



AXLES INDIA LIMITED
CIN: U27209TN1981PLC008630
21, Patullos Road, Chennai – 600 002 Tamil Nadu, India
Email: bharathi.c@axlesindia.com; Mobile No.: 73051 99974
Website: www.axlesindia.com

NOTICE OF MEETING OF THE UNSECURED CREDITORS OF AXLES INDIA LIMITED TO BE CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, DIVISION BENCH II, CHENNAI ('NCLT' OR 'TRIBUNAL')

Day	Tuesday
Date	January 27, 2026
Time	2.00 P.M.
Mode	Video conferencing / Other Audio Visual Means

REMOTE E-VOTING	
Cut-off date for Determining the Unsecured Creditors Entitled to vote	January 20, 2026 (Tuesday)
Commencing on	January 24, 2026 (Saturday) at 09:00 A.M. (IST)
Ending on	January 26, 2026 (Monday) at 05:00 P.M. (IST)

E – Voting During the Meeting

Besides the remote e-voting as mentioned above, E-voting facility during the meeting proposed to be held on 27.01.2026 would also be available for those Unsecured Creditors, who had not voted earlier through the remote e-voting; and this facility would be available for 30 (thirty) minutes post-conclusion of the meeting.

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<p>The Notice of the Meeting, Statement under Sections 102, 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and Annexure A to Annexure G constitute a single and complete set of documents and should be read together as they form an integral part of this document.</p>		

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH CHENNAI
FORM NO. CAA. 2
[Pursuant to Section 230 (3) and Rule 6 and 7]
C.A.(CAA)/68/(CHE)/2025 read with
IA/CA/236/(CHE)/2025 and IA/CA/238/(CHE)/2025
In the Matter of Section 230 to 232 of The Companies Act, 2013 And
In the Matter of Scheme of Amalgamation of
Forge 2000 Private Limited
("First Applicant Company" or "Transferor Company")
With
Axles India Limited
("Second Applicant Company" or "Transferee Company")
And
Their Respective Shareholders**

Axles India Limited
Having its registered office at
No. 21, Patullos Road,
Chennai - 600 002

.... Transferee Company/ Second Applicant Company

**NOTICE CONVENING MEETING OF THE UNSECURED CREDITORS OF
AXLES INDIA LIMITED**

To

The Unsecured Creditors of Axles India Limited

NOTICE is hereby given that, pursuant to the order dated November 12, 2025, passed in CA/(CAA)/68/(CHE)/2025, read with the order dated November 26, 2025 passed in IA/(CA)/236/(CHE)/2025 and IA/(CA)/238/(CHE)/2025 (collectively referred to as the 'Orders') the Hon'ble National Company Law Tribunal, Division Bench II, Chennai, has directed that a meeting of the Unsecured Creditors of the Second Applicant Company be held through "Video Conferencing ("VC") or Other Audio-Visual Means ("OAVM")" on January 27, 2026 for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation of Forge 2000 Private Limited ("First Applicant Company" or "Forge" or "Transferor Company") with Axles India Limited ("Second Applicant Company" or "Axles" or "Transferee Company") and their respective Shareholders ("Scheme" or "the Scheme").

In pursuance of the NCLT Orders, and as directed therein, the meeting of the Unsecured Creditors of the Transferee Company be convened and held January 27, 2026 at 02.00 P.M., through VC / OAVM”, at which time you are requested to attend at which time you are requested to attend virtually to transact the following business: .

To consider and if thought fit, to pass, the following resolution for approval of the Scheme of amalgamation by requisite majority:

***"RESOLVED THAT** pursuant to the provisions of Section 230 read with Section 232 of the Companies Act, 2013 (Including any statutory modification(s) or re-enactment thereof for the time being in force) and other applicable provisions of the Companies Act, 2013, and the enabling provisions of the Memorandum of Association and Articles of Association of the Company and subject to the requisite approval(s), consents, sanctions and permissions of the Central Government, other concerned regulatory authorities and the sanction of the National Company Law Tribunal, Chennai Bench (hereinafter also referred to as "NCLT" or "the Tribunal") and/or such other appropriate authority/ies, as may be applicable, if any, and all such other approvals, permissions and sanctions, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by any of them while granting such approvals, permissions and sanctions, which may be agreed to by the Board of Directors of the Company, the Scheme of Amalgamation of Forge 2000 Private Limited ("Transferor Company") with Axles India Limited ("Transferee Company") and their respective shareholders ("the Scheme") a copy of which was circulated along with this notice, be and is hereby approved.*

***FURTHER RESOLVED THAT** the Board of Directors of the Company and any person(s) nominated by the Board of Directors, be and are hereby severally authorised to take all steps as may be necessary or desirable and to do all such acts, deeds, things and matters, as may be considered necessary to give effect to the aforesaid Scheme of Amalgamation and this resolution and to accept such alteration, modification and/or conditions, if any, which may be proposed, required or imposed by the Hon'ble National Company Law Tribunal, Chennai Bench, while sanctioning the said Scheme of Amalgamation."*

The quorum for the Meeting shall be as prescribed in the NCLT Order(s). In case the quorum is not in place at the designated time, the Meeting shall be adjourned by half an hour and thereafter, the persons present for voting shall be deemed to constitute the quorum.

Copies of the Scheme of Amalgamation and of the Statement under Section 230 and Section 102 of the Companies Act, 2013 can be obtained free of charge at the Registered Office of the Company.

Copies of the Scheme and of the Statement under Section 230 of the Companies Act, 2013, and other Annexures as stated in the Index are enclosed herewith.

The Tribunal has appointed Mr. L. N. Gupta, IAS (R), Former Member, NCLT (Technical), as Chairperson and Mr. S. Vedhavel, Advocate as Scrutinizer for the meeting(s).

The Scheme, if approved by the Unsecured Creditors in the meeting, will be subject to the subsequent approval of the National Company Law Tribunal, Division Bench – II, Chennai (“NCLT” or “Tribunal”).

The Cut-off Date for E-voting (including remote e-voting) for determining the eligibility of Unsecured Creditors to vote and attend the meeting shall be January 20, 2026 (“Cut-off Date”). The votes cast by the said Unsecured Creditors shall be reckoned with reference to such cut-off Date.

For Axles India Limited

Sd /-
C. Bharathi
Company Secretary

Date December 23, 2025

Place: Chennai

Enclosure: As above

Notes:

1. In compliance with the provisions of the Companies Act, 2013 (“the Act”), and directions contained in the Orders, this meeting of the Unsecured Creditors of the Transferee Company for the purposes of approving the Scheme of Amalgamation of Forge 2000 Private Limited with Axles India Limited and their respective Shareholders is being held through VC / OAVM.
2. As this meeting is being held through VC / OAVM in accordance with the MCA circulars, physical attendance of Unsecured Creditors has been dispensed with. Accordingly, the facility for appointment of proxies by the Unsecured Creditors will not be available for this meeting and hence the Proxy Form and Attendance Slip are not annexed to this Notice.
3. Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 along with applicable rules thereunder and provisions of Sections 230 to 232 of the Companies Act, 2013 setting out material facts forms part of this notice.
4. The facility to appoint proxy to attend and cast vote for the Unsecured Creditors is not available for this meeting. However, in pursuance of Section 113 of the Companies Act, 2013, representatives of the Unsecured Creditors can attend this meeting through VC / OAVM and cast their votes through e-voting. The corporate Unsecured Creditors intending to authorize their representatives to participate and vote at the meeting are requested to send a certified copy of the Board resolution / authorization letter to the Company / Scrutinizer by e-mail through its registered e-mail address to bharathi.c@axlesindia.com / vedha@velslawchambers.com.
5. Unsecured Creditors attending the meeting through VC / OAVM shall be counted for the purpose of reckoning the quorum under Section 103 of the Act.

6. The Company is providing facility of remote e-voting to its Unsecured Creditors in respect of the business to be transacted at the meeting. The Chairman at the end of meeting will allow voting on the resolution with the assistance of the Scrutinizer, for all those Unsecured Creditors who are present at the meeting and have not cast their votes earlier by availing the remote e-voting facility. The Company has entered into an agreement with Central Depository Services (India) Limited (CDSL) for facilitating voting through electronic means, as the authorized e-Voting agency. The facility of casting votes by a member using remote e-voting as well as the e-voting system on the date of the meeting will be provided by CDSL.
7. The Unsecured Creditors of the Company as on the cut-off date of January 20, 2026 shall only be entitled to avail the facility of e-voting / voting at the meeting. The voting rights of Unsecured Creditors shall be in proportion to the outstanding debt amount as on the Cut-off Date. However, a person who is not an unsecured creditor as on cut-off date should treat this notice for information purpose only.
8. The Unsecured Creditors who have cast their vote by remote e-voting prior to the meeting may also attend the meeting by way of VC/OAVM but shall not be entitled to cast their vote again. The details indicating the process and manner for voting by electronic means, the time, schedule including the time period during which the votes may be cast by remote e-voting, the details of the login ID, the process and manner for generating or receiving the password and for casting of vote in a secure manner are provided to the Unsecured Creditors. The procedures and instructions for 'remote e-voting', 'attending the meeting through VC / OAVM' and 'e-voting at the meeting' are furnished as part of this Notice.
9. The Tribunal has appointed Mr. L. N. Gupta, IAS (R) and Former Member, NCLT (Technical), as Chairperson for the Meeting. The Tribunal has appointed Mr. S. Vedhavel, Advocate as the Scrutinizer for conducting the remote e-voting process and e-voting at the meeting, in a fair and transparent manner. The Company has engaged the services of CDSL to provide e-voting facilities enabling the members to cast their vote in a secure manner.
10. The e-voting facility will be available at the link www.evotingindia.com. The e-voting period would commence on January 24, 2026 (Saturday) 9:00 A.M. (IST) and conclude on January 26, 2026 (Monday) 5:00 P.M. (IST). The e-voting module shall be disabled by CDSL for voting thereafter. Once the vote on a resolution is cast by an unsecured creditor, it cannot be changed subsequently.
11. As per the directions of the Hon'ble NCLT, the Scrutinizer shall submit a consolidated Scrutinizer's Report of the total votes cast in favour of or against, to the Chairperson. Thereafter, the Results of remote e-voting and e-voting during the meeting shall be declared by the Chairman or a person authorized by him in writing. The Results declared along with the Report of the Scrutinizer shall be placed on the Company's website at www.axlesindia.com and also be displayed on the website of CDSL at www.evotingindia.com.

