



JTEKT INDIA LIMITED

21th December, 2023

The BSE Limited

Department of Corporate Services
Floor 1, New Trading Ring
Rotunda Building, P.J Towers
Dalal Street, Fort
Mumbai 400 001

Scrip Code - 520057

Listing Compliance**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

Sub: Update on Scheme of Amalgamation between JTEKT Fuji Kiko Automotive India Limited (“Amalgamating Company”) and JTEKT India Limited (“Amalgamated Company”) and their respective shareholders and creditors under Sections 230 to 232 of the Companies Act, 2013 (“Scheme”)

Ref: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir(s),

In continuation of our letter dated 13th December, 2023 regarding update on Scheme of Amalgamation.

Please find attached herewith certified copy of the Order of the Hon’ble National Company Law Tribunal (‘NCLT’), New Delhi, approving the Scheme of Amalgamation between JTEKT Fuji Kiko Automotive India Limited (“Amalgamating Company”) and JTEKT India Limited (“Amalgamated Company”) and their respective shareholders and creditors under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

The copy of the order is being made available on the Company’s website, at www.jtekt.co.in.

Kindly take the same in your records.

Thanking you,

Yours faithfully

For **JTEKT India Limited**

Saurabh Agarwal
Company Secretary
M. No. - A36163

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.



NATIONAL COMPANY LAW TRIBUNAL: NEW DELHI
COURT-II

COMPANY PETITION NO. (CAA)-37(ND)/2023

CONNECTED WITH

COMPANY APPLICATION NO. CA (CAA)-113(ND)/2022

In the matter of:

**JTEKT FUJI KIKO AUTOMOTIVE
INDIA LIMITED**

... Applicant No.1 /Transferor Company

WITH

JTEKT INDIA LIMITED

... Applicant No.2 /Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Order Delivered on: 12.12.2023

Section: 230 to 232 of the Companies Act, 2013

CORAM

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)

SH. L. N. GUPTA, HON'BLE MEMBER (T)

PRESENT

For the Applicant : Sr. Adv. Neeraj Malhotra, Adv. Aditya, Adv.

Nimish Gupta

For the RD : Adv. Adv. Shankari Mishra

For the OL : Ms. Hemlata Rawat

For the ITO : None



1242
Date of Presentation
of application for Copy 13/12/23
20
Copying Fee 5/-
Page Fee
Total ₹ 140 + 20 = 210
Date of Receipt & Balance Paid on 18/12/23
Record of Copy 23
Date of Preparation of Copy 19/12/23
Date of Delivery of Copy 19/12/23
19/12/23



ORDER

PER: SH. L. N. GUPTA MEMBER (T)

This Petition is preferred by the Transferor and Transferee Companies jointly under Section 230 to 232 of the Companies Act, 2013 read with the Companies (Compromise, Arrangements, and Amalgamations) Rules, 2016 for approval of the Scheme of Amalgamation (hereinafter referred to as '**Scheme**'), as contemplated between the Companies, its Shareholders and Creditors. A copy of the Scheme has been placed on record. The details of the Companies proposed to be amalgamated, as placed on record, are given in the following paragraphs.

2. M/s JTEKT Fuji Kiko Automotive India Limited (hereinafter, referred to as "the Petitioner No. 1/Transferor Company") having CIN U35122DL2007PLC 166496 is a company incorporated under the Companies Act, 1956. The registered office of the Transferor Company is situated at UGF-6, Indraprakash, 21 Barakhamba Road, New Delhi-110001.

3. JTEKT India Limited (hereinafter referred to as the "Petitioner No. 2/Transferee Company") having CIN L29113DL1984PLC018415 is a Company incorporated under the provisions of the Companies Act, 1956, the Transferee Company No. is having its registered office at UGF-6, Indraprakash, 21 Barakhamba Road, New Delhi-110001.





4. The present Petition has been filed jointly by both the Transferor Company and Transferee Company. **Both the ‘Transferor’ and ‘Transferee’ Companies together are called ‘Petitioner Companies’ hereinafter.** The Registered offices of both the Companies being in Delhi, the jurisdiction lies with this Bench.

5. From the records, it is seen that the First Motion petition was filed by the Petitioner Companies for seeking directions for dispensing with the meeting of Equity Shareholders, Secured Creditors, and Unsecured Creditors of both the Company. This Tribunal in the First Motion Application bearing No. CO. APPL. (CAA) 113/ND/2022 vide Order dated 18.01.2023, had issued directions to convene the meeting of Unsecured Creditors of the Transferor Company and Equity Shareholders, Secured Creditors & Unsecured Creditors of the Transferee Company. Rest all the meetings were dispensed with. The Chairman of the meetings has filed its report dated 25.05.2023 stating that the Scheme has been passed with the requisite majority. The “Appointed date” as per clause 1.2.5 of the Proposed Scheme of Amalgamation is 01.04.2022.

6. Subsequently, the Second Motion petition was moved by the Petitioner Companies in connection with the Scheme of Amalgamation for issuance of notices to the Central Government, Registrar of Company NCT of Delhi & Haryana, Regional Director (Northern Region) MCA, Income Tax Authorities, Official Liquidator and to such other Objector(s), if any, and also for publication of the said Scheme. Directions were issued, vide Order dated



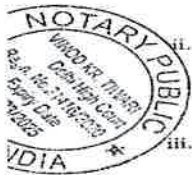


27.07.2023, of this Tribunal, requiring the Petitioner Companies to carry out a necessary publication about the said Scheme in Business Standard” (English) and Veer Arjun (Hindi) newspapers. It is submitted by the Petitioner Companies that in compliance with the above-stated directions, the Petitioner Companies duly filed an Affidavit of Service confirming that the aforesaid Notices of the present Company Petition were published in the “Business Standard” (English) and Veer Arjun (Hindi) on 03.08.2023.

7. Accordingly, the RD has filed its report dated 11.09.2023 enclosing therewith the following observations of RoC:

10. That as per Clause 32 of the ROC Report dated 05.09.2023, following observation was raised:

- “In case of Transferee Company, auditor in his report for the F.Y ended 31.03.2022 stated that title deed of some of the Immovable properties are not in name of the company. Hence, clarification may be sought in this regard.
- In case of Transferee Company, auditor in his report for the F.Y ended 31.03.2022 stated that statutory dues which are not paid due to some dispute amounting to Rs. 988.31 Lacs.
- As per auditor's report of Transferee Company for the F.Y ended 31.03.2022, the auditor has reported Key Audit Matter-Revenue Recognition as under:
 - i. As disclosed in Note 23 and 24 to the Standalone Financial Statements, the company's revenue for the year ended 31 March 2022 was INR 162,083.54 Lakhs (previous year INR 135,798.25 Lakhs).
 - ii. Revenue is recognized in accordance with accounting policies as detailed in “Significant accounting policies” in the Standalone Financial Statements.
 - iii. Revenue is significant to the Standalone Statement of Profit and Loss and is one of key performance indicators of the company.
 - iv. There may be misstatements related to revenue recognition due to which the completeness, existence and accuracy of revenue recognition is identified as a key audit matter.
- Refer to Clause 6 of Chapter IV of the scheme, the Amalgamated company may kindly be directed to comply with the provision of section 232(3)(i) of the Companies Act, 2013 in regard to fee payable on its revised authorized share capital, if applicable.”





8. The Petitioner Companies have filed a reply to the observations of the RoC contained in the RD's Report. The relevant extracts of the reply filed by the Petitioner Companies read thus:

1. That I am the Constituted and Authorized Representative of the Petitioner/Transferee Company and duly authorized by the Board of the Directors of the Petitioner/Transferee Company to depose this Affidavit.
2. I state that the present Affidavit in Reply is being filed by the Petitioner/Transferee Company to the Representation Affidavit dated 11th September, 2023 of the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi ("Representation Affidavit").
3. I state that at paragraph 10 of the Representation Affidavit, the Regional Director has referred to the following observation of the Registrar of Companies, NCT of Delhi & Haryana ("ROC"):-

"In case of Transferee Company, auditor in his report for the F.Y. ended 31.03.2022 stated that title deed of some of the Immovable properties are not in the name of the company. Hence, clarification may be sought in this regard".

In connection with the aforesaid observation of the ROC, for the convenience of this Hon'ble Tribunal, the relevant extract from the auditor's report on the financial statement of the Petitioner/Transferee Company for the financial year ended 31st March, 2022 is annexed hereto and marked as ANNEXURE "1".





4. I state that with respect to the freehold land and building at Bawal, Haryana, the said property was registered in the name of JTEKT Sona Automotive India Limited (“JSAI”). JSAI was amalgamated with the Petitioner/Transferee Company pursuant to the Order dated 7th March, 2019, passed by this Hon’ble Tribunal. Accordingly, the Petitioner/Transferee Company has submitted application to the Haryana State Industrial & Infrastructure Development Corporation Limited, for transfer/mutation of the said property from JSAI to the Petitioner/Transferee Company and such application is pending with the aforesaid authority. Upon completion of the transfer of the aforesaid property in the name of the Petitioner/Transferee Company, the financial statement of the Petitioner/Transferee Company will accordingly be updated, as required under law.

5. As regards the land situated in the state of Gujarat, the title deed of the said land is in the name of Sona Steering Systems Limited, the name under which the Petitioner/Transferee Company was originally incorporated on 14th June, 1984. The relevant certificates as regards the change in the name of the Petitioner/Transferee Company are annexed hereto and marked as ANNEXURE “2” (COLLY). It is further stated that the Petitioner/Transferee Company is currently in the process of getting the name changed in the land records to JTEKT India Limited i.e. the current name of the Petitioner/Transferee Company and has applied to the Rural Land Record, Revenue



INDIA





Department, Gujarat in this regard. Upon completion of such application process, the Petitioner/Transferee Company shall update its financial statement, as required under law.

6. The Regional Director has at paragraph 10 of the Representation Affidavit referred to the following observation of the ROC:-

"In case of Transferee Company, auditor in his report for the F.Y. ended 31.03.2022 stated that statutory dues which are not paid due to some dispute amounting to Rs.988.31 Lacs".

In connection with the above observation, for the convenience of this Hon'ble Tribunal, the relevant extract from the financial statement of the Petitioner/Transferee Company for the financial year ended 31st March, 2022 is annexed hereto and marked as ANNEXURE "3". In this regard, I state that the said proceedings referred to at ANNEXURE "3" are presently pending with the authorities/court as set out at ANNEXURE "3". The Petitioner/Transferee Company undertakes, that subject to exercise of available appellate remedies, it shall make payment of the determined amount upon final order being passed with respect to the dues towards statutory payments. This undertaking be taken on record by this Hon'ble Tribunal.



