

DATED _____, 2015

MARUTI SUZUKI INDIA LIMITED

And,

SUZUKI MOTOR GUJARAT PRIVATE LIMITED

CONTRACT MANUFACTURING AGREEMENT

[to be executed on stamp paper of appropriate value]

CONTRACT MANUFACTURING AGREEMENT

This Contract Manufacturing Agreement (this “**Agreement**”) is made and entered into on this day of [•],

BETWEEN:

1. **MARUTI SUZUKI INDIA LIMITED**, a company organized and existing under the laws of India, and having its registered office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi, 110 070, India (hereinafter referred to as “**MSIL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and,
2. **SUZUKI MOTOR GUJARAT PRIVATE LIMITED**, a company organized and existing under the laws of India and having its registered office at B-3, 1st Floor, Safal Profitaire, Prahladnagar, Ahmedabad-380015, Gujarat, India (hereinafter referred to as “**SMG**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

MSIL and SMG being hereinafter individually referred to as “**Party**” and collectively being referred to as the “**Parties**”.

WHEREAS:

- A. Suzuki Motor Corporation (hereinafter referred to as “**SMC**”) is a leading automobile corporation based in Japan, which manufactures and distributes automobiles and their parts across various countries globally. SMC holds approximately 56.21% of the issued, subscribed and paid-up share capital of MSIL, a public listed company in India, which manufactures and distributes Suzuki brand automobiles and their parts in India and exports them globally.
- B. In order to expand and increase MSIL’s manufacturing capacity in India of Suzuki brand of automobiles, on the basis of projections regarding the potential growth of the automobile industry in India and to de-congest MSIL’s existing production facilities, the board of directors of MSIL in its meeting held on October 29, 2011, approved the purchase of land in Gujarat by MSIL to be utilized for the purpose of setting up an integrated manufacturing facility (hereinafter referred to as the “**Project Land**”). Subsequently, MSIL executed a State Support Agreement with the Government of Gujarat on June 02, 2012 (hereinafter referred to as the “**State Support Agreement**”) for the establishment and operation of the integrated manufacturing facility for the purpose of manufacture of Vehicles and Parts and the carrying on of other allied activities (hereinafter referred to as the “**Gujarat Project**”).

- C. After considering various options for the most optimal execution of the Gujarat Project, SMC's offer to establish a wholly-owned subsidiary in Gujarat in the form of SMG, to implement the Gujarat Project by means of a long-term contract manufacturing arrangement with MSIL was found by the board of directors of MSIL to be the most beneficial, and was approved at a meeting of the same held on January 28, 2014. The principles governing this arrangement were further reviewed and revised at a meeting of the board of directors of MSIL held on March 15, 2014. The audit committee of MSIL has also granted its approval in this regard.
- D. SMG was incorporated under the laws of India as a wholly-owned subsidiary of SMC as per the decision of the board of directors of SMC.
- E. The board of directors of MSIL further decided that SMG shall implement the Gujarat Project by entering into this Agreement with MSIL to:
- (i) set-up the requisite manufacturing facilities, in accordance with the State Support Agreement, on the Project Land to be leased by MSIL to SMG in accordance with the terms of a lease deed to be executed between MSIL and SMG on the same date hereof (hereinafter referred to as the "**Lease Deed**"); and,
 - (ii) manufacture the Vehicles and Parts (hereinafter referred to as the "**Products**") in terms of this Agreement, in accordance with the requirements of MSIL and supply such Products exclusively to MSIL.
- F. Thereafter, MSIL obtained the approval of its audit committee to implement the Gujarat Project by means of a contract manufacturing arrangement and a lease arrangement on [•], 2015 in accordance with Section 177 of the Companies Act, 2013 and Clause 49 of the Listing Agreement. MSIL also obtained the approval of its minority shareholders on the same by an ordinary resolution on [•], 2015 in accordance with the decision of the board of directors of MSIL and the requirements of Section 188 of the Companies Act, 2013 and Clause 49 of the Listing Agreement.
- G. SMG has also obtained the approval of its board of directors in this regard.
- H. In terms of Clause 8 of the State Support Agreement, MSIL has assigned certain obligations and attendant rights to SMG for the implementation of the Gujarat Project, which has also been consented to by the Government of Gujarat.

THEREFORE, the Parties have decided to enter into this Agreement to record the detailed terms and conditions on the basis of which SMG shall set up the manufacturing facilities on the Project Land and manufacture and supply the Products to MSIL, and to record their understanding with respect to the same;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the Parties agree as follows;

1. INTERPRETATION AND DEFINITIONS

In this Agreement, in addition to the terms defined in the introduction to, recitals of and the text of this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 Definitions

“**Applicable Laws**” means the central, state and local laws and accounting standards and rules of India, including all orders, rules, regulations, executive orders, decrees, policies, judicial decisions, notifications, by-laws or any license, consent, permit, authorization or other approval (including any conditions attached thereto) or any part thereof or other similar directives made pursuant to such laws or of any public body or authority, local or national agency, department, inspector, ministry, official or public or statutory person (whether autonomous or not) which has appropriate jurisdictions or any other directives given under a contract executed with a Governmental Authority, including but not limited to the State Support Agreement;

“**Books and Records**” means all notices, enquiries, orders, correspondence, computer disks, tapes or other machine readable or other records of an operational, financial or marketing nature including the master data of suppliers, copies of files thereof, bills and relating correspondence, price lists, other commercial records, drawings, engineering data, test data, quality control data including samples and their respective analysis and other technical records, as may be applicable;

“**Business Information**” means information concerning the business, affairs, customer, clients or suppliers of a Party and/ or of a Related Party of the Parties, including information relating to the Party’s and/ or of its Related Party’s operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;

“**Capital Assets**” means the capital assets, machinery and plants required to manufacture, assemble and package the Products;

“**Capital Expenditure**” mean those costs to be incurred in relation to the establishment of the integrated manufacturing facility, including the procurement of Capital Assets required for the implementation of the Gujarat Project;

“**Claim**” means and includes any notice, demand, claim, action, proceeding or assessment taken by any Governmental Authority or a Third Party whereby any Party (i) may be placed or is sought to be placed under an obligation to make payment; (ii) is likely to suffer any loss, damage, cost, expense, liability, penalty or prosecution; (iii) may be enjoined or restrained from doing any act or thing; and/ or (iv) may be deprived of any relief, allowance, credit or repayment otherwise available;

“**Claim Notice**” shall have the meaning ascribed to it in Clause 19.2;

“**Commencement Date**” [•];

“**Consideration**” shall have the meaning ascribed to it in Clause 8.1;

