

12<sup>th</sup> August, 2023**The BSE Limited**

Department of Corporate Services  
Phiroze Jeejeebhoy Towers  
Dalal Street  
Mumbai- 400001  
**Scrip Code - 520057**

**National Stock Exchange of India Ltd.**

Exchange Plaza, 5th Floor,  
Plot No. C/1, G Block  
Bandra – Kurla Complex  
Bandra (E), Mumbai 400 051.  
**Symbol – JTEKTINDIA; Series – EQ**

**Re: Update on continuing undisclosed events under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sir/Madam,

Pursuant to Regulation 30 read with Para B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, JTEKT India Limited ('the Company') hereby submits the following:

- a) Guarantee Agreement(s): Refer details of "Memorandum of Understanding on Loan Guarantee Fee" ('MOU') executed by Company with JTEKT Corporation, Japan as enclosed in **Annexure-A**.
- b) Pending litigations/ disputes: Refer details of pending litigations/ dispute as enclosed in **Annexure-B**.
- c) Technical Assistance Agreements: Refer details of Technical Assistance Agreements as enclosed in **Annexure-C**

We request you to take the same on record.

Thanking you,

Yours faithfully,

For **JTEKT India Limited**

SAURABH  
AGRAWA  
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**Saurabh Agrawal**  
**Company Secretary**

**Regd. Office :** UGF-6, Indra Prakash 21, Barakhamba Road, New Delhi - 110 001, India.  
**Tel :** +91 11 2331 1924 / 2332 7205, **Telefax :** +91 11 2332 7205  
**CIN :** L29113DL1984PLC018415, **Website :** www.jtekt.co.in

**Corporate Office :** 38/6, Delhi-Jaipur Road, NH-48, Gurugram - 122 001, Haryana, India.  
**Tel :** +91 124 468 5000, **Fax :** +91 124 410 4611.

**Details of the Guarantee Agreement**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
a)	Name(s) of parties with whom the agreement is entered	JTEKT Corporation, Japan
b)	Purpose of entering into the agreement	Corporate guarantee extended by JTEKT Corporation Japan to Company's Lenders.
c)	Size of agreement	INR 2,450 Mn
d)	Shareholding, if any, in the entity with whom the agreement is executed	16,70,59,997 Equity Shares (68.33%)
e)	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	Not Applicable; Right to appoint directors, right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc., do not arise by virtue of the referred MOU.
f)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	JTEKT Corporation, Japan is the promoter of the Company.
g)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, The transaction is done on arm's length basis and necessary approvals have been taken from the audit committee.
h)	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
i)	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	Not Applicable; The Agreement relates to providing guarantee by JTEKT Corporation, Japan.
j)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not Applicable; Nomination on the Board of Directors etc. does not arise by virtue of the referred MOU.
k)	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable;

**Annexure-B****Details of pending litigations/ dispute**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Brief details of litigation viz.	
	a. name(s) of the opposing party,	Sub-Divisional Magistrate Revenue Department, Delhi
	b. court/ tribunal/agency where litigation is filed,	Sub-Divisional Magistrate Revenue Department, Delhi
	c. brief details of dispute/litigation	Stamp Duty in connection with Scheme of Amalgamation of JTEKT Sona Automotive India Limited and JTEKT India Limited approved by Hon'ble NCLT (New Delhi) is pending for adjudication with Sub Divisional Magistrate.
	Expected financial implications, if any, due to compensation, penalty etc.	The Company has submitted an application for assessment of stamp duty in respect of the above stated scheme of amalgamation with the office of Sub Divisional Magistrate, Revenue Department Delhi. Pending this valuation the company has made an assessment of INR 151.58 Mn. on a conservative basis.
	Quantum of claims, if any	N.A.
2.	Brief details of litigation viz.	
	a. name(s) of the opposing party,	Commissioner of Custom (Appeal) Tughlkabad New Delhi
	b. court/ tribunal/agency where litigation is filed,	Commissioner of Custom (Appeal) Tughlkabad New Delhi
	c. brief details of dispute/litigation	The Company has claimed refund of custom duty paid in respect of import of reduction gear part claiming this to fall under custom tariff no. 8483 instead of custom tariff no. 8708 as claimed by the custom department.  Basic Custom duty was paid by the Company under protest. Order was issued by CESTAT in the favour of the Company. However, re-assessment of bill of entry is pending with Custom Department.
	Expected financial implications, if any, due to compensation, penalty etc.	N.A.
	Quantum of claims, if any.	INR 24.46 Mn
3.	Brief details of litigation viz.	
	a. name(s) of the opposing party,	VAT Assessing Authority, Gurugram
	b. court/ tribunal/agency where litigation is filed,	Regular benches of the Supreme Court of India
	c. brief details of dispute/litigation	The Company procured the parts/consumable outside the State of Haryana and Assessing

