any prosecution shall be enforced by or against the Amalgamated Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Amalgamating Company, as if this Scheme had not been implemented.
- (vii) all permanent employees, who are on the payrolls of the Amalgamating Company, and employees/personnel engaged on contract basis, contract labourers and interns/trainees of the Amalgamating Company, shall become employees, employees/personnel engaged on contract basis, contract labourers or interns/trainees, as the case may be, of the Amalgamated Company with effect from the Effective Date, on such terms and conditions as are no less favourable than those on which they are currently engaged by the Amalgamating Company, without any interruption of service as a result of this amalgamation and transfer. With regard to provident fund, gratuity, leave encashment and any other special scheme or benefits created or existing for the benefit of such employees of the Amalgamating Company, upon this Scheme becoming effective, the Amalgamated Company shall stand substituted for the Amalgamating Company for all purposes whatsoever, including with regard to the obligation to make contributions to relevant authorities, such as the Regional Provident Fund Commissioner or to such other funds maintained by the Amalgamating Company, in accordance with the provisions of applicable laws or otherwise. It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the transferred employees and the services of all the transferred employees of the Amalgamating Company for such purpose shall be treated as having been continuous.

With regard to provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other special scheme or benefits created or existing for the benefit of the employees of the Amalgamating Company, if any, upon this Scheme becoming effective, the Amalgamated Company shall stand substituted for the Amalgamating Company for all purposes whatsoever, including but not limited to those relating to the obligation to make contributions to such funds and schemes in accordance with the provisions of such funds and schemes in the respective trust deeds or other documents. The existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme or benefits created by the Amalgamating Company for its employees shall be continued on the same terms and conditions or be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Amalgamated Company or as may be created by the Amalgamated Company for such purpose. Pending such transfer,

the contributions required to be made in respect of such employees shall continue to be made by the Amalgamated Company to the existing funds maintained by the Amalgamating Company.

The Amalgamated Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Amalgamating Company, the past services of such employees with the Amalgamating Company shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable. Upon this Scheme becoming effective, the Amalgamating Company will transfer/handover to the Amalgamated Company, copies of employment information, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to its and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

The Amalgamated Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Amalgamating Company with any of its employees prior to the Appointed Date and from the Appointed Date till the Effective Date.

- (viii) any and all registrations, goodwill, licenses, trademarks, service marks, copyrights, domain names, applications for copyrights, trade names and trade marks, appertaining to the Amalgamating Company, if any, shall stand transferred to and vested in the Amalgamated Company.
 - (ix) all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax credits, fringe benefit tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, etc.) payable by or refundable to or being the entitlement of the Amalgamating Company, including all or any refunds or claims shall be treated as the tax liability or refunds/credits/claims, as the case may be, of the Amalgamated Company, and any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, tax losses including brought forward business loss, unabsorbed depreciation etc., as would have been available to the Amalgamating Company, shall pursuant to this Scheme becoming effective, be available to the Amalgamated Company.
 - (x) the accounts of the Amalgamated Company as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme. The Amalgamated Company shall be entitled to revise its Income Tax returns, Wealth tax returns, TDS returns, and other statutory returns as may be required under respective statutes pertaining to Indirect Taxes, such as Sales-Tax, Value Added Tax, Excise Duties, Service Tax, etc.
 - (xi) all approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description in relation to the Amalgamating Company, or to the benefit of which the Amalgamating Company may be eligible/entitled, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause 3.2, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated Company pursuant to the sanction of this Scheme by the Court, and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Amalgamated Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.
 - (xii) benefits of any and all corporate approvals as may have already been taken by the Amalgamating Company, whether being in the nature of compliances or otherwise, including without limitation, approvals under sections 81(1A), 293(1)(a), 293(1)(d), 295, 297, and 372A of the Companies Act, read with the rules and regulations made thereunder, shall stand transferred to the Amalgamated Company and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Amalgamated Company.
 - (xiii) all estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Amalgamating Company shall be deemed to have been accrued to and/or acquired for and on behalf of the Amalgamated Company and shall, upon this Scheme coming into effect, pursuant to the provisions of Section 394(2) and other applicable provisions of the Companies Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Amalgamated Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Amalgamated Company.
- 3.3 Upon this Scheme becoming effective and the consequent amalgamation of the Amalgamating Company into and with the Amalgamated Company, the secured creditors of the Amalgamated Company shall only continue to be entitled to security over