“**Control**” means (i) the beneficial ownership of more than fifty (50) per cent of the shareholding and voting rights of SMG, or, (ii) the right to appoint the majority of the directors on the board of directors of SMG, or, (iii) the possession of power to cause direction of management and policies of SMG;

“**Coordination Committee**” shall have the meaning ascribed to it in Clause 3.1;

“**Coordination Nominee**” shall have the meaning ascribed to it in Clause 3.2;

“**Defaulting Party**” shall have the meaning ascribed to it in Clause 17;

“**Defect**” means any defect or deficiency in any Products such that the Products do not meet the Quality Standards (including without limitation the specification to be provided by MSIL with regard to the Products from time to time);

“**Discontinued Vehicle**” shall have the meaning ascribed to it in Clause 7.3;

“**Force Majeure Event**” shall have the meaning ascribed to it in Clause 26.1;

“**Forecast**” shall have the meaning ascribed to it in Clause 4.1;

“**Governmental Authority**” means any competent governmental, regulatory, statutory or administrative authority, agency, department, commission or instrumentality (whether local, municipal, national or otherwise), court, board or tribunal of competent jurisdiction or other laws, rule or regulation making entity having jurisdiction in regard to enforcement of the Transaction Documents or the transactions contemplated therein, on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

“**Gujarat Project**” shall have the meaning ascribed to it in Recital B;

“**Identified Accountancy Firm**” means any one of KPMG, Ernst & Young, Pricewaterhouse Coopers, and Deloitte Touche Tohmatsu and the Indian affiliates of any of these firms;

“**Initial Period**” shall have the meaning ascribed to it in Clause 10.1;

“Intellectual Property” means technology, trademark or any other mark, trade secrets, know-how, geographical indicator, Technical Information or intellectual property of any other nature;

“Lease Deed” means the lease deed to be entered into between the Parties on the same date hereof for the grant of lease of a part of the Project Land by MSIL to SMG, a copy of which is annexed as Schedule [•];

“Manager Level Employees” means employees whose designation within their employer company is equal to that of a manager or any other equivalent designation implying functions of a managerial capacity;

“Option” shall have the meaning ascribed to it in Clause 18.3;

“Order(s)” shall have the meaning ascribed to it in Clause 4.3;

“Packaging” means the intermediate bulk container and other packaging for the packaging and containment of the Products;

“Parties” mean MSIL and SMG collectively and a **“Party”** means any of MSIL or SMG;

“Parts” mean (i) the spare parts, accessories and components of the Vehicles and (ii) any other parts that may be required, as agreed to between the Parties;

“Party Transaction Documents” means those Transaction Documents that have been entered into only by the Parties;

“Person” shall mean any natural person, firm, company, governmental authority, joint venture, association, partnership, proprietorship, Hindu undivided family, trust or other entity (whether or not having separate legal personality);

“Personnel” shall have the meaning ascribed to it in Clause 15.1;

“Place of Dispatch” shall have the meaning ascribed to it in Clause 15.1;

“Production Schedule” shall have the meaning ascribed to it in Clause 4.2;

“Products” shall have the meaning as ascribed to it in Recital E;

“Project Land” shall have the meaning as ascribed to it in Recital B;

“Proprietary Information” shall have the meaning ascribed to it in Clause 24.1;

“Qualitative Deficiency” shall have the meaning ascribed to it in Clause 14.2;

“Quality Standards” means the standards for manufacture, packaging and supply of the Products as agreed to by the Parties and which are in accordance with all Applicable Laws and which shall be in accordance with all generally accepted industry standards and practices that may be applicable;

“Quantitative Deficiency” shall have the meaning ascribed to it in Clause 14.2;

“Related Party” means a related party as defined under Section 2(76) of the Companies Act, 2013;

“Representatives” means the directors, officers, employees, agents or representatives of either of the Parties, and their respective solicitors, accountants, consultants and financial or other advisers;

“Requisite Parts” means the Parts, allied components, raw materials and consumables to be purchased and/ or imported by MSIL or SMG, as the case may be, from MSIL, SMC or any Third Party for the purpose of manufacturing and assembling the Products;

“Royalty” shall have the meaning ascribed to it in Clause 12.1;

“Sale” has the meaning ascribed to it in Clause 18.3;

“Senior Executives” shall mean the senior representatives of MSIL and/ or SMG, below the rank of the respective Chief Executive Officers (“CEO”)/ Managing Directors, as the case may be;

“SIAC Rules” mean the Arbitration Rules of the Singapore International Arbitration Centre;

“SMG’s Parts” means the Parts and allied components to be manufactured by SMG for the purpose of manufacturing and assembling the Products;

“State Support Agreement” shall have the meaning ascribed to it in Recital B;

“Technical Information” means the know-how and technical information owned by or licensed to MSIL from time to time;

“Term” shall have the meaning ascribed to it in Clause 10.1;

“Third Party” means any Person who is not a signatory to this Agreement;

“Transaction Documents” mean this Agreement, the Lease Deed and any other agreement that may be entered into between MSIL, SMG or SMC in relation to the implementation of the Gujarat Project; and,

“**Vehicles**” means fully-assembled vehicles to be designated by MSIL.

1.2 Interpretation

- (a) Headings and the table of contents are inserted for convenience only and shall not affect the construction of this Agreement.
- (b) Except where the context requires otherwise, references to Clauses or Schedules are to Clauses of or Schedules to this Agreement.
- (c) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- (d) Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.
- (e) Any reference in this Agreement to an agreement or contract includes a reference to that agreement or contract as amended, novated, supplemented, waived, substituted, replaced, renewed or extended from time to time.
- (f) References in this Agreement to any Party (or SMC) shall include that Party’s (or SMC’s) successors and permitted assigns.
- (g) Any reference to a document in the *agreed form* is to the form of the relevant document agreed between the Parties and/ or SMC.
- (h) Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (i) Any reference to any Party being obliged to “procure” or “cause” any action shall be construed as a reference to that Party being obliged to exercise all rights and powers available to it so as to procure or cause the relevant action.
- (j) All provisions of this Agreement shall be interpreted and construed in accordance with their meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision.

2. **PURPOSE AND SCOPE**

2.1 SMG shall, during the Term of this Agreement, manufacture the Products and supply the same on an exclusive basis to MSIL in accordance with the terms and conditions as specified under this Agreement.

2.2 SMG shall manufacture and sell the Products to MSIL in consideration for the price of the Products in accordance with the Order(s) from MSIL.

2.3 SMG shall not directly supply or assign the Products to any other Third Party in any manner.

2.4 The Parties further acknowledge and agree that all transactions, arrangements and other agreements between the Parties pursuant to this Agreement shall be made, in accordance with then Applicable Laws, on the basis that SMG shall operate on a no-profit and no-loss principle in accordance with Clause 8.