12. The Chairperson of the meeting shall, within 3 days from the date of holding the Meeting, submit a report to the NCLT on the results of the Meeting as per Rule 14 of Companies (Compromise, Arrangement and Amalgamation) Rules, 2016.
13. The Notice of the meeting along with the Explanatory Statement has been uploaded on the website of the Company at www.axlesindia.com. The Notice of the meeting is also disseminated on the website of CDSL (agency for providing the Remote e-Voting facility and e-voting system during the meeting) at www.evotingindia.com.
14. Since the meeting will be held through VC / OAVM, the Route Map is not annexed in this Notice.
15. The Notice of the meeting and the accompanying documents mentioned in the Index are being sent through electronic mode to all Unsecured Creditors (as on December 15, 2025) to the e-mail addresses that are available with the Company, as permitted by the Orders of the NCLT. The physical copies of Notice of the meeting are being sent through permitted mode for those Unsecured Creditors whose e-mail addresses are not available with the Company. The Unsecured Creditors may note that the notice is also available on the website of the Company at www.axlesindia.com, and on the website of CDSL at www.evotingindia.com.
16. The Notice convening the Meeting is also being published through advertisement in (i) "Business Standard" (All India Edition) in English language; (ii) "Makkal Kural" (Tamil Nadu Edition) in Tamil language (vernacular language).
17. The material documents referred to in the accompanying Statement shall be open for inspection by the Unsecured Creditors at the Registered Office of the Company on all working days up to 1 (one) day prior to the date of meeting during working hours except Saturday, Sunday and Public Holidays.
18. Unsecured Creditors who would like to express their views / ask questions on the Scheme only during the meeting may register themselves as a speaker and send their request mentioning their name, PAN, e-mail ID, mobile number to bharathi.c@axlesindia.com from January 19, 2026 (Monday), (9:00 A.M. (IST)) to January 23, 2026 (Friday) (05:00 P.M. (IST)) only. The Unsecured Creditors who have registered themselves as speaker will only be allowed to express their views/ ask questions on the Scheme only during the meeting. The Company reserves the right to restrict the number of speakers depending on the availability of time for the meeting. The Unsecured Creditors who do not wish to speak during the meeting but have queries may send their queries to bharathi.c@axlesindia.com from January 19, 2026 (Monday), (9:00 A.M. (IST)) to January 23, 2026 (Friday) (05:00 P.M. (IST)) only mentioning their name, PAN, e-mail ID, mobile number. The senior representative of the Company will reply to the queries during the meeting/ or by email.
19. In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.com, under help section or write an e-mail to helpdesk.evoting@cdslindia.com.

INSTRUCTIONS FOR REMOTE E-VOTING & JOINING MEETING THROUGH VC / OAVM

E-Voting:

The Company has extended the 'e-voting' facility through the Ministry of Corporate Affairs approved entity "CENTRAL DEPOSITORY SERVICES (INDIA) LIMITED" (CDSL). Kindly follow the instructions for voting electronically provided as under:

- a) The remote e-voting period begins on January 24, 2026 (Saturday) at 09:00 A.M. (IST) and conclude on January 26, 2026 (Monday) at 05:00 P.M. (IST). The remote E-voting module shall be disabled and thereafter, remote E-voting facility shall be automatically stalled.
- b) The Creditors should log on to the e-voting website www.evotingindia.com
- c) Click on Shareholders / Members.
- d) The Eight digit number mentioned as "SL. NO:....." on the address label on the envelope, shall be entered as User ID #.
- e) Next enter the Image Verification as displayed and Click on Login.
- f) The eight digit number mentioned as "FOLIO:....." on the address label on the envelope shall be entered as Password #.
- g) After entering these details appropriately, click on "SUBMIT" tab.
- h) Select the EVSN of Axles India Limited on which you choose to vote.
- i) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES / NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- j) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.
- k) After selecting the resolution, you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.
- l) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- m) You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.

Note: Please take note of the Sl. No. and Folio. No. printed on the address label stuck on the envelope / email for your e-voting and attending the virtual meeting purposes.

for those unsecured creditors who have not registered their e-mail addresses with the Company

In case you could not retrieve your User ID / password, kindly contact our Registrar & Transfer Agent, M/s. Cameo Corporate Services Limited, “Subramanian Building”, No.1, Club House Road, Chennai – 600 002, e-mail ID: investor@cameoindia.com / Phone: 044-28460395 or the Company at bharathi.c@axlesindia.com / Mobile 73051 99974

If you have any queries or issues regarding attending Meeting and e-Voting from the CDSL e-Voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact at Toll Free No. 1800 21 09911

Procedure for joining the meeting through VC / OAVM

- a) Unsecured Creditors will be provided with a facility to attend the meeting through VC / OAVM through the CDSL e-Voting system. Unsecured Creditors may access the same at <https://www.evotingindia.com> under shareholders / members login by using the remote e-voting credentials. The link for VC / OAVM will be available in login page where the EVSN of the company will be displayed.
- b) Facility of joining the meeting through VC/OAVM shall open 30 minutes before the meeting time.
- c) The procedures for e-voting during the meeting is the same as remote e-voting.
- d) Only those Unsecured Creditors, who are present in the Meeting through VC facility and have not cast their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-Voting system available during the Meeting.

In case you could not retrieve your User ID / password, kindly contact our Registrar & Transfer Agents, M/s. Cameo Corporate Services Limited, “Subramanian Building”, No.1, Club House Road, Chennai – 600 002, e-mail ID: investor@cameoindia.com / Phone: 044- 28460395 or the Company at bharathi.c@axlesindia.com / Phone: 044-26258511 Extn.: 2320, 044-26257121.

If you have any queries or issues regarding attending Meeting and e-Voting from the CDSL e-Voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact at Toll Free No. 1800 21 09911.

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, (CDSL) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to helpdesk.evoting@cdslindia.com or call Toll Free No. 1800 21 09911.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH CHENNAI
FORM NO. CAA. 2
[Pursuant to Section 230 (3) and Rule 6 and 7]
C.A.(CAA)/68/(CHE)/2025 read with
IA/CA/236/(CHE)/2025 and IA/CA/238/(CHE)/2025
In the Matter of Section 230 to 232 of The Companies Act, 2013 And
In the Matter of Scheme of Amalgamation of
Forge 2000 Private Limited
("First Applicant Company" or "Transferor Company")
With
Axles India Limited
("Second Applicant Company" or "Transferee Company")
And
Their Respective Shareholders**

Axles India Limited
Having its registered office at
No. 21, Patullos Road,
Chennai - 600 002

.... Transferee Company/ Second Applicant Company

EXPLANATORY STATEMENT UNDER SECTION 230 (3) OF THE COMPANIES
ACT, 2013 READ WITH SECTION 102 OF THE COMPANIES ACT 2013 FOR
MEETING OF UNSECURED CREDITORS OF AXLES INDIA LIMITED CONVENED
AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH, CHENNAI

1. This is an Explanatory Statement accompanying the Notice convening the Meeting of Unsecured Creditors of Axles India Limited pursuant to the Order dated November 12, 2025 read with Order Dated November 26, 2025 passed by the Hon'ble National Company Law Tribunal, Division Bench - II, Chennai ("NCLT"), which directed the Participating Companies to convene separate meetings of the Unsecured Creditors of the First Applicant Company/ Transferor Company and Equity Shareholders and Unsecured Creditors of the Second Applicant Company / Transferee Company. The meeting of the Unsecured Creditors of the Transferee Company is scheduled to be held on January 27, 2026 at 02.00 P.M. to obtain their approval to the Scheme of Amalgamation of Forge 2000 Private Limited with Axles India Limited and their respective Shareholders ("Scheme" or "the Scheme").
2. The Hon'ble National Company Law Tribunal, Division Bench, Chennai by its Orders, was pleased to issue directions for convening of the meeting of the Unsecured Creditors of the Transferee Company through "Video Conferencing

(“VC”) or Other Audio-Visual Means (“OAVM”)”on January 27, 2026 at 02.00 P.M. to be presided over by Mr. L. N. Gupta, IAS (Retd.), Former Member (Technical), as Chairperson of the Meeting. The said Orders will be available for inspection at the Registered Office of the Transferee Company at No. 21, Patullos Road, Chennai - 600 002 on any working day of the Company up to the date of the meeting.

3. In addition to the meeting of the Unsecured Creditors of the Transferee Company convened on the directions of the National Company Law Tribunal, to seek the approval of the Unsecured Creditors pursuant to Section 230 read with Section 232 of the Companies Act, 2013 further read with other relevant provisions of the Companies Act, 2013, approval of the Unsecured Creditors of the Transferee Company is sought by way of remote e-voting as required under the Companies Act, 2013.
4. The Board of Directors of Transferor Company and Transferee Company at their respective meetings held on July 26, 2025 and July 24, 2025, have approved the Scheme of Amalgamation, under which the entire undertaking of Transferor Company will get amalgamated with Transferee Company. A copy of the Scheme, setting out the terms and conditions of the amalgamation as approved by the Board of Directors of Transferor Company and Transferee Company is enclosed herewith as Annexure A. The proposed scheme is envisaged to be effective from the Appointed Date but shall be made operative from the Effective Date (as defined in the Scheme).