such properties and assets forming part of the Amalgamated Company, as existing immediately prior to the amalgamation of the Amalgamating Company into and with the Amalgamated Company and the secured creditors of the Amalgamating Company shall continue to be entitled to security over such properties, assets, rights, benefits and interest of and in the Amalgamating Company, as existing immediately prior to the amalgamation of the Amalgamating Company into and with the Amalgamated Company. It is hereby clarified that all the assets of Amalgamated Company and the Amalgamating Company which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any new indebtedness that may be incurred by the Amalgamated Company. For this purpose, no further consent from the existing secured creditors shall be required and sanction of this Scheme shall be considered as a specific consent of such secured creditors.

- 3.4 The Amalgamating Company and/or the Amalgamated Company, as the case may be, shall, at any time after this Scheme comes into effect in accordance with the provisions hereof, if so required under any law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Amalgamating Company has been a party, including any filings with the regulatory authorities, in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions hereof, be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company.
- 3.5 The Amalgamating Company and/or the Amalgamated Company, as the case may be, shall, at any time after this Scheme comes into effect in accordance with the provisions hereof, if so required under any law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Amalgamating Company. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this clause, the said third party or authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated Company pursuant to the sanction of this Scheme by the Court, and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Amalgamated Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard.

3.6 Conduct of Businesses till Effective Date

3.6.1 With effect from the Appointed Date and up to and including the Effective Date:

- (i) the Amalgamating Company undertakes to carry on and shall be deemed to have carried on all its business activities and stand possessed of its properties and assets, for and on account of and in trust for the Amalgamated Company;
- (ii) all profits or income arising or accruing in favour of the Amalgamating Company and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax credit, fringe benefit tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, etc.) or losses arising or incurred by the Amalgamating Company shall, for all purposes, be treated as and deemed to be the profits or income, taxes or losses, as the case may be, of the Amalgamated Company;
- (iii) the Amalgamating Company shall carry on its business with reasonable diligence and business prudence and in the same manner as it had been doing hitherto, and shall not undertake any additional financial commitment of any nature whatsoever, borrow any amount or incur any other liabilities or expenditure, issue any additional guarantee, indemnity, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets, except:
 - (a) when the same is expressly provided in the Scheme; or
 - (b) when the same is in the ordinary course of business as carried on by the Amalgamating Company, as on the date of filing of the Scheme in the Court; or
 - (c) when written consent of the Amalgamated Company has been obtained in this regard.
- (iv) except by mutual consent of the Boards of Directors of the Amalgamating Company and the Amalgamated Company, or except pursuant to any prior commitment, obligation or arrangement existing or undertaken by the Amalgamating Company and/or the Amalgamated Company as on the date of sanction of this Scheme by the Board of Directors of the Amalgamated Company, or except as contemplated in this Scheme, pending sanction of this Scheme, the Amalgamating Company and/or the Amalgamated Company shall not make any change in their capital structures either by way of any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of such company(ies);

- (v) the Amalgamating Company shall not alter or substantially expand its business, except with the written concurrence of the Amalgamated Company; and
 - (vi) the Amalgamating Company shall not amend its memorandum of association or articles of association, except with the written concurrence of the Amalgamated Company.
- 3.6.2 (i) With effect from the Effective Date, the Amalgamated Company shall carry on and shall be entitled to carry on the business of the Amalgamating Company.
- (ii) For the purpose of giving effect to the amalgamation order passed under Sections 391 to 394 and other applicable provisions of the Companies Act in respect of this Scheme by the Court, the Amalgamated Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Amalgamating Company, in accordance with the provisions of Sections 391 to 394 of the Companies Act. The Amalgamated Company is and shall always be deemed to have been authorised to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.
- (iii) Upon this Scheme becoming effective the Amalgamated Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of the Amalgamating Company with effect from the Appointed Date, in order to give effect to the foregoing provisions.
- 3.7 Upon this Scheme becoming effective, the Amalgamating Company shall stand dissolved, without any further act or deed, without being wound-up.