3. COORDINATION COMMITTEE

3.1 MSIL and SMG shall jointly establish a coordination committee (hereinafter referred to as the “**Coordination Committee**”) whose role and function shall be to coordinate the implementation and operation of the Gujarat Project and to effectuate the operational matters for implementing this Agreement, including but not limited to, the determination of Production Schedule and Consideration, procurement of Capital Assets and such other related matters.

3.2 The composition of the Coordination Committee shall be mutually agreed to by the Parties. The Coordination Committee shall consist of members to be appointed by each of the Parties from time to time (hereinafter referred to as the “**Coordination Nominee**”). Each Party shall also have the right to remove such Coordination Nominee appointed by it and to appoint such removed Coordination Nominee’s successor or replacement.

4. PRODUCTION SCHEDULE AND MANUFACTURE OF PRODUCTS

4.1 MSIL shall determine the specific types and volumes of the Products to be manufactured by SMG under this Agreement (hereinafter referred to as the “**Forecast**”).

4.2 The Coordination Committee shall discuss and agree upon a production schedule (hereinafter referred to as the “**Production Schedule**”), accommodating the Forecasts as may be determined by MSIL, for the manufacture of the Products by SMG within a specific period of time.

4.3 MSIL shall, in adherence with the Production Schedule, issue detailed instructions in writing depending on MSIL’s actual commercial requirements at the time, for the specific types and volumes of the Products to be manufactured by SMG (hereinafter referred to as the “**Order(s)**”). The Order(s) shall be consistent with the Production Schedule and shall specify:

- (i) Required number of units of each Product;
- (ii) Type/ model or other specification of each Product;
- (iii) Required Packaging for each Product;
- (iv) Preferred latest date for delivery;

- (v) Place of delivery;
- (vi) The amount of Consideration;
- (vii) Point of time of the transfer of risk and title of the Products; and,
- (viii) Any other matters deemed necessary by the Coordination Committee.

4.4 SMG shall manufacture the Products as per the Order(s) subject to the terms of this Agreement and shall, with the support of MSIL, use its best efforts during the Term of this Agreement to manufacture the Products economically by improvement in productivity and by reducing its manufacturing, supply and other costs for the Products by implementing cost savings initiatives.

5. MANUFACTURE, PURCHASE AND IMPORT OF PARTS

5.1 SMG shall be responsible for manufacturing the Products for the purposes of selling the same to MSIL, under this Agreement and for the purposes of the aforesaid manufacturing of the Products; SMG shall purchase and/or import the Requisite Parts.

5.2 Any arrangements, transactions or agreements in relation to procurement of the Requisite Parts by SMG from (i) SMC and/ or, (ii) any other Related Parties of SMG, with the exception of MSIL, shall require the prior approval of MSIL. The Parties shall discuss the manufacturing of SMG's Parts and the procurement of the Requisite Parts to ensure that the costs to manufacture, assemble and package the Products are minimized, to the extent commercially and reasonably practicable.

6. DELIVERY

6.1 SMG shall deliver the Products to MSIL at the place and by the date that is provided in the Order(s).

6.2 In the case of the occurrence of any event that prevents SMG from making delivery of the Products at the place and by the time provided in the Order(s), SMG shall immediately notify MSIL of such event, the remedial action to be taken, and any other relevant information in this regard. The Coordination Committee shall immediately discuss the remedial action and SMG shall deliver the Products as per the same.

7. SUPPLY OF THE PRODUCTS

7.1 The supply of the Products by SMG to MSIL shall be subject to this Agreement and the Order(s).

7.2 In the event that any of the terms and conditions pertaining to the supply of the Products, as contained under the Order(s), is contrary or inconsistent to the terms and conditions provided under this Agreement, the terms and conditions as provided under the Agreement shall prevail to the extent of such contradiction or inconsistency.

7.3 SMG shall continue to supply Parts as manufactured by it, from time to time, for the model of any Vehicle, the production of which MSIL may decide to discontinue (hereinafter referred to as the “**Discontinued Vehicle**”), for such period from the date of discontinuation, as may be required by the Applicable Laws or for such longer period as may be mutually discussed and agreed to by the Parties. The definite date of discontinuance of the supply of Parts for such Discontinued Vehicles shall be separately negotiated and agreed between MSIL and SMG.

8. DETERMINATION OF CONSIDERATION

8.1 Notwithstanding anything contained in this Agreement, but subject to the provisions of this Clause 8.1(iii), the sales price of the Products for selling the Products from SMG to MSIL (hereinafter referred to as the “**Consideration**”) shall be determined by MSIL and SMG, by mutual consent, for each financial year of SMG, on the basis that SMG does not have any profits or losses at the end of any financial year. In the event of SMG having either profits or losses at the end of the immediately preceding financial year, the operation of the aforementioned principle shall be dealt with in the following manner:

- (i) If at the end of a financial year, SMG retains profits, as per the audited financial statements for such financial year, such profits as well as any interest earned thereon, shall be utilized by SMG for reducing the Consideration for the immediately following financial year; and
- (ii) If at the end of a financial year, SMG retains losses, as per the audited financial statements for such financial year, the Consideration for the immediately following financial year shall be correspondingly increased to offset such losses.
- (iii) Any non-operating income accrued to SMG, arising out of any surplus funds shall not be taken into account for the purposes of the no-profit and no-loss principle in terms of the principle set out under this Clause 8.1 and such non-operating income (net of applicable taxes), shall be solely utilized and deployed for the purposes of Capital Expenditure for the implementation of the Gujarat Project.

8.2 SMG shall appoint an Identified Accountancy Firm as its statutory auditor. If all of the Identified Accountancy Firms are prohibited from being appointed as the statutory auditor, refuse to be appointed as the statutory auditor, cease to exist or cannot be appointed as the statutory auditor for any reason, SMG shall be entitled to appoint any Person as its statutory auditor in accordance with the Applicable Laws.

8.3 SMG shall allow MSIL the right to inspect its financial statements, with reasonable prior notice, to facilitate the determination of the Consideration as mentioned above, in respect of the period falling during the Term of this Agreement.