The Regional Director has further at paragraph 10 of the Representation Affidavit referred to the following observations of the ROC:-





"As per auditor's report of Transferee Company for the F.Y ended 31.03.2022, the auditor has reported Key Audit Matter-Revenue Recognition as under:-

- i. As disclosed in Note 23 and 24 to the Standalone Financial Statements, the company's revenue for the year ended 31 March 2022 INR 162,083.54 Lakhs (previous year INR 135798.25 Lakhs).*
- ii. Revenue is recognized in accordance with accounting policies as detailed in "Significant accounting policies" in the Standalone Financial Statements.*
- iii. Revenue is significant to the Standalone Statement of Profit and Loss and is one of key performance indicators of the company.*
- iv. There may be misstatements related to revenue recognition due to which the completeness, existence and accuracy of revenue recognition is identified as a key audit matter."*

In connection with the above, I state that the aforesaid statements of the statutory auditor are set out in the Independent Auditor's Report in the financial statement of the Petitioner/ Transferee Company for the financial year ended 31st March, 2022. The relevant extracts from the financial statement of the



Petitioner/Transferee Company for the financial year ended 31st March, 2022 is annexed hereto and marked as ANNEXURE "4". I further state that Note 23 and 24 refers to the "revenue from operations" and "other income" of the Petitioner/ Transferee Company which matters are considered by the statutory auditor as key audit matters in terms of SA 701-Communicating Key Matters as prescribed by the Institute of Chartered Accountants of India. Accordingly, these items are key audit matters and hence, set out as matters of fact in the Independent Auditor's Report along with how such matters have been addressed by the statutory auditor in the course of audit. I respectfully state that the Regional Director has merely set out the statement of the statutory auditor with respect to the key audit matters without any qualification or reservation thereto. I further respectfully state that the statutory auditor's have also stated that the special audit procedure has been performed by them, to ensure the accuracy and correctness of reporting of revenues and other income by the Petitioner/ Transferee Company and there are no qualification or adverse comments. The relevant extracts of SA-701 is annexed hereto and marked as ANNEXURE "5".

I state with further reference to paragraph 10 of the Representation Affidavit, that the Petitioner/Transferee Company undertakes to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 with respect to the differential fee payable on its revised combined authorized share capital.





9. From the Report of RD, it is observed that there is no material observation/objection raised by RD about the scheme of Amalgamation per se. One of the observations made by RoC is that the Transferee Company has statutory dues which are not paid. In reply, the Transferee Company has stated that it will pay all pending statutory dues after exercising all Appellate jurisdiction and as per final orders in those proceedings. In our view, the Transferee Company would be in existence post-amalgamation. Further, the scheme does not come in the way of the statutory authorities to recover any of those dues. All the contentions of the parties shall remain open before the relevant fora, where disputes are pending.

10. On Perusal of the observations of the RD/RoC it is observed that RD/RoC has not commented adversely on any of the clauses of the Scheme proposed by the Petitioner Companies. Hence, it is presumed that there is no such clause of the Scheme, which could be deemed as oppressive. Further, the RD has not expressly recommended the rejection of the scheme. In our view, the Petitioner Companies had given a satisfactory reply, in furtherance of which no other objection was raised by the RD or its counsel during the hearing.

11. The Income Tax Department has filed its Report dated 26.09.2023, the contents of which reads thus:





Office of the Asst. Commissioner of Income Tax, Circle-13(1)
Room No. 316A, 3rd Floor, C. R. Building, I.P. Estate, New Delhi-110002
Mail- delhi.dcit13.1@incometax.gov.in

F. No. DCIT/Circle-13(1)/NCLT/2023-24/ 533

Dated: 26.09.2023

Report in response to the notice received from NCLT on the proposed amalgamation of M/s. JTEKT Fuji Kiko Automotive India Limited (PAN- AALCS0656E) (Transferor Company) with M/s. JTEKT India Ltd. (PAN- AABCS7787C) (Transferee Company).

S.No	Important Components of the proposal	Observations of the AO
1	Details of Proposal u/s 230 to 234 of the Companies Act, 2013	Amalgamation of M/s. JTEKT Fuji Kiko Automotive India Limited (PAN- AALCS0656E) (Transferor Company) with M/s. JTEKT India Ltd. (PAN- AABCS7787C) (Transferee Company)
2	Details of rationale and benefit as stipulated in the scheme	<p>The proposed scheme in the case of M/s. JTEKT India Ltd. (PAN- AABCS7787C) (Transferee Company) are as follows:</p> <ol style="list-style-type: none"> The Amalgamating Company is a joint venture between the Amalgamated Company and Fuji Kiko Japan which is a wholly owned subsidiary of JTEKT Corporation. Apart from essentially being under one management, both the Amalgamating Company and the Amalgamated Company also have business and operational synergies. The Amalgamating Company is primarily engaged in making Columns / Column Parts which is in turn an input for steering systems manufactured by the Amalgamated Company. The proposed consolidation will bring this entire value chain under one umbrella, driving sharper focus for smooth and efficient management of the value chain requirements with scale and agility. It will lead to cost savings owing to more focused operational efforts, rationalization, standardization and simplification of business processes, elimination of duplication and rationalization of administrative expenses. It will help in achieving consolidation, greater integration and flexibility that will maximize overall shareholder's value and improve the competitive position and negotiating power of the combined entity. It will improve organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry. It will result in reduction of multiplicity of entities, thereby reducing compliances cost of multiple entities viz., statutory filings, regulatory compliances, labour law/ establishment related compliances.
3	Manner of the scheme as well as parties involved	<ul style="list-style-type: none"> Scheme of amalgamation of M/s. JTEKT Fuji Kiko Automotive India Limited (PAN- AALCS0656E) (Transferor Company) with M/s. JTEKT India Ltd. (PAN- AABCS7787C) (Transferee Company) Number of Companies are involved- 2 (Two)
4	Share exchange	<ul style="list-style-type: none"> "For every 100 equity shares of Amalgamating Company of face value of





	ratio and other consideration	<p>INR. 10/- each held in Amalgamating Company, every equity shareholder of the Amalgamating Company other than Amalgamated Company, shall without any application, act or deed, be entitled to receive 200 equity shares of face value INR. 1/- each of the Amalgamated Company, credited as fully paid up on the same terms and conditions of issue as prevalent in Amalgamating Company"</p> <ul style="list-style-type: none"> Upon the scheme becoming effective, 50,99,993 Equity Shares of the Amalgamating Company held by the Amalgamated Company as investments, shall stand cancelled on the effective date without any further act, instrument or deed and no share of the Amalgamated Company shall be allotted or issued in lieu of such cancellation. 														
5	Capital or debt re-structuring rationale	<ul style="list-style-type: none"> There is no change in the share capital structure of the M/s. JTEKT India Ltd. (PAN- AABCS7787C) (Transferee Company) since 6th July, 2022. <table border="1"> <thead> <tr> <th>Particulars</th> <th>Amount (In INR)</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Authorized Share Capital</td> </tr> <tr> <td>87,10,00,000 equity shares of INR 1/- each</td> <td>87,10,00,000</td> </tr> <tr> <td colspan="2" style="text-align: center;">Issued, Subscribed and Paid-up Share Capital</td> </tr> <tr> <td>24,44,80,469 equity shares of INR 1/- each</td> <td>24,44,80,469</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Upon this scheme becoming effective and upon the vesting and transfer of the Amalgamating Company in the Amalgamated Company pursuant to the terms of this Scheme, the entire authorized share capital of the Amalgamating Company shall stand transferred from the authorized share capital of the Amalgamating Company to the authorized share capital of the Amalgamated Company. <p>The authorized share capital of the Amalgamated Company shall stand increased by an amount of INR. 12,00,00,000 (Rs. Twelve Crore). <i>"The Authorized Share Capital of the Company is Rs. 99,10,00,000 (Rs. Ninety Nine Crores Ten Lacs only) divided into 99,10,00,000 number of Equity Shares of Re. 1/- (Rupee One) each."</i> </p>	Particulars	Amount (In INR)	Authorized Share Capital		87,10,00,000 equity shares of INR 1/- each	87,10,00,000	Issued, Subscribed and Paid-up Share Capital		24,44,80,469 equity shares of INR 1/- each	24,44,80,469				
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24,44,80,469 equity shares of INR 1/- each	24,44,80,469															
6	Amount due to unsecured creditor and its management	<ol style="list-style-type: none"> The amount due to the secured creditors of the Amalgamated Company as on 31st October, 2022 is INR 1,73,07,692/-. The amount due to unsecured creditors of the Amalgamated Company, as on 31st October, 2022 is INR 2,34,05,71,620.48. <table border="1"> <thead> <tr> <th>Company</th> <th>No of Share Holder</th> <th>% of Shareholders given consent</th> <th>No of Secured Creditors</th> <th>% of Secured Creditors given consent (in value)</th> <th>No. of Unsecured Creditors</th> <th>% of Unsecured creditors given consent (in value)</th> </tr> </thead> <tbody> <tr> <td>Transferor Company</td> <td>51,062</td> <td>Not obtained</td> <td>2</td> <td>Not obtained</td> <td>733</td> <td>Not obtained</td> </tr> </tbody> </table>	Company	No of Share Holder	% of Shareholders given consent	No of Secured Creditors	% of Secured Creditors given consent (in value)	No. of Unsecured Creditors	% of Unsecured creditors given consent (in value)	Transferor Company	51,062	Not obtained	2	Not obtained	733	Not obtained
Company	No of Share Holder	% of Shareholders given consent	No of Secured Creditors	% of Secured Creditors given consent (in value)	No. of Unsecured Creditors	% of Unsecured creditors given consent (in value)										
Transferor Company	51,062	Not obtained	2	Not obtained	733	Not obtained										
7	Details of appointed date and effective date	<p>Appointed date- means 1st April, 2022 or such other date as may be approved by the NCLT.</p> <p>Effective date- means the Scheme shall become effective from the Appointed Date but shall be operative from the Effective Date, i.e., the date on which the Scheme shall become effective pursuant to Clause 10 of the Scheme.</p>														
8	Details of pendency of investigation of proceedings, if any reported.	<p>No investigation proceedings have been instituted and/or are pending against the Amalgamating Company and the Amalgamated Company under the Act. Details of other litigations/proceedings which have been filed against the Amalgamated Company, its promoters and directors in relation to the business of the Amalgamated Company in the usual course of business/ operations of the Amalgamated Company.</p> <p>In addition, as on the date of this notice, no winding up proceedings are pending against the Amalgamating Company and the Amalgamated Company.</p>														