PART-IV

4 CHANGE IN SHARE CAPITAL, CONSIDERATION, LISTING AND ACCOUNTING TREATMENT

- 4.1 In consideration of the provisions of Part-III of this Scheme and as an integral part of this Scheme, the share capital of the Amalgamated Company shall be restructured in the manner set forth in this Clause 4.
- 4.2 Upon this Scheme becoming effective and after the allotment of the new equity shares by the Amalgamated Company in terms of Clause 4.3, the issued, subscribed and paid-up capital of the Amalgamated Company shall stand increased from Rs. 1,444,550,300 (Indian rupees one billion four hundred forty four million five hundred fifty thousand and three hundred), divided into 288,910,060 equity shares of Rs. 5 (Indian rupees five) each to Rs. 1,510,400,300 (Indian rupees one billion five hundred ten million four hundred thousand and three hundred), divided into 302,080,060 equity shares of Rs. 5 (Indian rupees five) each.
- 4.3 Payment of Consideration
- 4.3.1 Upon this Scheme becoming effective, in consideration of the transfer and vesting of all assets and liabilities of the Amalgamating Company into and with the Amalgamated Company in terms of Part-III of this Scheme, the Amalgamated Company shall issue, in aggregate, 13,170,000 fully paid-up equity shares of Rs. 5 (Indian rupees five) each, to the shareholders of the Amalgamating Company whose names are recorded in the register of members of the Amalgamating Company on the Record Date, in a manner that each such equity shareholder of the Amalgamating Company shall be issued 1 (one) fully paid-up equity shares of Amalgamated Company, for every 70 (seventy) fully paid-up equity shares of Rs. 10 each held by such equity shareholder in the Amalgamating Company as on the Record Date. It may however be noted that: (i) the Amalgamated Company shall not receive any shares in terms of the aforementioned entitlement, in its capacity as a shareholder of the Amalgamating Company, and such of its shareholding in the Amalgamating Company shall stand cancelled without any consideration in terms of Clause 4.3.3, and (ii) the nominee shareholders of Suzuki Motor Corporation, Japan, in the Amalgamating Company, shall not receive any shares in terms of the aforementioned entitlement, as these nominee shareholders hold certain nominal number of shares in the Amalgamating Company merely to ensure that the Amalgamating Company has atleast seven (7) shareholders, which is the minimum number of shareholders a public limited company can have in terms of the Companies Act.
- 4.3.2 The issuance of fully paid-up equity shares to the shareholders of the Amalgamating Company in terms of Clause 4.3.1 is based on the share swap ratio of 1:70, approved by the Boards of Directors of the Amalgamated Company and the Amalgamating Company, based on their independent judgment and after taking into consideration the suggestions provided by Ernst & Young Pvt. Ltd. and KPMG India Private Limited on June 12, 2012, on the share swap ratio. The Amalgamated Company had further engaged Kotak Mahindra Capital Company Limited as the merchant banker to provide a fairness opinion on such share swap ratio as per the regulatory requirement. In connection with such engagement, Kotak Mahindra Capital Company Limited has issued an opinion dated June 12, 2012, which stated that as of such date the share swap ratio as mentioned above is fair. The Board of Directors of the Amalgamated Company and the Amalgamating Company based on and relying upon the aforesaid expert advice/opinions, and on the basis of their independent evaluation and judgment, have come to the conclusion that the proposed share swap ratio is fair and reasonable and have approved the same at their respective meetings held on June 12, 2012.