9. CAPITAL ASSETS

- 9.1 The Parties agree and acknowledge that the Capital Expenditure to be incurred by SMG shall be funded by way of funds raised from the issuance of equity share capital by SMG to SMC and depreciation (such portion of the Consideration charged by SMG from MSIL representing depreciation charges for the Products supplied/ sold). Subject to Clause 2.4 the rates of depreciation for the Capital Assets, applicable for the purposes of this Clause 9 and for the purposes of computation of the Consideration, shall be the same rates as are applied by MSIL for computation of depreciation charges in respect of the similar category of fixed assets of MSIL for any given financial year, and as are intimated to SMG from time to time. It is further agreed and acknowledged between Parties that SMG shall reduce the vehicle cost to the extent of fiscal incentive received from Government of Gujarat in the relevant year or, to the extent such incentive not being set off, in the subsequent year, and the same shall be adjusted for computation of the Consideration under Clause 8.1.
- 9.2 Further, it is agreed by the Parties that any change in the manufacturing capacity of SMG shall be made to the extent reasonably practicable, in consideration of the market conditions at the time of such change and in accordance with prior written requirement as received from MSIL.
- 9.3 MSIL and SMG shall discuss the procurement of the Capital Assets required to manufacture, assemble and package the Products, such that the costs to manufacture, assemble and package the Products can be minimized. It is agreed between the Parties that any arrangements in relation to the procurement of Capital Assets by SMG from (i) SMC, and/or (ii) other Related Parties of SMG, with the exception of MSIL, shall require the prior approval of MSIL.

10. COMMENCEMENT AND TERM

- 10.1 This Agreement shall commence on the Commencement Date and shall continue for a period of fifteen (15) years (hereinafter referred to as the “**Initial Period**”), to be automatically extended for a further period of fifteen (15) years at the end of the Initial Period without any further action or documentation on the part of either Party, unless terminated by the Parties by mutual agreement or in accordance with Clause 17 (hereinafter referred to as the “**Term**”). After the expiry of an aggregate period of thirty (30) years from the Commencement Date, MSIL and SMG may mutually discuss and agree to extend the period of this Agreement.
- 10.2 The Parties acknowledge and agree that upon the termination of this Agreement for any reason whatsoever, the Lease Deed shall automatically terminate, without any affirmative action by the Parties in this regard, with immediate effect in accordance with the terms and conditions of the Lease Deed.

11. TRADEMARK AND INDICATION OF ORIGIN

11.1 SMG shall affix a trademark or other mark or indication of origin on the Products as per the instruction from MSIL.

11.2 MSIL and SMG shall comply with all applicable laws in affixing a trademark or any other mark or indication of origin.

12. ROYALTY

12.1 It is acknowledged and agreed by the Parties that the use, which shall include but not be limited to the sub-licensing, of any Intellectual Property, that may be required in manufacturing, assembling and packaging the Products, and all decisions relating to quantum of such royalty for the use of such Intellectual Property (hereinafter referred to as the “**Royalty**”) shall be done in accordance with the terms of the contractual agreements between SMC and MSIL. It is further agreed that the Parties and SMC shall enter into suitable documentation and arrangements for effectuating such Royalty payments.

12.2 The Parties shall further endeavor that the aforesaid arrangement for payments toward Royalty shall, to the extent reasonably practicable, be commercially beneficial and efficient for the Parties while complying with the relevant taxation requirements and other regulations.

13. QUALITY CONTROL

13.1 SMG shall, at all times during the Term of this Agreement, make its best efforts to manufacture, package and supply the Products of high quality and at reduced costs, in accordance with the Quality Standards to be agreed to between the Parties.

13.2 MSIL shall provide SMG with information in relation to the repair and replacement work for the Products by MSIL’s dealers and the quality and performance information of the Products which MSIL may obtain from the market and which MSIL or SMG may consider to be necessary for SMG to make improvements in the quality of the Products.

14. NON-CONFORMING PRODUCTS

14.1 Upon delivery of the Products as per the Order(s), MSIL shall inspect the Products in order to identify any Defects.

14.2 If (i) any deficiency or excess in quantity that is inconsistent with the Order(s) (hereinafter referred to as the “**Quantitative Deficiency**”) or (ii) any Defect in any Product, or any Product that otherwise does not satisfy the conditions listed in the Order(s) or the Quality Standards (hereinafter referred to as the “**Qualitative Deficiency**”) is identified by MSIL in the course of inspection under Clause 14.1, MSIL shall notify SMG of such Quantitative Deficiency and/or Qualitative Deficiency within fifteen (15) days of the delivery of the Products, and the Coordination Committee shall immediately discuss remedies to

address the Quantitative Deficiency and/or Qualitative Deficiency on such terms and conditions as may be mutually agreed.

15. DISPATCH OF PERSONNEL AND SPECIAL WORK BY MSIL

15.1 Subject to Clause 15.2 and consistent with its own business practices and operations, MSIL shall, if requested by SMG in writing, dispatch any of the employees, consultants and other representatives (hereinafter collectively referred to as the “**Personnel**”) of MSIL to places to be designated by SMG (hereinafter referred to as the “**Place of Dispatch**”) to perform the following functions in accordance with SMG’s written request and this Clause 15 at any time during the Term of this Agreement:

- (i) Support, advice and guidance in the manufacture, assembly, purchasing, testing, inspection, quality control and packaging of the Products,
- (ii) Assist in the administration and operation of SMG, and,
- (iii) Assist in the performance of SMG’s obligations under this Agreement.

15.2 The number of Personnel of MSIL to be dispatched, their period of stay at the Place of Dispatch, the date of departure from the Place of Dispatch, and all other terms and conditions not set forth hereunder in relation to the dispatch of Personnel in accordance with Clause 15.1 shall be mutually discussed and agreed to by and between the Parties on a case-by-case basis and on an arm’s length basis.

15.3 When MSIL’s Personnel are dispatched, pursuant to SMG’s written request above in Clause 15.1, for the purpose of implementing this Agreement, SMG shall guarantee to MSIL the following:

- (i) SMG shall respect any technical guidance and advice rendered by such Personnel of MSIL;
- (ii) SMG shall satisfy any requests of the Personnel of MSIL in relation to design and specifications, adherence to Quality Standards and inspection criteria;
- (iii) SMG shall make its best efforts to cooperate with the Personnel of MSIL to enable them to accomplish the purpose for which they are dispatched;
- (iv) The working hours of the Personnel of MSIL shall be in accordance with SMG’s working rules and regulations;
- (v) SMG shall arrange the necessary accommodation for the Personnel of MSIL; and
- (vi) SMG shall take, or cause to be taken, any and all reasonable steps to protect and ensure the safety of each the dispatched MSIL’s Personnel’s life and properties.

15.4 SMG shall ultimately bear the costs and expenses of the dispatch of MSIL's personnel. Upon the receipt of MSIL’s statement, SMG shall reimburse to MSIL all costs and actual expenses incurred for the dispatch of its Personnel which shall be determined on an arm’s length basis and acceptable to MSIL.

15.5 If SMG requests MSIL to render any advice or assistance relating to the Products or this Agreement, which requires special or unusual work or analysis and which is not covered under this Clause or Clause 16, and if MSIL agrees to render such advice and assistance, SMG shall pay to MSIL a reasonable amount of fees, determined on an arm's length basis.

