LETTER OF OFFER

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

This Letter of Offer is sent to you as an Equity Shareholder of Automotive Stampings and Assemblies Limited. If you require any clarifications about the action to be taken, you may consult your stock broker or investment consultant or Manager to the Offer / Registrar to the Offer. In case you have recently sold your Shares in the Company, please hand over this Letter of Offer and the accompanying Form of Acceptance-cum-Acknowledgement [which includes Form of Withdrawal] and transfer deed to the purchaser of Shares or the member of the stock exchange through whom the said sale was effected.

CASH OFFER

BY

Gestamp Servicios, S.L. ["Gestamp" or "the Acquirer"]

Regd Office: 16, Alfonso XII Street, Zip Code 28014, Madrid, SPAIN
Tel: 00 34 91 379 19 99; Fax: 00 34 91 379 19 98

to acquire

upto 19,02,261 fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each, representing 18.65% of the voting paid up equity share capital, at a price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per fully paid up equity share **("Offer Price")** payable in cash of

ASAL

AUTOMOTIVE STAMPINGS AND ASSEMBLIES LIMITED
["the Company" / "ASAL"]

Regd Office: G - 71/2, M.I.D.C. Industrial Area, Bhosari, Pune 411 026
Maharashtra, India, Tel: 91 20 2712 1677; Fax: 91 20 2712 3147

Notes:

1. This Offer is being made pursuant to regulation 10 and 12 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and subsequent amendments thereto ["**SEBI Takeover Regulations**"] for the purpose of substantial acquisition of Shares and voting rights of the Company accompanied with change in control and management of the Company.
2. Pursuant to press note no. 4 (2006 Series) dated February 10, 2006 issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, (a) transfer of shares from residents to non-residents in compliance of SEBI Takeover Regulations and (b) acquisition of shares in an existing company and falling under the automatic route, does not require a specific approval from FIPB, provided that the transfer of shares is within the sectoral FDI limits as specified therein. As per regulation 5(1) of notification no. FEMA 20 / 2000 – RB dated May 3, 2000 issued by RBI, FDI is permitted up to 100% in the Company under the automatic route.
3. Pursuant to the receipt of approval for opening of domestic escrow account from RBI vide its letter dated March 20, 2007, the Acquirer has transferred the funds from overseas escrow account to the domestic escrow account. For more details, please refer para 6.2 of this Letter of Offer. The Acquirer made an application to RBI on February 21, 2007 for transfer of Shares from eligible public Shareholders in favour of the Acquirer. RBI, vide their letter dated March 20, 2007 granted approval to the Acquirer to acquire upto 38,24,453 shares of ASAL i.e. upto 19,02,261 shares through open offer [except from Overseas Corporate Bodies (OCBs)] and the balance from Tata Autocomp Systems Ltd.
4. The Shareholders who have accepted the Offer by tendering the requisite documents in terms of the PA/ Letter of Offer can withdraw the same up to three working days prior to the date of the closure of the Offer i.e. up to Wednesday – July 18, 2007.
5. The Acquirer is permitted to revise the Offer Price upwards any time up to seven working days prior to the date of closure of the Offer i.e. up to Thursday – July 12, 2007. If there is an upward revision of the Offer Price in terms of regulation 26, the same would be informed by way of a PA in the same newspapers where the original PA has appeared as mentioned in para no. 2.2.6 of this Letter of Offer. Such revised Offer Price would be payable by the Acquirer for all the Shares tendered anytime during the Offer.
6. This Offer is not conditional upon any minimum level of acceptances.
7. **There has been no competitive bid.**
8. **As the Offer Price cannot be revised during seven working days prior to the closing date of the Offer, it would be in the interest of the Shareholders to wait till the commencement of that period to know the final Offer Price and tender their acceptance accordingly.**
9. The Form of Acceptance cum Acknowledgement together with the Form of Withdrawal is enclosed with this Letter of Offer.
10. A copy of the PA and Letter of Offer (including Form of Acceptance-cum-Acknowledgement which includes Form of Withdrawal) are also available on SEBI's website at www.sebi.gov.in from the date of opening of the Offer i.e., Wednesday – July 4, 2007.

MANAGER TO THE OFFER	REGISTRAR TO THE OFFER
YES BANK EXPERIENCE OUR EXPERTISE **YES BANK Limited** 12th Floor, Discovery of India Building Nehru Centre, Dr. Annie Besant Road Worli, Mumbai 400018 Tel No: 91 22 6669 9000, Fax No: 91 22 2497 4158 Email ID: merchantbanking@yesbank.in SEBI Reg No: MB / INM 0000 10874 Contact : Dhanraj Uchil / Ajay Shete	MCPL **Mondkar Computers Private Limited** 21, Shakil Niwas, Opp: Satya Sai Baba Temple Mahakali Caves Road Andheri East, Mumbai 400093 Tel: 022 2825 7641 / 2836 6620 Fax: 022 2826 2920 Email: info@mondkarcomputers.com SEBI Registration No: INR 000000 114 Contact: Ashok Gupta

Offer Opens : Wednesday – July 4, 2007	**Offer Closes :** Monday – July 23, 2007

Schedule of the Activities

Activities	Schedule as per PA	Revised Schedule
PA date	Thursday – February 15, 2007	Thursday – February 15, 2007
Specified Date *	Monday – February 19, 2007	Monday – February 19, 2007
Last date for Competitive Bid	Thursday – March 8, 2007	Thursday – March 8, 2007
Last date by which Letter of Offer will be posted to the Shareholders	Friday – March 30, 2007	Friday – June 29, 2007
Date of opening of the Offer	Wednesday – April 11, 2007	Wednesday – July 4, 2007
Last date for revising the Offer Price	Thursday – April 19, 2007	Thursday – July 12, 2007
Last date up to which Shareholders may withdraw acceptance of the Offer	Wednesday – April 25, 2007	Wednesday – July 18, 2007
Date of closure of the Offer	Monday – April 30, 2007	Monday – July 23, 2007
Date for communicating acceptance/ rejection under the Offer and payment of consideration for applications accepted and / or return of Shares / Share certificates for applications rejected	Tuesday – May 15, 2007	Tuesday – August 7, 2007

* Specified Date is only for the purpose of determining the names of Shareholders of the Company as on such date to whom the Letter of Offer is sent.

Risk factors (a) relating to the transaction, (b) relating to the Offer and (c) involved in associating with the Acquirer and likely adverse effect of these risk factors on the Shareholders

1. The Acquirer made an application to RBI on February 21, 2007 for transfer of Shares from eligible public Shareholders in favour of the Acquirer. RBI, vide their letter dated March 20, 2007 granted approval to the Acquirer to acquire upto 38,24,453 shares of ASAL i.e. upto 19,02,261 shares through open offer [except from Overseas Corporate Bodies (OCBs)] and the balance from Tata Autocomp Systems Ltd. Overseas Corporate Bodies [OCBs] are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.
2. In the event that either (a) there is any litigation leading to a stay on the Offer or (b) SEBI instructing the Acquirer not to proceed with the Offer, then the Offer process may be delayed beyond the schedule of activities indicated in this Letter of Offer. Consequently, the payment of consideration to the Shareholders of ASAL whose Shares are accepted under this Offer as well as the return of Shares not accepted under this Offer by the Acquirer may get delayed. In case of delay, due to non-receipt of statutory approval(s), as per regulation 22(12) of the SEBI Takeover Regulations, SEBI, may, if satisfied, that non-receipt of approvals was not due to any willful default or negligence on the part of the Acquirer, grant an extension for the purpose of completion of the Offer subject to the Acquirer agreeing to pay interest to the Shareholders.
3. Further, the Shareholders should note that after the last date of withdrawal i.e. Wednesday – July 18, 2007, the Shareholders who have lodged their acceptances would not be able to withdraw them even if the acceptance of Shares under the Offer and dispatch of consideration gets delayed. The tendered Shares and documents would be held by the Registrar to the Offer, till such time as the process of acceptance of tenders, the payment of consideration and other Offer obligations are completed.
4. The Shares tendered in the Offer will be held in trust by the Registrar to the Offer till the completion of the Offer formalities and the Shareholders will not be able to trade such Shares. During such period there may be fluctuations in the market price of the Shares. The Acquirer makes no assurance with respect to the market price of the Shares both during the Offer period and after completion of the Offer and disclaims any responsibility with respect to any decision by the Shareholders on whether or not to participate in the Offer.
5. The Acquirer makes no assurance with respect to the future financial performance of ASAL.
6. As only 19,02,261 equity shares are held by the general public, Offer is being made to acquire entire 19,02,261 equity shares representing 18.65% of the paid up equity share capital of ASAL.

The indicative risk factors set forth above are in relation to the Offer and not in relation to the present or future business or operations of ASAL or any other related matters, and are neither exhaustive nor intended to constitute a complete analysis of the risks involved in participation or otherwise by a Shareholder in the Offer or in associating with the Acquirer. The Shareholders of ASAL are advised to consult their stock broker or investment consultant or tax advisor, if any, for further risks with respect to their participation in the Offer.

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Form of Acceptance cum Acknowledgment, with Withdrawal Form, is enclosed.

DEFINITIONS

The Acquirer / Gestamp	Gestamp Servicios, S.L.
Board / Board of Directors / Directors	Board of Directors of ASAL
BSE	Bombay Stock Exchange Limited
CDSL	Central Depository Services India Limited
DP	Depository Participant
Depositories	NSDL and CDSL
DSE	Delhi Stock Exchange Association Limited
EPS	Earnings Per Share
FDI	Foreign Direct Investment
FIIs	Foreign Institutional Investors
FIPB/SIA	Foreign Investment Promotion Board / Secretariat of Industrial Assistance
GOI	Government of India
LOF	Letter of Offer
Manager to the Offer/ YES Bank	YES Bank Limited
NRI	Non Resident Indian
NSDL	National Securities Depository Limited
NSE	The National Stock Exchange of India Limited
OCB	Overseas Corporate Body
Offer	Offer to acquire upto 19,02,261 Shares representing 18.65% of the voting paid up equity share capital of ASAL
Offer Price	Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per fully paid up equity share
PAT	Profit After Tax
Persons eligible to participate in the Offer	All owners (registered and unregistered) of Shares of ASAL except (a) the Acquirer and (b) the Seller
Promoters	Promoters of ASAL i.e. Tata Auto Comp Systems Limited and Tata Industries Limited
Public Announcement/ PA	PA for the Offer released on behalf of the Acquirer on February 15, 2007
Registrar / Registrar to the Offer	Mondkar Computers Private Limited
Regulations/ Takeover Regulations/ SEBI Takeover Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and subsequent amendments thereto
RBI	Reserve Bank of India
RONW	Return on Net Worth
SEBI	Securities and Exchange Board of India
SEBI Act	Securities and Exchange Board of India Act, 1992
Seller	TACO
Shares	Fully paid up equity shares of Rs. 10/- (Rupees Ten only) each of ASAL
Shareholders / Equity Shareholders	All owners (registered or un registered) of Shares
Stock Exchanges	BSE and NSE where the Shares are presently listed
Share Purchase Agreement / SPA	Share Purchase Agreement dated February 13, 2007 entered into between the Acquirer and the Seller
TACO	Tata AutoComp Systems Limited
Target Company/ The Company/ ASAL	Automotive Stampings and Assemblies Limited
TIL	Tata Industries Limited

1 DISCLAIMER CLAUSE

"IT IS TO BE DISTINCTLY UNDERSTOOD THAT THE FILING OF THE DRAFT LETTER OF OFFER WITH SEBI SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED, VETTED OR APPROVED BY SEBI. THE DRAFT LETTER OF OFFER HAS BEEN SUBMITTED TO SEBI FOR A LIMITED PURPOSE OF OVERSEEING WHETHER THE DISCLOSURES CONTAINED THEREIN ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE THE SHAREHOLDERS OF ASAL TO TAKE AN INFORMED DECISION WITH REGARD TO THE OFFER. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR FINANCIAL SOUNDNESS OF THE ACQUIRER, OR THE COMPANY WHOSE SHARES ARE PROPOSED TO BE ACQUIRED OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE DRAFT LETTER OF OFFER. IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE ACQUIRER IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THIS DRAFT LETTER OF OFFER, THE MANAGER TO THE OFFER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE ACQUIRER DULY DISCHARGES ITS RESPONSIBILITY ADEQUATELY. IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE MANAGER TO THE OFFER, YES BANK LIMITED HAS SUBMITTED A DUE DILIGENCE CERTIFICATE DATED MARCH 1, 2007 TO SEBI IN ACCORDANCE WITH THE SEBI TAKEOVER REGULATIONS. THE FILING OF THE DRAFT LETTER OF OFFER DOES NOT, HOWEVER, ABSOLVE THE ACQUIRER FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE OFFER."

2 DETAILS OF THE OFFER

2.1 Background of the Offer

2.1.1 This Offer is being made pursuant to regulations 10 and 12 of the SEBI Takeover Regulations for the purpose of substantial acquisition of Shares and voting rights of the Company. The Acquirer will be in control of the management of the Company along with the Promoters.

2.1.2 Gestamp entered into a SPA dated February 13, 2007 with one of the promoters of ASAL viz. TACO, a Tata group company wherein Gestamp agreed to acquire equity shares, being (i) 38,24,453 equity shares held by the Seller, representing 37.50% of the total issued, subscribed and paid-up equity share capital of ASAL, ***Less*** (ii) equity shares as have been tendered by the public shareholders in response to, and have been acquired by Gestamp under the Offer in terms of the provisions of the Takeover Regulations, at a negotiated price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per share. Gestamp and TACO, inter se, shall eventually have 50:50 equity stake in ASAL. Gestamp, currently, does not hold any equity shares in ASAL.

Details of the Seller are as follows:

Tata AutoComp Systems Limited
TACO House, V.G. Damle Path,
Off Law College Road, Pune 411 004
Telephone No. 91 020 66085000
Fax No. 91 020 66085034

2.1.3 In accordance with the terms of SPA, on the Closing Date (as defined therein), which is the date of completion of the conditions precedent under the SPA, including completion of this Offer, Gestamp shall purchase from TACO and pay the Negotiated Price of Rs. 94.96 per share (as defined therein) in the manner contained and set out in the SPA and TACO shall sell to Gestamp, as legal and beneficial owner, the Sale Shares (as defined therein) together with all rights, title and interest therein, free from all encumbrances on and from the Closing Date. The Negotiated Price of Rs. 94.96 per Sale Share shall be paid by Gestamp by way of wire transfer to the bank account nominated by the Seller or by way of a banker's draft drawn in favour of the Seller. No other monetary consideration, whether by way of any non-compete fees or otherwise, is payable by the Acquirer to TACO for the acquisition of the Sale Shares.