9	Details of movable and immovable assets along with reason and basis for revaluation, if any.	<p>a) all assets of the Undertaking of the Amalgamating Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Amalgamated Company and shall become the property and an integral part of the Amalgamated Company.</p> <p>b) All movable properties of the Undertaking of the Amalgamating Company, other than those specified in sub-clause (i) above, including but not limited to, sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits, all kind of banking accounts including but not limited to current and saving accounts, term deposits, with any Governmental Authorities or any other bodies and/ or customers or any other person, whether recoverable in cash or in kind or for value to be received, bank balances, if any, shall without any further act, instrument or deed, become the property of the Amalgamated Company.</p> <p>c) All immovable properties of the Undertaking of the Amalgamating Company, if any, including but not limited to, land together with the buildings and structures standing thereon, whether freehold, leasehold, licensed or otherwise, and all documents inter-alia, the immovable properties enlisted in Schedule I to the Scheme, shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Amalgamated Company.</p>
10	Whether the proposed scheme will impact exemption under the capital gain tax?	As per Scheme
11	Whether the proposed scheme will impact allowability of carry forward business loss or unabsorbed depreciation or any other benefit under the Act?	NO
12	Whether the proposal requires communication to the Officer having jurisdiction over proposed amalgamated company? If yes, brief summary may be recorded.	No





13	Details of proceedings pending against amalgamating company	In case of M/s. JTEKT India Ltd. (PAN- AABCS7787C) (Transferee Company) following proceedings are pending:-																																				
		<table border="1"><thead><tr><th>S.No.</th><th>Particulars</th><th>A.Y.</th></tr></thead><tbody><tr><td>1</td><td>Adjustment u/s 143(1)(a)</td><td>2018-19</td></tr><tr><td>2</td><td>Assessment proceeding u/s 143(3)</td><td>2016-17</td></tr><tr><td>3</td><td>Assessment proceeding u/s 143(3)</td><td>2017-18</td></tr><tr><td>4</td><td>Assessment proceeding u/s 143(3)</td><td>2018-19</td></tr><tr><td>5</td><td>Adjustment u/s 143(1)(a)</td><td>2022-23</td></tr><tr><td>6</td><td>Adjustment u/s 143(1)(a)</td><td>2019-20</td></tr><tr><td>7</td><td>Assessment proceeding u/s 143(3)</td><td>2016-17</td></tr><tr><td>8</td><td>Assessment proceeding u/s 143(3)</td><td>2015-16</td></tr><tr><td>9</td><td>Penalty Proceedings</td><td>2016-17</td></tr><tr><td>10</td><td>Assessment proceeding u/s 143(3)</td><td>2020-21</td></tr><tr><td>11</td><td>Assessment proceeding u/s 143(3)</td><td>2022-23</td></tr></tbody></table>	S.No.	Particulars	A.Y.	1	Adjustment u/s 143(1)(a)	2018-19	2	Assessment proceeding u/s 143(3)	2016-17	3	Assessment proceeding u/s 143(3)	2017-18	4	Assessment proceeding u/s 143(3)	2018-19	5	Adjustment u/s 143(1)(a)	2022-23	6	Adjustment u/s 143(1)(a)	2019-20	7	Assessment proceeding u/s 143(3)	2016-17	8	Assessment proceeding u/s 143(3)	2015-16	9	Penalty Proceedings	2016-17	10	Assessment proceeding u/s 143(3)	2020-21	11	Assessment proceeding u/s 143(3)	2022-23
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10	Assessment proceeding u/s 143(3)	2020-21																																				
11	Assessment proceeding u/s 143(3)	2022-23																																				
14	Details of tax demand pending for recovery	In case of M/s JTEKT India Ltd. (PAN: AABCS7787C) (Transferee Company), there was an outstanding demand of Rs. 82,79,830/- u/s 143(1) for FY relevant to AY 2021-22. It is pertinent to mention here that assessment u/s 143(2) is pending for AY 2021-22. However, the assessee company has deposited a sum of Rs. 16,55,966/-, being 20% of the outstanding demand of Rs. 82,79,830/-, vide Challan No. 17672 dated: 22.09.2023.																																				
15	Remarks about objection to the scheme or any representation to NCLT to protect the interest of Revenue.	As per Indemnity Bond																																				

Considering the above facts and indemnity bond submitted by the assessee, NOC may be granted.

12. As per the Report of the Income Tax Department there is a pending demand as detailed in Serial No. 14 (ibid) against the Transferee Company. Since the Transferee Company would be in existence post-amalgamation, the demand amount would be still recoverable by the Income Tax Department from the Transferee Company. The Income Tax Department would be at liberty to recover its dues from the Transferee Company as per law.





ND.FED.FID/ S2024/06.04.4808/2023-24

Copy forwarded for information and necessary action to
Director, M/s JTEKT India Ltd., 3-C, UGF-6, Indra Prakash 21, Barakhamba Road,
New Delhi - 110001.

Yours faithfully


(Sidevi K.)
Assistant General Manager

14. The OL has also filed its report dated 05.09.2023 and has not raised any objection towards the approval of the proposed Scheme. The relevant excerpts of the OL's report read thus:

"14. That the Official Liquidator on the basis of information submitted by the Petitioner Companies is of the view that the affairs of the aforesaid Transferor Company do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest as per the provisions of the Companies Act, 2013."

15. Given the foregoing facts and discussion and upon considering the approval accorded by the Members and Creditors of both the Petitioner Companies to the proposed Scheme and no sustainable objections having been raised by the Office of the Official Liquidator, Regional Director (North), Income Tax Department, RBI or any other interested party, there does not appear to be any impediment in granting sanction to the proposed Scheme. **Subject to the Petitioner Companies complying with the requirement of various laws including the rules, regulations, and guidelines prescribed by RBI and Foreign Exchange Management Act 1999, sanction is hereby**





granted to the Scheme of Amalgamation proposed by the Petitioner Companies under Section 230 to 232 of the Companies Act, 2013. The sanctioned Scheme of Amalgamation shall be binding on both the Transferor Company and Transferee Company (Petitioner Companies) and their Shareholders and Creditors. The Petitioner Companies shall remain bound to comply with all the statutory requirements in accordance with law.

16. Notwithstanding the above, if there is any deficiency found or violation committed qua any enactment, statutory rule, or regulation, the sanction granted by this Authority to the Scheme will not come in the way of action to be taken, albeit, in accordance with law, against the concerned persons, Directors, and Officials of the Petitioner Companies.

17. While approving the Scheme as above, it is clarified that this Order should not be construed as an order in any way granting exemption from payment of Stamp Duty, Taxes or other statutory dues, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement, which may be specifically required under any law. Further the approval of the Scheme would in no manner affect the tax treatment of the transactions under the Income Tax Act, 1961 or serve as any exemption or defence for the Petitioner Companies against tax treatment in accordance with the provisions of Income Tax Act, 1961 and Foreign Exchange Management Act, 1999, and the rules and regulations made thereunder.





18. **THIS TRIBUNAL FURTHER DIRECTS** with respect to Transferor Company and Transferee Company, that:

- (i) Upon the sanction becoming effective from the appointed date of amalgamation i.e., 01.04.2022, the Transferor Company shall stand dissolved without undergoing the process of winding up.
- (ii) All benefits, entitlements, incentives and concessions under incentive schemes and policies that the Transferor Company are entitled to including under Customs, Excise, Service Tax, VAT, Sales Tax, GST and Entry Tax and Income Tax laws, subsidy receivables from Government, grant from any governmental authorities, direct tax benefit/exemptions/ deductions, shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferee Company as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions;
- (iii) All contracts of the Transferor Company, which are subsisting or having effect immediately before the Effective Date, shall stand transferred to and vested in the Transferee Company and be in full force and effect in favor of the Transferee Company and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obliged thereto;
- (iv) All the employees of the Transferor Company shall be deemed to have become the employees and the staff of the Transferee Company with effect from the Appointed Date, and shall stand transferred to the Transferee Company without any interruption of service and on the terms and conditions no less favorable than those on which they are engaged by the Transferor Company, as on the Effective Date,





including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans and any other retirement benefits;

- (v) All liabilities of the Transferor Company, shall, pursuant to the provisions of section 232(4) and other applicable provisions of the Company Act, 2013, to the extent they are outstanding as on the Effective Date, without any further act, instrument or deed stand transferred to and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations etc. as the case may be, of the Transferee Company and shall be exercised by or against the Transferee Company, as if it had incurred such liabilities.
- (vi) All proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company.
- (vii) The Income Tax department is permitted to retain its recourse for recovery in respect of demand and any other future liabilities of the transferor Company as well as the transferee company, in respect of the assets sought to be transferred under the proposed scheme.
- (viii) The Transferee Company will clear all the pending statutory dues after exercising all Appellate jurisdiction and as per final orders. The scheme shall not come in the way of the statutory authorities to recover any of their dues. All the contentions of the parties shall remain open before the relevant fora, where disputes are pending.
- (ix) The Petitioner Companies shall comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 in regard to fee payable on its revised authorized share capital, if applicable.





(x) That any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.

19. The Petitioner Companies shall within thirty days of the date of the receipt of this Order or on sanction of the Scheme with respect to Transferee Company, whichever is later, cause a Certified Copy of this Order to be delivered to the Registrar of Company for registration and on such Certified Copy being so delivered, the Transferor Company shall be dissolved and the Registrar of Company shall place all documents relating to the Transferor Company on the file kept by him in relation to the Transferee Company and the files relating to both the Petitioner Companies shall be consolidated accordingly.

20. **The Company Petition is Allowed in the aforesaid terms.**

Sd/-
(L. N. GUPTA)
MEMBER (T)



Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)

(Signature)
Deputy Registrar
National Company Law Tribunal
CGO Complex, New Delhi-110003

1742
Date of Presentation of application for Copy..... 12/12/23
No. of Pages..... 20
Copying Fee..... 5/-
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Total ₹..... 140/- + 70 = 210.
Date of Receipt & Record of Copy.....
Date of Preparation of Copy..... 19/12/23
Date of Delivery of Copy..... 19/12/23
Balance Paid on 18/12/23

(Signature)
DD/DR/AR/Court Officer
National Company Law Tribunal
New Delhi

ANNEXURE - 1

66

SCHEME OF AMALGAMATION

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

JTEKT INDIA LIMITED:

AND

JTEKT FUJI KIKO AUTOMOTIVE INDIA LIMITED:

AND

AMALGAMATED COMPANY

AMALGAMATING COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS

AND

THEIR RESPECTIVE CREDITORS

1743

Date of Presentation of application for Copy..... 13/12/23

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Total ₹..... 160

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PD 18.12.23

DD/DR/AR/Court Officer
National Company Law Tribunal
New Delhi



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Aditya Prasad, Adv.