16. TRAINING AT MSIL'S FACILITIES

During the Term of this Agreement, MSIL shall, upon receipt of a written request from SMG, make available to SMG, MSIL's plant facilities or other places, as designated by MSIL, for the purpose of in-plant observation and training of Personnel of SMG for the performance of SMG's obligations under this Agreement. The number of Personnel of SMG and the period of training and stay shall be decided by mutual consultation and agreement by the Parties on a case-by-case basis and on an arm's length basis.

17. TERMINATION

Subject to the provisions of this Agreement, each Party shall have the right to terminate this Agreement upon the occurrence of any one or more of the following event(s) by or with regard to the other Party:

- (i) Material breach of this Agreement or the Lease Deed by either Party (hereinafter referred to as the "**Defaulting Party**") and if the same is remediable, failure to remedy the same by the Defaulting Party within forty five (45) days of the receipt of the notice issued by the non-Defaulting Party, containing details of the material breach;
- (ii) Performance of this Agreement becoming impossible or impracticable by virtue of any order, action, regulation, interference or intervention by any Governmental Authority;
- (iii) Any authorization, permission or license necessary for the Party to perform any provision hereof being withdrawn or suspended for any reason whatsoever;
- (iv) Institution of bankruptcy/ winding up proceedings by or against either Party and such proceedings not being stayed or discharged by a competent court within thirty (30) days from the date of such institution;
- (v) Occurrence of an event provided in Clause 26.4; or
- (vi) Occurrence of a Deadlock Matter and failure to resolve the same within the Conciliation Period *vide* Clause 21.

18. CONSEQUENCES OF TERMINATION

18.1 Upon termination of this Agreement for any reason whatsoever, on and from the effective date of such termination, SMG shall not undertake or commence the manufacture, assembly or packaging of the Products unless otherwise agreed between the Parties. SMG shall have the right to request MSIL, even after termination of this Agreement, to procure the Products of which manufacturing or assembling has already commenced as per the Order(s) pending at the time of termination of this Agreement.

- 18.2 Notwithstanding Clause 18.1, in the event this Agreement is terminated for any reason whatsoever, SMG shall, under MSIL's instruction, undertake MSIL's Order(s) which are not carried out at the time of termination of this Agreement, in which case, the provisions of this Agreement shall survive and continue in full force and effect until such Order(s) is fully carried out.
- 18.3 Upon termination of this Agreement, for any reason whatsoever, MSIL shall at its option purchase all, but not part of, the outstanding shares of SMG as a going concern entity, subject to the Applicable Laws and the applicable pricing guidelines issued by the Reserve Bank of India at the time (hereinafter referred to as the "**Option**"). If such an Option is exercised by MSIL either by itself or through a nominee or any other such person designated by MSIL:
- (i) MSIL shall enter into the appropriate and customary legal documentation with SMC to record the sale and transfer of the shares of SMG to MSIL (hereinafter referred to as the "**Sale**"), which shall take effect within a period of ninety (90) days from the date of termination of this Agreement or within such other period as may be mutually agreed to between MSIL and SMC;
 - (ii) Subject to sub-clause (iii) below of this Clause 18, the purchase consideration for the Sale shall be equal to the net book value of the shares of SMG computed based on the last available audited financial statements of SMG as on the date of termination of this Agreement. It is additionally clarified that for the purposes of the calculation of the net book value of the shares of SMG, the net book value of the buildings and facilities in the Gujarat Project shall be taken into account, notwithstanding the termination of the Lease Deed;
 - (iii) Notwithstanding the foregoing, if the no-profit and no-loss principle as per Clause 8 is not complied with on the date of termination of this Agreement, the book value mentioned above in sub-clause (ii) shall be adjusted and confirmed by the auditors of SMG, so that the no-profit and no-loss principle is properly and accurately reflected in the book value; and,
 - (iv) The appropriate legal documentation for the effectuation of the aforementioned arrangements shall be entered into.

19. INDEMNITY

- 19.1 Each Party (hereinafter referred to as the "**Indemnifying Party**") agrees to indemnify, keep indemnified, defend and hold harmless the other Party as well as its directors, officers, employees, contract workers and agents (hereinafter collectively referred to as the "**Indemnified Party**") against any and all losses, liabilities, claims, damages, costs and expenses, including any and all reasonable costs and expenses incurred by the Indemnified Party in respect of enforcing any Claim under or pursuant to the Transaction Documents, owing to or arising out of or in connection with the performance of the obligations of the Indemnifying Party under the Transaction Documents or the breach of any representations, warranties, undertakings or covenants made by the Indemnifying Party.

19.2 The Indemnified Party shall, immediately upon becoming aware of the occurrence of any event/condition or the existence of any circumstance that may, with the issuance of a notice, lapse of time or otherwise, constitute or lead to a Claim in terms of this Clause, issue a written notice (hereinafter referred to as the “**Claim Notice**”) to the Indemnifying Party about the occurrence of such events/conditions or existence of such circumstances, along with all relevant documents and information within thirty (30) days from the date of becoming aware of such relevant event/condition or the existence, and the Indemnifying Party shall promptly take effective steps to mitigate any such potential Claim.

19.3 In the event any Claim Notice served by the Indemnified Party on the Indemnifying Party hereunder arises out of, involves or results from any Claim or any legal or equitable action or any arbitration proceeding by a person who is not a party to the Transaction Documents, the Claim Notice to the Indemnifying Party shall specify the amount of the liability arising therefrom.

20. REPRESENTATIONS AND WARRANTIES AND COVENANTS

20.1 Each Party represents and warrants to the other Party that, as on the Commencement Date:

- (i) It is validly incorporated and existing under the laws of India;
- (ii) It has the right, power and authority to execute and deliver, and to exercise its rights and perform its obligations under the Transaction Documents to which it is a party;
- (iii) The execution and delivery by it of the Transaction Documents to which it is a party and the performance by it of the transactions contemplated under such Transaction Documents have been duly authorised by all necessary corporate or other actions as are applicable to such Party;
- (iv) Assuming the due authorization, execution and delivery hereof by the other party(ies), the Transaction Documents to which it is a party constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors’ rights;
- (v) It has obtained all necessary approvals, consents, sanctions or authorisations required to enter into and perform its obligations under the Transaction Documents to which it is a party, and no other approvals, consents, sanctions or authorisations of any regulatory authority or any other Person is required to be obtained by it for the execution, delivery and performance of such Transaction Documents; and upon request, each Party agrees that it will furnish all information and documentation, within its possession or control, necessary for the other Party and/or SMC to obtain any additional authorisations that may be necessary;
- (vi) There is no litigation pending or threatened against it which, if adversely determined, would have a material adverse effect on its ability to perform its obligations as contemplated under the Transaction Documents to which it is a party; and

- (vii) The execution and delivery of, and the performance of obligations under and in compliance with the provisions of, the Transaction Documents to which it is a party, shall not result in:
 - a. The violation of any provision of its constitutional documents or memorandum or articles of association or bye-laws, as are applicable;
 - b. The breach of, or constitute a default under, any other instrument or agreement to which it is a party; or
 - c. The violation of any law, rule or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or Governmental Authority or agreement to which it is a party or by which it or its assets are bound.