2.1.4 SPA governs the rights and obligations, inter-se, of each of parties to the SPA. Some of the critical clauses in the SPA are :

a) On and subject to the terms and conditions contained in the SPA, the Acquirer agrees to purchase from the Seller and the Seller agrees to sell to the Acquirer, the Sale Shares, at a price **("Purchase Consideration")** arrived at by multiplying the Share Price i.e. Rs. 94.96 per share with the Sale Shares, free from all claims and Encumbrances and with all rights and benefits appertaining to the Sale Shares and all dividends declared, if any, in respect of the Sale Shares from the Effective Date.

b) The Parties hereby agree and understand that the sale and purchase of Sale Shares is subject to the provisions of SEBI Takeover Regulations and if the Open Offer is not successfully completed in accordance with the SEBI Takeover Regulations or if provisions of the SEBI Takeover Regulations are not complied with, the Parties shall not act upon this Agreement and consequently the transaction of sale and purchase of Sale Shares shall not take place.

c) Closing of the transaction contemplated in the SPA shall take place at Mumbai or such other location as may be agreed by the Parties at a time to be mutually agreed to between the Parties, within 1 (one) Business Day upon the fulfillment of all the Conditions Precedent to the satisfaction of the Acquirer/Seller, as the case may be or waiver in writing by the Acquirer/Seller, as the case may be. The Parties shall proceed to complete the transfer of the Sale Shares to the Acquirer in the manner provided in the SPA.

d) The Parties hereby agree that, if practicable, the transaction of sale and purchase of Sale Shares shall take place on the floor of a recognised stock exchange on the Closing Date by way of a bulk deal or block deal.

e) Immediately after the Closing Date, the Parties shall ensure that ASAL shall record the necessary entries in its registers, and carry out all the actions that have been resolved to be carried out in order to effectively achieve the Closing**.**

f) The Parties shall ensure that the relevant forms of ASAL are filed with the concerned regulatory authorities, including the Registrar of Companies and the stock exchange(s), in accordance with the provisions of the applicable laws.

g) The Parties shall make all filings necessary and required under the various regulations and guidelines issued by SEBI.

Simultaneously with the signing of SPA,

(1) a memorandum of understanding was executed on February 13, 2007 by and among TACO, Gestamp and Gestamp Automocion, S. L., a corporation registered under the laws of Spain, with its principal office at Polígono Industrial de Lebario, Abadiano, 48220 Vizcaya, Spain [hereinafter referred to as **"GESTAMP Automocion"]** wherein the parties to the memorandum of understanding, inter alia, intended to facilitate the acquisition of equity stake in ASAL by Gestamp and technology support by Gestamp Automocion to ASAL including introduction of new technologies such as hot stampings, tailor welded blanks, hydro forming, roll forming, steel service centre and blanking activities; and

(2) a memorandum of understanding was executed on February 13, 2007 by and between Gestamp Automocion and TACO for addressing the requirements of Volkswagen for sheet metal stamping business for the Indian market by way of creation of separate joint venture company wherein Gestamp Automocion and TACO will have 50:50 equity stake. The creation of the joint venture company is subject to completion and mutual acceptance of the joint feasibility study by the board of directors of the respective Parties.

In addition, TACO and Gestamp Automocion are discussing the possibility of establishing a separate joint venture company for design, development and manufacture of stamping dies and fixtures business, essentially for exporting to Gestamp Automocion, wherein TACO and Gestamp Automocion will have 50:50 equity stake.

Change in control of ASAL is taking place pursuant to SPA and Gestamp proposes to nominate Mr. Francisco J. Riberas Mera and Mr. Juan M. Riberas Mera as their representatives on the board of ASAL upon completion of open offer formalities. The Acquirer will be in control of the management of the Company along with the Promoters.

2.1.5 The Acquirer, the Seller and the Company have not been prohibited by SEBI from dealing in securities in terms of directions issued under section 11B of SEBI Act or under any of the regulations made under the SEBI Act.

2.2 Details of the proposed Offer

2.2.1 As the aggregate equity stake of Gestamp in the paid up equity share capital of ASAL, after the transfer of shares covered in the SPA will be more than the stipulated threshold of 15%, in compliance with regulations 10 and 12 of the Takeover Regulations, Gestamp made a PA to acquire upto 19,02,261 equity shares of Rs. 10/- (Rupees Ten only) each, representing 18.65% of the issued, subscribed and paid-up equity share capital of ASAL, from the public shareholders of ASAL, at a price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per share payable in cash subject to the terms and conditions mentioned hereinafter. The equity shares that would be tendered in the valid form in terms of this Offer will be transferred in favour of Gestamp. This is not a competitive bid.

2.2.2 As on February 15, 2007, the Promoters together held 82,96,280 equity shares [TACO held 82,96,180 equity shares and TIL held 100 equity shares] representing 81.35% of the total issued, subscribed and paid-up equity share capital of ASAL whereas the balance 19,02,261 equity shares representing 18.65% is held by the general public. As only 19,02,261 equity shares are held by the general public, Offer is being made to acquire entire 19,02,261 equity shares representing 18.65% of the paid up equity share capital of ASAL. This is in compliance with regulation 21(5) of Takeover Regulations which provides that for the purpose of determining minimum public offer, voting rights as at the expiration of 15 days after the closure of the proposed public offer shall be reckoned. Further, there are no partly paid up equity shares in the books of ASAL.

2.2.3 The Offer is not conditional on any minimum level of acceptance and the Acquirer will be obliged to acquire all the Shares tendered in response to the Offer, subject to a maximum of 19,02,261 Shares that are tendered in the valid form in terms of this Offer subject to the terms and conditions mentioned in the PA and this Letter of Offer.

2.2.4 The Acquirer may purchase additional shares of ASAL from the open market or through negotiation or otherwise, after the date of the PA in accordance with regulation 20(7) of Takeover Regulations and the details of such acquisition, if any, will be disclosed by the Acquirer within 24 hours of such acquisition to the Stock Exchanges where the equity shares of ASAL are listed and to the Manager to the Offer in terms of regulation 22(17) of the Takeover Regulations.

2.2.5 There are no partly paid up Shares in the books of ASAL.

2.2.6 The PA was published in the newspapers in terms of regulation 15(1) of SEBI Takeover Regulations on February 15, 2007 and the details of the same are as follows:

Language	Name of Newspaper	Editions
English	Financial Express	All editions
Hindi	Jansatta	All editions
Marathi	Navashakti	Mumbai *
Marathi	Loksatta	Pune * *

* Shares of ASAL are most frequently traded in Mumbai.

* * Registered Office of ASAL is situated at Pune.

A copy of the PA is also available on SEBI web site at www.sebi.gov.in

2.2.7 In case of any upward revision in the Offer Price by the Acquirer at any time up to seven working days prior to the date of closure of the Offer i.e. Thursday – July 12, 2007 the same would be announced in the above mentioned newspapers and the revised Offer Price would be payable by the Acquirer for all Shares tendered at anytime during the Offer and accepted under the Offer.

2.2.8 The Acquirer does not hold any Shares in ASAL as on the date of this Letter of Offer.

Further, the Acquirer has not acquired, directly or through any person, any Shares in ASAL after the date of the PA or during the twelve months preceding the date of the PA.

2.2.9 The Acquirer has not acquired any Shares in ASAL during the twenty six weeks period prior to the PA by way of preferential allotment, rights issue, public issue or otherwise, except through SPA.

2.2.10 The Acquirer does not hold any Shares or securities convertible into Shares of ASAL as on the date of the PA other than as mentioned above, and have not acquired any Shares of ASAL from the date of PA till the date of this Letter of Offer.

2.2.11 The Shares acquired by the Acquirer, pursuant to this Offer, will be free from all liens, charges and encumbrances and together with all rights attached thereto, including the right to all dividends, bonus and rights declared hereafter.

2.2.12 There has been no competitive bid.

2.2.13 As the Offer Price can not be revised during seven working days prior to the date of closure of this Offer, it would, therefore, be in the interest of Shareholders to wait till the commencement of that period to know the final Offer Price and tender their acceptance accordingly.

2.2.14 This Offer is being made to all Shareholders of ASAL except the parties to the SPA.

2.2.15 As on the date of this Letter of Offer there are no representatives of the Acquirer on the Board of ASAL. However, Gestamp proposes to appoint two representatives on the Board of Directors of ASAL after the successful completion of the Offer. Eventually, once Acquirer and TACO, inter se, acquires equal shareholding in ASAL, the Acquirer and TACO each shall nominate 3 directors on the Board of ASAL.

2.3 Reasons for the acquisition, rationale/ object of the Offer and future plans

2.3.1 As the aggregate equity stake of Gestamp in the paid up equity share capital of ASAL, after the transfer of shares covered in the SPA will be more than the stipulated threshold of 15%, in compliance with regulations 10 and 12 of the Takeover Regulations, Gestamp made a public announcement of the Offer to acquire upto 19,02,261 equity shares of Rs. 10/- (Rupees Ten only) each, representing 18.65% of the issued, subscribed and paid-up equity share capital of ASAL, from the public shareholders of ASAL, at a price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per share payable in cash subject to the terms and conditions mentioned hereinafter. The Shares that would be tendered in the valid form in terms of this Offer will be transferred in favour of Gestamp.

2.3.2 This Offer is being made pursuant to regulations 10 and 12 of the SEBI Takeover Regulations for the purpose of substantial acquisition of Shares and voting rights of the Company.

2.3.3 Post acquisition of Shares in ASAL, the Acquirer will be in control of the management of the Company along with the Promoters.

2.3.4 Gestamp does not currently have any plans to dispose of or otherwise encumber any assets of ASAL in the two years from the date of the closure of this Offer except in the ordinary course of business. Gestamp undertakes not to sell, dispose of or otherwise encumber any substantial asset of ASAL except with the prior approval of the shareholders.

2.3.5 The reason for this acquisition is the geographical diversification and the diversification in customers. The concentration of activities could be a factor of risk. With this acquisition and going on with the business of ASAL, Gestamp has plans to have operations in India and business with TATA group, increasing in this way its diversification. The idea of Gestamp is going on with the current businesses of ASAL and supporting in the projects that are in the future plans of ASAL.

2.3.6 Gestamp and TACO would jointly take appropriate decisions in the aforesaid matters, as per the requirements of business and in line with opportunities or changes in the economic scenario, from time to time.

3. BACKGROUND OF THE ACQUIRER

This Offer is being made by Gestamp. No person / individual / entity is acting in concert with Gestamp for the purpose of this Offer.

3.1 Gestamp was incorporated as a limited liability company on March 5, 1999 under Notary Deed number 902/1999, duly registered at the Commercial Register of Madrid placed in 44 Paseo de la Castellana, 28046 Madrid [Registration data: Volume 13.994, Folio 73, 8th Section, Page M-229.454, 1st Inscription]. Gestamp is not listed on any Stock Exchange.

3.2 Gestamp has its registered office and corporate office at 16, Alfonso XII Street, Zip Code 28014, Madrid, Spain, Tel: 00 34 91 379 19 99; Fax: 00 34 91 379 19 98; Web Site: www.gestamp.com. Since its inception in 1999, the main object of Gestamp is promotion of companies by means of equity participation in them. Gestamp provides support to companies it has equity stake in and helps in commercialization of metallurgic products.

3.3 Gestamp was promoted by Gestamp Automocion with 99.99% equity participation and Gestamp Toledo with 0.01% equity participation. The shareholding pattern of Gestamp is as follows:

Shareholders	No. of shares	Percentage
Promoters		
Gestamp Automoción, S.L.	1,66,612	99.99%
Gestamp Toledo, S.L.	1	0.01%
FII/ Mutual Funds/ FIs/ Banks	Nil	Nil
Public	Nil	Nil
Total	**1,66,613**	**100.00**

3.4 The objects of Gestamp include promotion of companies by means of the participation in their equity, provision of services directly to its participated companies and commercialization of metallurgic products. Gestamp belongs to Gestamp Automocion, an important group supplying stamping and assembly products for the automotive sector.

3.5 The main activity of Gestamp is the participation in stamping and assembly metallurgic companies which manufacture metallic parts for the automotive sector such as (a) cold stamping parts i.e. doors, hoods, reinforcements, underbody components, (b) hot stamping parts i.e. pillars, reinforcements, bumpers, (c) laser welding blanks and (d) assembly modules joining the stamping parts and other components i.e. door module, pedal boxes, underbody. Further, Gestamp also provides technical support and others services such as legal and finance advice and the commercialization of metallurgic products etc. to its participated companies.

3.6 Gestamp has gained experience through its participation in companies in different countries such as Spain, Mexico, France, Sweden, US and Brazil. Since beginning, Gestamp has been working in Spain in projects for important automakers such as Mercedes, Volkswagen and PSA. These projects include from small stamping to large stamping, from reinforcements to bodysides etc. These projects commonly include assemblies and welding activities before departure of the product to the customer. Through several operations in México, France, Sweden, US and Brazil, Gestamp has increased its international experience and has included in its business, new technologies like hot stamping, through the participation in a Swedish company with 20 years experience in this technology.

3.7 There has been no name change of the Acquirer since incorporation and there were no mergers, de-mergers and/or spin-offs involving Gestamp during the last three years. There are no major contingent liabilities since inception. There are no pending litigation matters.

3.8 The details of board of directors of Gestamp, as on the date of PA, are as under:

Name	Designation	Date of Appointment	Residential Address
Mr. Francisco Riberas Pampliega	Chairman	March 5, 1999	Prolongación de Embajadores s/n, 28045 Madrid, Spain
Mr. Francisco José Riberas Mera	Managing Director	March 5, 1999	16 Alfonso XII st., 28014 Madrid, Spain
Mr. Juan María Riberas Mera	Secretary to the Board	March 5, 1999	Prolongación de Embajadores s/n, 28045 Madrid, Spain

Presently, above are in control of Gestamp.

Qualification and experience details of the directors are as follows:

Mr. Francisco Riberas Pampliega was born in Burgos (Spain) on the 21st of January, 1932. In 1958, he promoted a company called Gonvarri Industrial and held the Managing Director's position therein. Currently, he also holds the position of Managing Director in the holding company Corporación Gestamp, and is a member of the Board of Directors of Gestamp Automocion, Inmobiliaria Acek, and of many other companies in which Corporación Gestamp has equity participation.

Mr. Francisco José Riberas Mera was born in Madrid on the 1st day of June, 1964. He obtained Law and Business Administration degrees from the University of Pontificia de Comillas in Madrid, ICADE College. In 1989, he started his professional career in the Gonvarri Group, within the management control area. Later, he assumed the functions of Corporate Development Manager and, finally, became Managing Director. In 1997, he promoted Gestamp Automoción, assuming the Managing Director's position therein. In 1998, as a result of the privatization process of Aceralia Corporación Siderúrgica, he was inducted into its Board of Directors, where he remained until the integration of this company in the Arcelor Group. At present, Mr. Francisco José Riberas Mera also holds the position of Managing Director in the holding company Corporación Gestamp, is also the Chairman of investing group INSSECC, and is a member of the Board of Directors of Gonvarri Industrial, CIE Automotive, Inmobiliaria Acek, and many other companies in which Corporación Gestamp has participating interests.