- 4.3.3 Upon this Scheme becoming effective, in the (consolidated/merged) balance sheet of the Amalgamated Company, investments of the Amalgamated Company being equity shares held in the Amalgamating Company, whether held in its own name or through nominees, shall stand cancelled in entirety without any consideration and without any further act or deed [and without any liability towards capital gains tax under the Income Tax Act, 1961].
- 4.4 Issuance mechanics and other relevant provisions
- 4.4.1 In the event that the Amalgamating Company and/or the Amalgamated Company change their capital structures either by way of any increase (by issue of equity shares, bonus shares, convertible securities or otherwise), decrease, reduction, reclassification, sub-division, consolidation, or re-organisation in any other manner, which would have the effect of bringing some change to the capital structures of such company(ies), during the pendency of this Scheme, the share swap ratio mentioned in Clause 4.3 shall further be modified/adjusted accordingly to take into account the effect of such corporate actions.
- 4.4.2 Subject to applicable laws, the equity shares of Amalgamated Company that are to be issued in terms of Clause 4.3 shall be issued in dematerialised form, unless a shareholder gives a notice to the Amalgamated Company on or before the Record Date, requesting for issuance of such equity shares in physical form. The shareholders shall provide such confirmation, information and details as may be required by the Amalgamated Company to enable it to issue the aforementioned equity shares.
- 4.4.3 In case the aggregate number of equity shares in the Amalgamated Company to be issued to the shareholders of the Amalgamating Company in terms of Clause 4.3, contains a fraction of a share, then the Board of Directors of the Amalgamated Company shall round off such fraction to the next whole number and accordingly determine the total number of shares to be issued to the shareholders of the Amalgamating Company. Further, in case any shareholder's holding in the Amalgamating Company is such that the shareholder becomes entitled to a fraction of an equity share of the Amalgamated Company, then the Board of Directors of the Amalgamated Company shall consolidate all such fractional entitlements and the resultant share(s) shall be issued and allotted to one of the directors or officers of the Amalgamated Company or to such other person as the Board of Directors of the Amalgamated Company may decide in this behalf, to be held in trust for all such members who were entitled to such fractional entitlements. Such trustee, who is allotted such consolidated shares, shall be bound by the express understanding to cause the sale of such shares within a period of one(1) year from the Record Date. Such sale of shares shall be made at such price(s), at such time(s) and to such person or persons, as the trustee may deem proper and the trustee shall deposit the net sale proceeds of such sale with the Amalgamated Company (after deduction of the expenses incurred in relation to such sale, if any), which shall then be distributed by the Amalgamated Company to the shareholders (as on the Record Date) respectively entitled to the same in proportion to their fractional entitlements. [Such distribution of money by the Amalgamated Company to its shareholders at such point in time shall not be treated as deemed dividend].
- 4.4.4 Equity shares to be issued by the Amalgamated Company pursuant to this Clause 4.3 in respect of such of the equity shares of the shareholders of the Amalgamating Company which are held in abeyance shall also be kept in abeyance.
- 4.4.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Amalgamating Company, the Board of Directors of the Amalgamating Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer in the Amalgamating Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor/transferee of the shares in the Amalgamating Company and in relation to the equity shares issued by the Amalgamated Company after the effectiveness of this Scheme. The Board of Directors of the Amalgamated Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new members in the Amalgamated Company on account of difficulties faced in the transition period.
- 4.4.6 The equity shares to be issued and allotted by the Amalgamated Company in terms of Clause 4.3 shall be subject to the provisions of the Memorandum and Articles of Association of the Amalgamated Company and shall rank pari passu in all respects with the existing equity shares of the Amalgamated Company.
- 4.5 Provisions with respect to listing of the equity shares to be issued by the Amalgamated Company
- Post effectiveness of this Scheme, the equity shares to be issued and allotted by the Amalgamated Company in terms of Clause 4.3 of this Scheme, shall be listed within a period of ninety(90) days from the Record Date (or such longer period as may be required for the purpose by the relevant /appropriate Stock Exchanges), and shall be admitted for trading on the Stock Exchanges by virtue of this Scheme and the Order passed by the Court approving this Scheme. The listing shall however be subject to compliance with the conditions and other requirements of the Stock Exchanges, Securities and Exchange Board of India, and such other regulatory authorities, if any.
- 4.6 Accounting Treatment
- 4.6.1 Upon this Scheme becoming effective, the Amalgamated Company shall account for the amalgamation in its books of account in accordance with the method of accounting as prescribed under pooling of interest method in Accounting Standard (AS) 14 on

Accounting for Amalgamations prescribed by the Central Government under Companies (Accounting Standard) Rules, 2006, as amended from time to time.