20.2 Each Party shall, during the Term:

- (i) Carry out activities as contemplated under the Transaction Documents to which it is a party in a manner that does not interfere with, hinder or otherwise disturb or disrupt the activities of the other Party;
- (ii) Conduct its business in a manner that does not adversely affect the reputation or goodwill of the other Party;
- (iii) Not do or purport to do any act, deed, thing or matter which will prejudice the interests or reputation of the other Party and the Gujarat Project; and
- (iv) Undertake to notify the other Party in writing promptly if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of execution of the Transaction Documents or arising afterwards) which would cause any of the information, representations and warranties given by it under the Transaction Documents, to become untrue or inaccurate or misleading in any respect.

20.3 No representation or warranty of a Party shall be deemed to qualify any of its other representations and warranties. Each Party agrees that such representations and warranties have constituted a material inducement to the other Party to enter into the Transaction Documents to which such other Party has become a party.

20.4 SMG shall manufacture and supply the Products in a timely manner and in compliance with this Agreement and the Applicable Laws.

20.5 SMG affirms that the Control of SMG shall at all time vest with SMC and there shall be no direct or indirect change in Control of SMG by SMC.

20.6 MSIL shall render all possible assistance to SMG to enable it to procure any approvals, licenses, permissions that may be required by it to manufacture, supply and package the Products or to carry out its obligations as contemplated under this Agreement.

21. DEADLOCK

21.1 In the event of the following:

- (i) in relation to the requirement (as per Clause 5 and Clause 9 as set out above) of SMG obtaining prior approval from MSIL for arrangements regarding the procurement of the Requisite Parts, to the extent applicable, or Capital Assets by SMG from SMC and other Related Parties of SMG (other than MSIL), disapproval by MSIL of the arrangements with regard to the same Requisite Parts or the Capital Assets three (3) consecutive times within three (3) months after the date on which SMG made the first offer of the arrangements of such Requisite Parts or Capital Assets; or,
- (ii) failure of MSIL and SMG to mutually agree upon a Production Schedule as per Clause 4 above for a Product for a period of eighteen (18) months after MSIL made the first offer of the Production Schedule of such Product; or,
- (iii) in relation to the requirement of MSIL and SMG mutually agreeing upon the Consideration for a Product, failure to agree upon the Consideration within twelve (12) months after the commencement of the commercial production of such Product,

and, if any Party notifies the other Party in writing that any such matter as stated above in sub-clause (i), (ii) or (iii) may materially adversely affect its interests or the implementation of this Agreement (hereinafter referred to as the “**Deadlock Notice**”), a deadlock shall be deemed to arise, and the matter (hereinafter referred to as the “**Deadlock Matter**”) shall be required to be resolved in accordance with this Clause 21.

21.2 In the event of the occurrence of a Deadlock Matter, the Parties shall jointly establish a committee (hereinafter referred to as the “**Deadlock Resolution Committee**”) within thirty (30) days from the date of receipt by a Party of a Deadlock Notice in order to arrive at a resolution with respect to the Deadlock Matter. The Deadlock Resolution Committee shall consist of equal number of members to be appointed by each Party and the members shall be Manager Level Employees of SMC or SMG (in the case of appointment by SMG) and of MSIL (in the case of appointment by MSIL).

21.3 In the event no resolution is reached at the Deadlock Resolution Committee within sixty (60) days of the first meeting of such Committee, or such other period as may be mutually agreed by the Parties at such Committee (hereinafter referred to as the “**Deadlock Resolution Committee Period**”), a senior representative of each of MSIL, SMG and SMC (hereinafter referred to as the “**Senior Executives**”) and any other representatives of either MSIL, SMG or SMC, as may be necessary, shall meet, within thirty (30) days from the end of the Deadlock Resolution Committee Period in order to arrive at a resolution with respect to the Deadlock Matter.

21.4 If the Senior Executives are unable to arrive at a resolution with respect to the Deadlock Matter within sixty (60) days of the first meeting between the Senior Executives or such other period as may be agreed by the Senior Executives, then such Deadlock Matter shall be referred to the respective CEOs of MSIL and SMG for resolution. If the CEOs are unable to arrive at a resolution with respect to such Deadlock Matter within thirty (30) days of the first

meeting between the CEOs (hereinafter referred to as the “**Conciliation Period**”), the same may be construed as an event giving either Party the right to terminate this Agreement in accordance with sub-clause (vi) of Clause 17.

21.5 Each Party shall, without prejudice to their respective rights and remedies in respect of a Deadlock Matter and pending the resolution of such Deadlock Matter in accordance with this Clause 21, take all steps necessary on their part, to ensure that the non-resolution of such Deadlock Matter does not prejudice the implementation of this Agreement and Gujarat Project.

22. TAXES

22.1 Both the Parties shall be responsible for discharging the statutory income and indirect taxes and cesses (including but not limited to central excise duty, customs duty, service tax, central sales tax / VAT, entry tax) applicable to them on the performance of their obligations under this Agreement in the manner prescribed under the respective tax laws. In an event where the liability of taxes, interest or penalties, etc. arises at a subsequent point of time as a consequence of non-compliance of the respective statute, the respective Party shall bear such amounts.

22.2 MSIL shall pay to SMG, the Consideration of the Products along with the central excise duty and CST/VAT or Goods and Service Tax (when introduced) applicable on the sale of the Products.

22.3 SMG shall at all times ensure that it maintains appropriate documentation and undertake other statutory compliances to avail the benefit of CENVAT and other credits on the raw materials and other goods that would be received by SMG for undertaking the manufacturing activity.

22.4 In case of change of present law or introduction of new law governing income-tax, indirect taxes (including but not limited to central excise duty, customs duty, service tax, central sales tax / VAT, entry tax) resulting in increase/decrease in the levy of taxes at a point subsequent to the Commencement Date, both MSIL and SMG shall mutually agree upon the Party who would bear/benefit from such change.

23. SUB-CONTRACT

SMG may, in consultation with MSIL, sub-contract the production of any item of the Parts, and give to the sub-contractor such information as is necessary for this purpose subject to the condition that the sub-contractor shall be bound by the confidentiality obligations that are the same or that are substantially similar to those stated in Clause 24.