Mr. Juan Maria Riberas Mera was born in Madrid on the 6th day of October, 1968. He obtained Law and Business Administration degrees from the University of Pontificia de Comillas in Madrid, ICADE College. In 1992, he started his professional career in the Gonvarri Group, within the commercial area. Later on, he assumed the functions of director and, finally, became Managing Director. At present, he also holds the position of Managing Director in the holding company Corporación Gestamp, and is member of the Board of Directors of Gestamp Automocion, Inmobiliaria Acek, and of many other companies in which Corporación Gestamp has participating interests.

None of the aforementioned directors of Gestamp are on the board of ASAL. However, Gestamp proposes to appoint two representatives on the Board of Directors of ASAL after the successful completion of the Offer.Eventually, once Acquirer and TACO, inter se, acquires equal shareholding in ASAL, Acquirer and TACO each shall nominate 3 directors on the Board of ASAL.

3.9 None of the aforesaid directors of Gestamp have acquired any Shares of the Target Company during the twelve months preceding the date of the PA or after the date of the PA.

3.10 The audited financials of Gestamp for the last three years and unaudited financial statements for the period ended October 31, 2006 as certified by the Statutory Auditors are as follows:

Rs. in Lakhs

Profit & Loss a/c Statement	October 31, 2006	December 31, 2005	December 31, 2004	December 31, 2003
Income from Operations	162,171	146,486	140,109	145,871
Other Income	67	4	79	36
Total Income	162,238	146,490	140,188	145,907
Total Expenditure	(154,583)	(143,236)	(134,279)	(142,702)
Profit Before Depreciation Interest and Tax	7,655	3,253	5,909	3,205
Depreciation	(476)	(758)	(817)	(774)
Interest (Net)	(2,051)	1,386	(2,237)	(294)
Extraordinary Item	(1,634)	(3,766)	(380)	(3,808)
Profit Before Tax	3,494	115	2,474	(1,671)
Provision for Tax	(683)	(141)	(96)	–
Profit/ (Loss) After Tax	2,812	(26)	2,379	(1,671)

Balance Sheet Statement	October 31, 2006	December 31, 2005	December 31, 2004	December 31, 2003
Sources of Funds				
Paid-up Share Capital	574	537	598	574
Reserves and Surplus	5,628	(16,760)	(19,248)	(1,860)
Net Worth	6,202	(16,223)	(18,650)	(1,286)
Secured Loans	27,489	17,051	25,784	19,601
Unsecured Loans	104,117	98,187	72,178	47,969
Total	**137,808**	**99,015**	**79,312**	**67,569**
Uses of funds				
Net Fixed assets	2,182	1,239	1,936	4,640
Investments	70,592	29,105	31,395	14,473
Net Current assets	65,034	68,671	45,981	48,457
Total	137,808	**99,015**	**79,312**	**67,569**
Other financial data				
Dividend	**0%**	**0%**	**0%**	**0%**
Earning per share	**1,687.5**	**-15.6**	**1,427.9**	**-1,002.9**
Return on Networth	**45.33%**	**0.16%**	**-12.76%**	**129.94%**
Book value per share	**3,722.5**	**(9,736.9)**	**(11,193.6)**	**(771.8)**

Contingent Liabilities: There were no material foreseeable contingent liabilities as on December 31, 2005 and October 31, 2006.

Reasons for fall / rise in Income / PAT

1. Reasons for rise in total income for the period ended October 31, 2006 over December 31, 2005 – (a) Gestamp Servicios centralizes invoicing to the customers viz PSA Group, Iveco and Renault trucks. Since sales to these customers have increased in the referred period, invoicing has also increased and therefore, total income, (b) Increase of amounts received due to Commercial Agency activities and (c) Increase of amounts received due to management services.

2. Reasons for rise in Profit After Tax for the period ended December 31, 2004 over December 31, 2003 - Mayor difference was due to the absence of any significant decline in value of participated entities in 2004. Specifically, in 2003 Gestamp Servicios registered a significant loss due to the decline in value of its Mexican subsidiaries which responded to the depreciation of the Mexican currency (peso) versus the Euro. Such foreign exchange loss is to be registered in accordance to the Spanish GAAP.

3. Reasons for fall in Profit After Tax for the period ended December 31, 2005 over December 31, 2004 - In the referred period production of vehicles decreased 18% in Spain and, therefore, Gestamp Servicios activities were affected by this adverse market situation. It was more a general decline than a specific issue.

4. Reasons for rise in Profit After Tax for the period ended October 31, 2006 over December 31, 2005 - Due to increase of income derived from commercial and management services, consistent with (a) Increase of amounts received due to Commercial Agency activities and (b) Increase of amounts received due to management services. Gestamp Servicios centralizes invoicing to the customers viz PSA Group, Iveco and Renault trucks. Since sales to these customers have increased in the referred period, invoicing has also increased and therefore, total income. This contributes income but not significant margin since it is merely re-invoicing.

   Above amounts have been converted at a conversion rate [as per RBI web site] of 1 Euro = Rs. 57.2400 as on October 31, 2006 and 1 Euro = Rs. 53.5312 as on December 31, 2005 and 1 Euro = Rs. 59.6652 as on December 31, 2004 and 1 Euro = Rs. 57.2599 as on December 31, 2003. The exchange rate as on December 30, 2005 has been taken for conversion as December 31, 2005 was a Saturday. Since Gestamp is an unlisted company, the PE multiple cannot be computed.

3.11 Gestamp did not hold any Shares in the equity share capital of ASAL prior to the date of the PA and as of the date of this Letter of Offer, Gestamp does not hold any Shares in ASAL. Therefore, the provisions of Chapter II of SEBI Takeover Regulations are not applicable.

3.12 Upon execution of SPA dated February 13, 2007, PA was made for the Offer on February 15, 2007. The contents of the PA completely cover each and every detail specified in the proforma of the disclosure to be made in the PA as required in terms of the SEBI Takeover Regulations. The PA has also been sent not only to every stock exchange where the shares are listed, but also to ASAL as per the requirements of regulation 15(2).

3.13 Details of companies promoted by Gestamp:

Name	Date of Incorporation	Nature of Business	Share-holders Capital (Rs. in Lakhs)	Total Income (Rs. in Lakhs)	Profit After Tax (PAT) (Rs. in Lakhs)	Earnings Per Share (EPS) (Rs.)	Net Asset Value (NAV) (Rs. in Lakhs)	Sick Industrial Company (Y/N)
Gestamp Servicios Administrativos, SA	3-Jan-05	To provide administrative services to Brazilian companies of the Gestamp Group	68	Non active Co	Non active Co	Non active Co	Non active Co	Services
Gestamp Cartera de México, SA de CV	8-Mar-04	Promotion, arrangement and participation of affiliate companies	27,737	719	723	13	27,737	Services
Gestamp Mexicana de Servicios Laborales, SA de CV	25-Nov-03	to provide administrative and personnel services to other companies	23	554	16	32	23	Services
Gestamp Puebla, SA de CV	28-Apr-03	Production of automotive components	18,140	13,010	785	19	18,140	Manufacturing industry
Mexicana de Servicios Laborales, SA de CV	14-Dec-01	to provide administrative and personnel services to other companies	2	344	11	23	55	Services
Gestamp México, SA de CV	12-Mar-01	Involved in cutting, stamping and assembly of automotive bodyworks	9,355	6,499	(93)	(5)	9,355	Manufacturing industry

Disclosure in terms of Regulation 16(ix) of Takeover Regulations and future plans / strategies of the acquirer with regard to ASAL:

Gestamp does not currently have any plans to dispose of or otherwise encumber any assets of ASAL in the two years from the date of the closure of this Offer except in the ordinary course of business. Gestamp undertakes not to sell, dispose of or otherwise encumber any substantial asset of ASAL except with the prior approval of the shareholders. With this acquisition and going on with the business of ASAL, Gestamp has plans to have operations in India and business with TATA group, increasing in this way its diversification. The idea of Gestamp is going on with the current businesses of ASAL and supporting in the projects that are in the future plans of ASAL. Gestamp and TACO would jointly take appropriate decisions in the aforesaid matters, as per the requirements of business and in line with opportunities or changes in the economic scenario, from time to time.

4. DISCLOSURE WITH REGARD TO CONTINUOUS LISTING

The minimum public shareholding required for continuous listing of the equity shares of ASAL is 25% (twenty five) of the total issued equity share capital. As on the date of this PA, TACO holds 81.35% of the total issued, subscribed and paid-up equity share capital of ASAL whereas the balance 18.65% is held by the general public. As only 18.65% is held by the general public, Offer is being made to acquire 18.65% of the paid up equity share capital of ASAL. Post Offer, since the public shareholding of ASAL will be at a level below the limit for continuous listing specified in the listing agreement, the Acquirer undertakes to facilitate compliance of ASAL with the relevant provisions thereof in terms of the provisions of regulation 21(2) of the Regulations and enable ASAL to raise the level of public shareholding, to the levels specified for continuous listing specified in the listing agreement with the stock exchanges, within the time period mentioned therein.

A Memorandum of Understanding [MOU] was entered into on February 13, 2007 between the existing promoter TACO and the Acquirer, inter alia, with regard to restoration of minimum public share holding of 25% in ASAL, post open offer. Clause 3.1.4 of the above mentioned MOU clearly states that the Acquirer will neither be required to sell shares in ASAL nor required to dilute their shareholding below 37.50% of the total issued, subscribed and paid-up equity share capital of ASAL.

To meet the requirements of minimum public shareholding in ASAL, Acquirer and TACO shall mutually agree and adopt any of the suitable measures specified in Clause 40A of the listing agreement such that the Acquirer is neither required to sell any shares of ASAL nor dilute its shareholding below 37.50%. If the suitable measures involves public issue of shares by ASAL, subject to the applicable law, then ASAL shall make a public issue of shares such that the public shareholding would increase to the minimum public shareholding and such number of equity shares will be issued and allotted to the Acquirer by ASAL as part of the public issue so that the Acquirer continues to hold 37.50% of the total issued, subscribed and paid-up equity share capital in ASAL. Acquirer and TACO, inter se, shall eventually have 50:50 equity stake in ASAL.

BSE, vide their letter dated April 26, 2007 addressed to ASAL, while granting approval under Clause 40A(v) of the Listing Agreement for dilution of public shareholding, has advised ASAL to raise the public shareholding to the minimum level within 6 months from the date of completion of the open offer in order to comply with Clause 40A of the Listing Agreement. Accordingly, depending upon the extent of funds requirements of ASAL, Acquirer and ASAL will take necessary steps to raise the public shareholding of ASAL to the minimum level of 25% within 6 months from the date of completion of the open offer by way of (a) issuance of shares to public through prospectus or (b) offer for sale of shares held by the promoters (i.e. TACO and / or TIL) to public through prospectus or (c) combination of both (a) and (b) in compliance with Clause 40A(viii) of the Listing Agreement in order to comply with Clause 40A of the Listing Agreement.

Details of approvals under Clause 40A(v) of Listing Agreement: As the public shareholding in ASAL is less than 25% Manager to the Offer, vide their letter dated March 1, 2007 advised ASAL to obtain prior approval of BSE and NSE, in compliance with Clause 40A (v) of the Listing Agreement, for transfer of shares that would be likely to be offered by the public shareholders in the open offer in favour of acquirer in compliance with the SEBI Takeover Regulations.

ASAL made applications to BSE and NSE, vide their letter dated March 6, 2007 for the approval for (a) transfer of shares that would be likely to be offered by the public shareholders in the open offer in favour of acquirer in compliance with the SEBI Takeover Regulations and (b) possible dilution in public shareholding as a result of response to the proposed open offer by Gestamp.

Further, ASAL, vide their above mentioned letter, had undertaken to take necessary steps in consultation with the Promoters to ensure compliance of Clause 40A of the Listing Agreement within the stipulated time viz. by May, 2008.

BSE granted their approval to ASAL, vide their letter dated April 26, 2007 under Clause 40A(v) of the Listing Agreement, for dilution of public shareholding in ASAL as a result of response to the open offer by Gestamp.

5. BACKGROUND OF THE TARGET COMPANY – ASAL

5.1 ASAL is a public limited company incorporated on March 13, 1990 under the Companies Act, 1956 by the name of JBM Tools Limited to manufacture sheet metal components, assemblies and sub-assemblies. The name was changed to Automotive Stampings and Assemblies Limited with effect from August 1, 2003. It obtained the Certificate of Commencement of business on September 14, 1990 and the registered office and the corporate office of the Company is situated at G 71/2, MIDC Industrial Area, Bhosari, Pune 411 026, Maharashtra, India. Tel No: 91 20 2712 1677; Fax No: 91 20 2712 3147. ASAL has manufacturing units at (a) at G 71/2, MIDC Industrial Area, Bhosari, Pune 411 026, Maharashtra (b) Gat No. 427, Medankarwadi, Chakan, Tal Khed, Pune 410 501, Maharashtra (c) S.No. 173, Village Khakharia, Taluka Savli, Dist. Vadodara, Halol -389350, Gujarat. ASAL is also setting up a unit at Pantnagar, District: Udham Singh Nagar, Uttaranchal.

5.2 The Company entered the capital market in March 1994 with a public issue of 11,00,000 equity shares of Rs. 10/- (Rupees Ten only) each aggregating Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs only). The issue was fully subscribed and the Shares were listed on BSE and DSE. Further, the Company issued 25,60,000 fully convertible debentures of Rs. 75/- (Rupees Seventy Five only) each to the existing shareholders of the Company on a rights basis in July 1996.

5.3 The main objects of the Company are –

a. To carry on in India or elsewhere the business of manufacturing, designing, developing, fabricating, assembling, improving, processing melting, refining, cleaning, normalizing, buying, selling, importing, exporting and dealing in all kinds of tools, including pneumatic tools, hand tools, machine tools, cutting tools, dies, moulds, master models, gauges, templates, Jigs, fixtures, tool holders, boring bars, test instruments, accessories and components thereof.

b. To carry on the business of designing, manufacturing, developing, fabricating, assembling, improving, buying, selling, importing, exporting and dealing in all kinds of pressings, forgings, stampings, rollings, castings, laminations, fabrications, extrusions, automatic machines, electrical, electronic mechanical, components and auto parts.

c. To carry on the business of iron masters, iron founders, mechanical and electrical engineers, steel makers, steel converters, tin plate makers, brass founders, metal workers, boiler makers, metallurgist and wood workers.

d. To develop and commercialise technologies in the field of automation including tools, dies, moulds, jigs, fixtures and allied business.

e. To buy, sell, import, export and deal in raw materials, plants and machinery used or required for the business referred to in sub-clauses (a) to (d) above.

f. To carry on the business of importers, exporters, general merchants, traders, commission agents, distributors, concessionaires and consultants, in respect of the business referred to in sub-clauses (a) to (e) above.