		<p>Authority (VAT), Gurugram demanded the Local Area Development Tax (LADT).</p> <p>The Constitutional bench of the Supreme Court vide its Order dated 11.11.2016 had directed the State Government to decide about the levying of LADT.</p> <p>The matter has not yet decided by the State Government/ Assessing Authority (VAT), Gurugram.</p>
	Expected financial implications, if any, due to compensation, penalty etc.	INR 207.42 Mn (including interest)
	Quantum of claims, if any	N.A.
4.	<p>Brief details of litigation viz.</p> <p>a. name(s) of the opposing party,</p> <p>b. court/ tribunal/agency where litigation is filed,</p> <p>c. brief details of dispute/litigation</p>	<p>Commissioner of Central Excise, Gurugram</p> <p>CESTAT, Chandigarh</p> <p>The Company has submitted the relevant documents regarding procurement of material from 100% EOU to prove that the said material was procured by the 100% EOU from the domestic market after payment of excise duty. Hence the Company is allowed to take Input Credit in respect of excise duty so paid. The matter is under litigation with the respective department.</p>
	Expected financial implications, if any, due to compensation, penalty etc.	INR 45.40 Mn (including interest and penalty)
	Quantum of claims, if any	N.A.
5.	<p>Brief details of litigation viz.</p> <p>a. name(s) of the opposing party,</p> <p>b. court/ tribunal/agency where litigation is filed,</p> <p>c. brief details of dispute/litigation</p>	<p>Commissioner of Central Excise, Gurugram</p> <p>CESTAT, Chandigarh</p> <p>Although, The Company has discharged excise duty based on valuation rules in respect of Motor Vehicle Parts supplied to its related party acting as First Stage Dealer, the department has challenged the delay in discharge of excise duty and disallowed taking of Input Credit to the related party. The Company has filed an appeal with CESTAT Chandigarh.</p>
	Expected financial implications, if any, due to compensation, penalty etc.	INR 24.80 Mn (including interest and penalty)
	Quantum of claims, if any	N.A.

6.	<p>Brief details of litigation viz.</p> <p>a. name(s) of the opposing party,</p> <p>b. court/ tribunal/agency where litigation is filed,</p> <p>c. brief details of dispute/litigation</p>	<p>Director General (GST), Intelligence, New Delhi</p> <p>CESTAT, New Delhi.</p> <p>The litigation is in respect of alleged wrong valuation of parts supplied by the Company to Maruti Suzuki India Ltd (MSIL). It was observed by "Directorate General of GST intelligence Gurgaon that MSIL had shared the Drawing / Design / Specifications without charging any amount from Company and the estimated cost of the same should have been included by the Company in the valuation of parts supplied to MSIL.</p>
	Expected financial implications, if any, due to compensation, penalty etc.	INR 51.20 Mn (including interest and penalty)
	Quantum of claims, if any	N.A.

## Technical Assistance Agreements

<b>Name of Entity (ies) with whom Agreement / JV is signed</b>	JTEKT CORPORATION, Japan (JJP)
<b>Area of Agreement</b>	Technical Know-how/ Assistance Agreement date 01 <sup>st</sup> November, 2018 valid for a period of 10 Years
<b>Domestic/International</b>	International
<b>Share exchange ratio</b>	NA
<b>Scope of Business Operation of Agreement</b>	Manufacturing of steering systems, driveline systems and components
<b>Detail of consideration paid / received in agreement</b>	Initial Royalty & Running Royalty
<b>Significant terms &amp; conditions of agreement in brief</b>	<p>(1) JJP has granted a non-exclusive right to manufacture and sell the Licensed Products within the specified "territory." to JTEKT India Limited (the Company)</p> <p>(2) The Company will produce the Licensed Product in accordance with JJP's specifications.</p> <p>(3) The Company may export the Licensed Products to areas where JJP either does not hold patent rights, does not traditionally sell the products, or has not granted exclusive rights and licenses to sell the Licensed Products to any third party.</p> <p>(4) JJP will supply the Company with Technical Information, Know-how, data, and other information, whether developed or otherwise acquired by JJP, regarding the Licensed Products.</p> <p>(5) In consideration for the rights to the Licensed Products, the Company will pay a Royalty to JJP.</p> <p>(6) Payment of initial royalty of JPY 74.49 million and payment of running royalty at the rate of 5% of the net selling price.</p>
<b>Size of the entity</b>	JTEKT Corporation, Japan consolidated revenue for FY 22-23 is Rs. 99,010 Crores
<b>Rationale and benefit expected</b>	Technical specifications, drawings & designs