24. CONFIDENTIALITY

24.1 Each Party hereby acknowledges that all information supplied by the other Party or any of its Related Party or their designated suppliers or vendors, under the Transaction Documents including any Technical Information, sales information and any other Business Information that is acquired by the receiving Party in relation to or as a result of or in the course of execution or performance of the Transaction Documents (hereinafter collectively referred to as the “**Proprietary Information**”) remains the property of the disclosing Parties or its Related Party or their designated suppliers or vendors, as the case may be.

24.2 Each Party undertakes to keep any Proprietary Information in strict confidence, and not disclose, reveal or divulge the same to any other Third Party at any time during the Term of the Transaction Documents or after the expiry, cancellation or termination of the Transaction Documents, unless prior written approval of the disclosing Party or its Related Party or their designated suppliers or vendors, as the case may be, has been obtained, except in case where such Proprietary Information is disclosed, revealed or divulged to the receiving Party’s Representatives or subcontractors on a need-to-know basis for purposes solely related to the manufacture, assembly and packaging of the Products in accordance with this Agreement. Any Party receiving Proprietary Information shall take such steps as may be reasonably required to cause its Representative and its subcontractors to safeguard the confidentiality of such Proprietary Information, unless:

- (i) Such disclosure is required by the Applicable Laws;
- (ii) The information is or becomes part of the public domain without breach of the Transaction Documents;
- (iii) The information is lawfully in the possession of the receiving Party prior to the disclosure under the Transaction Documents and not subject to an existing agreement between the Parties;
- (iv) The information is independently developed by the receiving Party, completely apart from the disclosures under the Transaction Documents; or,
- (v) The information is received from a Third Party who lawfully acquired such information without restriction, and without breach of the Transaction Documents by the receiving Party, except for the information that is received from a Third Party for or on behalf of the disclosing Party.

24.3 Each Party shall be responsible for breach of the above confidentiality undertaking by it or its Representatives and undertakes to indemnify and hold harmless, the other Party and its Related Parties and their designated suppliers and vendors against all actions, proceedings, costs, claims, demands, liabilities, losses or expenses (including legal expenses) arising from such breach.

25. DISPUTE RESOLUTION

25.1 Any dispute, controversy or claim arising out of or in connection with the Party Transaction Documents shall be attempted to be first resolved through discussions between the Senior Executives. If the dispute is not resolved through such discussions within a period of sixty (60) business days after a Party has served a written notice on the other Party requesting the commencement of discussions or such other period as may be agreed by the

Parties, such dispute shall be referred to the most Senior Executive of each of the Parties for resolution. If the dispute is still not resolved through discussions between the most Senior Executives of each Party after sixty (60) business days or such other period as may be agreed by the Parties, then the dispute shall be resolved and finally settled by arbitration in accordance with the substantive provisions of the (Indian) Arbitration and Conciliation Act, 1996 and the procedure shall be governed as per the SIAC Rules for the time being in force. The arbitral tribunal shall consist of three (3) arbitrators whereby each Party shall appoint one arbitrator and the presiding arbitrator will be mutually appointed by the two arbitrators so appointed. If no agreement is reached between the two (2) appointed co-arbitrators within thirty (30) days of their appointment, the presiding arbitrator shall be appointed in accordance with the SIAC Rules. Any notice or other communications that may be required to be given by either Party or the arbitrator(s) shall be in accordance with the SIAC Rules. The seat of the arbitration shall be in New Delhi. The language of the arbitral proceedings shall be English and all awards shall be in the English language. The arbitrators shall have the authority to consolidate any arbitration commenced pursuant to the Party Transaction Documents with any other arbitration(s) relating to or connected with the other Party Transaction Documents, where the arbitrations concern a common issue of fact or law such that the consolidation of proceedings will promote greater time and cost efficiency overall, and where consolidation would not materially prejudice any Party whether by undue expense, delay or otherwise.

25.2 The arbitrators shall have the right to award any relief they deem proper and consistent with the Party Transaction Documents including costs. The arbitral award shall be final and binding on the Parties.

25.3 Nothing contained in this Clause 25 shall prevent a Party from approaching a court of competent jurisdiction to obtain any interim injunctive relief, irrespective of whether the subject matter of dispute is under negotiation or pending arbitration. Subject to the provisions of this Clause 25, the Parties agree to submit to the exclusive jurisdiction of the courts of New Delhi for such purpose.

26. FORCE MAJEURE

26.1 A force majeure event shall mean any circumstance not within a Party's reasonable control and which cannot be reasonably forecasted or provided against, and which cannot be overcome by due diligence including, without limitation:

- (i) Acts of God, flood, drought, earthquake, tsunami or other natural disasters;
- (ii) Collapse of buildings, fire, explosion or accident;
- (iii) Any labour or trade dispute, strikes, industrial action or lockouts;
- (iv) Epidemic or pandemic;
- (v) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- (vi) Any law or any other legal action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; and,
- (vii) Any other acts or causes whatsoever, similar or dissimilar (hereinafter referred to as the “**Force Majeure Event**”).

26.2 If either of the Parties is prevented, hindered or delayed in or from performing any of its obligations under the Party Transaction Documents by a Force Majeure Event (hereinafter referred to as the “**Affected Party**”), subject to Clause 8 of this Agreement, the Affected Party shall not be in breach of the Party Transaction Documents or otherwise liable or responsible for any damages or in any other manner whatsoever, for any such failure or delay in the performance of such obligations. The time for performance of such obligations under the Party Transaction Documents shall be extended accordingly for the period of the continuance of such inability, provided the Affected Party shall:

- (i) As soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the nature of such cause and the expected delay in performance of the Affected Party’s obligations under any Transaction Documents;
- (ii) Continue to keep the other Party informed as to conditions;
- (iii) Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of the Affected Party’s obligations and take all reasonable steps to eliminate such cause of delay; and,
- (iv) Continue the Affected Party’s performance under all Transaction Documents with utmost diligence whenever such reason or cause is removed or ceases to exist.

26.3 The corresponding obligations of the other Party under the Party Transaction Documents will be suspended, and its time for performance of such obligations will be extended, to the same extent as those of the Affected Party.

26.4 If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than one hundred and eighty (180) days or such other period as may be agreed by the Parties, the other Party shall have the right, upon election, without any liability whatsoever, to terminate the Party Transaction Documents by a written notice to this effect to the Affected Party, ninety (90) days in advance of the effective date of such termination.

27. ASSIGNMENT

The Transaction Documents, either in whole or in part, or any of the rights and obligations hereunder, shall not be transferable or assignable, directly or indirectly, by any Party, nor shall any Party sublicense or sublet any of its rights under the Transaction Documents, nor convey, pledge, encumber or otherwise dispose of the Transaction Documents, without a prior written consent of the other Party and the party(ies) (if any) to the Transaction Documents unless otherwise expressly provided in the Transaction Documents.