5.4 The Company was promoted by Mr. S. K. Arya and Associates. ASAL became a joint venture involving TACO and Mr. S. K. Arya and Associates in 1997. At present, TACO and TIL are the only promoters of ASAL and they are the Promoters of the Company in terms of regulation 2(1)(h) of the Takeover Regulations.

5.5 There were no mergers, de-mergers and/or spin-offs involving ASAL during the last three years.

5.6 The equity capital structure of ASAL as on the date of the PA was as under:

Shares	No of equity shares / voting rights	% of equity shares / voting rights
Fully paid-up equity shares of Rs. 10/- (Rupees Ten only) each	1,01,98,541	100.00
Partly paid-up equity shares	–	–
Total paid up equity shares of Rs. 10/- (Rupees Ten only) each	1,01,98,541	100.00
Total voting rights in Target Company	1,01,98,541	100.00

Besides above, the paid up capital of ASAL consists of 90,00,000 fully paid up 12% cumulative redeemable preference shares of Rs. 10/- (Rupees Ten only) each aggregating Rs. 9,00,00,000/- (Rupees Nine Crores only).

There were no outstanding convertible instruments as on the date of the PA and as on the date of letter of offer.

5.7 Details of share capital history of ASAL as on the date of this Letter of Offer are as under:

Sl no	Date of allotment	Number of shares Issued	% of shares Issued	Cumulative no. of shares	Cumulative paid-up capital (Rs.)	Mode of allotment	Identity of Allottees	Status of compliance
1	13/03/1990	700	0.01	700	7,000	Subscription to the Memorandum of Association	Ex-promoters	Complied
2	31/03/1993	3,83,200	2.25	3,83,900	38,39,000	Additional Issue	Ex-promoters	Complied
3	04/09/1993	1,21,300	0.71	5,05,200	50,52,000	Additional Issue	Ex-promoters	Complied
4	25/09/1993	1,60,000	0.94	6,65,200	66,52,000	Additional Issue	Ex-promoters	Complied
5	22/04/1994	25,34,800	14.91	32,00,000	3,20,00,000	Initial Public Offer	Subscribers	Complied
6	05/10/1996	25,60,000	15.06	57,60,000	5,76,00,000	Conversion of Part A of FCD Issue	Holders of FCDs	Complied
7	07/07/1997	57,60,000	33.88	1,15,20,000	11,52,00,000	Preferential Allotment	Promoters	Complied
8	05/03/1998	54,80,494	32.24	1,70,00,494	17,00,04,940	Conversion of Part B of FCD Issue	Holders of FCDs	Complied
	Total:	**1,70,00,494**	**100.00**		**17,00,04,940**			
9	Less: Partly paid shares cancelled	(-) 4,778						
10	Add: Partly paid cancelled shares consolidated into fully paid shares	(+) 1,852						
	Total:	**1,69,97,568**						
	No. of shares issued in lieu of these shares to the share-holders in terms of Scheme of Arrangement (Demerger) under section 391-394 of the Companies Act, 1956 and consequential Capital Reduction.	**1,01,98,541**						

5.8 Details of change in the shareholding of the promoters of ASAL are as follows:

Year	Promoter Group	Cumulative No. of shares before scheme of arrangement / capital reduction	Cumulative No. of shares after scheme of arrangement / capital reduction	% of holding	Status of Compliance with applicable SEBI Regulations and other Statutory Requirements, in relation to change in holding
1997-98	S K Arya & Associates	5006793	N A	29.451	Complied
(refer note 1 below)	Tata AutoComp Systems Limited & Tata Industries Limited	8500246	N A	50.00	
	Total	13507039	–	79.45	
1998-99	S K Arya & Associates	5006793	N A	29.451	N.A.
	Tata AutoComp Systems Limited & Tata Industries Limited	8500246	N A	50.00	
	Total	13507039	–	79.45	
1999-2000	S K Arya & Associates	5006793	N A	29.451	N.A.
	Tata AutoComp Systems Limited & Tata Industries Limited	8500246	N A	50.00	
	Total	13507039	–	79.45	
2000-01	S K Arya & Associates	5006793	N A	29.451	N.A.
	Tata AutoComp Systems Limited & Tata Industries Limited	8500246	N A	50.00	
	Total	13507039	–	79.45	
2001-02	S K Arya & Associates	N A	3004074	29.456	Complied
(refer note 2 below)	Tata AutoComp Systems Limited & Tata Industries Limited	N A	5100146	50.009	
	Total	–	8104220	79.46	
2002-03	S K Arya & Associates*	N A	–	–	Complied
(refer note 3 & 4 below)	Tata AutoComp Systems Limited & Tata Industries Limited**	N A	8296280	81.348	
	Total	–	8296280	81.348	
2003-04 (refer note 5 below)	Tata AutoComp Systems Limited & Tata Industries Limited	N A	8296280	81.348	Complied
	Total	–	8296280	81.348	
2004-05	Tata AutoComp Systems Limited & Tata Industries Limited	N A	8296280	81.348	N.A.
	Total	–	8296280	81.348	
2005-06	Tata AutoComp Systems Limited & Tata Industries Limited	N A	8296280	81.348	N.A.
	Total	–	8296280	81.348	

Notes:

1. Subsequent to preferential allotment on July 7, 1997, S. K. Arya & Associates and Tata AutoComp Systems Limited & Tata Industries Limited became the joint promoters of the Company.

2. In pursuance of the Scheme of Arrangement (involving demerger) and consequent Scheme of Capital Reduction as sanctioned by the Honorable High Court of Delhi both in 2001, every shareholder of ASAL holding 10 shares was allotted 6 new shares in ASAL and 4 shares in the resulting Company. Accordingly, in lieu of 13,507,039 shares held by the promoters jointly in the Erstwhile Company, 8,104,220 new shares in ASAL were allotted to them.

3. *By way of Inter se transfer amongst the joint promoters on 12.04.2002 viz. by transfer of 3,004,074 shares from S. K. Arya & Associates to Tata AutoComp Systems Limited & Tata Industries Limited, the holding of S. K. Arya & Associates was reduced to NIL.

   Compliance / exemption details with regard to inter se transfer:

   (a) S. K. Arya & associates [SK] and (b) Tata Autocomp Systems Limited [TACO] and Tata Industries Ltd [TIL] entered into a Joint Venture Agreement [JV] and became the joint promoters of ASAL in July 1997.

   TACO and SK decided to terminate their JV in April 2002 and consequent to termination of JV, it was proposed that SK would transfer their entire holding of 29.46% in ASAL in favour of TACO and TIL in terms of Interse transfer between promoters in compliance with Regulation 3(1)(e) of SEBI Takeover Regulations.

   TACO and TIL sent advance intimation of Interse transfer to the Stock Exchanges, for information of public on April 4, 2002 in terms of Regulation 3(3) of SEBI Takeover Regulations as the acquisition exceeded 5% of the voting share capital of ASAL.

   SK transferred their entire holding of 29.46% in ASAL in favour of TACO and TIL on April 12, 2002 by way of interse transfer in terms of Regulation 3(1)(e) of SEBI Takeover Regulations and TACO, in their capacity as one of the acquirers, filed 21 days Report with SEBI on April 30, 2002 in compliance with Regulation 3(4) and 3(5) of SEBI Takeover Regulations as the acquisition by way of interse transfer together with shares held by TACO and TIL would entitle them to exercise 81.35% which is more than 15% of voting rights [TACO 32.54% and TIL 48.81%] in ASAL.

   SEBI, vide letter dated July 29, 2002 advised TACO of having taken on record, the submissions made by them with regard to interse transfer of shares of ASAL.

4. ** Change in shareholding of Tata AutoComp Systems Limited & Tata Industries Limited during 2002-03 is as under:

Particulars	**Number of shares**
Shareholding during and upto 2001-02	5,100,146
Shares acquired by way of off market transaction on 08.04.2002	192,060
Shares acquired by way of inter se transfer amongst promoters, from S. K. Arya & Associates on 12.04.2002	3,004,074
Total shareholding	8,296,280

   Compliance / exemption details with regard to off market creeping acquisition:

   TACO, TIL and SK submitted letters to SEBI on April 5, 2002 informing SEBI that (a) JV entered into in 1997 is terminated, (b) TACO, TIL and SK became independent promoters and (c) SK no longer acting in concert with TACO and TIL.

   Prior to termination of JV, total promoters holding was 79.46% i.e. TACO and TIL collectively held 50% and SK held 29.46%. However, upon termination of JV on April 5, 2002 two sets of promoter groups viz (a) TACO & TIL and (b) SK became independent promoters and further SK was no longer acting in concert with TACO and TIL.

   On April 8, 2002 TACO acquired 1,92,060 shares representing 1.88% in ASAL by way of off market transaction under the creeping acquisition route in terms of Regulation 11(1) of SEBI Takeover Regulations as the creeping acquisition route was available to acquirers and PACs who held more than 15% but less than 75% in a company and TACO & TIL held 50% prior to creeping acquisition. SK held 29.46% but SK was not acting in concert with TACO and TIL for the purpose of creeping acquisition.

5. Interse transfer amongst promoters, viz. Tata AutoComp Systems Limited & Tata Industries Limited has taken place as per the following details in 2003-04:

Name	**No. of shares before Interse transfer**	**No. of shares after Interse transfer**
Tata AutoComp Systems Limited	3,318,401	8,296,180
Tata Industries Limited	4,977,879	100
	8,296,280	8,296,280

5.9 Compliance of SEBI Takeover Regulations: The following major shareholders [also promoters of ASAL] of ASAL were required to comply and who have duly complied with the requirements of Chapter II of the SEBI Takeover Regulations. There were no other shareholders holding the required percentage of voting capital so as to warrant disclosure under Chapter II:

Sr. No.	Name & Address	Telephone No. Fax No.	No of Shares	%
1 *	Tata AutoComp Systems Limited, TACO House, V.G. Damle Path, Off Law College Road, Pune 411 004	Telephone No. 91 20 66085000 Fax No. 91 20 66085034	82,96,180	81.35
2	Tata Industries Ltd Bombay House, 24 Homi Mody Street, Mumbai 400001	Telephone No. 91 022 66658282 Fax No. 91 022 66657974	100	0.001

* Seller

5.10 The Shares of the Company have not been suspended at any time in the ordinary course. However, in view of the scheme of arrangement and the consequential capital reduction, the trading in shares of the Company was suspended with effect from July 9, 2001 vide NSE's letter dated July 10, 2001. After issue of new shares in terms of the scheme of arrangement in lieu of old shares, the trading in new shares was commenced on March 12, 2002 vide NSE's letter dated March 11, 2002. There have not been any listing agreement violations by the Company in the past.

5.11 ASAL has complied with the provisions of Chapter II of SEBI Takeover Regulations since 1997.

However, due to shifting of registered office [ASAL shifted its registered office from Delhi to Pune with effect from June 8, 2001], copies of disclosure made by ASAL as on Feb 20, 1997 under Regulation 6(2) and 6(4) are not traceable as they seem to be misplaced.

Secondly, with respect to 1998 and 2000, ASAL declared that the disclosure requirements were complied with in 1998 and 2000 as per BSE records but compliance details are not available with ASAL. BSE, vide their letter dated January 27, 2004 stated that ASAL had complied with Regulation 8(3) of SEBI Takeover Regulations in 1998 and 2000.

Also, with respect to 2001, there was a delay of 86 days in complying with Regulation 8(3) of SEBI Takeover Regulations and therefore, BSE, vide their letter dated January 27, 2004 stated that "ASAL has not complied with Regulation 8(3) as the disclosure was made only on July 25, 2001 as against the due date of April 30, 2001". Vide letter dated April 7, 2004 addressed to BSE, ASAL stated that above mentioned Regulation 8(3) disclosure was made on April 14, 2001. ASAL, at that point of time, was of the opinion that the disclosure required under Clause 35 of the listing agreement and the disclosure required under Regulation 8(3) of Takeover Regulations are similar. However, consequent to shifting of the registered office, ASAL made proper disclosure vide their letter dated July 25, 2001 under Regulation 8(3) of Takeover Regulations and BSE recorded this in their letter dated January 27, 2004.

SEBI may initiate appropriate action against ASAL for non compliance / delay in compliance of Chapter II of SEBI Takeover Regulations as illustrated above.

ASAL has complied with the provisions of Takeover Regulations and other applicable provisions of SEBI Act and other statutory requirements.

5.12 The Company's management is vested with the Board of Directors. The composition of the Board of Directors as on the date of PA is as under:

Name	Designation	Residential Address	Date of Appointment	Qualification	Experience
Mr. Devender Sarup Gupta	Chairman	Panorama Co-op Housing Society, Ground Floor, 203, Walkeshwar Road, Mumbai.	7-Jul-97	B. E. (Mech. Eng.), P.G.D.B.A. (IIM - Ahmedabad)	32 years of experience in different functions in the industry
Mr. Satish Pradhan	Non-executive Director	NCPA Apartment, 17th Floor, Apsara CHS, Nariman Point, Mumbai 400 021	8-May-02	Master of Arts	27 years of experience in the field of HR
Mr. Atul Bansal	Non-executive Director, Independent	113, Landmark, Carmichael Road, Mumbai 400 026	8-May-02	Certified Financial Analyst, Chartered Accountant and holds an MBA degree from the Wharton Business School, University of Pennsylvania.	19 years of experience in the field of Finance
Mr. Rajiv Dube	Non-executive Director	5, Betsy apartments, Turner Road Bandra [West], Mumbai 400050	30-Jan-98	Bachelor's Degree in Mechanical Engineering along with a postgraduate Diploma in Management	23 years of experience in the field of mfg and general management

Name	Designation	Residential Address	Date of Appointment	Qualification	Experience
Mr. Raman Nanda	Non-executive Director	V-16, Sacred Heart Town, Wanowrie, Pune - 411 040	6-May-03	B.Com., P.G.D.B.A. (IIM – Ahmedabad)	30 years of experience in the field of materials, finance, HR, marketing and general management
Mr. Ramesh A. Savoor	Non-executive Director, Independent	201, Pineview, 9, Edward Road, Bangalore - 560 052	29-Dec-05	B. Sc. (Chemistry), B.Sc. (Tech.)	34 years of experience in the field of Sales, Marketing, R&D, Production, Projects, Supply Chain & HR
Mr. S. Ramakrishnan	Non-executive Director, Independent	D-9, Income Tax officers' Colony, Peddar Road, Bombay 400 026	29-Dec-05	B.Tech (Mechanical), P.G. D.M. (IIM - Ahmedabad)	30 years of experience in the field of management and operations
Mr. Rajiv Bakshi	Non-executive Director	413, Mahatma Society, Kothrud, Pune 411 038	18-Oct-06	Bachelor's Degree in Engineering from Ranchi and Master's Degree in Business Administration from XLRI - Jamshedpur	30 years of experience in the field of mfg, materials and general management

As on the date of this Letter of Offer there are no representatives of the Acquirer on the Board of Directors of ASAL. However, the Acquirer proposes to appoint two representatives on the Board of Directors of ASAL after successful completion of Offer. Eventually, once the Acquirer and TACO acquires, inter se, equal shareholding in ASAL, the Acquirer and TACO each shall nominate 3 directors on the Board of ASAL.