5. Particulars of the Companies

5.1 Forge 2000 Private Limited

5.1.1 Forge 2000 Private Limited - First Applicant Company/ Transferor Company

- a) Corporate Identification Number(CIN) of the Transferor Company : U51909TN2000PTC044441
- b) Permanent Account Number (PAN) : AAACF5015F
- c) Name of the Company : Forge 2000 Private Limited
- d) Date of Incorporation: March 20, 2000
- e) Type of the Company: Private Company
- f) Registered office address and e-mail address :
Regd Office : No.67, Chamiers Road, Chennai, Tamil Nadu, India – 600028
Email : Kannan.SS@brakesindia.co.in

5.1.2 The main objects as set out in Clause III of the Memorandum of Association of Forge 2000 Private Limited are as under:

- a) To carry on the business of manufacturers, importers, exporters, buyers and sellers of ferrous and non-ferrous forged components, metal-formers,

metallurgists, ferrous and non-ferrous castings, ferrous and non-ferrous foundries and shapers like manufacture of moulds, dies, cores and service tools required or necessary and of plant, machinery, machine tools, equipment and articles or components parts thereof.

- b) To carry on the business of manufacturers, producers, designers, fabricators, processors, converters, sellers, traders, dealers, importers, exporters, renders and distributor either on its own or with the help of others or in collaboration with others of all components, spare parts and accessories for undertakings engaged in the production, processing and manufacture of all types of transport vehicles, tractors, earth moving equipments, engineering parts for machinery, accessories and industrial components.

5.1.3 Details of change of name, registered office and objects of the Transferor Company during the last five years: Not Applicable

5.1.4 The authorised, issued, subscribed and paid up capital of Transferor Company as on March 31, 2025 is as follows:

Particulars	Amount in INR
Authorized share capital	
20,00,000 Equity Shares of Rs. 10 /- each	2,00,00,000
Issued, subscribed and paid-up share capital	
20,00,000 Equity Shares of Rs. 10 /- each	2,00,00,000

There has been no change in the authorized, issued, subscribed and paid up share capital of Transferor Company from March 31, 2025 till date.

5.1.5 The details of the Promoter and Directors of the Transferor Company as on date along with their addresses are as follows:

Promoter:

S. No	Name	Regd. Office Address
1	TSF Investments Limited (Formerly Sundaram Finance Holdings Limited)	21 Patullos Road, Chennai -600 002

Directors:

S.No	Name	Designation	Address
1	Sekar Krishnaswamy	Director	A-2, Krishnachith Apartments, 10/69, 3rd Main Road, Gandhi Nagar, Adyar, Chennai-600020 Tamil Nadu.
2	Suryaprakashrao Kunapuli	Director	No.20, Yoga Narasimha Colony, Sholinghur, Ranipet Dist. Tamilnadu - 631102
3	Kuppusami Sivakumar	Director	No. 507 L, 3rd Street, Venkatraju Nagar, Pandiyanellore, Sholinghur, Ranipet Dist., Tamilnadu-631102.
4	Narasimhan Vasudevan	Director	No.14, Cenotaph 2nd Lane, Teynampet, Chennai - 600018

5.2 Axles India Limited**5.2.1 Axles India Limited - Second Applicant Company/ Transferee Company**

- a) Corporate Identification Number(CIN) of the Transferee Company : U27209TN1981PLC008630
- b) Permanent Account Number (PAN) : AAACA3173D
- c) Name of the Company : Axles India Limited
- d) Date of Incorporation: February 18, 1981
- e) Type of the Company: Public Company
- f) Registered office address and e-mail address :
Regd. Office: 21, Patullo Road, Chennai, Tamil Nadu, India 600 002
Email : bharathi.c@axlesindia.com

5.2.2 The main objects as set out in Clause III of the Memorandum of Association of Axles India Limited are as under:

- a) To carry on the business of manufacturers, exporters and dealers in all types of Axles and Axle Components for Commercial Vehicles and other types of automotive and off-highway vehicles.

- b) To manufacture, produce, repair, export, import, purchase, sell and deal in and generally to carry on business in the manufacture, sale and supply of Axles and Axles Components.
- c) To manufacture, sell or otherwise deal in all such materials or components as are allied or akin to the above-mentioned products.
- d) To carry on the business of manufacture of Forgings, Castings, Pressed/Fabricated items, Gears and Shafts.

5.2.3 Details of change of name, registered office and objects of the Transferee Company during the last five years: Not Applicable

5.2.4 The authorised, issued, subscribed and paid up capital of the Transferee Company as on March 31, 2025 is as follows:

Particulars	Amount in INR
Authorized share capital	
2,60,00,000 Equity Shares of Rs.10 /- each	26,00,00,000
6,00,000 Preference Shares of Rs.100 /- each	6,00,00,000
Total	32,00,00,000
Issued share capital	
2,54,90,646 Equity Shares of Rs.10 /- each	25,49,06,460
Total	25,49,06,460
Subscribed and paid-up share capital*	
2,54,84,410 Equity Shares of Rs.10 /- each fully paid-up	25,48,44,100
Total	25,48,44,100

*6,236 equity shares of ₹10 each, issued at ₹7 per share and not fully paid-up, were forfeited due to non-payment of call money

There has been no change in the authorized, issued, subscribed and paid up share capital of Transferee Company from March 31, 2025 till date.

5.2.5 The details of the Promoters and Directors of the Transferee Company as on date along with their addresses are as follows:

Promoters:

S. No	Name	Regd. Office Address
1	Wheels India Limited	21 Patullos Road, Chennai- 600 002
2	TSF Investments Limited (Formerly Sundaram Finance Holdings Limited)	21 Patullos Road, Chennai- 600 002

Directors:

S.No	Name	Designation	Address
1	Santhanam Ram	Chairman	No. 57 Prithvi Avenue, Alwarpet, Teynampet, Chennai 600018
2	Madhavan Varadarajan	Managing Director	GR PL-155, Mangala Nagar, 6th Cross Street, Porur, Chennai 600116
3	Nivedita Ram	Director	No.392, 1st Cross, HAL, 2nd Stage, Indra Nagar, Bengaluru North- 560008, Karnataka
4	Srivats Ram	Director	NO. 57 Prithvi Avenue Alwarpet, Teynampet Chennai 600018
5	Sriram Viji	Additional Director	10 B Raghaveera Avenue, Poes Garden, Gopalapuram, Chennai- 600086
6	Priyamvada Ramkumar	Independent Director	Flat 2G, Jamal's Beach Avenue, 14/23, New Beach Road, Thiruvanmiyur Chennai 600041

6. Relationship subsisting between the Companies who are parties to the Scheme of Amalgamation

The Transferor Company is holding 53,93,674 (Fifty-Three Lakh Ninety Three Thousand Six Hundred and Seventy Four only) shares in the Transferee Company as the Promoter of the Transferee Company.

7. Rationale and Benefits of the Scheme of Amalgamation

The Board of Directors of Transferor Company and Transferee Company believe that the proposed Scheme would, inter alia, have the following benefits:

- a) The Transferor Company and the majority of the equity share capital of Transferee are owned, inter alia, by the same group of companies, and therefore, the amalgamation of the Transferor Company with and into the Transferee Company would lead to simplification of the group structure.
- b) The amalgamation of the Transferor Company with the Transferee Company will help in consolidation of manufacturing of forged parts and captive forging activities under a single entity and facilitate agile responses to customer requirements, quicker implementation of design changes, and enhanced cost competitiveness.
- c) The amalgamation will enable optimization of the forging value chain and manufacturing operations, leading to cost-effective processes and improved efficiency.
- d) The amalgamation will facilitate integration of respective in-house engineering, manufacturing and supply chain expertise to act as a gateway for growth and expanding business operations wherein the resources of the Transferor Company can be advantageously combined with the resources of the Transferee Company and thereby delivering greater value to customers.
- e) There is no likelihood that interests of any shareholder or creditor of either the Transferor Company or the Transferee Company would be prejudiced as a result of the Scheme. The Scheme will not impose any additional burden on the members of the Transferor Company or the Transferee Company.

8. The salient features of the Scheme are as follows:

DEFINITIONS, SHARE CAPITAL AND DATE OF OPERATION OF SCHEME

“Appointed Date” means 1st day of April, 2025, or such other date as may be fixed or approved by the National Company Law Tribunal, being the date with effect from which this Scheme shall be deemed to be operative and effective;

“Effective Date” means the date on which the Scheme is sanctioned by NCLT under Sections 230-232 of the Act. References in this Scheme to date of “coming into effect of the Scheme” or “upon the Scheme becoming effective”, or “effectiveness of the Scheme” and other similar expressions shall mean the Effective Date.

1. AMALGAMATION OF TRANSFEROR COMPANY WITH AND INTO THE TRANSFEREE COMPANY

- 1.1. *With effect from the Appointed Date and upon the Scheme becoming effective, the Undertaking of the Transferor Company, along with all the assets, liabilities, contracts, employees, licences, records, approvals, etc. being integral part of the Transferor Company shall, without any further act, instrument or deed, stand amalgamated with and be vested in or be deemed to have been vested in the Transferee Company on a going concern basis so as to become as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.*
- 1.2. *Without prejudice to the generality of the above clauses and to the extent applicable, unless otherwise stated herein, upon the coming into effect of this Scheme and with effect from the Appointed Date:*
 - 1.2.1. *All the properties and assets of the Undertaking of the Transferor Company, tangible or intangible, balance in bank, cash or investments (including investment in subsidiaries) and other assets of whatsoever nature and tax credits including under GST law, quotas, rights, consents, entitlements, licenses, certificates, permits, and facilities of every kind and description whatsoever for all intents and purposes, permissions under any Tax Laws, incentives, if any, whether or not included in the books of the Transferor Company, without any further act or deed so as to become the business, properties and assets of the Transferee Company. Provided that for the purpose of giving effect to the vesting, the Transferee Company shall at any time pursuant to the orders under this Scheme be entitled to get the records of the change in the title and the appurtenant legal right(s) upon the*

vesting of such assets of the Transferor Company in accordance with the provisions of Sections 230 to 232 of the Act.

1.2.2. All the movable assets of the Transferor Company or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, whether or not included in the books of the Transferor Company, shall be physically handed over by manual delivery or by endorsement and delivery, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.