4.6.2 The accounting treatment will be as under:

- (i) upon coming into effect of this Scheme, for the purpose of accounting for and dealing with the value of the assets, liabilities, reserves, etc, as dealt with hereinbelow in the books of account of the Amalgamated Company, financial statements of the Amalgamating Company as on the close of business of the date immediately preceding the Appointed Date shall be prepared;
- (ii) all the assets, liabilities and reserve of the Amalgamating Company as recorded in its financial statements as stated hereinabove, shall be recorded in the books of accounts of the Amalgamated Company as such, subject to suitable adjustments being made to ensure uniformity of accounting policies, if any;
- (iii) the Amalgamated Company shall credit the aggregate par value of the equity shares issued to the shareholders of the Amalgamating Company pursuant to this Scheme to the 'equity share capital account' in its books of accounts; and
- (iv) surplus or deficit, if any, arising as a result of such amalgamation, i.e., excess or shortfall of the value of net assets of the Amalgamating Company transferred to the Amalgamated Company over the paid-up value of shares to be issued and allotted to the shareholders of the Amalgamating Company by the Amalgamated Company, shall be adjusted in reserves.

4.6.3 The identity of the reserves of the Amalgamating Company, if any, and to the extent deemed appropriate by the Board of Directors of the Amalgamated Company, shall be preserved and they shall appear in the financial statements of the Amalgamated Company in the same form and manner, in which they appeared in the financial statements of the Amalgamating Company, as on the date immediately preceding the Appointed Date. Accordingly, if prior to this Scheme becoming effective there is any reserve in the financial statements of the Amalgamating Company available for distribution to shareholders, whether as bonus shares or dividend or otherwise, the same would continue to remain available for such distribution by the Amalgamated Company, subsequent to this Scheme becoming effective.

4.6.4 The Amalgamated Company shall record in its books of account, all transactions of the Amalgamating Company in respect of assets, liabilities, income and expenses, from the Appointed Date to the Effective Date.

4.6.5 Any inter-company payables and receivables between the Amalgamating Company and the Amalgamated Company shall be cancelled and the Amalgamated Company shall accordingly not record any of such payables and receivables in its books.

4.6.6 In case of any differences in accounting policies followed by the Amalgamating Company from that of the Amalgamated Company, impact of the same till the date immediately preceding the Appointed Date will be quantified and be appropriately adjusted and reported in accordance with applicable accounting rules and principles in the books of the Amalgamating Company, so as to ensure that the financial statements of the Amalgamated Company reflect the financial position on the basis of consistent accounting policies.

4.6.7 Notwithstanding the above, the Board of Directors of the Amalgamated Company, in consultation with its statutory auditors, is authorised to account any of the balances in any other manner, if such accounting treatment is considered more appropriate.

4.7 Miscellaneous Provisions

4.7.1 It is hereby clarified that pursuant to amalgamation of the Amalgamating Company into and with the Amalgamated Company, the control over the Amalgamated Company shall not change.

PART-V

5 GENERAL TERMS AND CONDITIONS

5.1 This Scheme, has been drawn up to comply with the conditions relating to 'Amalgamation' as specified under the tax laws, specifically Section 2(1B) of the Income-tax Act, 1961, which include the following:

- (i) all the properties of the amalgamating company immediately before the amalgamation becomes the properties of the amalgamated company by virtue of the amalgamation;
- (ii) all the liabilities of the amalgamating company immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation;
- (iii) shareholders holding not less than three-fourths in value of the shares in the amalgamating company or companies (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation;

otherwise than as a result of the acquisition of the property of one company by the other company pursuant to the purchase of such property by the other company or as a result of the distribution of such property to the other company after the winding up of the first mentioned company, and other relevant sections of the Income-tax Act, 1961. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the tax laws shall prevail. This Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, shall vest with the Board of Directors of the Amalgamated Company, which power shall be exercised reasonably in the best interests of the companies concerned and their shareholders, and which power can be exercised at any time, whether before or after the Effective Date.