5.13 Brief audited financial details of ASAL for the last 3 years and the unaudited financial statements for the period ended December 31, 2006 as certified by the statutory auditors, are as follows:

Rs. in Lakhs

Profit & Loss Statement For the period ended	**9 months ended 31st December 2006 (Unaudited)**	**31st March 2006 (Audited)**	**31st March 2005 (Audited)**	**31st March 2004 (Audited)**
Income from Operations - Net	22,385.00	27,679.67	24,988.43	17,640.19
Other Income **	1,104.71	182.18	63.47	406.38
Total Income	23,489.71	27,861.85	25,051.90	18,046.57
Total Expenditure	21,787.32	2,59,74.91	23,349.61	15,785.81
Profit before Depreciation, Interest and tax	1,702.39	1,886.94	1,702.29	2,260.76
Depreciation	772.34	982.77	911.14	746.67
Interest	162.80	195.70	139.27	197.01
Profit before tax	767.25	708.47	651.88	1,317.08
Provision for tax	267.42	244.00	250.13	585.00
Profit after tax	499.83	464.47	401.75	732.08

** Note:-

1. Other income for 9 months ended 31st December, 2006 includes Rs. 1,018.16 Lakhs on account of gain on remission of Sales Tax Liability.
2. Other income for the year ended 31st March, 2004 includes Rs. 350.45 Lakhs on account of gain on remission of Sales Tax Liability.

Rs. in Lakhs

Balance Sheet as at	**9 months ended 31st December 2006 (Unaudited)**	**31st March 2006 (Audited)**	**31st March 2005 (Audited)**	**31st March 2004 (Audited)**
Sources of Funds				
Paid up Equity Share Capital	1,019.85	1,019.85	1,019.85	1,019.85
Preference Share Capital	900.00	1,200.00	1,200.00	1,200.00
Reserves & Surplus (excluding revaluation reserve)	2903.89	2,417.45	2,256.72	2,158.71
Net Worth	4823.74	4,637.30	4,476.57	4,378.56
Secured Loan	2350.00	1,850.00	2,000.00	795.21
Unsecured Loan	220.63	1,801.21	1,743.76	8,53.50
Deferred Tax liability	435.29	484.29	527.29	329.15
Total	***7829.66***	***8,772.80***	***8,747.62***	***6,356.42***
Uses of Funds				
Net Fixed Assets	6450.70	6,383.65	6,560.10	5,366.66
Net Current Assets	1378.96	2,389.15	2,187.52	989.76
Total	***7829.66***	***8,772.80***	***8,747.62***	***6,356.42***

Contingent liabilities as on March 31, 2006 are as under:

Sr. No.	**Particulars**	**Amount (Rs. Lakhs)**
1.	Bills discounted	6719.11
2.	Claims against the Company not acknowledged as Debts	23.85
3.	Letters of Credit Outstanding	216.66
4.	Bank Guarantees given in favour of Government Authorities/ third parties	7.01
	Total:	6,966.63

Other Financial data

Particulars	**9 months ended 31st December 2006 (Unaudited)**	**31st March 2006 (Audited)**	**31st March 2005 (Audited)**	**31st March 2004 (Audited)**
Dividend on equity(%)		12	12	–
Earning Per Share (Rs.)	3.86	2.94	2.33	5.59
Return on Net Worth (%)	10.03	8.7	7.2	17.9
Book Value per Share (Rs.)	37.43	33.70	32.13	31.17

Source: Annual Reports

Note:

(a) EPS = Basic earning per share as per the annual reports

(b) RONW= Profit after tax available for equity shareholders/ net worth

(c) Book value per share (Rs.) = Net worth/ No of shares

5.14 Reason for rise in total income and fall in Profit After Tax (PAT):

(Rs. in Lakhs)

Sl. No.	**Financial Year**	**Total Income**	**PAT**
1.	2003-04	18046.57	732.08
2.	2004-05	25051.90	401.75
3.	2005-06	27861.85	464.47

The growth in total income was essentially due to increased volumes of the customer programmes being handled by the Company. The profit after tax for the year 2003-04 includes an extra-ordinary income of Rs. 197.73 Lakhs (after tax) on account of prepayment of deferred sales tax loan under the scheme of Government of Maharashtra. The fall in the profit after tax for the year 2004-05 was due to increase in the price of raw materials especially increase in the prices of steel.

5.15 Shareholding pattern before and after the Offer (assuming full acceptances) as on the date of PA

Category	Shareholding & voting rights prior to SPA		Shares & voting rights to be acquired in Offer (assuming full acceptances)		Share holding & voting rights after Offer		Share holding / voting rights after acquisition by Gestamp in terms of SPA	
	Shares	**%**	**Shares**	**%**	**Shares**	**%**	**Shares**	**%**
(1) Promoter & Promoter Group								
a) TACO	8,296,180	81.35%	–	–	8,296,180	81.35%	6,373,988	62.50%
b) TIL	100	0.001%	–	–	100	0.001%	100	.0.001%
Total 1 (a + b)	**8,296,280**	**81.35%**	–	–	**8,296,280**	**81.35%**	**6,374,088**	**62.50%**
(2) Acquirer	**–**	–	1,902,261	18.65%	1,902,261	18.65%	3,824,453	37.50%
(3) Public (other than parties to SPA, Promoter and acquirer)	1,902,261	18.65%	(1,902,261)	(18.65%)	–	–	–	–
GRAND TOTAL	**10,198,541**	**100.00%**	**1,902,261**	**18.65%**	**10,198,541**	**100.00%**	**10,198,541**	**100.00%**

Note: Depending upon the extent of funds requirements of ASAL, Acquirer and ASAL will take necessary steps to raise the public shareholding of ASAL to the minimum level of 25% within 6 months from the date of completion of the open offer by way of (a) issuance of shares to public through prospectus or (b) offer for sale of shares held by the promoters (i.e. TACO and / or TIL) to public through prospectus or (c) combination of both (a) and (b) in compliance with Clause 40A(viii) of the Listing Agreement in order to comply with Clause 40A of the Listing Agreement. Acquirer will neither be required to sell shares in ASAL nor required to dilute their shareholding below 37.50%. If the suitable measures involves public issue of shares by ASAL, then ASAL shall make a public issue of shares such that the public shareholding would increase to the minimum public shareholding and such number of equity shares will be issued and allotted to the Acquirer by ASAL as part of the public issue so that the Acquirer continues to hold 37.50% of the total issued, subscribed and paid-up equity share capital in ASAL. Acquirer and TACO, inter se, shall eventually have 50:50 equity stake in ASAL.

5.16 Shareholding of Promoters: Prior to the Offer, the Promoters held 82,96,280 Shares constituting 81.35% of the paid-up equity share capital of the Company. Upon completion of the Offer and transfer of Shares agreed upon in the SPA, the Promoters holding in ASAL may reduce to 62.50% assuming full acceptances by the eligible shareholders. As per the SPA, post the Open Offer, TACO will sell so many shares as required to take the Acquirers holding in the Company to 37.50%. Hence, depending on the acceptance by the eligible Shareholders, Promoters' holding can range between 43.85% to 62.50%. Eventually, the shareholding of Gestamp and TACO, inter se, shall become 50:50.

5.17 As on February 19, 2007 i.e. Specified Date, there were 3,203 Shareholders. All owners (registered or unregistered) of Shares of ASAL except (a) the Acquirer and (b) the Seller are eligible to participate anytime before closure of the Offer.

5.18 Corporate Governance: Price Waterhouse, Chartered Accountants, the Statutory Auditors of ASAL vide their Certificate dated April 19, 2006 have certified that ASAL has complied with the conditions of corporate governance as stipulated in Clause 49 of the listing agreement with the Stock Exchanges. [Source: Audited Annual Report 2005-06].

5.19 Compliance Officer: ASAL has appointed Mr. Shailendra Dindore, Company Secretary, G 71/2, MIDC Industrial Area, Bhosari, Pune – 411 026, Telephone No: 91 20 27121677, Fax No: 91 20 27123147 as the Compliance Officer.

5.20 There were no mergers, de-mergers and/or spin-offs involving the Target Company during the last three years.

5.21 Pending litigations as on January 31, 2007 are as follows:

A criminal complaint filed under the Factories Act, 1948 is pending against Mr. Raman Nanda, Director of the Company by virtue of his being the 'Occupier' under the and as per the provisions of the Factories Act, 1948 in respect of an accident occurred at one of factories of the Company. The case is pending in the Court of Chief Judicial Magistrate, Shivajinagar, Pune.

Litigation relating to Tax Disputes as on January 31, 2007 is as under:

Matter of Dispute Estimated Amount (Rs. in Lakhs) Forum

Excise Related	2.09	CESTAT, Mumbai
Excise Related	0.28	CESTAT, Mumbai
Excise Related	20.98	CESTAT, Mumbai
Excise Related	2.30	CESTAT, Mumbai
Income Tax Related	288.38	Commissioner of Income Tax (Appeals)-III, Pune.
Income Tax Related	1.73	Income Tax Appellate Tribunal, Pune Bench, Pune
Income Tax Related	125.82	Commissioner of Income Tax (Appeals)-III, Pune

Note: An amount of Rs. 415.49 Lakhs has been provided for in the Accounts for these matters.

Other Major Litigation as on January 31, 2007 is as under:

Issue	Amount (Rs Lakhs) (approx.)	Forum
Three cases involving dismissal of the employees from the services	3.65	2nd Labour Court, Pune

6. OFFER PRICE AND FINANCIAL ARRANGEMENTS

6.1 Justification of Offer Price

6.1.1 The Shares of ASAL are presently listed and traded on BSE and NSE.

6.1.2 During the six months prior to the month in which the PA was made i.e. August 2006 to January 2007, the Shares were traded on BSE and NSE. Details of trading during this period was as follows:

Stock Exchanges	Total Shares traded	Total No. of listed Shares	Annualized trading turnover as a % of total number of listed Shares
BSE	4,62,478	1,01,98,541	9.07
NSE	3,04,189	1,01,98,541	5.97

Source: www.bseindia.com; www.nseindia.com

Based on the information available, the Shares are deemed to be frequently traded on BSE and NSE as the annualized trading turnover based on the trading during six calendar months i.e. August 2006 to January 2007 is more than 5% of the total number of listed Shares in terms of Explanation (i) to regulation 20(5) of the SEBI Takeover Regulations.

As the annualized trading turnover on BSE based on the trading during six calendar months i.e. August 2006 to January 2007 is 9.07% of the total number of listed Shares, the Shares of ASAL are deemed to be “most frequently traded” on BSE in terms of Explanation (i) to regulation 20(5) of SEBI Takeover Regulations. As per the parameters set out in regulation 20(4) of SEBI Takeover Regulations applicable for companies whose Shares are frequently traded, the minimum Offer Price works out to Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) and the Offer Price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) is the highest of the parameters as specified in regulation 20(4) of Takeover Regulations.

6.1.3 Average of the weekly high and low of the closing prices and volume data in BSE (where the Shares are most frequently traded) for the twenty six weeks period ended February 14, 2007 i.e. date preceding the date of the PA:

Wk No	Week Ending	Weekly High (Rs.)	Weekly Low (Rs.)	Weekly Average (Rs.)	Volume Traded
1	23-Aug-06	91.30	85.05	88.18	6,146
2	30-Aug-06	86.95	82.45	84.70	3,301
3	06-Sep-06	83.00	79.00	81.00	15,739
4	13-Sep-06	86.00	82.90	84.45	3,459
5	20-Sep-06	82.40	80.35	81.38	69,835
6	27-Sep-06	87.35	85.15	86.25	13,939
7	04-Oct-06	87.00	84.65	85.83	3,291
8	11-Oct-06	89.00	86.50	87.75	7,723
9	18-Oct-06	91.00	88.15	89.58	14,242
10	25-Oct-06	92.65	90.25	91.45	19,525
11	01-Nov-06	90.80	85.50	88.15	10,971
12	08-Nov-06	88.10	83.00	85.55	16,241
13	15-Nov-06	87.35	86.05	86.70	8,968
14	22-Nov-06	84.50	81.85	83.18	5,636
15	29-Nov-06	85.00	81.15	83.08	11,038
16	06-Dec-06	84.40	81.45	82.93	10,560
17	13-Dec-06	86.35	80.45	83.40	24,374
18	20-Dec-06	82.75	80.15	81.45	4,796
19	27-Dec-06	88.00	80.00	84.00	15,516
20	03-Jan-07	103.30	96.80	100.05	51,571
21	10-Jan-07	96.10	91.55	93.83	18,505
22	17-Jan-07	95.80	92.25	94.03	52,002
23	24-Jan-07	98.70	94.90	96.80	37,197
24	31-Jan-07	99.15	96.65	97.90	25,933
25	07-Feb-07	98.90	93.70	96.30	21,112
26	14-Feb-07	94.85	90.00	92.43	22,279
	Twenty six weeks average (Rs.)			**88.09**	

Source: www.bseindia.com

6.1.4 Average of daily high and low prices for the two weeks period ended February 14, 2007 i.e. date preceding the date of the PA:

Dates	Daily High (Rs.)	Daily Low (Rs.)	Daily Average (Rs.)	Volume
14-Feb-07	94.00	91.20	92.60	1,932
13-Feb-07	96.00	91.85	93.93	9,985
12-Feb-07	92.80	87.75	90.28	1,794
9-Feb-07	94.45	88.40	91.43	4,498
8-Feb-07	99.00	92.35	95.68	4,070
7-Feb-07	97.85	94.50	96.18	1,750
6-Feb-07	96.80	93.30	95.05	1,822
5-Feb-07	97.00	93.15	95.08	1,790
2-Feb-07	98.45	96.00	97.23	2,496
1-Feb-07	101.45	95.00	98.23	13,254
Two weeks Average (Rs.)			**94.57**	

Source: www.bseindia.com

The Offer Price of Rs. 94.96 per Share is justified in terms of regulation 20(4) of the Takeover Regulations, applicable for companies whose Shares are frequently traded, in view of this price being the highest of the following 4 parameters:

(a)	Negotiated price	Rs. 94.96 per Share
(b)	Highest price paid by the Acquirer for acquisition, if any, including by way of allotment in a public or rights or preferential issue during the twenty six week period prior to the date of PA	Not Applicable
(c)	Average of weekly high and low of the closing prices of ASAL for the 26 weeks period ended on February 14, 2007 i.e., the date preceding the PA, on the stock exchange, where shares are most frequently traded i.e. BSE	Rs. 88.09 per share
(d)	Average of daily high and low prices of ASAL for the 2 weeks period ended on February 14, 2007 i.e., the date preceding the PA, on the stock exchange, where shares are most frequently traded i.e. BSE	Rs. 94.57 per share

6.1.5 Non Compete Fee: Since no other monetary consideration, whether by way of any non-compete fees or otherwise, is payable by the Acquirer to TACO for the acquisition of the Sale Shares, provisions relating to non compete fee are not applicable.