PART I

INTRODUCTION, DEFINITIONS AND INTERPRETATION

1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1.1 INTRODUCTION

1.1.1 JTEKT INDIA LIMITED

- (i) JTEKT India Limited (hereinafter referred to as the "Amalgamated Company") is a public company incorporated under the Companies Act, 1956 on June 14, 1984. The Amalgamated Company has its registered office at UGF-6 Indraprakash 21, Barakhamba Road, New Delhi-110001 India.
- (ii) The shares of the Amalgamated Company are, at present, listed on National Stock Exchange of India Limited and BSE Limited.
- (iii) The main objects of the Amalgamated Company as per its memorandum of association are as follows:
- (i) *To design, develop, manufacture, assemble, test, import, export, buy, sell, supply, distribute, sub-contract, stock, deal, distribute, stock, assemble, process, install, whole sale cash and carry trade in Automotive steering Systems of all types, including Mechanical Steering Gear Assemblies, Power Steering Gear Assemblies, Electronic / Electrical Power Steering Systems and any other type of Steering Gear Assemblies and parts and components, thereof and Associated Products including Hydraulic Pumps, Valves, Steering Columns, Steering Wheels, ball Joints, Tie-Rod-Ends, Universal joints, Drop Arms, Steering Linkages and connections of all types, and parts and components thereof and Recirculating Ball Screw Mechanisms of all types, parts components and accessories thereof and Gearbox Assemblies, Axles and Drive line Components, including C V Joints Assemblies of all types, parts and components thereof, including gears of all types, Synchronisers, Linkages, any accessories thereof and other related components and parts thereof and any materials equipment and stores used in any relation thereof.*
- (ii) *To carry on the business of designing, manufacturing, developing, fabricating, machining, assembling, improving, buying, selling, importing, exporting, and dealing in all kinds of pressings, forgings, castings, stampings, tubular parts, rollings, castings, laminations, fabrications, extrusions, automatic machines, electrical, electronic, mechanical, components and auto parts and stores used therein or in any relation thereof.*

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- (iii) *To carry out of research and development work, to conduct of technical training of the company's and its clients personnel, to provide after sales / service / repair and maintenance services; setting up sales support, marketing support, technical support and infrastructure support services, to deal and trade in plant, machinery, equipment apparatus, materials, articles and commodities in relation to designing, developing, manufacturing, testing, assembling, installing and repairing and to set up technical centres / technical laboratory and smaller technical infrastructures for items included in sub clause (i) and (ii).*
- (iv) *To develop and commercialize technologies in the field of automation including tools, dyes, moulds, jigs fixtures, special purpose machines and allied business.*
- (v) *To act as agents, retailers, whole sellers, sub-agents, middlemen and authorised representatives of government undertakings, companies and multinational corporations engaged in manufacture and dealing in all or any of the items included in sub-clause (i), (ii) & (iv) above and to set up godowns, warehouses, stores and other facilities to deal in the items included above.*
- (iv) The Amalgamated Company is engaged *inter alia* in the manufacturing/ production, supply and sale of steering systems, propeller shafts, axle assemblies, CV joints and other auto components for the passenger car and utility vehicle manufacturers.
- (v) JTEKT Corporation, is the majority shareholder of the Amalgamated Company and currently holds 16,70,59,997 fully paid up equity shares of INR.1/- each, amounting to 68.33 % in the Amalgamated Company.

1.1.2 JTEKT FUJI KIKO AUTOMOTIVE INDIA LIMITED

- (i) JTEKT Fuji Kiko Automotive India Limited (hereinafter referred to as "**Amalgamating Company**") is a public company incorporated under the Companies Act, 1956 on August 1, 2007. The Amalgamating Company has its registered office at UGF-6, Indraprakash 21 Barakhamba Road New Delhi-110001.
- (ii) The main objects of the Amalgamating Company as per its memorandum of association are as follows:
1. *To design, manufacture, assemble, test, import, export, buy, sell, distribute, service, repair stock, deal and trade in C-EPS Steering Columns and other auto components.*
 2. *To design, develop, manufacture, buy, sell, lease or hire, import, export, process, use, deal and trade in plant, machinery, equipment, apparatus, materials, articles and commodities in relation to designing, developing,*

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manufacturing, testing, assembling, installing and repairing all types of C-EPS Steering Columns and other auto components.

3. *To develop, manufacture, sell, import, export and deal in forgings, stampings and castings of all types and all equipments, materials, components and stores used therein or in any relation thereof.*
- (iii) The Amalgamating Company is presently engaged in, *inter alia*, the business of manufacturing of jacket assembly for steering system, manual column assembly, using tube forming, robotic welding, machining and assembly process.
- (iv) The Amalgamating Company is a joint venture company between Fuji Kiko Japan and the Amalgamated Company. Currently, the Amalgamated Company holds approx. 50.99 percent and Fuji Kiko Japan holds 49 percent in the equity share capital of the Amalgamating Company. The remaining 7 shares of the Amalgamating Company are held by 6 individuals.
- (v) The Amalgamating Company is a subsidiary of the Amalgamated Company.

1.1.3 RATIONALE OF THE SCHEME

The amalgamation of the Undertaking of the Amalgamating Company with and into the Amalgamated Company pursuant to this Scheme shall be in the interest of all concerned stakeholders including shareholders, customers, creditors, employees and general public, in the following ways:

- (i) The Amalgamating Company is a joint venture between the Amalgamated Company and Fuji Kiko Japan which is a wholly owned subsidiary of JTEKT Corporation. Apart from essentially being under one management, both the Amalgamating Company and the Amalgamated Company also have business and operational synergies. The Amalgamating Company is primarily engaged in making Columns / Column Parts which is in turn an input for steering systems manufactured by the Amalgamated Company. The proposed consolidation will bring this entire value chain under one umbrella, driving sharper focus for smooth and efficient management of the value chain requirements with scale and agility.
- (ii) It will lead to cost savings owing to more focused operational efforts, rationalization, standardization and simplification of business processes, elimination of duplication and rationalization of administrative expenses.
- (iii) It will help in achieving consolidation, greater integration and flexibility that will maximize overall shareholder's value and improve the competitive position and negotiating power of the combined entity.
- (iv) It will improve organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.



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- (v) It will result in reduction of multiplicity of entities, thereby reducing compliance cost of multiple entities viz., statutory filings, regulatory compliances, labour law / establishment related compliances.

1.1.4 The Scheme is divided into five parts:

- (i) **Part I** sets-forth the Introduction, Definitions and Interpretation;
- (ii) **Part II** sets-forth the capital structure of the Amalgamated Company and Amalgamating Company;
- (iii) **Part III** deals with the amalgamation of the Amalgamating Company into and with the Amalgamated Company, in accordance with sections 230 to 232 of the Act.
- (iv) **Part IV** deals with consideration, accounting and tax treatments in the Financial Statements of the Amalgamated Company pursuant to the amalgamation of the Amalgamating Company in the Amalgamated Company and in terms of this Scheme; and
- (v) **Part V** deals with general/residuary terms and conditions.

1.2 DEFINITIONS

- 1.2.1 **“Act”** means the Companies Act, 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 1.2.2 **“Amalgamating Company”** means JTEKT Fuji Kiko Automotive India Limited, as defined in Clause 1.1.2 of Part I;
- 1.2.3 **“Amalgamated Company”** means JTEKT India Limited, as defined in Clause 1.1.1 of Part I above;
- 1.2.4 **“Applicable Law(s)”** means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Governmental Authority resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;
- 1.2.5 **“Appointed Date”** means April 1, 2022 or such other date as may be approved by NCLT;
- 1.2.6 **“Board of Directors”/ “Board”** in relation to the Amalgamating Company and/or the Amalgamated Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee as may be constituted by the board of directors;
- 1.2.7 **“Clause”** and **“sub-Clause”** means the relevant clauses and sub-clauses set out in this Scheme;



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- 1.2.8 **“Equity Shares”** means the equity shares of the Amalgamating Company of INR. 10/- each;
- 1.2.9 **“Effective Date”** means the date on which the Scheme shall become effective pursuant to Clause 10 of Part V of this Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” or “after this Scheme becomes effective” means and refers to the Effective Date;
- 1.2.10 **“Fairness Opinion”** means the fairness opinion dated July 6, 2022 issued by Corporate Professionals Capital Private Limited, an independent SEBI registered merchant banker, pursuant to the SEBI Circular,
- 1.2.11 **“Financial Statements”** would include stand alone and consolidated accounts;
- 1.2.12 **“Fuji Kiko Japan”** means Fuji Kiko Co. Ltd., a corporation duly organized and existing under and by virtue of the laws of Japan, with its head office located at 2028, Washizu Kosai, Shizuoka, Japan-4310431 and is wholly owned subsidiary of JTEKT Corporation;
- 1.2.13 **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;
- 1.2.14 **“Income Tax Act”** means the Income Tax Act, 1961 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 1.2.15 **“JTEKT Corporation”** means JTEKT Corporation, a corporation duly organized and existing under and by virtue of the laws of Japan, with its head office located at 1-1, Asahi-machi, Kariya, Aichi Prefecture, Japan- 448-8652;
- 1.2.16 **“NCLT”** means the National Company Law Tribunal, Principal Bench at New Delhi, to which this scheme of amalgamation in its present form is submitted for its sanctioning under sections 230 to 232 of the Act;
- 1.2.17 **“New Equity Shares”** means the equity shares to be issued to members of the Amalgamating Company other than the Amalgamated Company under Clause 4.1;
- 1.2.18 **“Record Date”** means the date to be fixed by the Board of Directors of the Amalgamating Company and the Amalgamated Company for the purpose of determining the members of the Amalgamating Company to whom shares will be allotted pursuant to Clause 4.1. of this Scheme;
- 1.2.19 **“SEBI”** means the Securities and Exchange Board of India;
- 1.2.20 **“SEBI Circular”** means Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 on (i) Scheme of Arrangement by Listed Entities and (ii)



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Relaxation under Rule 19(7) of the Securities Contracts (Regulation) Rules, 1957, as amended from time to time or any other circular issued by SEBI applicable to schemes of arrangement, from time to time;