1.2.3. All other movable properties of the Transferor Company, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, quasi government, local and other authorities and bodies, customers and other persons, whether or not included in the books of the Transferor Company, shall without any further act, instrument or deed, pursuant to the orders of this Scheme becoming effective and by operation of law become the properties of the Transferee Company, and the title thereof together with all rights, interests or obligations therein shall be deemed to have been mutated and recorded as that of the Transferee company. All investments of the Transferor Company shall be recorded in the name of the Transferee Company by operation of law as transmission in favour of the Transferee Company as a successor in interest and any documents of title in the name of the Transferor Company shall also be deemed to have been mutated and recorded in the name of the Transferee Company to the same extent and manner as originally held by the Transferor Company and enabling the ownership, right, title and interest therein as if the Transferee Company was originally the Transferor Company . The Transferee Company shall subsequent to this Scheme becoming effective be entitled to the delivery and possession of all documents of title of such movable property in this regard.

1.2.4. Without prejudice to the aforesaid, all the immovable properties (including but not limited to the land, buildings, offices, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company , whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto, and any shares in

cooperative housing societies associated with such immoveable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Forge and/or Axles, as the case may be for each of the immovable properties, only for the purposes of the payment of stamp duty, registration fees or other similar taxes or fees (if required under applicable law), shall be deemed to be conveyed at the applicable circle rates/guideline values applicable to the immovable properties as determined by the relevant authorities at the time of registration. Provided that, at the discretion of the Transferee Company, separate instruments/affidavits/declarations be executed setting out the particulars of the properties or deeds of assignment of lease, as the case may be, by the Transferee Company in respect of such immovable properties of the Transferor Company, whether owned or leased, as described in Schedule I of the Scheme, by the Transferor Company for the purpose of transfer and vesting unto Transferee Company under this Part III of this Scheme. The execution of such instruments/affidavits/declarations only for the purpose of payment of stamp duty and registration fees (if applicable) shall form an integral part of the Scheme.

- 1.2.5. Any floating charges created by the Transferor Company in favour of their bankers on any of the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Company from the Appointed Date till the Effective Date, shall be deemed to be the security and shall be available as security for the loans, cash credit and other working capital facilities, both fund based and non-fund based, which were sanctioned by the bankers of the Transferor Company, either utilised fully or partly or unutilised by the Transferor Company subject to the limits sanctioned by their bankers, so transferred and vested in the Transferee Company pursuant to the Scheme.*
- 1.2.6. The Transferor Company shall give notice in such form as it may deem fit and proper, to each person, debtor, loanee or depositee as the case may be, belonging to or related to the Transferor Company, that pursuant to the NCLT having sanctioned the Scheme, the said debts, loans, advances, bank balances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change.*
- 1.2.7. All the consents, permissions, licenses, certificates, insurance covers, clearances, authorities, power of attorneys given by, issued to or executed in favour of the Transferor*

Company, shall stand vested in or transferred automatically to the Transferee Company without any further act or deed and shall be appropriately mutated by the authorities concerned therewith in favour of the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company. The benefit of all statutory and regulatory permissions including the statutory or other licenses, Tax registrations, permits, permissions or approvals or consents required to carry on the operations of the Transferor Company shall automatically and without any other order to this effect, vest into and become available to the Transferee Company pursuant to this Scheme becoming effective in accordance with the terms thereof. Without prejudice to the provisions of the above clauses, in respect of such of the assets and properties of the Transferor Company, as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall upon such transfer become the assets and properties of the Transferee Company without requiring any deed or instrument or conveyance for the same.

1.2.8. All the insurance policies registered in the name of the Transferor Company which are active as on the date of approval of the Scheme by the Tribunal and which can be transferred/assigned shall pursuant to the provisions of Section 232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the benefit of the Transferee Company and accordingly, the insurance companies shall record the name of the Transferee Company in all the insurance policies registered in the name of the Transferor Company so as to ensure that all the rights and privileges under all such policies available to the Transferor Company and / or to any other person/director/employee of such Transferor Company, whether in the capacity of the Policy Holder or Owner or Insured or the Beneficiary, as the case may be, be available to the benefit of the Transferee Company and / or to any other person/director/employee of Transferee Company, as the case may be, on the same terms and conditions as they were applicable to the Transferor Company concerned and upon such transfer/assignment, all such policies shall be effective in favour of the Transferee Company as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

1.2.9. All debts, liabilities, contingent liabilities, duties, Taxes (including any advance taxes paid, MAT credit, TDS deducted on behalf of the Transferor Company, etc.), GST liabilities, and

obligations of the Undertaking of the Transferor Company, as on the Appointed Date, whether provided for or not, in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date shall, pursuant to this Scheme becoming effective as per the order of the NCLT or such other competent authority, as may be applicable under Section 233 and other applicable provisions of the Act, and without any further act or deed, be vested or deemed to be vested in and be assumed by the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, Taxes, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.

1.2.10. All intangible assets including various business or commercial rights, pre-qualification for past projects / sales, customer-base, etc. belonging to but not recorded in books of the Transferor Company shall be transferred to and vested with the Transferee Company and shall include all letters of intent, request for proposal, prequalification, permits, registrations, bid acceptances, tenders, technical experience (including experience in executing projects), goodwill earned in execution of the projects, technical know-how, contracts, deeds, memorandum of understanding, bonds, agreements, track record, brand usage rights (or any other nomenclature called) and all other rights claims, powers in relation to or enjoyed by or granted in favour of the Transferor Company, and the historical financial strength including turnover, profitability, performance, market share, net-worth, liquid/ current assets and reserves of the previous years and all empanelment's, accreditations, recognitions as approved vendors for undertaking any jobs.

1.2.11. The transfer and vesting of the assets pursuant to the Scheme, as aforesaid, shall be, subject to existing charges / hypothecation / mortgage (if any as may be subsisting) over or in respect of the assets or any part thereof in favour of Banks and Financial Institutions. Provided, however, that any reference in any security documents or arrangements to which the Transferor Company is a party, to such assets of the Transferor Company offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Company shall be construed as references only to the assets pertaining to the Transferor Company as are vested in the Transferee Company under this Clause, to the end and intent that such security, mortgage and or charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company, unless specially agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company.

- 1.2.12. *In so far as the various incentives, indirect tax benefits, subsidies, grants, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of by the Transferor Company is concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions on and from the Appointed Date. Any conditions already fulfilled by the Transferor Company before the Effective Date shall be deemed to have been fulfilled by the Transferee Company. Any fulfilment of conditions to be met by the Transferor Company shall be fulfilled by the Transferee Company after the Effective Date.*
- 1.2.13. *The investments held by the Transferor Company in Captive Generating Power Plants and the related consumption of electricity (renewable energy), shall stand automatically transferred to and in the name of the Transferee Company upon the Scheme coming into effect. Any conditions already fulfilled by the Transferor Company before the Effective Date under the Electricity Act, 2003 and the rules framed thereunder shall be deemed to have been fulfilled by the Transferee Company.*
- 1.2.14. *The Transferee Company, may, at any time after this Scheme coming into effect, if required under law or otherwise, execute deeds of confirmation in favour of secured creditors of the Transferor Company or any other party with which the Transferor Company have a contract or arrangement, or give any such writing or do any such things, as may be necessary, to give effect to the above. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.*
- 1.2.15. *In so far as loans and borrowings of the Transferor Company pertaining to the loans and liabilities, which are to be vested to the Transferee Company shall, without any further act or deed, become loans and borrowings of the Transferee Company, and all rights, powers, duties and obligations in relation thereto, be and stand vested in and shall be exercised by or against the Transferee Company as if it had entered into such loans and incurred such borrowings. Thus, the primary obligation to redeem or repay such liabilities upon the Scheme becoming effective shall be that of the Transferee Company.*
- 1.2.16. *The vesting of the assets of the Undertaking comprised in the Transferor Company to the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided:*

- (i) *The existing securities, mortgages, charges, Encumbrances or liens, if any, created by the Transferor Company after the Appointed Date, in terms of this Scheme, over the assets comprised in the Transferor Company, or any part thereof, shall be vested in the Transferee Company by virtue of this Scheme, and such Encumbrances shall not relate or attach to any of the other assets, of the Transferor Company.*
- (ii) *In so far as the existing Encumbrances, if any, in respect of the loans, borrowings, debts, liabilities, is concerned, such Encumbrance shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Transferor Company which have been Encumbered in respect of the transferred liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Undertaking of the Transferor Company which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the transferred liabilities, such assets shall remain un-Encumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.*

1.2.17. In so far as the existing security in respect of the loans or borrowings of the Transferor Company and other liabilities relating to the Transferor Company is concerned, such security shall, without any further act, instrument or deed be continued with the Transferee Company. The Transferor Company and the Transferee Company shall file necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

1.2.18. The foregoing provisions insofar as they relate to the vesting of liabilities with the Transferee Company shall operate, notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security documents, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

1.2.19. Upon the coming into effect of this Scheme, the limits approved by the shareholders / board of directors of the Transferee Company, as the case may be, for borrowing, lending, providing loans and advances, investments or providing guarantees or giving donations, shall without further act or deed stand enhanced by an amount equivalent to the aggregate of the authorised limit of the Transferor Company, such limits being incremental to the

existing limits of the Transferee Company. For the avoidance of doubt, for the purposes of reckoning the aforesaid limits of the Transferor Company to the extent computed using the paid up capital and free reserves, the same shall be computed on the basis of the last audited financial statements of the Transferor Company, immediately preceding the Effective Date.

1.2.20. Upon this Scheme coming into effect, any loan or liabilities other obligations due and all the interparty transactions or commitments between the Transferor Company and the Transferee Company shall stand discharged and shall stand cancelled and there shall be no liability in that behalf.

1.2.21. The Scheme shall not operate to enlarge the Encumbrances in respect of the liabilities of the Undertaking of the Transferor Company over the properties, assets, rights, benefits and interest of the Transferee Company (as existing immediately prior to the effectiveness of the Scheme) nor shall Transferee Company be obliged to create any further or additional security (except for the creation of security by the Transferee Company as required under any financing documents in relation to any credit facility availed by the Transferor Company) after the Scheme has become effective or otherwise. The absence of any formal agreement or amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

1.2.22. Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the existing Encumbrances over the assets and other properties of the Transferee Company or any part thereof which relate to the liabilities of the Transferee Company prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking of the Transferor Company transferred to and vested in the Transferee Company by virtue of the Scheme.