- 5.2 Upon this Scheme becoming effective, the accounts of the Amalgamated Company as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme. The Amalgamated Company shall be entitled to revise its income tax returns, TDS returns, and other statutory returns as may be required under respective statutes pertaining to indirect taxes, such as sales-tax, value added tax, excise duties, service tax, etc, and shall also have the right to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income Tax Act, 1961, credit of tax deducted at source, credit of foreign taxes paid/withheld, etc, if any, as may be required consequent to implementation of this Scheme.
- 5.3 The Amalgamated Company and/or the Amalgamating Company, shall, with all reasonable dispatch, make respective applications to the Court, under Sections 391 to 394 and other applicable provisions of the Companies Act, seeking orders for dispensing with or convening, holding and/or conducting of the meetings of the classes of their respective shareholders and/or creditors and for sanctioning this Scheme with such modifications, as may be approved by the Court.
- 5.4 Upon this Scheme being approved by the requisite majority of the shareholders and creditors of the Amalgamated Company and the Amalgamating Company (wherever required), the Amalgamating Company and the Amalgamated Company shall, with all reasonable dispatch, file respective petitions before the Court for sanction of this Scheme under Sections 391 to 394 and other applicable provisions of the Companies Act, and for such other order or orders, as the Court may deem fit for carrying this Scheme into effect. Upon this Scheme becoming effective, the shareholders of both, the Amalgamated Company and the Amalgamating Company, shall be deemed to have also accorded their approval under all relevant provisions of the Companies Act for giving effect to the provisions contained in this Scheme.
- 5.5 The effectiveness of this Scheme is conditional upon and subject to:
- (i) this Scheme being approved by the respective requisite majorities of the various classes of shareholders and/or creditors (if required) of the Amalgamating Company and of the Amalgamated Company as required under the Companies Act, and the requisite orders of the Court being obtained; and
 - (ii) such certified copies of the Orders of the Court being filed with the Registrar of Companies, NCT of Delhi and Haryana at New Delhi, by the Amalgamated Company and the Amalgamating Company respectively.
- 5.6 Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date, as the case may be and become effective and operative only in the sequence and in the order mentioned hereunder:
- (i) alteration of the main objects of the Amalgamated Company as provided in Clause 2.5;
 - (ii) amalgamation of the Amalgamating Company into and with the Amalgamated Company in accordance with Part-III of this Scheme;
 - (iii) transfer of the authorised share capital of the Amalgamating Company to the Amalgamated Company as provided in Clause 2.4, and consequential increase in the authorised share capital of the Amalgamated Company as provided thereunder; and
 - (iv) issuance and allotment of fully paid-up equity shares of the Amalgamated Company to the shareholders of the Amalgamating Company in terms of Clause 4.3 of this Scheme.
- 5.7 After this Scheme is sanctioned but before it becomes effective, the Board of Directors of the Amalgamated Company shall, in consultation with the Amalgamating Company, determine the record date, for issue and allotment of fully paid-up equity shares of the Amalgamated Company to the shareholders of the Amalgamating Company in terms of Clause 4.3. On determination of such record date, the Amalgamating Company shall provide to the Amalgamated Company, the list of its shareholders as on such record date, who are entitled to receive the fully paid-up equity shares in the Amalgamated Company in terms of this Scheme in order to enable the Amalgamated Company to issue and allot such fully paid-up equity shares to such shareholders of the Amalgamating Company.