- 1.2.21 “SEBI LODR” means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time;
- 1.2.22 “Scheme” or “the Scheme” or “this Scheme” means this Scheme of Amalgamation in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the NCLT and other relevant regulatory authorities, as may be required under the Act, as applicable, and under all other applicable laws;
- 1.2.23 “Share Exchange Ratio” means the share exchange ratio as defined in Clause 4.1;
- 1.2.24 “Stock Exchanges” means National Stock Exchange of India Limited and BSE Limited;
- 1.2.25 “Undertaking of the Amalgamating Company” means all the business, personnel, property, assets, investments, rights, benefits and interest of the Amalgamating Company as a going concern and shall include (without limitation) to the extent applicable:
- (i) any and all of its assets, whether movable or immovable, whether present or future, whether tangible or intangible, leasehold or freehold, all rights, title, interests, covenants, undertakings, liabilities, together with all present and future liabilities including contingent liabilities and debts appertaining thereto;
 - (ii) any and all loans and advances (including inter-corporate loans), including accrued interest thereon, receivables, funds, cash, bank balances, investments, accounts, and all other rights, benefits of all agreements, subsidies, grants, incentives, bills of exchange, letters of intent;
 - (iii) all investments in the capital of other companies, whether as shares, scrips, stocks, bonds, debentures, debenture stocks, units, mutual funds or pass through certificates including dividends declared and other accrued benefits thereto;
 - (iv) any and all approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses, certificates, tenancies, municipal permissions, balances with Governmental Authorities, intellectual property rights including trade names, trademarks, service marks, copyrights, domain names, income tax credit, advance tax, applications for trade names, trademarks, service marks, copyrights, powers and facilities of every kind and description whatsoever;
 - (v) any and all secured and unsecured debts, borrowings and liabilities (including contingent liabilities), present or future, undertakings and obligations;
 - (vi) any and all employees, workmen and staff who are on the pay roll of the Amalgamating Company, including those engaged at its offices and branches, employees/personnel engaged on contract basis, contract labourers and

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interns/trainees, including all employee benefits such as provident fund, employees' state insurance, gratuity fund, superannuation fund;

- (vii) any and all insurance policies;
- (viii) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Amalgamating Company;
- (ix) any and all advance monies, earnest monies and/or security deposits, trade payables, payment against warrants or other entitlements; and
- (x) all books, records, files, papers, engineering and process information, application software, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product registrations, dossiers, lists of present and former borrowers, lenders and suppliers including service providers, other borrower information, customer credit information, customer/supplier pricing information, and all other books and records whether in physical or electronic form.

1.2.26 **"Valuation Report"** means the valuer report on the Share Exchange Ratio dated June 30, 2022 and a confirmation letter dated July 06, 2022 issued by Mr. Rahul Bansal, Registered Valuer, Delhi.

1.3 INTERPRETATION

1.3.1 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words used in this Scheme refers to this entire Scheme.

1.3.2 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, guidelines, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the NCLT in this Scheme.

1.4 DATE OF TAKING EFFECT AND OPERATIVE DATE

1.4.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT shall be deemed to be effective from the Appointed Date but shall be operative only from the Effective Date.



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PART II
SHARE CAPITAL STRUCTURE

2. CAPITAL STRUCTURE

2.1 The share capital of the Amalgamated Company as on March 31, 2022 was as under:

Share Capital	Amount in Indian Rupees
Authorized Capital	
87,10,00,000 equity shares of INR. 1/- each	87,10,00,000
Total	87,10,00,000
Issued, Subscribed and Fully Paid Up	
24,44,80,469 equity shares of INR. 1/- each	24,44,80,469
Total	24,44,80,469

2.2 The share capital of the Amalgamated Company as on July 6, 2022:

Share Capital	Amount in Indian Rupees
Authorized Capital	
87,10,00,000 equity shares of INR. 1/- each	87,10,00,000
Total	87,10,00,000
Issued, Subscribed and Fully Paid Up	
24,44,80,469 equity shares of INR. 1/- each	24,44,80,469
Total	24,44,80,469

2.3 The share capital of the Amalgamating Company as on March 31, 2022 was as under:

Share Capital	Amount in Indian Rupees
Authorized Capital	
1,20,00,000 equity shares of INR.10/- each	12,00,00,000



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Total	12,00,00,000
Issued, Subscribed and fully paid-up	
1,00,00,000 equity shares of INR. 10/- each	10,00,00,000
Total	10,00,00,000

There has been no change in the capital structure of the Amalgamating Company since March 31, 2022.



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PART III
AMALGAMATION OF THE AMALGAMATING COMPANY WITH THE
AMALGAMATED COMPANY

3. THE TRANSFER BY WAY OF AMALGAMATION OF THE AMALGAMATING COMPANY WITH AMALGAMATED COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, subject to the provisions of the Scheme, the whole of the Undertaking of the Amalgamating Company shall stand transferred to and be vested in the Amalgamated Company, as a going concern, without any further deed or act, together with all the properties, assets, rights, liabilities, benefits and interest therein, in accordance with Sections 230 to 232 of the Act, Income Tax Act and other Applicable Law, if any.

3.1 TRANSFER OF ASSETS

3.1.1 Upon this Scheme becoming effective, and with effect from the Appointed Date:

- (i) all assets of the Undertaking of the Amalgamating Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Amalgamated Company and shall become the property and an integral part of the Amalgamated Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly;
- (ii) all movable properties of the Undertaking of the Amalgamating Company, other than those specified in sub-clause (i) above, including but not limited to, sundry debts, actionable claims, earnest monies, receivables, bills, credits, loans, advances and deposits, all kind of banking accounts including but not limited to current and saving accounts, term deposits, with any Governmental Authorities or any other bodies and/ or customers or any other person, whether recoverable in cash or in kind or for value to be received, bank balances, if any, shall without any further act, instrument or deed, become the property of the Amalgamated Company;
- (iii) all immovable properties of the Undertaking of the Amalgamating Company, if any, including but not limited to, land together with the buildings and structures standing thereon, whether freehold, leasehold, licensed or otherwise, and all documents of title, rights and easements in relation thereto, *inter-alia*, the immovable properties enlisted in Schedule I, shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Amalgamated Company, without any further act or deed done by the Amalgamating Company and/or the Amalgamated Company. The Amalgamated Company shall be entitled to and shall exercise all rights and privileges attached to the aforesaid

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immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Amalgamated Company by the appropriate authorities, pursuant to the sanction of this Scheme by the NCLT in accordance with the terms hereof;

- (iv) all investments forming part of the Undertaking of the Amalgamating Company including but not limited to, the investments made by the Amalgamating Company in the capital of other companies whether as shares, scrips, stocks, bonds, debentures, debenture stocks, units, mutual funds or pass through certificates and other accrued benefits thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Amalgamated Company, without any further act or deed done by the Amalgamating Company and/or the Amalgamated Company;
- (v) all statutory permissions, licenses, approvals, consents, privileges, environmental approvals and consents, registration or other licenses, benefits and benefits of filings and all other incorporeal rights emanating from such licenses including but not limited to all permits, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights and any waiver of the foregoing issued by any legislative, executive or judicial unit of any Governmental Authority or semi-Governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority (together the "Licenses", for the purpose of this sub-clause (v)) used or held by the Amalgamating Company *inter-alia*, the Licenses set out in Schedule II, shall stand transferred to and be vested in the Amalgamated Company without any further act or deed. The benefit of all Licenses of the Amalgamating Company, shall vest in and become available to the Amalgamated Company pursuant to the Scheme. Notwithstanding such transfer/ vesting of the Licenses, if any application is required for the statistical record of the statutory or other authorities to implement the transfer and vesting of the Licenses, as provided hereinabove, the Amalgamated Company shall facilitate the statutory authorities by filing such applications, which shall be granted/ approved in favour of the Amalgamated Company based on the sanction order of the Scheme by the NCLT;
- (vi) all intellectual property rights, including but not limited to, registrations, trademarks, trade names, service marks, computer programmes, manuals, data, copyrights, patents, designs, domain names, applications for trademarks, trade names, trade secrets, copyrights, research and studies, technical know-how, designs and domain names and all software, and all the website contents (including text, graphics, images, audio, video and data) along with any derivatives, enhancements thereof, goodwill, and licenses, whether owned, licensed or otherwise used by or held for use by the Undertaking of the Amalgamating Company (whether registered or unregistered), thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the



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Amalgamated Company. The Amalgamating Company agrees to execute and deliver, at the request of the Amalgamated Company, all relevant documents and instruments required in respect of such intellectual property to vest such rights, title and interest in the name of the Amalgamated Company and in order to update the records of the concerned registries, wherever applicable, to reflect the name and address of the Amalgamated Company as the current owner of the intellectual property;

3.2 TRANSFER OF LIABILITIES

3.2.1 Upon this Scheme becoming effective, and with effect from the Appointed Date:

- (i) all debts and liabilities including but not limited to, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any statute, contract or tort based on negligence or strict liability), whether provided for or not in the books of account or disclosed in the balance sheets of the Amalgamating Company in, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Amalgamated Company and the Amalgamated Company undertakes to meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- (ii) all the security interest over any moveable and /or immovable properties and security in any other form (both present and future) including but not limited to any pledges, or guarantees, if any, created/executed by any person in favour of the Amalgamating Company or any other person acting on behalf of or for the benefit of the Amalgamating Company for securing the obligations of the persons to whom the Amalgamating Company has advanced loans and granted other funded and non-funded financial assistance, by way of letter of comfort or through other similar instruments shall without any further act, instrument or deed stand vested in and be deemed to be in favour of the Amalgamated Company and the benefit of such security shall be available to the Amalgamated Company as if such security was ab initio created in favour of the Amalgamated Company.

It is clarified that any reference in any security documents or arrangements (to which the Amalgamating Company is a party) pertaining to the assets of the Amalgamating Company offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to such assets, as are offered or agreed to be offered as security, pertaining to the Amalgamating Company as are vested in the Amalgamated Company by virtue of the aforesaid Clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the



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Amalgamating Company or any of the assets of the Amalgamated Company. Similarly, the Amalgamated Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits or other financial assistance already availed of/to be availed of by it, and the encumbrances in respect of such indebtedness of the Amalgamated Company shall not extend or be deemed to extend or apply to the assets so vested.

- 3.2.2 Upon the Scheme becoming effective, for statistical purposes only and without any separate deed, instrument or writing, the Amalgamated Company shall, if required, simultaneously with the amendment in the register of charge, file particulars of the modified charge with the concerned Registrar of Companies and execute necessary documentation with the lenders.