6.1.6 Therefore the Offer Price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per equity share of the face value of Rs. 10/- (Rupees Ten only) each of ASAL is as per the parameters as set out in regulation 20(4) of SEBI Takeover Regulations and the Offer Price is justified as per regulation 20(11) of Takeover Regulations as stated above.

6.1.7 Based on the above, (a) the Manager to the Offer and (b) the Acquirer are of the opinion that the Offer Price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per equity share is justified.

6.1.8 It will be ensured that the Offer Price is higher than the highest price paid by the Acquirer for any acquisition of Shares of ASAL, if any, from the date of PA i.e. Thursday – February 15, 2007 up to seven working days prior to the closure of the Offer i.e. Thursday – July 12, 2007.

6.1.9 Interest @ 10% p.a. is payable to eligible public shareholders / beneficial owners of ASAL whose shares will be accepted pursuant to open offer, for the delay in payment of purchase consideration.

6.2 Financial Arrangements

6.2.1 The total funds required for the acquisition of 19,02,261 Shares of ASAL in the Offer assuming full acceptance at Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per equity share amounts to Rs. 18,06,38,704.56 (Rupees Eighteen Crores Six Lakhs Thirty Eight Thousand Seven Hundred Four and Paise Fifty Six only).

6.2.2 Mr. Santiago Perucho Montoya, Certified Public Accountant [Registered at the Official Registry of Certified Accountants (ROAC) with number 11.807], 6 Gil Imon St., 28005 Madrid, Spain, Tel No: 00 34 91 366 0667, Fax No: 00 34 91 366 8742, has certified vide his letter dated February 9, 2007 that the Acquirer has adequate financial resources to finance the above mentioned acquisition of 19,02,261 Shares to the extent of their obligations of the Offer.

6.2.3 Pending receipt of the approval of the RBI to open and operate an escrow account in India, prior to release of PA, the Acquirer opened an offshore cash escrow account with HSBC Bank Plc. having its office at Level 24, 8 Canada Square, London, E14 5HQ under the name and title of "HSBC as Escrow Agent for Gestamp" and bearing No. 67413336 and deposited Euros 8,35,000 equivalent to approximately Rs. 4,80,62,600/- at an exchange rate of Rs. 57.56 per Euro [RBI Reference Exchange Rate as on February 14, 2007]. Irrespective of the fluctuations in the conversion rate, the minimum amount as stipulated in the SEBI Takeover Regulations shall be maintained at all times.

However, subsequent to PA, the Acquirer received approval from RBI vide letter No. FE.CO.FID/20970/10.21.056/2006-07 dated March 20, 2007 and transferred, on May 16, 2007 Euros 8,30,000 [equivalent to Rs. 4,60,23,500/- at an exchange rate of Rs. 55.45 per Euro] from offshore cash escrow account with HSBC Bank Plc., London to domestic cash escrow account opened with The Hongkong and Shanghai Banking Corporation Limited, 52/60, M G Road, Mumbai 400001 **["HSBC Mumbai"]** under the name and style of "Gestamp - ASAL - Open Offer Escrow Account" and bearing No. 019 158740 001. HSBC Mumbai vide their letter dated May 18, 2007 certified that as on May 16, 2007 an amount of Rs. 4,60,23,500/- was lying to the credit of the said domestic cash escrow account.

Further, the Acquirer is in the process of remitting additional funds to the extent of at least Euros 3333 equivalent to Rs. 1,80,000/- at an exchange rate of Rs. 54.59 per Euro [RBI Reference Exchange Rate as on June 22, 2007] into domestic cash escrow account as interest @ 10% p.a. is payable to eligible public shareholders / beneficial owners of ASAL whose shares will be accepted pursuant to open offer, for the delay in payment of purchase consideration.

6.2.4 Funds lying in the domestic cash escrow account represent more than 25% of the total purchase consideration payable under the Offer assuming full acceptance at the aforesaid Offer Price. The Acquirer has confirmed that the funds lying in the above mentioned domestic cash escrow will be utilized exclusively for the purpose of the Offer.

6.2.5 The Manager to the Offer has been authorised to operate the cash escrow account in compliance with the provisions of Takeover Regulations.

6.2.6 Manager to the Offer is satisfied that firm arrangements for financial resources required to implement the Offer i.e. funds and money for payment through verifiable means are in place to fulfill the Offer obligations and are satisfied that Acquirer has the ability to implement the Offer in accordance with the Regulations.

7. TERMS AND CONDITIONS OF THE OFFER

7.1 The Offer is being made by the Acquirer to (i) all Shareholders of ASAL whose names appeared in the Register of Members on Monday – February 19, 2007 i.e. Specified Date except (a) the Acquirer and (b) the Seller, (ii) beneficial owners of the Shares of ASAL whose names appeared as beneficiaries on the records of the respective Depositories, at the close of business hours on Monday – February 19, 2007 i.e. Specified Date and (iii) to those persons who acquire Shares of ASAL any time prior to the date of the closure of the Offer i.e. Monday – July 23, 2007 but who are not the registered Shareholders of ASAL. Overseas Corporate Bodies [OCBs] are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

7.2 The Offer is not subject to any minimum level of acceptance and the Acquirer will be obliged to acquire up to a maximum of 19,02,261 Shares of ASAL that are tendered in the valid form in terms of this Offer subject to the terms and conditions mentioned in the PA and this Letter of Offer. The Shares of ASAL that would be tendered in the valid form in terms of this Offer will be transferred in favour of the Acquirer.

7.3 The Offer will open on Wednesday – July 4, 2007 and close on Monday – July 23, 2007.

7.4 The Shareholders who have accepted the Offer by tendering the requisite documents in terms of the PA / Letter of Offer can withdraw the same up to three working days prior to the date of the closure of the Offer i.e. on or up to Wednesday – July 18, 2007.

7.5 The instructions, authorizations and provisions contained in the Form of Acceptance cum Acknowledgment constitute an integral part of the terms of this Offer.

7.6 Each Shareholder of ASAL to whom this Offer is being made is free to offer his Shareholding in ASAL in whole or in part while accepting the Offer. However, (a) the Acquirer and (b) the Seller are not eligible to tender their Shares under the Offer. Overseas Corporate Bodies [OCBs] are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

7.7 The Shares will be acquired by the Acquirer free from all liens, charges and encumbrances and together with all rights attached thereto, including the right to all dividends, bonus and rights declared thereafter.

7.8 The Acquirer made an application to RBI on February 21, 2007 for transfer of Shares from eligible public Shareholders in favour of the Acquirer. RBI, vide their letter dated March 20, 2007 granted approval to the Acquirer to acquire upto 38,24,453 shares of ASAL i.e. upto 19,02,261 shares through open offer [except from Overseas Corporate Bodies (OCBs)] and the balance from Tata Autocomp Systems Ltd. OCBs are therefore not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

No approvals from banks / financial institutions are required for the Offer.

7.9 As on date no statutory / other approvals are required for the Offer. If any other statutory approvals become applicable, the Offer would be subject to such approvals. The Acquirer will have a right, in terms of regulation 27 (1)(b) of SEBI Takeover Regulations, not to proceed with the Offer in the event that statutory approvals indicated above are not received or are refused.

7.10 In case of delay in receipt of statutory approvals as explained above, SEBI has power to grant extension of time to Acquirer for payment of purchase consideration to eligible Shareholders, subject to Acquirer agreeing to pay interest for the delayed period in terms of regulation 22(12) of the Regulations. If the delay occurs due to willful default of the Acquirer in obtaining requisite approvals, regulation 22(13) of the Regulations will become applicable.

Interest @ 10% p.a. is payable to eligible public shareholders / beneficial owners of ASAL whose shares will be accepted pursuant to open offer, for the delay in payment of purchase consideration.

7.11 In the event of non-fulfilment of any of the obligations by the Acquirer as required under the Takeover Regulations, the amount lying in the escrow account shall be liable to be forfeited and dealt with in the manner provided in regulation 28 of SEBI Takeover Regulations, apart from the Acquirer being liable for penalty as provided in the Takeover Regulations.

7.12 There has been no competitive bid.

7.13 As the Offer Price cannot be revised during seven working days prior to the closing date of the Offer i.e. prior to Thursday – July 12, 2007, it would be in the interest of the Shareholders to wait till the commencement of that period to know the final Offer Price and tender their acceptance accordingly.

7.14 The Manager to the Offer shall within a period of forty five days of the closure of the Offer inform NSE, BSE and SEBI as to level of acceptance received thereof.

7.15 The acceptance of the Offer of the Acquirer is entirely at the discretion of the Equity Shareholders of ASAL. The Acquirer will not be responsible for any loss of share certificate(s) and Offer acceptance documents during transit and the Shareholders of ASAL are advised to adequately safeguard their interests in this regard.

7.16 The Acquirer will proceed with the Offer even if they are unable to obtain acceptance to the extent of 19,02,261 fully paid-up Shares of face value of Rs. 10/- (Rupees Ten only) each of ASAL.

7.17 In the case of Shares acquired from non resident Shareholders, the Acquirer will not be responsible for any fall in the value of the rupee due to any fluctuation in the foreign exchange market on account of delay in the approval.

7.18 Accidental omission to dispatch this Letter of Offer to any person to whom this Offer has been made to or non-receipt of this Offer by any such person shall not invalidate the Offer in any way.

7.19 The acceptance must be unconditional and should be sent with the attached form duly filled in, signed by the applicant Shareholder(s) which should be received by the Registrar to the Offer at the address mentioned in para no. 8.13 on or before Monday – July 23, 2007. If any change or modification is made, the acceptance is liable to be rejected.

7.20 All expenses relating to the Offer will be borne by the Acquirer.

7.21 The Acquirer reserves the right of upward revision of price at any time up to seven working days prior to the closure of the Offer as per regulation 26 of the Takeover Regulations. The same price would be paid by the Acquirer for all the Shares tendered any time during the Offer and accepted under the Offer. The information about such revision(s), if any, would appear in the same newspapers in which PA has appeared.

7.22 There are no shares which are subject to lock in as on date.

8. PROCEDURE FOR ACCEPTANCE AND SETTLEMENT OF THE OFFER

8.1 The Shareholders of ASAL who wish to avail this Offer should forward the under mentioned documents by hand delivery or by registered post or by speed post or by courier to Mondkar Computers Private Limited, the Registrar to the Offer [details of collection centres are given in para no. 8.13] so as to reach them on or before Monday – July 23, 2007 on working days during business hours indicated in para no. 8.13. In the case of dematerialized Shares, the Registrar is not bound to accept those Offers which have not yet been credited to the escrow depository account as on or before 3 p.m. IST on the date of closure of the Offer, i.e. Monday – July 23, 2007. No documents for tendering the Shares should be sent either to the Acquirer or Manager to the Offer or ASAL.

8.2 The registered Shareholders of ASAL holding physical shares should submit:

- The enclosed Acceptance Form duly completed and signed in accordance with the instructions contained therein by the Equity Shareholders of ASAL in the same order in which they hold Shares in ASAL. The order cannot be changed or altered nor can any new name be added for the purpose of accepting the Offer.
- Original share certificate(s).
- Valid share transfer deed(s) duly signed as transferors by all Shareholders (in case of joint holdings) in the same order and as per specimen signatures lodged with ASAL.

In case of non-receipt of the aforesaid documents, but receipt of the original share certificate(s) and transfer deed(s) duly signed, the Offer shall be deemed to be accepted.

In case the present signature of the Shareholder(s) differ from the specimen signatures lodged with ASAL, transfer deeds should be duly attested at the appropriate place by a notary or bank manager or member of stock exchange under their seal of office and membership number. In each case, the name and address of the attesting authority, attesting authority's seal and registration number (if the authority is a notary public/member of stock exchange) or the name and address of the bank (if the authority is a bank manager) should appear. Further, all attestations should be unconditional, i.e. the authority attesting should not deny the responsibility of identifying the person and the signature by qualifying the attestation. If the said guidelines are not followed, the Acquirer reserves the right to reject the transfer deed along with the application.

8.3 Notwithstanding that the signature(s) of the transferor(s) has/ have been attested as aforesaid, if the signature(s) of the transferor(s) differ(s) from the specimen signature(s) recorded with ASAL or are not in the same order, such Shares are liable to be rejected under this Offer even if the Offer has been accepted by a bonafide owner of such Shares.

8.4 Unregistered owners of shares / registered Shareholders who have not received the Letter of Offer and are holding physical shares should enclose the Acceptance Form which is available on SEBI web site (www.sebi.gov.in), duly completed and signed in accordance with the instructions contained therein or an application in writing on a plain paper with original equity share certificates, original broker contract note, valid share transfer deed(s) as received from the market stating the name, address, number of Shares held, number of Shares offered, distinctive numbers and folio number. All other requirements for valid transfer (including matching of signatures) will be precondition for acceptance. No indemnity is required from the unregistered owners.

8.5 In the case of Shareholders who have sent their physical share certificates for transfer to ASAL can enclose the acknowledgement, if any, received from ASAL. The Shareholders who are attaching the acknowledgement are requested to direct ASAL in writing to retain the share certificates for onward submission to the Registrar to the Offer.

8.6 If required, Shareholders may download the Acceptance Form from the SEBI's site (www.sebi.gov.in) or may request for the Acceptance Form from the Registrar to the Offer.

PLEASE DO NOT FILL IN ANY OTHER DETAILS IN THE TRANSFER DEED EXCEPT NAME, SIGNATURE AND WITNESS.

8.7 Procedure for Shares held in dematerialized form - Registered beneficiary owners:

The beneficiary owners (holders of Shares in dematerialized form) who wish to tender their Shares will be required to send their Form of Acceptance cum Acknowledgement along with a photocopy of the delivery instructions in "off-market" mode or counterfoil of the delivery instruction in "off-market" mode, duly acknowledged by the DP in favor of the escrow depository account.

