

17th October, 2023

To,

Vice President
National Stock Exchange of India Limited
“Exchange Plaza”, Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400051

General Manager
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400 001

Subject: Outcome of the Board Meeting

Dear Sir(s),

Pursuant to Regulation 30(6) read with Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”), you are kindly informed that the Board of Directors of the Company, at its meeting held on 17th October, 2023, has approved execution of a Share Purchase and Subscription Agreement (“**SPSA**”) to acquire 100% equity capital of Suzuki Motor Gujarat Private Limited (“**SMG**”) owned by Suzuki Motor Corporation (“**SMC**”) and discharge the consideration for such purchase of 100% of the SMG’s equity shares by way of issue and allotment of the Company’s equity shares to SMC on a preferential basis for consideration other than cash.

Pursuant thereto, the Company has executed the SPSA with SMC and SMG today to acquire 12,84,11,07,500 equity shares of INR 10/- each, representing 100% equity capital of SMG owned by SMC, for a total purchase consideration of INR 12,841.1 Crores. The consideration payable by the Company for such purchase of 100% of the SMG’s equity shares shall be discharged by way of issue and allotment of 1,23,22,514 equity shares of the Company having face value of INR 5/- each to SMC, at a price of INR 10,420.85/- per equity share, on a preferential basis, subject to the approval of the members of the Company through Postal Ballot and all legal and regulatory compliances.

The disclosure as required under Regulation 30 of the Listing Regulations read with SEBI Circular on disclosure of material events/information (SEBI Circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023), regarding the execution of the said Agreement is enclosed as **Annexure-A**.

The Board Meeting commenced at 09:30 and concluded at 09:45 am.

Thanking you,

Yours sincerely,

For Maruti Suzuki India Limited

Sanjeev Grover
Executive Vice President
& Company Secretary

MARUTI SUZUKI INDIA LIMITED

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Gurgaon - 122015, Haryana, India.

Tel: 0124-2346721, Fax: 0124-2341304

Manesar Plant:

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Plot No.1, Phase - 3A, IMT Manesar,
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Tel: 0124-4884000, Fax: 0124-4884199

Annexure-A

Disclosures in terms of Regulation 30 of the Listing Regulations read with SEBI Circular on disclosure of material events/information

| S.NO. | PARTICULARS | |
|-------|---|---|
| 1. | Name(s) of parties with whom the agreement is entered | Suzuki Motor Corporation, Japan (“SMC”) and Suzuki Motor Gujarat Private Limited (“SMG”) |
| 2. | Purpose of entering into the agreement | Purchase of 100% of the SMG’s shares owned by SMC by MSIL, and discharge of consideration for such purchase of 100% of the SMG’s shares by way of issue and allotment of the Company’s equity shares to SMC on a preferential basis for consideration other than cash, equal to the net book value of SMG as calculated according to the Contract Manufacturing Agreement dated December 17, 2015 entered into between the Company and SMG (“CMA”), subject to relevant valuation reports and in compliance with the applicable regulatory and statutory framework. |
| 3. | Size of agreement | The consideration payable by the Company for purchase of 100% of the SMG’s equity shares shall be discharged by way of issue and allotment of 1,23,22,514 equity shares of the Company having face value of INR 5/- each to SMC, at a price of INR 10,420.85/- per equity share, on a preferential basis. |
| 4. | Shareholding, if any, in the entity with whom the agreement is executed | NIL |
| 5. | Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc. | The material terms of the Share Purchase and Subscription Agreement executed by the Company with SMC and SMG (“SPSA”) are as follows – (i) Upon consummation of the transaction, the Company will buy 100% equity shares of SMG from SMC making SMG a wholly owned subsidiary of the |



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| | | <p>Company; (ii) SMG and SMC have provided certain customary representations and warranties in respect of various aspects such as the validity of SMG equity shares being transferred to the Company, SMC's title over the equity shares, business operations and affairs of SMG, material contracts entered into by it, taxation, compliance with law, etc. In the event of any inaccuracy, misrepresentation or breach of such representations and warranties, SMC will be obligated to indemnify the Company for losses (actual and direct), damages, costs, fines, penalties, liabilities incurred (including cost of litigation) by it, or any Government and third-party claims, actions or proceedings that may be asserted against the Company resulting from such inaccuracy, misrepresentation or breach, subject to relevant disclosures and, customary <i>de minimis</i> (minimum) and aggregate thresholds; (iii) The Company has also provided certain customary representations and warranties to SMG and SMC, in relation to its authority and ability to execute the SPSA, and validity of the Company's equity shares to be issued to SMC pursuant to the SPSA. In the event of any breach or misrepresentation of these warranties, the Company will be obligated to indemnify SMC on the same terms as provided above; (iv) The CMA between the Company and SMG shall be terminated on and from the closing date; (v) Upon becoming a wholly owned subsidiary of the Company, SMG shall continue to manufacture vehicles and parts and supply them to the Company on a 'no-profit no-loss' basis till 31st March, 2024 (or any other date agreed between the Company and SMG); (vi) Various operational agreements between the Company and SMG, which were supposed to be</p> |
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| | | co-terminus with the CMA (and would have ordinarily stood terminated with the termination of CMA), will continue to operate despite the termination of the CMA to ensure business continuity. |
| 6. | Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship | SMC is the holding entity of the Company. SMG is a wholly-owned subsidiary of SMC. |
| 7. | Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length” | The proposed transaction is a related party transaction and shall be done according to the prevalent law and regulations. The transaction is being done at “arm’s length”. |
| 8. | In case of issuance of shares to the parties, details of issue price, class of shares issued | Issue and allotment of 1,23,22,514 equity shares of the Company having face value of INR 5/- each to SMC, at a price of INR 10,420.85/- per equity share, on a preferential basis. |
| 9. | In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis | Not Applicable |
| 10. | Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc | Not applicable |
| 11. | In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): | The details with respect to termination of the CMA are given hereunder: |



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| | <p>i.name of parties to the agreement;</p> <p>ii.nature of the agreement;</p> <p>iii.date of execution of the agreement;</p> <p>iv.details of amendment and impact thereof or reasons of termination and impact thereof.</p> | <p>i. CMA was executed between the Company and SMG;</p> <p>ii. Pursuant to the CMA, SMG has been manufacturing vehicles and parts and supplying to the Company on a ‘no-profit no-loss’ basis, in accordance with the terms and conditions laid down under the CMA;</p> <p>iii. The CMA was executed on December 17, 2015;</p> <p>iv. With the growth of the Indian car market and export potential, the Company would need to increase its production capacity to about 4 million cars per annum by 2030-31, almost double from current levels. This would happen over several locations, some of which are known and some being studied. On the other hand, given the carbon neutrality requirements, several powertrain technologies like EVs, Hybrids, CNG, Ethanol etc. will co-exist for a reasonably long period of time. Managing this scale and complexity of production with multiple powertrains, under different managements, would pose several challenges. The Board considered this and decided that for the purpose of efficiency in production and supply chain, it is best to bring all production related activities under the Company.</p> |
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