3.3 TRANSFER OF CONTRACTS

- 3.3.1 Upon this Scheme becoming effective, and with effect from the Appointed Date, all existing and future contracts, including but not limited to, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licences, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, insurance policies, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature, in relation to the Undertaking of the Amalgamating Company or to the benefit of which, the Amalgamating Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on, against or in favour of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company, the Amalgamated Company had been a party or beneficiary or obligee thereto.

- 3.3.2 The Amalgamated Company shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or novation or other writings or arrangements with any party to any contract or arrangement in relation to which the Amalgamating Company has been a party, in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company.

- 3.3.3 Any *inter-se* contracts between the Amalgamating Company and the Amalgamated Company shall stand cancelled and cease to operate upon the effectiveness of this Scheme.

3.4 TRANSFER OF EMPLOYEES

- 3.4.1 Upon this Scheme becoming effective, and with effect from the Appointed Date, all staff, workmen and employees, who are on the payrolls of the Amalgamating Company, employees/personnel engaged on contract basis and contract labourers and interns/trainees of the Amalgamating Company who are on its payrolls (collectively, "Employees") shall be deemed to have become, the employees of the Amalgamated Company, on such terms and conditions as are no less favourable than those on which they are currently engaged by



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the Amalgamating Company, without any break in or interruption of service as a result of this amalgamation and transfer. Services of the Employees shall be taken into account from the date of their respective appointment with the Amalgamating Company, for the purposes of all retirement benefits and all other entitlements for which they may be eligible. For the purpose of payment of any retrenchment compensation or other termination benefits, if any, such past services with the Amalgamating Company shall also be taken into account by the Amalgamated Company.

- 3.4.2 Upon this Scheme becoming effective, all contributions including any provisions created thereof, to provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, or any other special scheme or, to tax benefits (including medical, pension and leave travel allowance) or any other benefits created or existing exclusively for the benefit of the Employees of the Amalgamating Company shall be made by the Amalgamated Company in accordance with the provisions of such schemes or funds and Applicable Law.
- 3.4.3 The existing accumulations under provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme or benefits of the Amalgamating Company pertaining to the Employees shall be continued on the same terms and conditions and shall be transferred to, the provident fund, employees' state insurance corporation, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Amalgamated Company or as may be created by the Amalgamated Company for such purpose, in accordance with Applicable Law.
- 3.4.4 It is hereby clarified that upon this Scheme becoming effective, the aforesaid benefits or schemes shall continue to be provided to the Employees and the services of all the Employees for such purpose, shall be treated as having been continuous.
- 3.4.5 Upon this Scheme becoming effective, the directors or key managerial personnel of the Amalgamating Company will not become directors or key managerial personnel of the Amalgamated Company merely by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship or key managerial position of a person who is already a director / or key managerial personnel in the Amalgamated Company as of the Effective Date, if any.

3.5 LEGAL PROCEEDINGS

- 3.5.1 Upon this Scheme becoming effective, and with effect from the Appointed Date, all legal, taxation or other proceedings whether civil or criminal including but not limited to suits, summary suits, indigent petitions, assessments, appeals, or other proceedings of whatever nature (hereinafter called the "Proceedings"), if any, whether by or against the Amalgamating Company, shall not abate or be discontinued or in any way prejudicially be affected by reason of the amalgamation of the Amalgamating Company or of anything contained in this Scheme, but the Proceedings shall continue and any prosecution shall be enforced by or against the Amalgamated Company in the same manner and to the same extent as they would or might have been continued, prosecuted and/or enforced by or against the Amalgamating Company, as if this Scheme had not been implemented. The



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Amalgamated Company shall file necessary application for transfer of all such Proceedings relating to the Amalgamating Company, subject to Applicable Law.

3.6 BANK ACCOUNTS

- 3.6.1 Upon this Scheme becoming effective, all bank accounts operated or entitled to be operated by the Amalgamating Company shall be deemed to have transferred and shall stand transferred to the Amalgamated Company and the name of the Amalgamating Company shall be substituted by the name of the Amalgamated Company in the bank's records and particulars of the new authorized signatories for withdrawals and/ or deposits/ credits in such bank accounts shall be reconstituted accordingly.
- 3.6.2 Upon this Scheme becoming effective, and with effect from the Appointed Date, the Amalgamated Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the Amalgamating Company to the extent necessary until the transfer of the rights and obligations of the Amalgamating Company to the Amalgamated Company under the Scheme is formally accepted and completed by the parties concerned.
- 3.6.3 For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders, electronic fund transfers (such as NEFT, RTGS, etc.) received and presented for encashment which are in the name of the Amalgamating Company after the Effective Date, shall be accepted by the bankers of the Amalgamated Company and credited to the accounts of the Amalgamated Company, if presented by the Amalgamated Company or received through electronic transfers. Similarly, the bankers of the Amalgamated Company shall honour all cheques/ electronic fund transfer instructions issued by the Amalgamating Company for payment prior to the Effective Date.

3.7 BENEFIT OF STATUTORY/CORPORATE APPROVALS

- 3.7.1 Without prejudice to the generality of the above and upon the Scheme becoming effective, the benefits of any and all corporate approvals, statutory approvals as may have already been taken by the Amalgamating Company, whether being in the nature of compliances or otherwise and any other approvals as obtained under the Act, shall stand transferred to the Amalgamated Company and the said corporate approvals and compliances shall be deemed to have been complied with by the Amalgamated Company, by virtue of approval of this Scheme. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of the Amalgamated Company, shall be added to the limits, if any, under the like resolutions passed by Amalgamated Company.
- 3.7.2 Upon the Scheme becoming effective, all the incentives, subsidies, special status, and other benefits or privileges enjoyed, granted by any Governmental Authority, local authority, or by any other person, or availed by the Amalgamating Company shall vest with and be available to the Amalgamated Company on the same terms and conditions.
- 3.7.3 The consent/approval of this Scheme pursuant to Section 230 of the Act and SEBI Circular shall be deemed to be sufficient and no further approvals under the provisions of Section

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188 of the Act or any other applicable provisions of the Act and Regulation 23 of SEBI LODR or any other applicable provisions of the SEBI LODR, shall be required to be obtained separately for approving the Scheme.

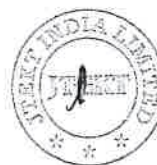
3.8 AGREEMENTS WITH FUJI KIKO JAPAN

- 3.8.1 Upon the Scheme becoming effective, without any separate deed, instrument or writing, the rights and obligations of the Amalgamating Company under the Fuji Kiko Agreements as set out in Schedule III shall stand transferred and be vested in the Amalgamated Company and the name of the Amalgamating Company under Fuji Kiko Agreements shall stand substituted by the name of the Amalgamated Company. The Fuji Kiko Agreements shall stand novated in the name of the Amalgamated Company and all the other terms and conditions of the Fuji Kiko Agreements shall remain unchanged.
- 3.8.2 For the purpose of transfer and vesting of all rights and obligations of the Amalgamating Company under the Fuji Kiko Agreements to the Amalgamated Company including novation of the Fuji Kiko Agreements in favour of the Amalgamated Company with effect from the Appointed Date and upon the Scheme becoming effective, the consent/approval to this Scheme pursuant to Section 230 of the Act and SEBI Circular shall be deemed to be sufficient and no further approvals as required under the provisions of Sections 188 of the Act or any other applicable provisions of the Act and Regulation 23 of SEBI LODR or any other applicable provisions of the SEBI LODR, shall be required to be obtained separately for giving effect to Clause 3.8.1 above.

3.9 CONDUCT OF BUSINESS

- 3.9.1 With effect from the Appointed Date and until occurrence of the Effective Date:
- (i) the Amalgamating Company undertakes to carry on and shall be deemed to have carried on all its business activities and stand possessed of its properties and assets, for and on account of and in trust for the Amalgamated Company; and
 - (ii) all profits and income accruing or arising to the Amalgamating Company and all taxes thereon or losses accumulated or otherwise arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Amalgamated Company; and
 - (iii) For avoidance of doubt, it is clarified that nothing in the Scheme shall prevent the Amalgamating Company from declaring and paying dividends whether interim or final to its shareholders; and
 - (iv) the Amalgamating Company shall carry on its business, with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal, in any of its properties/assets, except: (a)

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when the same is expressly provided in this Scheme; or (b) when the same is in the ordinary course of business as carried on by it as on the date of filing of this Scheme in the NCLT; or (c) when a prior written consent of the Amalgamated Company has been obtained in this regard; and

- (v) except by mutual consent of the Board of Directors of the Amalgamating Company and the Amalgamated Company and subject to changes pursuant to commitments, obligations or arrangements prior to the Appointed Date or as part of this Scheme, pending sanction of this Scheme by the NCLT, the Amalgamating Company shall not make any change in its capital structure either by any increase (by issue of equity shares, bonus shares, preference shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of reorganisation of capital of the Amalgamating Company. Notwithstanding the aforesaid, in the event of any such change in the capital structure of the Amalgamating Company at any time before the Record Date, there shall be an appropriate adjustment to the Share Exchange Ratio to take into account the effect of such change and the same shall be subject to Applicable Laws and be approved by the Board of Directors of the Amalgamating Company and the Amalgamated Company; and
- (vi) the Amalgamating Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligations undertaken prior to the date of approval of the Scheme by the Board of Directors of the Amalgamating Company, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of the Amalgamated Company; and
- (vii) the Amalgamating Company shall not alter or substantially expand its business except with the written concurrence of the Amalgamated Company; and
- (viii) the Amalgamating Company shall not amend its memorandum of association and / or its articles of association, except with the written concurrence of the Amalgamated Company.

3.9.2 Notwithstanding anything contained in this Scheme, subject to the Applicable Laws, the Board of Directors of the Amalgamated Company shall be entitled to consider, pursue, manage, undertake and conduct the business of the Amalgamated Company *inter-alia* including, any corporate actions, declaration of dividend, issue of securities and bonus shares, buy back of securities, reorganization, restructuring of its businesses, strategic acquisition or sale of any business, joint ventures, business combinations etc., as it may deem prudent and necessary in the interest of the Amalgamated Company or to give effect to any obligations under the Applicable Laws.

3.9.3 With effect from the Effective Date, the Amalgamated Company shall commence and carry on and shall be authorized to carry on the business of the Amalgamating Company.