- 5.8 The transfer of properties and liabilities to, and the continuance of proceedings by or against the Amalgamated Company, as envisaged in Part-III above shall not affect any transaction or proceedings already concluded by the Amalgamating Company on or before the Appointed Date, and after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company accepts and adopts all acts, deeds and things done and executed by the Amalgamating Company in respect thereto as done and executed on behalf of itself.
- 5.9 (i) The Amalgamating Company and the Amalgamated Company shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date. In other words, the shareholders of the Amalgamating Company shall not be entitled to dividend (whether interim and/or final), if any, declared and paid by the Amalgamated Company to their shareholders prior to the Effective Date and vice versa.
- (ii) The holders of the shares of the Amalgamating Company and the Amalgamated Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association, including the right to receive dividends.
- (iii) It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Amalgamating Company and/or the Amalgamated Company to demand or claim any dividends which, subject to the provisions of the Companies Act, shall be entirely at the discretion of the respective Boards of Directors of the Amalgamating Company and the Amalgamated Company respectively, and if applicable, subject to the approval of the shareholders of the Amalgamating Company and the Amalgamated Company respectively.
- 5.10 The reference consolidated summary balance sheet of the Amalgamated Company (i.e., inclusive of the Amalgamating Company) as on the Appointed Date, assuming that this Scheme has become effective is attached hereto as Schedule 2.
- 5.11 Though this Scheme shall become effective from the Effective Date, the provisions of this Scheme shall be applicable and come into operation from the Appointed Date.
- 5.12 The Amalgamated Company and the Amalgamating Company (acting through their respective Boards of Directors) may assent to any modifications or amendments to this Scheme, which the Court and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. The Amalgamated Company and the Amalgamating Company (acting through its respective Boards of Directors) be and are hereby authorised to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any orders of the Court or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 5.13 Notwithstanding anything else to the contrary in this Scheme, the Amalgamated Company and the Amalgamating Company (acting through its respective Boards of Directors) shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Court or any other authority is not acceptable to them.
- 5.14 All costs, expenses, charges, fees, taxes, duties, levies and all incidental expenses arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and matters incidental thereto shall be borne and paid by the Amalgamated Company.
- 5.15 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Amalgamated Company, the Amalgamating Company, and/or their respective shareholders, and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.
- 5.16 If any part of this Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the Amalgamated Company and the Amalgamating Company (acting through their respective Boards of Directors) shall attempt to bring about appropriate modification to this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.
- 5.17 Upon the Scheme becoming effective, the Amalgamated Company shall be entitled to use all labels, packaging, point of sale material, sign board, samples, closures, other publicity material, etc, lying unused with the Amalgamating Company, and which the Amalgamating Company is otherwise entitled to use under any statute/regulation, till such time as all of such packaging, labels, closures, etc, are exhausted.

Schedule 1

List of immovable properties of the Amalgamating Company as on March 31, 2012
(refer to Clause 1.3.3(i))

(in Rs.)

Particulars	Location	WDV(as March 31, 2012)
Free hold land	Manesar	105,430,929
Building	Manesar	1,106,318,673

Schedule 2:

Summary Balance Sheet of Maruti Suzuki India Limited (amalgamated company) as at 1st April 2012, post merger with Suzuki Powertrain India Limited (amalgamating company)

	Rs. in Million
	Amalgamated
EQUITY AND LIABILITIES	
SHAREHOLDERS' FUNDS	
Share Capital	1,510
Reserves and Surplus	163,423
	164,933
NON-CURRENT LIABILITIES	
Long Term Borrowings	3,253
Deferred Tax Liabilities (Net)	4,089
Other Long Term Liabilities	966
Long Term Provisions	1,725
	10,033
CURRENT LIABILITIES	
Short Term Borrowings	10,783
Trade Payables	35,274
Other Current Liabilities	20,060
Short Term Provisions	5,256
	71,373
TOTAL	246,339
ASSETS	
NON-CURRENT ASSETS	
Fixed Assets	
Tangible Assets	91,123
Intangible Assets	2,470
Capital Work in Progress	9,063
	102,655
Non-Current Investments	9,982
Long Term Loans and Advances	15,145
Other Non-Current Assets	263
	128,045
CURRENT ASSETS	
Current Investments	47,541
Inventories	21,994
Trade Receivables	10,544
Cash and Bank Balances	25,412
Short Term Loans and Advances	8,938
Other Current Assets	3,865
	118,294
TOTAL	246,339

Note:

The changes on account of difference in accounting policies of amalgamating company and the amalgamated company are not expected to be material and significant and hence no adjustments in the opening net worth of 01.04.12 have been considered necessary.