1.2.23. The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions. Any reference in any security documents or arrangements to the Transferor Company and its assets and properties, which relate to the Undertaking(s) of the Transferor Company, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of the Scheme.

- 1.2.24. *Without prejudice to the provisions of the foregoing Clauses, the Transferor Company and the Transferee Company may enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.*
- 1.2.25. *With effect from the Appointed Date, subject to the other provisions of the Scheme, all approvals, quotas, rights, consents, entitlements, licenses, certificates, permits, and facilities of every kind and description whatsoever, privileges, deeds, bonds, quality certifications and approvals, powers of attorneys, agreements and other instruments of whatsoever nature in relation to the Transferor Company, is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto for continuation of operations of the Transferor Company by the Transferee Company without any hindrance or disruption. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, endorsements or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party, in order to give formal effect to the provisions of this Scheme, if so required or if it becomes necessary. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings, endorsements or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.*
- 1.2.26. *With effect from the Appointed Date and upon the Scheme becoming effective, the entitlement to various benefits under incentive schemes and policies, if any, in relation to the Transferor Company shall stand vested in and/or be deemed to have been vested in the Transferee Company together with all benefits and entitlements of any nature whatsoever. Such entitlements shall include Taxes benefits under the Tax Laws in the nature of exemption, deferment, refunds and incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits and entitlements under such incentive schemes*

were made available to the Transferor Company. The Transferee Company shall be entitled to such benefits in its name, without any additional liabilities or expenses whatsoever.

1.2.27. Taxes as per the Tax Laws of the Transferor Company to the extent not provided for or covered by the Tax provision in the accounts made as on the date immediately preceding the Appointed Date related to the Transferor Company shall be vested with/be the responsibility of the Transferee Company.

1.2.28. All Taxes paid or payable by the Transferor Company in respect of the operations and/ or the profits of Transferor Company before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the Tax payment whether by way of deduction at source, collection at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operations of the Transferor Company after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.

1.2.29. The Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), Service Tax law, VAT law, Goods and Service Tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit) and to claim tax benefits etc. and for matters incidental thereto, if required, to give effect to the present Scheme from the Appointed Date.

1.2.30. On and from the Appointed Date, if any Certificate for Tax Deducted at Source, Tax collected at source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company, it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.

1.2.31. On and from the Appointed Date, the benefit of all balances relating to Taxes under the Tax Laws being balances pertaining to the Transferor Company, if any, shall stand vested in the Transferee Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Transferee Company. The liabilities of the Transferor Company as on the Appointed Date shall stand vested in the Transferee Company.

1.2.32. *Any obligations met by the Transferor Company under the Companies (Corporate Social Responsibility Policy) Rules, 2014 before the Effective Date shall be deemed to have been met by the Transferee Company upon the Scheme coming into effect. Any contribution in excess of the prescribed limits under the aforesaid rules by the companies shall be available for set-off against the obligations of the Transferee Company under the abovementioned rules after the Effective Date.*

1.2.33. *Upon the coming into effect of this Scheme and notwithstanding the other provisions of this Scheme, all contracts, deeds, agreements, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives, remissions, remedies, subsidies, guarantees, etcetera of whatsoever nature except any shareholders agreements to which the Transferor Company(ies) is a party or to the benefit of which the Transferor Company or any project owned or promoted by the Transferor Company may be eligible and which have not lapsed and are vested, subsisting or having effect on the Effective Date shall be in full force and effect in favour of the Transferee Company, as the case may be, and may be enforced by the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto or beneficiary thereof. Any shareholders agreement to which the Transferor Company is a party shall lapse and stand terminated upon the Scheme coming into effect. The Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any bipartite or multipartite arrangements, confirmations or novations, in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this clause. The Transferee Company shall perform the Transferor Company's obligations under all such existing contracts, deeds, agreements, licenses, and other such instruments, as the new obligor replacing the original obligor, i.e., the Transferor Company.*

1.2.34. *On and from the Effective Date, and till such time that the name of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name*

of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of Transferee Company, if presented by the Transferee Company.

1.2.35. The resolutions, if any, of the Board of Directors, or Committees thereof, shareholders of the Transferor Company which are valid and subsisting on the Effective Date shall be continued to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable legislations then said limits shall be added and shall constitute the aggregate of the said limits of the Transferee Company.

2. STAFF & EMPLOYEES

2.1. On Part III of the Scheme becoming operative, all the executives, staff, workmen and employees in the service of the Transferor Company immediately preceding Effective Date, and that they shall become the executives, staff, workmen and employees, of the Transferee Company on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer. The terms and conditions of service applicable to such executives, staff, workmen and employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer. In the event of retrenchment of such employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the employees shall have been continuous and shall not have been interrupted by reason of such transfer.

2.2. The equitable interest in accounts/funds of the employees and staff, if any, whose services are vested with the Transferee Company, relating to superannuation, provident fund, gratuity fund, leave encashment, staff welfare schemes, and any other special schemes or benefits created or existing for the benefit of such employees, if any, shall be identified, determined and vested with the respective trusts/funds of the Transferee Company and such employees shall be deemed to have become members of such trusts/funds of Transferee Company. Until such time, the Transferor Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Transferor Company to the relevant funds of the Transferor Company. In the event that the Transferee Company does not have its own fund, in respect of any of the aforesaid matters, the Transferee Company

may, subject to approvals and permissions, if required, continue to contribute to the relevant funds of the Transferor Company until such time that the Transferee Company creates its own fund, at which time the contributions pertaining to the employees of the Transferor Company shall be transferred to the funds created by the Transferee Company. Provided however that, the Transferee Company shall be at liberty to form or restructure its provident fund trusts, gratuity fund and pension and/or superannuation fund trusts in such manner as may be decided by its Board of Directors, subject to compliance of relevant labour laws and any other allied laws for the purpose.

2.3. The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is party in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

2.4. The Transferee Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Transferor Company, the past services of such employees with the Transferor Company shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable. Upon this Scheme becoming effective, the Transferor Company will transfer/handover to the Transferee Company, copies of employment information, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to its and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.

2.5. *The Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Transferor Company with any of its employees prior to Appointed Date and from Appointed Date till the Effective Date.*

3. LEGAL PROCEEDINGS

3.1. *All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company or their properties, assets, debts, liabilities, duties and obligations referred to above, shall be continued and/or enforced until the Effective Date as desired by the Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company in the same manner and to the same extent as would, or might, have been initiated by the Transferor Company.*

3.2. *The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.*

3.3. *After the Effective Date, the Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company in respect of matters referred above, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.*

4. CONSIDERATION / ISSUE OF SHARES

4.1 *Upon the Scheme becoming effective, in consideration of the transfer and vesting of the Undertaking of Transferor Company with and into the Transferee Company, in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme, without any further act, application or deed and without any further*

payment, issue and allot to all the equity shareholders of the Transferor Company in the following manner:

“10,000 (Ten Thousand) equity shares of the Transferee Company having face value of Rs.10/- each fully paid up shall be issued for every 37,842 (thirty-seven thousand eight hundred and forty- two) equity shares held in Transferor Company having face value of Rs. 10 each fully paid up.”

- 4.2 *Since the Transferor Company holds 21.17% of the shares in the Transferee Company, upon the Scheme being sanctioned by the Hon'ble Tribunal and the transfer having been effected as provided in this Scheme, all the equity shares held by the Transferor Company in the Transferee Company shall stand cancelled without any further application, act or deed and equity shares of the Transferee Company shall be issued to the shareholders of the Transferor Company, in accordance with Clause 9.1 above, to the extent of 21.17% of the total paid up equity shares of the Transferee Company. For avoidance of doubt, it is clarified that the reduction in the share capital of the Transferee Company, pursuant to such cancellation shall be effected as an integral part of this Scheme and Section 66 of the Act shall not apply to the Transferee Company to effectuate such reduction of capital.*
- 4.3 *Since the equity shares of the Transferee Company are to be issued in dematerialised form in accordance with the Act, the shareholders of the Transferor Company would be issued equity shares in dematerialised form. Such equity shares of the Transferee Company shall be issued to the equity shareholders of the Transferor Company as per Clause 9.1 above whose names appear in the register of members as on the Record Date or to their respective heirs, executors, administrators, or other legal representatives, or successors-in-title, as the case may be.*
- 4.4 *The Transferee Company shall take necessary steps to increase or alter or re-classify, (if necessary), its authorized share capital suitably to enable it to issue and allot equity shares required to be issued and allotted by it under the Scheme.*
- 4.5 *Approval of the Scheme by the equity shareholders of the Transferee Company shall be deemed to be the due compliance of the provisions of Section 62 of the Act and Rules framed thereunder, and other relevant and applicable provisions of the Act for*

the issue and allotment of equity shares by the Transferee Company to the equity shareholders of the Transferor Company, as provided in the Scheme.