3.10 DISSOLUTION OF THE AMALGAMATING COMPANY



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Upon this Scheme becoming effective, the Amalgamating Company shall stand dissolved, without following the procedure of winding up and without any further act, instrument or deed.



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PART-IV
CONSIDERATION, ACCOUNTING TREATMENT AND TAX TREATMENT OF THE
AMALGAMATED COMPANY

4. CONSIDERATION

- 4.1. Upon the coming into effect of the Scheme, and in consideration of the amalgamation of the Amalgamating Company with the Amalgamated Company pursuant to Part III of the Scheme, the Amalgamated Company shall, without any further act or deed and without any further payment, on basis of the Valuation Report, issue and allot to the shareholders of the Amalgamating Company other than the Amalgamated Company (whose name is recorded in the register of members of the Amalgamating Company as holding equity shares on the Record Date) in the following manner:

“For every 100 equity shares of Amalgamating Company of face value of INR. 10/- each held in Amalgamating Company, every equity shareholder of the Amalgamating Company other than Amalgamated Company, shall without any application, act or deed, be entitled to receive 200 equity shares of face value INR.1/- each of the Amalgamated Company, credited as fully paid up on the same terms and conditions of issue as prevalent in Amalgamating Company”. (“Share Exchange Ratio”)

- 4.2. Accordingly, the shareholders of the Amalgamating Company other than the Amalgamated Company (whose name is recorded in the register of members of the Amalgamating Company as holding equity shares on the Record Date), will be entitled to receive 200 equity shares of face value INR. 1/- each of the Amalgamated Company for every 100 Equity Shares.
- 4.3. The New Equity Shares shall be issued in dematerialized form to those shareholders who hold shares of the Amalgamating Company as on the Record Date in dematerialized form, into the account in which shares of the Amalgamating Company are held or such other account as is intimated in writing by the shareholders to the Amalgamating Company and/ or its registrar provided such intimation has been received by the Amalgamating Company and/ or its registrar at least 7 (seven) days before the Record Date. All those shareholders who hold shares of the Amalgamating Company in physical form shall also receive the equity shares to be issued by the Amalgamated Company, in dematerialized form provided the details of their account with the depository participant are intimated in writing to the Amalgamating Company and/ or its registrar provided such intimation has been received by the Amalgamating Company and/ or its registrar at least 7 (seven) days before the Record Date. If no such intimation is received from any shareholder who holds shares of the Amalgamating Company in physical form 7 (seven) days before the Record Date, or if the details furnished by any shareholder do not permit electronic credit of the shares of the Amalgamated Company, then the Amalgamated Company shall keep such shares in abeyance/escrow account and will credit the same to the respective depository participant accounts of such shareholders as and when the details of such shareholder’s account with

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the depository participant are intimated in writing by the shareholders to the Amalgamated Company and/or its registrar.

- 4.4. If any member becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the New Equity Shares by the Amalgamated Company in accordance with Clause 4.1 above, the Board of the Amalgamated Company shall consolidate all such fractional entitlements and shall round up the aggregate of such fractions to the next whole number and issue consolidated New Equity Shares to a trustee nominated by the Amalgamated Company (the "Trustee"), who shall hold such New Equity Shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices and on such time or times within ninety (90) days from the date of allotment, as the Trustee may in its sole discretion decide and on such sale, pay to the Amalgamated Company, the net sale proceeds (after deduction of applicable taxes and costs incurred) thereof and any additions and accretions, whereupon the Amalgamated Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Amalgamating Company in proportion to their respective fractional entitlements.
- 4.5. Without prejudice to the generality of Clause 4.1 above, the Board of the Amalgamated Company shall, if and to the extent required, apply for and obtain any approvals from concerned appropriate authorities and undertake necessary compliance for the issue and allotment of the New Equity Shares pursuant to Clause 4.1 of the Scheme.
- 4.6. Approval of this Scheme by the equity shareholders of the Amalgamated Company shall be deemed to be the due compliance of the provisions of Section 13, Section 14, Section 42, Section 62 and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the New Equity Shares, as provided in this Scheme.
- 4.7. The New Equity Shares issued in terms of Clause 4.1 of this Scheme will be listed and/ or admitted to trading on the Stock Exchanges where the shares of the Amalgamated Company are listed on the Effective Date. The Amalgamated Company shall apply to the Stock Exchanges (where the shares of the Amalgamating Company are listed) and SEBI for listing and admission to trading of all the New Equity Shares pursuant to this Scheme in terms of the SEBI Circular read with any other Applicable Laws.
- 4.8. The New Equity Shares to be issued to the members of the Amalgamating Company under Clause 4.1 above shall be subject to the Memorandum and Articles of Association of the Amalgamated Company and shall rank pari passu in all respects with the existing equity shares of the Amalgamated Company.
- 4.9. The Amalgamated Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the Applicable Laws or regulations for the Amalgamated Company to comply with the formalities and requirements of the said Stock Exchanges. The New Equity Shares allotted pursuant to the Scheme shall remain frozen in the depositories system until listing and trading permission



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is given by the Stock Exchanges as mentioned above. There shall be no change in the shareholding pattern or control in the Amalgamated Company between the Record Date in terms of the Scheme and the listing which may affect the status of approvals received from the Stock Exchanges.

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4.10. The Fairness Opinion certifies that the Valuation Report in reference to the Scheme, is fair and reasonable.

5. CANCELLATION OF THE EQUITY SHARES HELD BY THE AMALGAMATED COMPANY IN THE AMALGAMATING COMPANY

5.1 Upon the Scheme becoming effective, 50,99,993 Equity Shares of the Amalgamating Company held by the Amalgamated Company as investments, shall stand cancelled on the Effective Date without any further act, instrument or deed and no shares of the Amalgamated Company shall be allotted or issued in lieu of such cancellation.

5.2 It is clarified that the above cancellation of the Equity Shares held by the Amalgamated Company as investment in the Amalgamating Company shall not be considered as a reduction of share capital and the order of the NCLT sanctioning this Scheme shall be deemed to be an order in compliance with the provisions of the Act *inter-alia* including section 66, if applicable and the said reduction would not involve either a diminution of liability in respect of unpaid share capital, if any or payment to any shareholder of any unpaid share capital.

6. CHANGE IN AUTHORISED SHARE CAPITAL

6.1 Upon this Scheme becoming effective and upon the vesting and transfer of the Amalgamating Company in the Amalgamated Company pursuant to the terms of this Scheme, the entire authorized share capital of the Amalgamating Company shall stand transferred from the authorized share capital of the Amalgamating Company to the authorized share capital of the Amalgamated Company.

6.2 By virtue of Clause 6.1 above, the authorized share capital of the Amalgamated Company shall stand increased by an amount of INR. 12,00,00,000 (Rupees Twelve Crore) and Clause V in the memorandum of association of the Amalgamated Company shall stand substituted to read as follows:

“V. The Authorized Share Capital of the Company is Rs. 99,10,00,000 (Rupees Ninety Nine Crores Ten Lacs only) divided into 99,10,00,000 number of Equity Shares of Re. 1/- (Rupee One) each.”

6.3 The stamp duty and/or filing fees paid on the authorized share capital of the Amalgamating Company are permitted to be utilized and applied towards the increase in the authorized share capital of the Amalgamated Company in accordance with this Clause 6.1 and 6.2 above, and no further demand of additional stamp duty or fee shall be raised or made upon the Amalgamated Company by any regulatory authorities in relation to such increase in the authorized share capital of the Amalgamated Company in accordance with this Clause 6.1



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and 6.2 above, including by the Registrar of Companies, National Capital Territory of Delhi and Haryana.

6.4 It is hereby clarified that for the purposes of increasing the authorized share capital of the Amalgamated Company in accordance with Clause 6.1 and 6.2 above, the consent of the shareholders of the Amalgamated Company to this Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and that no further resolution under section 13, section 61 or any other applicable provisions of the Act, would be required to be separately passed.

6.5 The Amalgamated Company shall file with the Registrar of Companies, Registrar of Companies, National Capital territory of Delhi & Haryana, all requisite forms and complete the compliance and procedural requirements under the Act, if any.

7. ACCOUNTING TREATMENT

7.1 Upon the Scheme being effective, the Amalgamated Company shall account for the amalgamation, at carrying value, in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Indian Accounting Standard 103 on Business Combinations and other Indian Accounting Standards, as applicable, and notified under Section 133 of the Act read with relevant rules issued thereunder and other accounting principles generally accepted in India.

7.2 All assets and liabilities of the Amalgamating Company, shall be transferred to and vested in Amalgamated Company pursuant to the Scheme and shall be recorded by Amalgamated Company at their carrying values as appearing in the books of the Amalgamating Company.

7.3 The identity of the reserves shall be preserved and the Amalgamated Company shall record the reserves of the Amalgamating Company, at the carrying amount as appearing in the books of the Amalgamating Company.

7.4 The Amalgamated Company shall credit to its share capital account, the aggregate face value of the equity shares issued by it to the shareholders of the Amalgamating Company in terms of Clause 4.1 of this Scheme.

7.5 The value of the investments in the shares of the Amalgamating Company held by the Amalgamated Company *inter-se* shall stand cancelled, without further act or deed.

7.6 The *inter-company* balances between the Amalgamated Company and the Amalgamating Company appearing in the books of accounts of either the Amalgamated Company or the Amalgamating Company, if any, shall stand cancelled.

7.7 The difference, if any, arising after taking the effect of Clause 7.2 to 7.5 shall be transferred to "Capital Reserve Account" in the financial statements of the Amalgamated Company.

7.8 In case of any differences in accounting policies between the Amalgamated Company and the Amalgamating Company, the accounting policies followed by the Amalgamated



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Company shall prevail and impact of the same shall be quantified and appropriately adjusted in accordance with the accounting policies followed by the Amalgamated Company to ensure that the financial statements reflect the financial position based on consistent accounting policies.

- 7.9 Comparative financial information in the financial statements of the Amalgamated Company shall be restated for the accounting impact of the amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period.
- 7.10 Notwithstanding anything contained hereinabove, the Board of Directors of the Amalgamated Company is authorized to account for any of the above mentioned transactions in accordance with the applicable accounting standards and generally accepted accounting principles.