28. FURTHER ACTS

Each Party shall co-operate with and extend reasonable assistance to the other Party, and execute and deliver to the other Party such instruments and documents, and take such other actions, and do such other things, as may be reasonably requested, from time to time, in order to carry out, evidence and confirm their rights, to give effect to the provisions, and the intended purpose of the Transaction Documents.

Without prejudice to the generality of the above, the Parties shall extend full support and co-operation to each other for performance of all obligations under the State Support Agreement as well as any directions that may be issued by the Governmental Authorities from time to time in relation to and in connection with the Gujarat Project.

29. SURVIVAL

Notwithstanding anything to the contrary, the provisions that are by their context or nature meant to survive the termination of this Agreement, including the provisions set forth in Clauses 18 (*Consequences of Termination*), 19 (*Indemnity*), 24 (*Confidentiality*), 25 (*Dispute Resolution*), 29 (*Survival*), 37 (*Governing Law*), 42 (*Successors and Assigns*) hereof, shall survive the termination or expiry of this Agreement.

30. COVENANTS REASONABLE

The Parties agree that, having regard to all the circumstances, the covenants contained in the Party Transaction Documents are reasonable and necessary for the protection of the Parties. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant shall apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

31. ANNOUNCEMENT

No Party shall make or permit any Person connected with it to make any announcement concerning the Party Transaction Documents or any ancillary matter relating to the arrangements between the Parties except as required by Applicable Laws or any Governmental Authority or with the prior written approval of the other Party, where such approval is not to be unreasonably withheld or delayed.

32. SEVERABILITY

The provisions contained in this Agreement shall be enforceable independent of each of the other provisions and its validity shall not be affected if any of the other provisions are invalid. If any of those provisions are void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to

make it valid, provided that such deletion/modification does not alter the commercial understanding between the Parties.

33. COSTS AND EXPENSES

Each Party shall bear its own costs and expenses in connection with the negotiation, finalization and execution of the Party Transaction Documents. Stamp duty and registration charges pertaining to the Party Transaction Documents and execution thereof shall be equally borne by the Parties. Subject to the other provisions of the Party Transaction Documents, SMG shall also bear all other costs and charges pertaining to the consummation of the transactions contemplated under the Party Transaction Documents.

34. RELATIONSHIP OF PARTIES

Notwithstanding any of the provisions of the Party Transaction Documents, the relationship between the Parties shall be that of independent contractors during the term of the Party Transaction Documents. A Party is in no way the legal representative or agent of the other Party for any purpose whatsoever and has no right or authority to assume or create, in writing or otherwise, any obligation of any kind or nature, expressed or implied, in the name of or on behalf of the other Party.

35. NOTICE

35.1 Except as otherwise provided in the Party Transaction Documents, any notice required or permitted to be given pursuant or in reference to the Party Transaction Documents, shall be in writing or in email and shall be valid and sufficient if delivered or sent by prepaid registered mail or by hand delivery or reputable international courier service, as the case may be, to the address of the party to whom it is to be sent as set out below and any notice shall be deemed to be given at the time of delivery. A facsimile notice shall be deemed to be a proper notice in writing and shall be deemed to be duly given at the time of receipt.

MSIL:

Attention: Mr/Ms. [●]

Designation: [●]

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

Email: [●]

Facsimile: +91-[●]-[●]

SMG:

Attention: Mr/Ms. [●]

Designation: [●]

Address: B-3, 1st Floor, Safal Profitaire, Prahladnagar, Ahmedabad-380015, Gujarat, India.

Email: [●]

Facsimile: +91-[●]-[●]

35.2 Either of the Parties may change its address by a notice given to the other Party in the manner set forth above. Notices given by courier service or by registered airmail as herein provided shall be considered to have been given seven (7) days after the mailing thereof.

35.3 All such notices and communication sent by Registered Post A.D. or courier shall be effective when actually delivered to and received by the other Party.

36. ENTIRE AGREEMENT

36.1 The terms and conditions contained in the Party Transaction Documents constitute the entire agreement between the Parties and shall supersede all previous communications, negotiations, agreements, arrangements and promises, either oral or written, between the Parties with respect to the subject matter hereof.

36.2 The Parties may amend, change, add or modify the Party Transaction Documents in accordance with the agreement between the Parties, provided, however, that no amendment, change, addition or modification to the Party Transaction Documents shall be binding or effective unless set forth in writing and executed by the respective duly authorized officer or representatives of each of the Parties.

37. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the India.

38. INTERPRETATION

38.1 This Agreement is in the English language only, which language shall be controlling in all respects. No translation, if any, of this Agreement into Japanese or any other language shall be of any force or effect in the interpretation of this Agreement or in a determination of the intent of either of the Parties.

38.2 This Agreement and any other instrument or document to be executed in connection herewith may be executed simultaneously in two or more counterpart originals, and each such counterpart original shall be deemed an original, but shall nevertheless together constitute but one and the same instrument.

39. WAIVER

The failure with or without intent of any Party to insist upon the performance by the other of any terms or provisions of the Transaction Documents in strict conformity with the literal requirements thereof shall not be treated or deemed to constitute a modification of any terms or provisions thereof, nor shall such failure or election be deemed to constitute a waiver of

the right of such Party at any time whatsoever thereafter to insist upon the performance by the other strictly in accordance with any terms or provisions thereof; all terms, conditions and obligations under the Transaction Documents shall remain in full force and effect at all times during the term of the Transaction Documents, except otherwise changed or modified by mutual written agreement of the Parties and other party (if any) that is a party to the relevant Transaction Documents.

40. ILLEGALITY

If any terms or provisions of the Party Transaction Documents shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such shall not affect the validity or enforceability of any other terms or provisions unless the terms and provisions declared illegal shall be one expressly defined as a condition precedent or as of the essence of this Agreement, or comprise an integral part of, or inseparable from the remainder of the Party Transaction Documents.

41. THIRD PARTY BENEFIT

Nothing contained in the Party Transaction Documents expressed or implied is intended, nor shall they be construed to confer upon or give to any Third Party any right, remedy or claim, under or by reason of the Party Transaction Documents or any part hereof unless otherwise expressly provided in them.

42. SUCCESSORS AND ASSIGNS

The provisions of the Party Transaction Documents shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party or death of individuals) and permitted assignees and lawful attorneys.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives duly hereinto authorized, intending to be legally bound hereby, as of the day and year first above written.

MARUTI SUZUKI INDIA LIMITED

SUZUKI MOTOR GUJARAT PRIVATE LIMITED

SCHEDULE [•]

Lease Deed