8.8 The beneficiary owners/ registered demat Shareholders who have not received Letter of Offer:

These Shareholders can apply on a plain piece of paper giving details like the name, address, number of shares held, no. of Shares offered, depository details i.e. DP name, DP ID and Client ID along with a photocopy of the delivery instructions in "off-market" mode or counterfoil of the delivery instruction in "off-market" mode, duly acknowledged by the DP in favor of the escrow depository account. Alternatively, they may download the Acceptance Form from the SEBI's site (www.sebi.gov.in) or may request for the Acceptance Form from the Registrar to the Offer. All other requirements for valid transfer (including matching of signatures) will be precondition for acceptance.

8.9 Mondkar Computers Private Limited, Registrar to the Offer, have opened an escrow depository account. The details are as under:

Depository	NSDL
Depository Participant / DP	HDFC Bank Ltd
Client ID	21945351
DP ID	IN 301151
Account Name	Gestamp – ASAL – Escrow Demat Account
ISIN	INE 900 C 01027

8.10 The Shareholders having their depository account with a DP who is registered with CDSL have to use inter-depository delivery instruction slip for the purpose of crediting their Shares in favour of the escrow depository account opened by Mondkar Computers Private Limited with HDFC Bank Ltd. which is registered with NSDL. The Shareholders may note that the credit for the Shares tendered must be received in the escrow depository account, as specified above, on or before 3 p.m. IST on Monday – July 23, 2007.

8.11 For each delivery instruction, the beneficial owner should submit a separate Acceptance Form.

8.12 The Equity Shareholders should also provide all relevant documents, which are necessary to ensure transferability of the Shares in respect of which the acceptance is being sent. Such documents may include (but are not limited to):

- Duly attested death certificate and succession certificate / No Objection Certificates **("NoC")** / letters from legal heirs (in the case of single Shareholder) where the original Shareholder has expired.
- Duly attested power of attorney, if any person other than the Shareholder has signed the Form of Acceptance cum Acknowledgement or transfer deed(s).
- In case of companies, the necessary corporate authorizations (including board and shareholders' resolutions) and specimen signatures of authorized signatories.
- Any other relevant documents, as deemed necessary.

In case of non-receipt of the aforesaid documents, but receipt of Shares in the escrow depository account on or before 3 pm of Monday – July 23, 2007, the Offer shall be deemed to be accepted provided subsequent receipt of all the relevant documents.

8.13 The Shareholders of ASAL who wish to avail of the Offer can deliver all the relevant documents referred to above to the Registrar to the Offer at the addresses given below (on all days except holidays and Sundays) in accordance with the instructions specified in the Letter of Offer.

Addresses of the Collection Centres	Contact Persons	Mode of delivery	Phone/Fax / Email
Mondkar Computers Private Limited 21, Shakil Niwas, Opp: Satya Sai Baba Temple, Mahakali Caves Road, Andheri East, Mumbai 400093	Devanand Dalvi	Hand Delivery/ Regd Post/ Speed Post/ Courier	Tel: 022 2825 7641 / 2836 6620 Fax: 022 2826 2920 Email: info@mondkarcomputers.com
Mondkar Computers PrivateLimited C/o M/S Swamini, Shop No. 4 A, Maulik Krupa Complex, Opp. Hotel Jaishri Snacks, B/H Wanas Company, Kothurd, Pune 411038	Dipanjali Pedgoankar	Hand Delivery	Tel: 020 25387588

Note: Collection centres mentioned above would remain open from (a) Monday to Friday between 10.30 am and 1.00 pm and between 2.00 pm and 4.30 pm and on (b) Saturdays between 10.30 am and 1.00 pm.

8.14 The documents sent by registered post/ speed post/ courier or through any other means will be at the applicant's own risk and cost.

8.15 All owners (registered or unregistered) of Shares of ASAL except (a) the Acquirer and (b) the Seller, anytime before closure of the Offer are eligible to participate in the Offer. Overseas Corporate Bodies [OCBs] are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

8.16 As on February 15, 2007, the Promoters held 82,96,280 equity shares [TACO held 82,96,180 equity shares and TIL held 100 equity shares] representing 81.35% of the total issued, subscribed and paid-up equity share capital of ASAL whereas the balance 19,02,261 equity shares representing 18.65% is held by the general public. As only 19,02,261 equity shares are held by the general public, Offer is being made to acquire entire 19,02,261 equity shares representing 18.65% of the paid up equity share capital of ASAL.

8.17 The minimum marketable lot for the purpose of acceptance, for both physical and demat Shares, would be one Share.

8.18 The Shares, if any, that are the subject matter of litigation wherein the Shareholder(s) is/ are / may be precluded from transferring the Shares during the pendency of the said litigation are liable to be rejected in case directions / orders from competent authority regarding these Shares are not received together with the Shares tendered under the Offer. The Letter of Offer in such cases, would be forwarded to the concerned competent authority for further action at their end. In cases where the Shares of ASAL are in the name of tainted persons or the transfer of Shares were kept in abeyance due to the inclusion of the tainted persons as declared by the Special Custodian under the Special Act, Offers will not be accepted until the Shares are cleared by the Special Court appointed for this purpose.

8.19 The Shareholders who have sent their Shares for dematerialization need to ensure that the process of getting Shares dematerialized is completed well in time so that the credit in the escrow depository account should be received on or before 3 p.m. IST on the date of closure of the Offer, else the application would be rejected.

8.20 The Registrar to the Offer will hold in trust the Share certificates, Shares lying in credit of the escrow depository account, Form of Acceptance cum Acknowledgement, if any, and the transfer form(s) on behalf of the Shareholders of ASAL who have accepted the Offer, till the Offer obligations are completed in full by the Acquirer.

8.21 In the case of dematerialized Shares, the Shares would reside in the escrow depository account as mentioned above. The Registrar to the Offer will debit the escrow depository account to the extent of payment of consideration made by the Acquirer and give instructions for the credit to the beneficiary account of the Acquirer. The Shares held in dematerialized form to the extent not accepted as a result of non-payment / part payment of consideration by the Acquirer will be released to the beneficial owner's depository account with the respective beneficial owner's depository participant as per details furnished by the beneficial owner in the Acceptance Form, at the sole risk of the beneficial owner.

8.22 In accordance with regulation 22(5A) of the Takeover Regulations, the Shareholders who have tendered the requisite documents in terms of the PA and this Letter of Offer shall have the option to withdraw acceptances tendered up to three working days prior to the closing date of the Offer. The withdrawal option can be exercised by submitting the documents as per the instructions given below so as to reach the Registrar to the Offer at the collection centers mentioned above as per the mode of delivery indicated therein on or before Wednesday – July 18, 2007.

8.23 The withdrawal option can be exercised by submitting (a) the Form of Withdrawal which will be sent to Shareholders along with the Letter of Offer and (b) the copy of the acknowledgement received from the Registrar to the Offer while tendering the acceptances together with (c) In respect of physical Shares – name, address, distinctive numbers, folio number, and number of Shares tendered and in respect of dematerialized Shares – name, address, number of Shares tendered, DP Name, DP ID, beneficiary account number and photocopy of the delivery instruction in off market mode duly acknowledged by DP. In case of nonreceipt of Form of Withdrawal, the above application can be made on a plain paper.

8.24 In case of partial withdrawal of the Offer or rejection of Shares:

- The Shareholders who have tendered Shares in physical form and wish to partially withdraw their tenders, should also enclose valid share transfer form(s) for the remaining Shares (i.e. Shares not withdrawn) duly signed as transferors by all registered Shareholders (in case of joint holdings) in the same order and as per specimen signatures registered with ASAL and duly witnessed at the appropriate place.
- The withdrawal of Shares will be available only for the share certificates / Shares that have been received by the Registrar to the Offer / escrow depository account.
- The intimation of returned Shares / rejected Shares to the Shareholders will be made at the address as specified in the Acceptance Form.
- The Form of Withdrawal should be sent only to the Registrar to the Offer, at the collection centres mentioned in para no. 8.13.
- In case of partial withdrawal of Shares tendered in physical form and the original share certificates are required to be split, the withdrawn Shares will be returned on receipt of share certificates from ASAL.
- In case of partial withdrawal of Shares / rejection of Shares tendered in demat form, the Shares withdrawn / rejected will be credited to the beneficial owner's depository account with the respective DP as furnished in the Acceptance-cum-Acknowledgment form. It is the responsibility of the Shareholder to ensure that the withdrawn Shares / unaccepted Shares are accepted by their respective DP when transferred by the Registrar to the Offer. The Shareholders should ensure that their depository account is maintained till the Offer formalities are completed.
- Partial withdrawal of tendered Shares can be done only by the registered Shareholders / beneficial owners.
- In case of partial withdrawal, the earlier Form of Acceptance-cum-Acknowledgement will stand revised to that effect.
- The Shareholders holding Shares in dematerialized form are requested to issue the necessary standing instruction for receipt of the credit in their DP account.

8.25 Transfers not lodged: In case any person has lodged Shares of ASAL for transfer and such transfer has not yet been effected, the concerned person may apply as per instruction contained in para no. 8.5 above together with the acknowledgement of the lodgement of Shares for transfer. Such persons should also instruct ASAL to send the transferred share certificate(s) directly to Mondkar Computers Private Limited at 21, Shakil Niwas, Opp: Satya Sai Baba Temple, Mahakali Caves Road, Andheri East, Mumbai 400093. The applicant should ensure that the certificate(s) reach the designated collection centre on or before the Offer closing date, else the Offer will be deemed invalid.

8.26 Dematerialization process not complete: In case any person has tendered his physical Shares in ASAL for dematerialization and such dematerialization has not yet been effected, then, the concerned Shareholder may apply in the Offer as per instructions mentioned above together with a photocopy of the completed dematerialization request form acknowledged by Shareholder's DP. Such Shareholders should ensure the credit of the Shares to the escrow depository account on or before 3 pm of Monday – July 23, 2007 and forward a copy of the delivery instructions acknowledged by the DP to the collecting centre.

8.27 The consideration for the Shares accepted by the Acquirer will be paid by crossed account payee cheques / demand drafts. Such considerations in excess of Rs. 1,500/- or unaccepted share certificates, transfer forms and other documents, if any, will be returned by registered post / speed post at the Shareholders' / unregistered owners' sole risk to the sole / first Shareholder. The consideration up to Rs. 1,500/- may be dispatched Under Certificate of Posting ("**UPC**"). It is mandatory that Shareholders provide bank account details in the Acceptance Form so that the same can be incorporated in the cheque / demand draft.

8.28 While tendering Shares under the Offer, non resident Shareholders (NRI/FII etc.) [except OCBs] will be required to submit the previous RBI / GOI approvals, if any, which they would have obtained for acquiring the Shares of ASAL and Tax Clearance Certificate ("**TCC**") from the Income Tax authorities under the Income Tax Act, 1961 ("**Income-tax Act**") indicating the rate at which the tax is required to be deducted by the Acquirer before remitting the consideration. In case previous approvals as explained above are not submitted, the Acquirer reserves the right to reject the Shares tendered in the Offer. In case the aforesaid TCC is not submitted, the Acquirer will deduct the tax at the current prevailing rates as applicable to the category of the Shareholder under the Income Tax Act on the entire consideration payable to such shareholder. Overseas Corporate Bodies [OCBs] are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

8.29 As per the provisions of Section 196D (2) of the Income Tax Act, no deduction of tax at source shall be made from any income by way of capital gains arising from the transfer of securities referred to in section 115AD of the Income Tax

Act payable to a FII as defined in section 115AD of the Income Tax Act. However the Interest payment for delay in payment of consideration, if any, shall not be governed by this provision. For interest payments, if any, FIIs shall also have to provide their TCC, indicating the amount of tax to be deducted. In absence of the same, the Acquirer will arrange to deduct tax on the interest component, at the rate as may be applicable to the category of Shareholder under the Income Tax Act.

8.30 In the case of resident Shareholders, the Acquirer will deduct the tax on the interest component exceeding Rs. 5,000/- at the current prevailing rates as applicable, if applicable. If the resident Shareholder requires that no tax is to be deducted or tax is to be deducted at a lower rate than the prescribed rate, he will be required to submit NoC from the Income Tax authorities or a self declaration in Form 15H as may be applicable indicating the rate at which tax is to be deducted by the Acquirer. The Shareholders eligible to receive interest component exceeding Rs. 5,000/- would be required to give their Permanent Account Number ("**PAN**") for income-tax purposes.

8.31 Eligible shareholders/ beneficial owners are entitled to receive interest at the rate of 10% per annum for the delay in payment of purchase consideration beyond May 15, 2007, the date by which acceptance/ rejection should have been intimated and the corresponding payment for the acquired shares and/ or the share certificates/ shares for the rejected shares should have been dispatched / returned, as per the schedule in terms of Public Announcement made on February 15, 2007.

8.32 The securities transaction tax will not be applicable to the Shares accepted in this Offer.

9. DOCUMENTS FOR INSPECTION

Copies / certified copies of the following documents will be available for inspection at the office of YES Bank Limited, 12th Floor, Discovery of India Building, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai 400 018 during normal business hours on any working day i.e. Monday to Friday between 10 am and 3 pm during the Offer period i.e. from Wednesday – July 4, 2007 to Monday – July 23, 2007.

1. Deed of incorporation of Acquirer.
2. Constitutional documents of the Acquirer.
3. Audited financial statements of the Acquirer for the years ended December 31, 2003, 2004 and 2005 and unaudited financial statements for the period ended October 31, 2006.
4. Audited Annual Reports of ASAL for the years ended March 31, 2006, 2005 and 2004 and unaudited financial statements for the 9 months period ended December 31, 2006.
5. Letter dated May 18, 2007 from HSBC Mumbai confirming transfer of funds from off shore cash escrow to domestic cash escrow account.
6. Share Purchase Agreement dated February 13, 2007 entered into between the Acquirer and TACO.
7. Letter dated February 12, 2007 received from the Acquirer that the escrow funds will be exclusively utilized for the Offer.
8. Newspaper clipping of the PA published on February 15, 2007.
9. Letter dated June 19, 2007 received from SEBI in terms of regulation 18(2).
10. Escrow Depository Agreement entered into with the Registrar to the Offer.
11. Certificate dated February 9, 2007 from Mr. Santiago Perucha Montoya, Certified Public Accountant certifying that Acquirer has adequate financial resources to finance the above mentioned acquisition, to the extent of its obligations of the Offer.
12. Letter dated September 2, 2004 issued by DSE granting approval for delisting.
13. Letter dated September 21, 2004 issued by PSE granting approval for delisting.