**IN THE HIGH COURT OF DELHI AT NEW DELHI
COMPANY JURISDICTION
COMPANY APPLICATION (M) NO. 128 OF 2012**

IN THE MATTER OF:

The Companies Act, 1956;

AND

IN THE MATTER OF:

Application under Section 391 (1) (b) of the Companies Act, 1956;

AND

IN THE MATTER OF:

Scheme of Amalgamation between Suzuki Powertrain India Limited and Maruti Suzuki India Limited and their respective shareholders and creditors.

AND

IN THE MATTER OF

MARUTI SUZUKI INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070

....APPLICANT/AMALGAMATED COMPANY

FORM OF PROXY

I/We, the undersigned, as Equity Shareholder(s) of Maruti Suzuki India Limited (the "Company"), hereby appoint _____ of _____, and failing him/her _____, of _____, as my/our proxy, to act for me/us at meeting of the Equity Shareholders of the Company to be held at Sri Sathya Sai International Centre, Pragati Vihar, Lodhi Road, New Delhi -110003, on Saturday, the 29th day of September, 2012 at 03:00 P.M., for the purpose of considering and, if thought fit, approving with or without modification(s) the Scheme of Amalgamation between Suzuki Powertrain India Limited and Maruti Suzuki India Limited and their respective shareholders and creditors ("the Scheme") and at such meeting and any adjournment thereof, to vote, for me/us and in my/our name(s) **For/Against** the said Scheme as my/our proxy may approve.

Dated this _____ day of _____ 2012.

* Folio No: _____

Signature: _____

** DP ID: _____ Client ID: _____

Name: _____

No. of Shares held: _____

Address: _____

* Applicable for the shareholder holding shares in Physical Form.

** Applicable for the shareholder holding shares in Demat Form.

Notes:

- (1) Please affix Re. 1/- revenue stamp before putting signature.
- (2) The proxy must be deposited at the Registered Office of Maruti Suzuki India Limited at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070 at least 48 hours before the time of holding the meeting.
- (3) Strike out which is not necessary.
- (4) All alterations made in the Form of Proxy should be initialed.
- (5) Bodies Corporate & FII Equity Shareholder(s) would be required to deposit certified copies of Board/Custodian resolutions/Power of Attorney, as the case may be, authorizing the individuals named therein, to attend & vote at the meeting on its behalf. These documents must be deposited at the Registered Office of Maruti Suzuki India Limited at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070 at least 48 hours before the time of holding the meeting.

Maruti Suzuki India Limited

Registered Office: Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070.

ATTENDANCE SLIP

(To be handed over at the entrance of the meeting venue)

I/We hereby record my/our presence at the court convened meeting of the Equity Shareholders of **MARUTI SUZUKI INDIA LIMITED** having its Registered Office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070, convened pursuant to the Order dated 22nd August, 2012 of the Hon'ble High Court of Delhi at Sri Sathya Sai International Centre, Pragati Vihar, Lodhi Road, New Delhi -110003, on Saturday, the 29th day of September, 2012 at 03:00 P.M.

Name(s) in Full

Father / Husband's Name

Address

1.

2.

3.

DP ID

Client ID

Regd. Folio No.*

No. of Shares

Please tick the appropriate box

☐

MEMBER

☐

PROXY

Member's Signature

Proxy's Signature

* Applicable for the shareholder holding shares in Physical Form.

Notes:

1. Shareholders/Proxies are requested to bring their slip with them.
2. Shareholders attending the meeting in person or as proxy are requested to complete the attendance slip and hand it over at the entrance of the meeting.

BOOK POST

If undelivered, please return to:

MARUTI SUZUKI INDIA LIMITED

Plot No. 1, Nelson Mandela Road,
Vasant Kunj, New Delhi-110070