<b>Name of Entity (ies) with whom Agreement / JV is signed</b>	JTEKT CORPORATION, Japan (JJP)
<b>Area of Agreement</b>	Technical Know-how/ Assistance Agreement dated 10 <sup>th</sup> April, 2008 including the supplementary agreement 25 <sup>th</sup> May, 2016 valid up to 29 <sup>th</sup> February, 2040
<b>Domestic/International</b>	International
<b>Share exchange ratio</b>	NA
<b>Scope of Business Operation of Agreement</b>	Manufacturing of steering systems, driveline systems and components
<b>Detail of consideration paid / received in agreement</b>	Development expenses and running royalty
<b>Significant terms &amp; conditions of agreement in brief</b>	<p>(1) JJP has granted a non-exclusive right to manufacture and sell the Licensed Products within the specified "territory." to JTEKT India Limited (the Company)</p> <p>(2) The Company will produce the Licensed Product in accordance with JJP's specifications.</p> <p>(3) The Company may export the Licensed Products to areas where JJP either does not hold patent rights, does not traditionally sell the products, or has not granted exclusive rights and licenses to sell the Licensed Products to any third party.</p> <p>(4) JJP will supply the Company with Technical Information, Know-how, data, and other information, whether developed or otherwise acquired by JJP, regarding the Licensed Products.</p> <p>(5) In consideration for the rights to the Licensed Products, the Company will pay a Royalty to JJP.</p> <p>(6) Payment of initial development expenses of JPY 37.595 Running royalty at the rate of 5% of the net selling price.</p>
<b>Size of the entity</b>	JTEKT Corporation, Japan consolidated revenue for FY 22-23 is Rs. 99,010 Crores.
<b>Rationale and benefit expected</b>	Technical specifications, drawings & designs

<b>Name of Entity (ies) with whom Agreement / JV is signed</b>	JTEKT CORPORATION, Japan (JJP)
<b>Area of Agreement</b>	Technical Know-how/ Assistance Agreement dated 01 <sup>st</sup> August , 2019 valid up to 01 <sup>st</sup> August , 2029
<b>Domestic/International</b>	International
<b>Share exchange ratio</b>	NA
<b>Scope of Business Operation of Agreement</b>	Manufacturing of steering systems, driveline systems and components
<b>Detail of consideration paid / received in agreement</b>	Initial Royalty & Running Royalty
<b>Significant terms &amp; conditions of agreement in brief</b>	<p>(1) JJP has granted a non-exclusive right to manufacture and sell the Licensed Products within the specified "territory." to JTEKT India Limited (the Company)</p> <p>(2) The Company will produce the Licensed Product in accordance with JJP's specifications.</p> <p>(3) The Company may export the Licensed Products to areas where JJP either does not hold patent rights, does not traditionally sell the products, or has not granted exclusive rights and licenses to sell the Licensed Products to any third party.</p> <p>(4) JJP will supply the Company with Technical Information, Know-how, data, and other information, whether developed or otherwise acquired by JJP, regarding the Licensed Products.</p> <p>(5) In consideration for the rights to the Licensed Products, the Company will pay a Royalty to JJP.</p> <p>(6) Payment of initial royalty of JPY 178.64 million and running royalty 5%</p>
<b>Size of the entity</b>	JTEKT Corporation, Japan consolidated revenue for FY 22-23 is Rs. 99,010 Crores
<b>Rationale and benefit expected</b>	Technical specifications, drawings & designs



<b>Name of Entity (ies) with whom Agreement / JV is signed</b>	JTEKT CORPORATION, Japan (JJP)
<b>Area of Agreement</b>	Technical Know-how/ Assistance Agreement dated 6 <sup>th</sup> November, 2018
<b>Domestic/International</b>	International
<b>Share exchange ratio</b>	NA
<b>Scope of Business Operation of Agreement</b>	Manufacturing of steering systems, driveline systems and components
<b>Detail of consideration paid / received in agreement</b>	Development expenses and running royalty
<b>Significant terms &amp; conditions of agreement in brief</b>	<p>(1) JJP has granted a non-exclusive right to manufacture and sell the Licensed Products within the specified "territory." to JTEKT India Limited (the Company)</p> <p>(2) The Company will produce the Licensed Product in accordance with JJP's specifications.</p> <p>(3) The Company may export the Licensed Products to areas where JJP either does not hold patent rights, does not traditionally sell the products, or has not granted exclusive rights and licenses to sell the Licensed Products to any third party.</p> <p>(4) JJP will supply the Company with Technical Information, Know-how, data, and other information, whether developed or otherwise acquired by JJP, regarding the Licensed Products.</p> <p>(5) In consideration for the rights to the Licensed Products, the Company will pay a Royalty to JJP.</p> <p>6) Payment of initial royalty of JPY 37.80 million and payment of running royalty at the rate of 4% of the net selling price.</p>
<b>Size of the entity</b>	JTEKT Corporation, Japan consolidated revenue for FY 22-23 is Rs. 99,010 Crores.
<b>Rationale and benefit expected</b>	Technical specifications, drawings & designs