- 4.6 *The issue and allotment of equity shares by the Transferee Company to the equity shareholders of the Transferor Company as provided in this Scheme, shall be deemed, without any further act or deed by the Transferee Company, to be a private placement within the meaning of Section 42 of the Act and Rules framed thereunder and it shall be deemed that the procedures laid down under the said section of the Act and any other applicable provisions of the Act were duly complied with.*
- 4.7 *Upon issue and allotment of equity shares of the Transferee Company, the fractional entitlements of shares to any shareholders of the Transferor Company shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest higher integer. However, in no event, shall the number of new equity shares to be allotted by the Transferee Company to the members of the Transferor Company exceed the number of equity shares held by any of the members in the Transferor Company on the effective date.*
- 4.8 *Pursuant to the issuance of equity shares in the Transferee Company, the equity shareholders of the Transferor Company shall become the equity shareholders of the Transferee Company.*
- 4.9 *In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties after the effectiveness of the Scheme.*
- 4.10 *The equity shares to be issued to the shareholders of the Transferor Company as above shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu with the existing equity shares of the Transferee Company in all respects.*

- 4.11 *In the event that the Transferee Company restructures its equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio for the equity shares to be issued in the Transferee Company to the shareholders of the Transferor Company shall be adjusted accordingly to take into account the effect of any such corporate actions.*
- 4.12 *The approval of the Scheme by the equity shareholders of the Transferor Company and the Transferee Company under Sections 230 to 232 of the Act shall be deemed to have the approval under Sections 13 and 14 of the Act and other applicable provisions of the Act and any other consents and approvals required in this regard.*

5. INCREASE IN THE AUTHORISED SHARE CAPITAL

5.1 *Upon the Scheme becoming fully effective, the authorised share capital of the Transferor Company shall stand combined with the authorised share capital of the Transferee Company without any further act, deed, matter or thing.*

5.2 *Clause V of the Memorandum of Association of the Transferee Company shall, with effect from the Appointed Date and upon the Scheme becoming effective and without any further act, deed, matter or thing be replaced by the following clause:*

“V. The Share Capital of the Company is Rs.34,00,00,000 (Rupees Thirty Four Crores) divided into:

*2,80,00,000(Two Crores Eighty Lakhs) Equity Shares of Rs.10/-each and
6,00,000 (Six Lakhs) Redeemable Preference Shares of Rs. 100/- each”*

5.3 *Filing fees and stamp duty, if any, paid by the Transferor Company on its authorised share capital shall be set off and be deemed to have been so paid by the Transferee Company on the combined authorised share capital. The Transferee Company shall not be required to pay the stamp duty to the extent set off for its increased authorised share capital and accordingly, the Transferee Company shall be required to pay only the balance fee stamp duty in relation to its increased authorised share capital after setting off the fees and stamp duty already paid by the Transferor Company on its authorised share capital. If any further increase of authorised capital is required to issue any shares by the Transferee Company pursuant to the Scheme, the Transferee Company agrees to pass all resolutions as may be necessary for the said purpose in accordance with law and pay all stamp duty and fee in relation to such increase.*

5.4 *The approval of this Scheme under Sections 230 to 232 of the Act by the shareholders of the Transferee Company, whether at a meeting or otherwise, shall be deemed to be and have the approvals under Section 13, 14, 61, 64 of the Act and other applicable provisions of the Act and other consents and approvals required in this regard to give effect to the increase in authorized capital as contemplated in Clause 10.1.*

6. AMALGAMATION NOT TO AFFECT TRANSACTIONS / CONTRACTS OF TRANSFEROR COMPANY:

The transfer and vesting of the Undertaking of the Transferor Company and the continuance of the said proceedings by or against the Transferee Company shall not affect any transaction or proceedings already concluded by or against the Transferor Company after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done or executed by the Transferor Company after the Appointed Date as done and executed on its behalf. The said transfer and vesting pursuant to Section 230-232 of the Act, shall take effect from the Appointed Date unless the NCLT otherwise directs.

7. ACCOUNTING TREATMENT

Notwithstanding anything to the contrary contained herein, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with 'acquisition method' of accounting as per Ind AS 103, Business Combinations read with the circular 09/2019 issued by Ministry of Corporate Affairs, other applicable Ind AS prescribed under section 133 of the Act read with the Companies (Indian Accounting Standard) Rules, 2015 (as amended) and relevant clarifications issued by the Institute of Chartered Accountants of India. The aforesaid circular clarifies that the 'appointed date' identified under the scheme shall also be deemed to be the 'acquisition date' and therefore the effect of the merger shall be given on the Appointed Date.

8. COMPLIANCE WITH TAX LAWS

8.1 *All Taxes including income tax, minimum alternate tax, foreign taxes, customs duty, VAT, service tax, goods and services tax etc. paid or payable by the Transferor Company in*

respect of the operations and/ or the profits of Transferor Company before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the Tax payment whether by way of deduction at source, collection at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operations of the Transferor Company on or after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.

8.2 Taxes as per the Tax Laws of the Transferor Company to the extent not provided for or covered by the Tax provision in the accounts made as on the date immediately preceding the Appointed Date related to the Transferor Company shall be vested with/be the responsibility of the Transferee Company.

8.3 The Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), Service Tax law, VAT law, Goods and Service Tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit) and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the present Scheme from the Appointed Date. Any refund under Income Tax Act, 1961, or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

8.4 Any refund including but not limited to refund under Income Tax Act, 1961, Foreign Taxes, Customs Act 1962, Service Tax laws, VAT laws, Goods and Services Tax laws or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

- 8.5 *On and from the Appointed Date, all tax benefits of any nature, duties, cesses or any other like payments or deductions available to the Transferor Company under Income Tax, Goods and Services Tax, Service Tax etc. or any Tax Deduction at Source, Tax Collection at Source, MAT Credit, tax credits, GST input tax credits, benefits of CENVAT credits, benefits of input credits, and in respect of set-off, carry forward of tax losses, and unabsorbed depreciation shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the passing of the order on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities. On and from the Appointed Date, any Certificate for Tax Deducted at Source, Tax collected at source or any other tax credit certificate relating to the Transferor Company received in the name of the Transferor Company shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.*
- 8.6 *On and from the Effective Date, all tax assessment, reassessment and re-computation proceedings / appeals (including application and proceedings in relation to advance ruling) of whatsoever nature by or against the Transferor Company pending and / or arising and relating to the Transferor Company shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Company.*
- 8.7 *Further, all tax proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.*
- 8.8 *Upon the scheme becoming effective, the Transferee Company shall be entitled to (a) claim deduction with respect to items such as provisions, expenses, etc. disallowed in earlier years in the hands of the Transferor Company (such as u/s 40, 40A, 43B, etc. of the Income Tax Act, 1961), which may be allowable in accordance with the provisions of the Income Tax Act, 1961 on or after Appointed Date and (b) exclude items such as provisions, reversals, etc. for which no deduction or tax benefit has been claimed by the Transferor Company prior to the Appointed Date.*

8.9 *Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (income tax and other applicable laws) to which the Transferor Company is entitled to in terms of applicable Tax laws, shall be available to and vest in the Transferee Company from the Effective Date.*

8.10 *All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation in accordance with the Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with section 35DD of the Income Tax Act, 1961.*

9. CONDUCT OF BUSINESS UNTIL AND AFTER EFFECTIVE DATE

9.1. Transferor Company as Trustee

With effect from the Appointed Date and up to and including Effective Date, the Transferor Company shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed on account of and for the benefit of and in trust for, the Transferee Company, as the Transferee Company is taking over the business as a going concern. The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall neither undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for themselves or on behalf of any third parties, sell, transfer, alienate, charge, mortgage or Encumber or deal with the assets of the Undertaking of the Transferor Company or any part thereof other than in the ordinary course of business as carried on by them as on the date of filing of this Scheme with the NCLT or with the written consent of the Transferee Company.

9.2. Property in Trust

Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Undertaking of the Transferor Company is transferred, vested, recorded, effected and/ or perfected, in the records of any

Appropriate Authority, regulatory bodies or otherwise, in favour of the Transferee Company, such company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the relevant Parties, the Transferor Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Transferee Company.

9.3. Profit or Losses up to Effective Date

With effect from the Appointed Date and up to and including the Effective Date, all profits or incomes accruing or arising to the Transferor Company or all expenditure or losses incurred or arising, as the case may be, by the Transferor Company shall, for all purposes, be treated and deemed to be and accrue as the profits or incomes or expenditures or losses, as the case may be, of the Transferee Company.

9.4. *With effect from the Effective Date, the Transferee Company shall be entitled to use all packed/ labelled goods, packing materials, cartons, stickers, wrappers, labels, containers, point of sale material, sign board, samples, closures, other publicity material, etc. lying unused with the Transferor Company or their vendors, suppliers or third party or in their supply chain or distribution channel and which the Transferor Company is entitled to use under any statutes/ regulations, till such time as all of such stock exhaust without making any amendment on those goods or materials.*

9.5. *The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the central government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.*

10. ENFORCEMENT OF CONTRACTS, DEEDS, BONDS & OTHER INSTRUMENTS:

- 10.1. *Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party, subsisting or having effect immediately before the Amalgamation, shall remain in full force and effect against or, as the case may be, in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company was a party thereto. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting occurs by virtue of this Scheme itself, the Transferee Company may, 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, take such actions and execute such deeds, confirmations or other writings or arrangements to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.*
- 10.2. *For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approvals from the government authorities concerned as may be necessary in this behalf.*

11. MATTERS RELATING TO SHARE CERTIFICATES

The Share Certificates held by the shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company.

12. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme being sanctioned by an Order made by the Tribunal under Sections 230 to 232 of the Act, the Transferor Company shall stand dissolved without winding up on the Scheme becoming effective from the Effective Date in accordance with the Act and the relevant rules, without requiring any further act or deed by the Companies.

GENERAL TERMS AND CONDITIONS

13. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

The Scheme is conditional upon and subject to:

- 13.1. *The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.*
- 13.2. *The Scheme being agreed to by the respective requisite majorities of the members and creditors of the Transferor Company and the Transferee Company, if meetings of members and creditors of the said Companies are convened by the Tribunal or dispensation being granted by the Tribunal, and the sanction of the Tribunal being accorded to the Scheme.*
- 13.3. *The sanction of the Scheme by the NCLT under Sections 230 to 232 and other applicable provisions, if any, of the Act.*
- 13.4. *Certified / authenticated copies of the order of the NCLT, sanctioning the Scheme, being filed with the Jurisdictional Registrar of Companies.*

GENERAL CLAUSES, TERMS AND CONDITIONS

14. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

14.1 The Scheme is conditional upon and subject to:

- i. *The approval by the requisite majority of the shareholders and / or creditors (as may be required and / or to the extent not dispensed with by the NCLT) of the Transferor Company and the Transferee Company, as required under*

applicable Laws;

- ii. *The requisite sanction or approval of the NCLT being obtained and / or granted in relation to any of the matters in respect of which such sanction or approval is required under Sections 230 to 232 and other applicable provisions of the Act;*
- iii. *Sanctions and Orders under the applicable provisions of the Act / Laws being obtained by the Transferee Company and the Transferor Company from the Appropriate Authorities;*
- iv. *Certified copies of the orders of the NCLT, sanctioning the Scheme being filed with the Registrar of Companies, Chennai at Tamil Nadu by the Transferee Company and the Transferor Company; and*
- v. *All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.*

14.2 In the event of this Scheme failing to take finally effect for whatsoever reasons, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se between the parties or their respective shareholders or creditors or employees or any other person.