8. TAX MATTERS AND TAX TREATMENT

- 8.1 The provisions of this Scheme as they relate to the amalgamation of the Amalgamating Company with the Amalgamated Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the Income Tax Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act. Such modification will, however, not affect the other parts of the Scheme.
- 8.2 Upon the Scheme becoming effective, the Amalgamated Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for purposes of carry forward and set-off of tax losses, unabsorbed depreciation, unabsorbed allowance under Section 35(4) of the Income Tax Act and tax benefits), service tax, sales tax, VAT, excise and customs laws, as may be applicable, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid by Amalgamating Company, and to claim tax benefits, under the Income Tax Act and other tax laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme. The order of the Tribunal sanctioning this Scheme shall be deemed to be an order permitting the Amalgamated Company to prepare and/or revise its financial statements and books of accounts on and from the Appointed Date and no further act shall be required to be undertaken by the Amalgamated Company.
- 8.3 All tax assessment proceedings/appeals of whatsoever nature by or against the Amalgamating Company pending and/or arising at the Appointed Date and relating to the Amalgamating Company shall be continued and/or enforced until the Effective Date by the Amalgamating Company. In the event of the Amalgamating Company failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Amalgamated Company, at the cost of the Amalgamated Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the



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Amalgamated Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Amalgamating Company.

- 8.4 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Amalgamating Company with the Amalgamated Company or anything contained in the Scheme.
- 8.5 All taxes (including but not limited to advance tax, self-assessment tax, regular tax, dividend distribution tax, securities transaction tax, deferred tax assets/liabilities, Foreign Tax Credit, tax deducted at source, tax collected at source, value added tax, sales tax, service tax, customs duty, CGST, IGST, SGST, etc.), including any interest, penalty, surcharge and/or cess, paid / payable by or refunded / refundable to the Amalgamating Company with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/ claims/credits, etc. as the case may be, of the Amalgamated Company, and any tax incentives, advantages, privileges, accumulated losses under Income Tax Act allowance for unabsorbed depreciation under Income Tax Act carried forward allowance u/s. 35(4) of Income Tax Act including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source such as under Sections 40, 40A, 43B, etc. of the Income Tax Act, exemptions, credits, deductions / holidays, remissions, reductions, service tax input credits, GST input credits, export benefits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs etc., as would have been available to the Amalgamating Company, pursuant to this Scheme becoming effective, be available to the Amalgamated Company and the relevant authority shall be bound to transfer to the account of and give credit for the same to the Amalgamated Company upon coming into effect of this Scheme.
- 8.6 The Amalgamated Company shall also be permitted to claim refunds / credits in respect of any transaction between the Amalgamating Company and the Amalgamated Company. Without prejudice to the generality of Clause 8.3 above, upon the Scheme becoming effective, the Amalgamated Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates, relating to transactions between the Amalgamating Company and the Amalgamated Company, and to claim refunds, advance tax and withholding tax credits, foreign taxes and carry forward of accumulated losses, unabsorbed depreciation etc., pursuant to the provisions of this Scheme.
- 8.7 The taxes (including but not limited to advance tax, self-assessment tax, regular tax, dividend distribution tax, securities transaction tax, tax deducted at source, tax collected at source, service tax, value added tax, sales tax, excise and custom duties, CGST, SGST, IGST), including any interest, penalty, surcharge and/or cess, if any, paid by the Amalgamating Company under the Income Tax Act, Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act, or any other statute for the period commencing from the Appointed Date shall be deemed to be the taxes paid by the Amalgamated Company and credit for such taxes shall be allowed to the Amalgamated Company notwithstanding that certificates or challans for such taxes are in the name of the Amalgamating Company and not in the name of the Amalgamated Company.



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- 8.8 All the expenses incurred by the Amalgamating Company and the Amalgamated Company in relation to the amalgamation of the Amalgamating Company with and into the Amalgamated Company in accordance with this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Amalgamated Company in accordance with Section 35DD of the Income Tax Act over a period of five(5) years beginning with the financial year in which this Scheme becomes effective.



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PART V
GENERAL / RESIDUARY TERMS AND CONDITIONS

9. APPLICATION TO NCLT

- 9.1 The Amalgamated Company and the Amalgamating Company shall make all necessary applications and petitions to the NCLT for sanctioning this Scheme under Sections 230 to 232 of the Act and other applicable provisions of the Act, and obtaining such other approvals, as required under Applicable Law.
- 9.2 The Amalgamated Company and the Amalgamating Company, as the case may be, shall be entitled, pending the effectiveness of this Scheme, to apply to the appropriate authorities, as required, under any Applicable Law for such consents and approvals which may be required by the Amalgamating Company to effect the transactions contemplated under the Scheme, subject to the terms as may be mutually agreed between the Amalgamated Company and the Amalgamating Company.

10. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- (a) The receipt of the no-objection from the Stock Exchanges;
- (b) The approval by the requisite majorities of the classes of persons, including shareholders, creditors of the Amalgamating Company and Amalgamated Company as may be directed by the NCLT under Section 230-232 of the Act;
- (c) The approval of the Scheme by the public shareholders of the Amalgamated Company in accordance with Para A.10 (a) & (b) of Part I of the SEBI Circular provided that the same shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the votes cast by the public shareholders against it;
- (d) The sanctioning of this Scheme by the NCLT, whether with any modifications or amendments as NCLT may deem fit or otherwise;
- (e) The filing of the certified copies of the orders of the NCLT with the Registrar of Companies, National Capital Territory of Delhi and Haryana, by the Amalgamating Company and Amalgamated Company, as the case may be;
- (f) Any other sanctions and orders as may be directed by the NCLT in respect of the Scheme.

11. MODIFICATION OR AMENDMENTS TO THE SCHEME

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- 11.1 The Amalgamating Company and the Amalgamated Company (acting through their respective Boards of Directors) may assent to any modifications or amendments to this Scheme, which the NCLT and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. The Amalgamating Company and the Amalgamated Company (acting through its respective Boards of Directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any order of the NCLT or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 11.2 If any issue arises as whether any asset, liability, employee pertains to the Amalgamating Company and/or Amalgamated Company, or not under this Scheme, the same shall be decided by the Board of Directors of the Amalgamating Company and/or Amalgamated Company, as relevant, on the basis of relevant books of account and other evidence that they may deem relevant for said purposes.

12. WITHDRAWAL OF THE SCHEME

Subject to the approval of the NCLT or any other competent authority, if required, the Board of Directors of the Amalgamated Company and the Amalgamating Company shall be entitled to revoke, cancel, withdraw and declare this Scheme of no effect at any stage if, (a) any of the conditions that may be imposed by the NCLT or other authorities which the Amalgamating Company and the Amalgamated Company may find unacceptable for any reason,; or (b) they are of view that the coming into effect of the Scheme could have adverse implications on the Amalgamated Company and/or the Amalgamating Company.

13. EFFECT OF NON-RECEIPT OF APPROVALS

- 13.1 In the event that, (a) the Scheme is not sanctioned by the NCLT; (b) subject to Clause 13.2 below, any consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme are not obtained or complied with; (c) the Scheme is revoked, canceled or withdrawn in accordance with Clause 12 above; or (d) for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void, and the Amalgamated Company shall bear the costs, charges and expenses in connection with the Scheme unless otherwise mutually agreed between the Amalgamating Company and Amalgamated Company.
- 13.2 The non – receipt of any sanctions or approvals for a particular asset or liability forming part of the Amalgamating Company getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the Boards of Directors of the Amalgamating Company and/or the Amalgamated Company so decide. In the event of non – receipt of approval of any lender / creditor for the transfer of any liability, then at the option of the Boards of Directors of the Amalgamating Company, it may issue a security / recognize a liability in favour of the Amalgamated Company on the same terms. The transfer of such asset or liability shall become effective from the Appointed Date as

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and when the said requisite approvals are received or aforesaid liability being recognized / security being issued and the provisions of the Scheme shall apply appropriately to the said transfer / issue / recognition.

14. COSTS, CHARGES & EXPENSES

- 14.1 Except as otherwise expressly provided in the Scheme, the Amalgamated Company and Amalgamating Company shall bear their own costs, charges and expenses in connection with the Scheme. The stamp duty, if any, in relation to the Scheme shall be borne by the Amalgamated Company.
- 14.2 Upon the Scheme becoming effective all taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Amalgamating Company and Amalgamated Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Amalgamated Company.

15. MISCELLANEOUS

- 15.1 If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Amalgamating Company and Amalgamated Company that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to Amalgamating Company and/or Amalgamated Company, in which case the Amalgamating Company and Amalgamated Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Amalgamating Company and Amalgamated Company the benefits and obligations of the Scheme, including but not limited to such Part.
- 15.2 For the purpose of giving effect to the amalgamation order passed under sections 230 to 232 and other applicable provisions of the Act in respect of the Scheme by NCLT, the Amalgamated Company shall, at any time pursuant to the order on the Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Amalgamating Company, in accordance with the provisions of sections 230 to 232 of the Act.

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SCHEDULE I

DETAILS OF IMMOVEABLE PROPERTIES OF THE AMALGAMATING COMPANY

Detail of property	Book Value as on March 31, 2022 (INR.)
Industrial Plot No. 25, Sector 5, Phase II at Growth Centre Bawal, Haryana admeasuring 20, 475 square meters.	Land: 5,62,70,664 Building: 11,42,69,073



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SCHEDULE II

LIST OF KEY LICENSES OF THE AMALGAMTING COMPANY

S.No.	Particulars	Details	Issued by	Valid until
1.	Factory License	The Factories Act, 1948	Chief Inspector of Factories, Haryana, Chandigarh	December 31, 2023
2.	Registration under Contract Labour	Contract Labour (Regulation and Abolition) Act, 1970	Addl. Labour Commissioner Haryana, Chandigarh	Till Changes
3.	Pollution License	Haryana State Pollution Control Board	Regional Officer, Dharuhera Haryana State Pollution Control Board.	March 31, 2027
4.	Fire NOC	Fire Act 2009	Fire Station Officer, Fire Station MC, Rewari	May 29, 2023



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SCHEDULE III

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DETAIL OF FUJI KIKO AGREEMENTS

Sr. No.	Particulars of Agreement	Date of Agreement
1.	Development Agreement for provision of development and design services related to specific automotive car models	May 23, 2018
2.	Technical License Agreement for license of technical and manufacturing know-how for manufacturing of steering columns and intermediate shafts for automobiles ("Technical License Agreement")	February 28, 2008
3.	Amendment to the Technical License Agreement	September 23, 2011
4.	Amendment to the Technical License Agreement	May 15, 2014
5.	Amendment to the Technical License Agreement	May 23, 2017
6.	Amendment to the Technical License Agreement	May 10, 2019

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[Signature]
 DD/DR/AR/Court Officer
 National Company Law Tribunal



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[Signature] 18/12/23
 Deputy Registrar
 National Company Law Tribunal
 CGO Complex, New Delhi-110003