10. DECLARATION BY THE ACQUIRER

10.1 A copy of the draft Letter of Offer was delivered to (a) the Board of Directors of ASAL, (b) Bombay Stock Exchange Limited (c) The National Stock Exchange of India Limited for their information and perusal on March 1, 2007.

10.2 The Acquirer and the directors of Acquirer accept full responsibility for the information contained in this Letter of Offer and also for the obligations of Acquirer as laid down in regulation 22(6) of SEBI Takeover Regulations.

10.3 The Acquirer is responsible for ensuring compliance with SEBI Takeover Regulations.

10.4 The Manager to the Offer has ensured that Mr. Francisco José Riberas Mera / Mr. Juan María Riberas Mera is duly and legally authorized to sign the Letter of Offer.

For and on behalf of Gestamp Servicios, S.L

Sd/-

Authorized Signatory

Place : Madrid, SPAIN

Date : June 25, 2007

Encl: 1. Form of Acceptance cum Acknowledgement with Form of Withdrawal

2. Transfer Deed (as applicable)

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

- *Please submit this Form with enclosures to the Registrar to the Offer at their address given overleaf.*
- *Please read the enclosed Letter of Offer dated June 25, 2007 carefully before filling this Acceptance Form.*
- *All terms and expressions used herein shall have the same meaning as ascribed thereto in the Letter of Offer.*
- *Each Shareholder of ASAL to whom this Offer is being made, is free to offer his Shareholding in ASAL in whole or in part while accepting the Offer.*

OFFER	
OPENS ON	: JULY 04, 2007
CLOSES ON	: JULY 23, 2007

FORM OF ACCEPTANCE-CUM-ACKNOWLEDGEMENT

From:

Folio No./DP ID No./ Client ID No.:

To,

Mondkar Computers Private Limited
[Unit: Automotive Stampings and Assemblies Limited] 21, Shakil Niwas, Opp: Satya Sai Baba Temple, Mahakali Caves Road, Andheri East, Mumbai 400093.

Dear Sir,

Sub: Offer for purchase of upto 19,02,261 fully paid up Shares of the face value of Rs. 10/- (Rupees Ten only) each, representing 18.65% of the voting paid up equity share capital of Automotive Stampings and Assemblies Limited , at an Offer Price of Rs. 94.96 (Rupees Ninety Four and Paise Ninety Six only) per fully paid-up equity share by Gestamp Servicios, S. L.

I/We refer to the Letter of Offer dated June 25, 2007 for acquiring the Shares held by me/us in ASAL.

I/We, the undersigned, have read the Letter of Offer and understood the contents including the terms and conditions mentioned therein.

☐ **FOR SHARES IN PHYSICAL FORM**

I/We accept the Offer and enclose the original Share certificate (s) and duly signed transfer deed(s) in respect of my / our Shares as detailed below:

Sr.No	Ledger Folio No	Certificate No	Distinctive Nos		No of fully paid-up Shares
			From	To	
				Total number of Shares	

Note: Please attach an additional sheet of paper if the above space is insufficient and authenticate the same.

I/ We note and understand that the original Share certificate (s) and valid Share transfer deed(s) will be held in trust for me / us by Registrar to the Offer until the time the Acquirer completes the Offer obligations under the SEBI Takeover Regulations as mentioned in the Letter of Offer. I/ We also note and understand that the Acquirer will pay the purchase consideration only after verification of the documents and signatures.

☐ **SHARES IN DEMATERIALIZED FORM**

I/We holding Shares in the dematerialized form, accept the Offer and enclose the photocopy of the delivery instruction in "off-market" mode, duly acknowledged by the DP in respect of my/our Shares as detailed below:

DP Name	DP ID	Client ID	Beneficiary Name	No of fully paid-up Shares

I/ We have executed an off-market transaction for crediting the Shares to the escrow depository account opened by Mondkar Computers Private Limited with HDFC Bank Limited styled **"Gestamp – ASAL – Escrow Demat Account"** with the following particulars:

DP Name	DP ID	Client ID	ISIN
HDFC Bank Ltd	IN 301151	21945351	INE 900 C 01027

☐ via a delivery instruction from my account with NSDL ☐ via inter-depository delivery instruction from my account with CDSL

I/ We note and understand that the Shares would reside in the Escrow Depository Account until the time the Acquirer completes the Offer obligations under the SEBI Takeover Regulations as mentioned in the Letter of Offer

☐ **For NRIs/ FIIs/ Foreign Shareholders [except OCBs]:**

Note: OCBs are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

I/We have enclosed the following documents:

☐ No Objection Certificate / Tax Clearance Certificate from Income Tax Authorities, as applicable.

☐ RBI approval(s) for acquiring Shares of ASAL hereby tendered in the Offer.

Following documents should be enclosed wherever applicable

☐ Power of attorney

☐ Death certificate/ succession certificate/ No objection Certificate/ letters from legal heirs- duly attested

☐ Corporate authorization in case of companies along with board/ general meeting resolutions and specimen signatures of authorized signatories

☐ Others (please specify) _ __________________________

Bank details: So as to avoid fraudulent encashment in transit, the Shareholder(s) holding Shares in physical form should provide details of bank account of the first/sole Shareholder and the consideration cheque or demand draft will be drawn accordingly. For Shares that are tendered in electronic form, the bank account as obtained from the beneficiary position download to be provided by the Depositories will be considered and the payment instruments will be issued with those bank particulars only:

Name of Bank		**Branch**	
Account Number		**Current/ Savings/Others (Please specify)**	

I/We confirm that the Shares of ASAL, which are being tendered herewith by me/us under this Offer, are free from liens, charges and encumbrances of any kind whatsoever.

I/ We note and understand that once I/ We have accepted the Offer by tendering the requisite documents in terms of Public Announcement / Letter of Offer, I/ We have the option to withdraw the same up to three working days prior to the date of the closure of the Offer i.e. up to Wednesday – July 18, 2007.

I/We authorize the Acquirer to accept the Shares so offered which they may decide to accept in consultation with the Manager to the Offer and in terms of the Letter of Offer and I/We further authorize the Acquirer to return to me/us, share certificate(s) in respect of which the Offer is not found valid/not accepted, specifying the reasons thereof.

I/We authorize the Acquirer to accept the Shares so offered or such lesser number of Shares that they may decide to accept in terms of the Letter of Offer and I/We authorize the Acquirer to split / consolidate the share certificates comprising the Shares that are not acquired to be returned to me/us and for the aforesaid purposes the Acquirer is hereby authorized to do all such things and execute such documents as may be found necessary and expedient for the purpose.

I/We authorize the Acquirer and the Registrar to the Offer and the Manager to the Offer to send by registered post/speed post/under postal certificate as may be applicable at my/our risk, the draft/cheque/payment instruments, in full and final settlement of the amount due to me/us and/ or other documents or papers or correspondence to the sole/first holder at the address mentioned below.

<u>In case of Shares tendered in dematerialized form</u>

I/We authorize the Acquirer, Registrar to the Offer and the Manager to the Offer to use my details regarding my address and bank account details as obtained from my depository participant for the purpose of mailing the aforementioned instruments.

Yours faithfully,
Signed and Delivered

	Full name(s) of Shareholder(s)	**Specimen Signature(s)**	**PAN/ GIR No.**
1st/ Sole Holder			
Joint Holder 1			
Joint Holder 2			
Joint Holder 3			

Note: In case of joint holdings, all holders must sign. A corporation must affix its rubber stamp.

Address of first/ sole holder where the purchase consideration/ share certificates are to be dispatched ____________________________________

____

____

Place:

Date:

PROCEDURE FOR ACCEPTANCE

The Equity Shareholders of ASAL who wish to avail the Offer can deliver all the relevant documents referred to above to the Registrar to the Offer at the collecting centres specified below in accordance with the instructions specified in the Letter of Offer and Acceptance Form so as to reach them not later than Monday – July 23, 2007.

COLLECTING CENTRES DETAILS:

Addresses of the Collection Centres	Contact Persons	Mode of delivery	Phone/Fax / Email
Mondkar Computers Private Limited 21, Shakil Niwas, Opp: Satya Sai Baba Temple, Mahakali Caves Road, Andheri East, Mumbai 400093	Devanand Dalvi	Hand Delivery/ Regd Post/ Speed Post/ Courier	Tel: 022 2825 7641 / 2836 6620 Fax: 022 2826 2920 Email: info@mondkarcomputers.com
Mondkar Computers PrivateLimited C/o M/S Swamini, Shop No. 4 A, Maulik Krupa Complex, Opp. Hotel Jaishri Snacks, B/H Wanas Company, Kothurd, Pune 411038	Dipanjali Pedgoankar	Hand Delivery	Tel: 020 25387588

Working hours: Monday to Friday – 10.30 am to 1.00 pm and 2.00 pm to 4.30 pm. Saturdays – 10.30 am to 1.00 pm

PLEASE NOTE THAT NO SHARES / FORMS SHOULD BE SENT DIRECTLY TO THE ACQUIRER OR TO THE MANAGER TO THE OFFER

(1) **All queries** pertaining to this Offer may be directed to the Registrar to the Offer.

(2) **Shareholders holding registered Shares** should submit the Form duly completed and signed in accordance, by the holders of the Shares, along with the original equity share certificate(s) and valid equity share transfer form(s) duly signed as per the specimen signatures lodged with ASAL and duly witnessed at the appropriate place. Please do not fill in any other details in the transfer deed except name, signature and witness.

(3) **Shareholders holding Shares in dematerialized form** should submit the Form duly completed and signed in accordance with the instruction contained therein by all the beneficial holders of the Shares, as per the records of the DP.

(4) **In case of Shares held in joint names**, names should be filled up in the same order in the Form and in the transfer deed(s) as the order in which they hold Shares in ASAL, and should be duly witnessed. This order cannot be changed or altered nor can any new name be added for the purpose of accepting the Offer.

(5) **In case where the signature is subscribed by thumb impression**, the same shall be verified and attested by a magistrate, notary public or special executive magistrate or a similar authority holding a public office and authorized to use the seal of his office.

(6) **Persons who own Shares (as on the Specified Date or otherwise) but are not the registered holders** of such Shares and who desire to accept the Offer, will have to communicate their acceptance in writing to the Registrar to the Offer together with the original contract note issued by the broker, the share certificate(s), the transfer deed(s) with the buyers details not filled in and other relevant documents. In case the share certificate(s) and transfer deed(s) are lodged with ASAL / its transfer agent for transfer, then the Form shall be accompanied by the acknowledgment of lodgment with, or receipt by, ASAL /its transfer agent, of the share certificate(s) and transfer deed(s). Persons under this paragraph should

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ACKNOWLEDGEMENT SLIP

Folio No_________ _______ DP ID_______ _________ ______ Client ID__________ _______ Sr. No_______ _______

Received from Mr./Ms. ____

residing at ____

a form of acceptance cum acknowledgment for Offer of __________________ Shares of ASAL along with: ☐ Copy of depository instruction slip ☐ Share certificate(s) under folio number(s) ___________________________ along with transfer deed(s).

Stamp of Collection Center	Signature of Official, & Date of Receipt

submit their acceptance and necessary documents by registered post or speed post or courier or in person to the Registrar at their office as mentioned above.

(7) **Non-resident Shareholders** [except OCBs] should enclose copy (ies) of permission received from Reserve Bank of India to acquire Shares held by them in ASAL.

(8) **Non-resident Shareholders** [except OCBs] are advised to refer to the clause on taxation in the Letter of Offer regarding important disclosures regarding the taxation of the consideration to be received by them.

(9) **In case of bodies corporate**, certified copies of appropriate authorization (including board/shareholders' resolutions, as applicable) authorizing the sale of Shares along with specimen signatures duly attested by a bank must be annexed. The common seal should also be affixed.

(10) **All the Shareholders** should provide all relevant documents which are necessary to ensure transferability of the Shares in respect of which the acceptance is being sent. Such documents may include (but not be limited to):

(a) Duly attested death certificate and succession certificate (in case of single Shareholder) in case the original Shareholder has expired.

(b) Duly attested power of attorney if any person apart from the Shareholder has signed acceptance form or transfer deed(s).

(c) No objection certificate from any lender, if the Shares in respect of which the acceptance is sent, were under any charge, lien or encumbrance.

(11) Overseas Corporate Bodies [OCBs] are not entitled to participate in this open offer in terms of RBI letter dated March 20, 2007.

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Note: All future correspondence, if any should be addressed to the Registrar to the Offer at

Mondkar Computers Private Limited
21, Shakil Niwas, Opp: Satya Sai Baba Temple, Mahakali Caves Road
Andheri East, Mumbai 400093
Tel: 022 2825 7641 / 2836 6620, Fax: 022 2826 2920
Email: info@mondkarcomputers.com
SEBI Registration No: INR 000000 114
Contact: Ashok Gupta

FORM OF WITHDRAWAL

OFFER OPENS ON	July 4, 2007
LAST DATE FOR WITHDRAWAL	July 18, 2007
OFFER CLOSES ON	July 23, 2007

I/ We would like to withdraw my/our acceptance in terms of regulation 22(5A) of the SEBI Takeover Regulations and my/our relevant details are as follows:

☐ In respect of physical shares

Name		
Address		
Distinctive Numbers		
Folio Number		
Share Certificate Numbers	From	
	To	
Number of Shares tendered		
Number of Shares withdrawn		

Copy of acknowledgment received from the Registrar to the Offer while tendering the acceptance is being attached herewith.

☐ In respect of demat / electronic shares

Name	
Address	
Number of Shares tendered	
Number of Shares withdrawn	
DP Name	
DP ID	
Beneficiary Account Number	

Photocopy of the delivery instruction slip in off market mode duly acknowledged by DP is attached along with a copy of the acknowledgment received from the Registrar to the Offer while tendering the Shares is being enclosed herewith.

TEAR ALONG THIS LINE

ACKNOWLEDGEMENT SLIP

Folio No_________ ________ DP ID_______ _________ ______ Client ID__________ ________ Sr. No_______ ________

Received from Mr./Ms. ____

residing at ____

a form of withdrawal of Offer of_____________________________________

Shares of ASAL along with: ☐ Copy of depository instruction slip

☐ Share certificate(s) under folio number(s) ___________________________

along with transfer deed(s).

Stamp of Collection Center	Signature of Official, & Date of Receipt

— — — — — — — — — — — — — — — — — TEAR ALONG THIS LINE — — — — — — — — — — — — — — — — —

Note: All future correspondence, if any should be addressed to the Registrar to the Offer at

Mondkar Computers Private Limited
21, Shakil Niwas, Opp: Satya Sai Baba Temple, Mahakali Caves Road
Andheri East, Mumbai 400093
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SEBI Registration No: INR 000000 114
Contact: Ashok Gupta

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