The Salient features as set out above being only the salient features of the Scheme of Amalgamation as are statutorily required to be included in this explanatory statement, the members are requested to read the entire text of the Scheme of Amalgamation (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the proposed Scheme of Amalgamation.

9. Extent of Shareholding of Directors and Key Managerial Personnel

- 9.1** The directors of the Transferor Company and Transferee Company, may be deemed to be concerned and/or interested in the Scheme to the extent of their shares that may be held by them, if any, or by the Companies, firms, institutions, trusts of which they are directors, promoters, members or trustee in the Transferor Company and Transferee Company, may be deemed to be concerned and/or interested in the Scheme to the extent of their shares. None of the directors, Key Managerial Personnel ('KMPs') or relatives of the directors and KMPs of the Transferor Company and Transferee Company, have any material, financial or other interest. in the Scheme. Further, none of the managers, key managerial personnel and relatives of the directors of Transferee Company is concerned or interested, financially or otherwise in the proposed Scheme. Save as aforesaid, none of the Directors of the Transferee Company have any material interest in the proposed Scheme.
- 9.2** None of the Directors or Key Managerial Personnel of the Transferor Company hold any shares in the Transferor Company or the Transferee Company as on September 30, 2025, except Mr. K. Sekar, who holds one share of the Transferor Company as a nominee shareholder.
- 9.3** None of the Directors, Key Managerial Personnel of the Transferee Company hold any shares in Transferor Company and Transferee Company as on September 30, 2025.

10. Effect of the Scheme:

10.1 Directors/KMP

The Directors and Key Managerial Personnel (“KMP”) of the participating companies and their respective relatives do not have any material interest, concern or any other interest in the Scheme of Amalgamation except to the extent of their shareholding in the Transferee Company. There will be no adverse effect of the Scheme of Amalgamation on the Directors and KMP of the Transferee Company.

Further, pursuant to the scheme becoming effective, the Transferor Company will merge with the Transferee Company and will be dissolved without the process of winding up. Therefore, the office of the existing Directors of the Transferor Company will cease on dissolution. There will be no effect on Directors of Transferee Company as Directors of the Transferee Company will continue as Directors after effectiveness of the Scheme.

10.2 Promoters & Non-Promoter Members

Upon coming into effect of the Scheme and in consideration for transfer and vesting of the Undertaking of the Transferor Company with and into the Transferee Company, the Transferee Company shall, without any further application or deed and without any further payment, issue and allot to all the equity shareholders of the Transferor Company (whose names appear in the register of members as on the Record Date) in proportion of their holding in the Transferor Company in the following manner:

“10,000 (Ten Thousand)] equity shares of the Transferee Company having face value of Rs.10/- each fully paid up shall be issued for every 37,842 (thirty-seven thousand eight hundred and forty- two) equity shares held in Transferor Company having face value of Rs. 10 each fully paid up.”

The Promoter of the Transferor Company will be allotted equity shares of the Transferee Company in accordance with the aforesaid Scheme.

10.3 Creditors:

There is no impact of the Scheme on creditors of the participating Companies as the Scheme does not envisage any arrangement with creditors. Further, none of the creditors have any interest in the draft Scheme except to the extent of shares held by them, if any, in any of the participating companies. As provided in the Scheme, upon the Scheme coming into effect all the liabilities, if any of the Transferor Companies stand transferred and vested with Transferee Company.

10.4 Employee(s):

As envisaged in Part III of the Scheme, all the executives, staff, workmen and employees in the service of the all Transferor Companies immediately preceding Effective Date, shall become the executives, staff, workmen and employees, of the Transferee Company on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer. The terms and conditions of service applicable to such executives, staff, workmen and employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer.

10.5 Depositors, Deposit Trustee, Debenture Holders and Debenture Trustee:

As there are no depositors, deposit trustee, debenture holders and debenture trustee in the participating companies, the effect of the Scheme on them do not arise.

11. Amount due to Unsecured Creditors

The amount due to unsecured creditors by the Transferor Company and Transferee Company, as on June 30, 2025 and July 31, 2025 respectively are as follows:

Name of the Companies	Amounts Due (INR)
Forge 2000 Private Limited	1,54,97,251.00
Axles India Limited	92,58,44,466.72

12. Pre And Post Amalgamation Capital Structure

12.1 The Pre Amalgamation capital structure of the Transferor Company and Transferee Company has already been provided under Para 5 of this Statement.

12.2 The Post Amalgamation capital structure of the Transferor Company and Transferee Company is as follows:

Name of the Company: Forge 2000 Private Limited – Not Applicable

Upon the proposed Scheme becoming effective, the Transferor Company shall be dissolved without the process of winding up.

Name of the Company: Axles India Limited

Particulars	Amount in INR
Authorized share capital	
2,60,00,000 Equity Shares of Rs.10 /- each	26,00,00,000
6,00,000 Preference Shares of Rs.100 /- each	6,00,00,000
Total	32,00,00,000
Issued share capital	
2,06,25,485 Equity Shares of Rs.10 /- each	20,62,54,850
Total	20,62,54,850
Subscribed and paid-up share capital*	
2,06,19,249 Equity Shares of Rs.10 /- each fully paid-up	20,61,92,490
Total	20,61,92,490

*6,236 equity shares of ₹10 each, issued at ₹7 per share and not fully paid-up, were forfeited due to non-payment of call money

13. Pre And Post Amalgamation Shareholding Pattern

13.1 The pre and post Scheme shareholding pattern of the Transferor Company is as follows:

S.No	Name of the Shareholder	Pre Scheme of Amalgamation		Post Scheme of Amalgamation	
		No. of shares	%	No. of shares	%
1	TSF Investments Limited (Formerly Sundaram Finance Holdings Limited)	19,99,994	100%	N.A.	N.A.
2	Mr. K Sekar	1		N.A.	N.A.
3	Mr. G Shankar	1		N.A.	N.A.
4	Mr. S S Kannan	1		N.A.	N.A.
5	Mr. T Narayanan	1		N.A.	N.A.
6	Mr. P.S Narayanan	1		N.A.	N.A.
7	Ms. E Pavithra	1		N.A.	N.A.

Post amalgamation, the Transferor Company shall be merged with Transferee Company.

13.2 The expected pre and post Scheme shareholding pattern of Transferee Company is as follows:

S.No	Name of the Shareholder	Pre Scheme of Amalgamation		Post Scheme of Amalgamation	
		No. of shares	%	No. of shares	%
1	Wheels India Limited	31,89,194	12.51	31,89,194	15.47
2	TSF Investments Limited (Formerly Sundaram Finance Holdings Limited)	1,60,49,962	62.98	1,65,78,475	80.40
3	Forge 2000 Private Limited	53,93,674	21.17	N.A.	N.A.
4	Public	8,51,580	3.34	8,51,580	4.13

14. Valuation

The exchange ratio/ swap ratio is based on the valuation report obtained from KPMG Valuation Services LLP, Registered Valuer. The Transferee Company will issue equity shares to the shareholders of Transferor Company as per the swap ratio determined as per the aforesaid mentioned report.

15. The shareholders of Transferor Company will be issued shares in accordance with the Share Exchange Ratio provided in the Valuation Report. The Scheme is not expected to have any adverse effect on the Key Managerial Personnel, directors, secured or unsecured creditors, non-promoter members, and employees of the Transferee Company wherever relevant, as no sacrifice or waiver is at all called from them nor their rights sought to be modified in any manner.
16. Corporate members intending to send their authorised representatives to attend the meeting are requested to lodge a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate not later than 48 (Forty Eight) hours before commencement of the meeting, authorising such person to attend and vote on its behalf at the meeting.
17. In compliance with the provisions of Section 232(2) of the Companies Act, 2013, the Board of Directors of the Transferee Company, have adopted a Report, inter-alia, explaining the effect of the Scheme on each class of shareholders (promoter and non-promoter shareholders) and key managerial personnel. A copy of the Reports adopted by the Board of Directors of the Transferee & Transferor Companies is enclosed to this Explanatory Statement as Annexure C & D respectively.
18. A copy of the Audited Financial Statements for the period ending March 31, 2025 and Provisional Unaudited Financial Statements for the period ending September 30, 2025 of Transferee Company and Transferor Company are enclosed herewith as Annexure E & F respectively.

19. Disclosure about effect of compromise or amalgamation on material interests of directors, Key Managerial Personnel and debenture trustees:

None of the Directors, Key Managerial Personnel of the Company and their relatives are concerned or interested, financially or otherwise, in the resolution except to the extent of their respective directorship / shareholding if any in the respective companies involved in the Scheme.

As of date, no debentures have been issued by any of the Participating companies, and hence, the effect of the Scheme of Amalgamation on Debenture Trustee does not arise.

20. Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors, namely:

Inspection of the following documents may be carried at Registered Office of the Applicant Companies up to one day prior to the date of the meeting between 10.00 AM (IST) and 05.00 PM (IST) on all working days (except Saturdays, Sundays and Public Holidays):

- a) The Orders of the Hon'ble National Company Law Tribunal, Division Bench, Chennai directing and convening of the meeting of Unsecured Creditors of the Transferee Company.
 - b) Copy of Scheme of Amalgamation.
 - c) Copy of Memorandum and Articles of Association of Transferor Company and Transferee Company.
 - d) Copy of the Annual Reports of Transferor Company and Transferee Company for the last three financial years ending March 31, 2023, March 31 2024 and March 31, 2025.
 - e) A copy of the Audited Financial Statements for the period ending March 31, 2025 and Provisional Unaudited Financial Statements for the period ending September 30, 2025 of Transferor Company and Transferee Company.
 - f) Copies of the Resolutions passed by the respective Board of Directors of Transferor Company and Transferee Company on July, 26 2025 and July 24, 2025 respectively approving the Scheme.
 - g) Copies of Report(s) of the Board of Directors of Transferor and Transferee Company.
 - h) Copy of the Statutory Auditor's Certificate of the Transferor and Transferee Company, confirming that the accounting treatment proposed in the Scheme of Amalgamation is in compliance with Section 133 of the Companies Act, 2013.
 - i) Register of Directors and their shareholding.
 - j) Copy of the Company Application CA(CAA)/68(CHE)/2025 and the Affidavit in support thereof.
 - k) Such other information or documents as may be necessary.
21. As per the directions of the Tribunal, the meeting is proposed to be held through VC / OAVM with the facility of e-voting and remote e-voting. Unsecured Creditors of the First Applicant / Transferor Company and Equity Shareholders, and Unsecured Creditors of the Second Applicant Company / Transferee as on the cut-off date shall vote through remote e-voting and e-voting system during the meeting.

22. Other Disclosures:

- a) A copy of the Scheme being filed with the Registrar of Companies, Tamil Nadu, Chennai
- b) No winding up petition is pending against the Transferee Company
- c) In the event that the Scheme is withdrawn in accordance with its terms, the Scheme shall stand revoked, cancelled and be of no effect and null and void
- d) This statement may be treated as an Explanatory Statement under Section 230 of the Companies Act, 2013 read with Sections 102 and 110 of the Companies Act, 2013. A copy of the Scheme and Explanatory statement may also be obtained free of cost from the registered office of the Transferee Company
- e) The Company will make a petition under Section 230-232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 to the Hon'ble National Company Law Tribunal, Chennai Bench, for sanctioning of the Scheme.
- f) Under Section 230 of the Companies Act, 2013, the proposed Scheme will have to be approved by a majority in number representing three-fourths in value of the Unsecured Creditors present and voting.
- g) The rights and interests of the members and the creditors of the Companies involved in the Scheme will not be prejudicially affected.
- h) The Directors and KMPs, as applicable, of the Companies involved in the Scheme and their relatives do not have any concern or interest, financially or otherwise, in the Scheme except as directors and shareholders in general.

The Board of Directors, considering the rationale and benefits of the Scheme, recommends the Scheme for approval of the Unsecured Creditors by passing resolution with requisite statutory majority.

For Axles India Limited

Sd /-
C. Bharathi
Company Secretary

Date December 23, 2025
Place: Chennai

Axles India Limited
CIN-U27209TN1981PLC008630
Regd. Office: No. 21, Patullos Road, Chennai - 600 002

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SCHEME OF AMALGAMATION

OF

FORGE 2000 PRIVATE LIMITED

("Transferor Company")

WITH AND INTO

AXLES INDIA LIMITED

("Transferee Company")

AND

THEIR RESPECTIVE SHAREHOLDERS

**UNDER SECTIONS 230 – 232 OF THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS AND RULES FRAMED THEREUNDER**

For Forge 2000 Private Limited

Director

For Axles India Limited

**V. MADHAVAN
Managing Director**

(A) PREAMBLE

This Scheme of Amalgamation (“Scheme”) of Forge 2000 Private Limited (“Transferor Company”) with and into Axles India Limited (“Transferee Company”) and their respective shareholders is presented under Sections 230 – 232 of the Companies Act, 2013 and the rules and regulations made thereunder. The Transferor Company and Transferee Company are, hereinafter, collectively referred to as “Companies” or individually as “Company” as the context may require.

B) PARTS OF THE SCHEME

This Scheme is divided into the following parts: -

Part I deals with the description of the Companies and the rationale for the Scheme;

Part II deals with the definitions, the share capital of the Transferor Company and Transferee Company, and the date of taking effect of the Scheme;

Part III deals with the Amalgamation of the Transferor Company with and into the Transferee Company and certain consequential aspects thereto;

Part IV deals with the general terms and conditions applicable to this Scheme.

The Scheme also provides for various other matters consequential, incidental or otherwise integrally connected herewith.

Though this Scheme is divided into various parts for the purpose of convenience, it is to be implemented as a single inseparable comprehensive Scheme.

PART I

DESCRIPTION OF COMPANIES AND RATIONALE FOR SCHEME

1. DESCRIPTION OF THE COMPANIES

1.1. **Forge 2000 Private Limited** (hereinafter referred to as “Forge” or “Transferor Company”) was incorporated on 20th March, 2000, as a limited company in the State of Tamil Nadu under the Companies Act, 1956 under the name and style Forge 2000 Limited. The Transferor Company was converted into a public limited company on 21st September, 2010 and the name of the Transferor Company was changed to Forge 2000 Limited. Subsequently, Transferor Company was converted into a private limited company on 4th April, 2020 and the name of the Transferor Company was changed to Forge 2000 Private Limited. Its registered office is situated at No.67, Chamiers Road, Chennai, Tamil Nadu, India-600028. The Transferor Company’s Corporate Identity Number is U51909TN2000PTC044441. The PAN of the Transferor Company is AAACF5015F and the email ID of the authorised representative is Sekar.K@brakesindia.co.in. The Transferor Company is

For Forge 2000 Private Limited

Director

For Axles India Limited

V. MABHAVAN
Managing Director

engaged in the business of manufacture of Forgings and cold box and shell cores. The Transferor Company presently holds 21.17% of the equity share capital of the Transferee Company.

1.2. **Axles India Limited** (hereinafter referred to as “**Axles**” or “**Transferee Company**”) was incorporated on 18th February, 1981, as a limited company in the State of Tamil Nadu under the Companies Act, 1956 under the name and style Axles India Limited. Its registered office is situated at 21, Patullus Road, Chennai, Tamil Nadu, India-600002. The Transferee Company’s Corporate Identity Number is U27209TN1981PLC008630. The PAN of the Transferee Company AAACA3173D and the email ID of the authorised representative is Madhavan.V@axlesindia.com. The Transferee Company is engaged in the business of manufacture and sales of axle housings and parts thereof for light, medium, heavy commercial and military vehicles.

2. OBJECT AND RATIONALE OF THIS SCHEME

2.1. Part III of the Scheme deals with the Amalgamation of the Transferor Company with and into the Transferee Company. The proposed scheme would be in best interest of the Companies and their respective shareholders, employees, creditors and other stakeholders as the proposed reorganization pursuant to this Scheme is expected, inter alia, to yield advantages as set out below:

- a) The Transferor Company and the majority of the equity share capital of Transferee Company are owned, inter alia, by the same group of companies, and therefore, the amalgamation of the Transferor Company with and into the Transferee Company would lead to simplification of the group structure.
- b) The amalgamation of the Transferor Company with the Transferee Company will help in consolidation of manufacturing of forged parts and captive forging activities under a single entity and facilitate agile responses to customer requirements, quicker implementation of design changes, and enhanced cost competitiveness.
- c) The amalgamation will enable optimization of the forging value chain and manufacturing operations, leading to cost-effective processes and improved efficiency.
- d) The amalgamation will facilitate integration of respective in-house engineering, manufacturing and supply chain expertise to act as a gateway for growth and expanding business operations wherein the resources of the Transferor Company can be advantageously combined with the resources of the Transferee Company and thereby delivering greater value to customers.
- e) There is no likelihood that interests of any shareholder or creditor of either the Transferor Company or the Transferee Company would be prejudiced as a result of the Scheme. The Scheme will not impose any additional burden on the members of the Transferor Company or the Transferee Company.

For Forge 2000 Private Limited



Director

For Axles India Limited



V. MADHAVAN
Managing Director

- 2.2. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme to undertake various steps as envisaged in this Scheme pursuant to the provisions of Sections 230-232 of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof).
- 2.3. There is no likelihood that the interests of any shareholder or creditors of the Transferor Company or the Transferee Company would be prejudiced as a result of the Scheme. The Scheme does not affect the rights of the creditors of the Transferor Company or the Transferee Company. No compromise is offered under this Scheme to any of the creditors of the Transferor Company and/or the Transferee Company. The liability towards the creditors of the Transferor Company and/or the Transferee Company under the Scheme, is neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company in its ordinary course of business.

PART II

DEFINITIONS, SHARE CAPITAL AND DATE OF TAKING EFFECT OF SCHEME

3. DEFINITIONS

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 3.1. “**Act**” means the Companies Act, 2013, and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force;
- 3.2. “**Applicable Law(s)**” means any statute, notification, bye laws, rules, regulations, guidelines, circulars or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force;
- 3.3. “**Appointed Date**” means 1st day of April, 2025, or such other date as may be fixed or approved by the National Company Law Tribunal, being the date with effect from which this Scheme shall be deemed to be operative and effective;
- 3.4. “**Appropriate Authority**” means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country including the Registrar of Companies, Regional Director, Official Liquidator, Competition Commission of India, Reserve Bank of India, Securities and Exchange Board of India, Stock Exchanges, National Company

For Forge 2000 Private Limited


Director

For Axles India Limited


V. MADHAVAN
Managing Director

Law Tribunal, National Company Law Appellate Tribunal or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction and such other sectoral regulators or authorities as may be applicable;

- 3.5. **“Board of Directors” or “Board”** means the Board of Directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee(s) thereof;
- 3.6. **“Effective Date”** means the date on which the Scheme is sanctioned by NCLT under Sections 230-232 of the Act. References in this Scheme to date of “coming into effect of the Scheme” or “upon the Scheme becoming effective”, or “effectiveness of the Scheme” and other similar expressions shall mean the Effective Date;
- 3.7. **“Encumbrance”** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term "Encumbered" shall be construed accordingly;
- 3.8. **“Merger” or “Amalgamation”** means the merger or amalgamation of the Transferor Company with and into the Transferee Company in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961;
- 3.9. **“NCLT” or “Tribunal”** means Honourable National Company Law Tribunal, Chennai Bench, having jurisdiction in relation to the Transferor Company and Transferee Company;
- 3.10. **“Parties”** shall mean collectively the Transferor Company and the Transferee Company and **“Party”** shall mean each of them, individually;
- 3.11. **“Record Date”** means the date to be fixed by the Board of Directors of the Transferee Company or a committee thereof, in consultation with the Board of Directors of the Transferor Company for the purpose of determining the members of the Transferor Company to whom new shares in the Transferee Company shall be allotted under Part III of the Scheme;
- 3.12. **“Registrar of Companies” or “ROC”** means the Registrar of Companies in Chennai, having jurisdiction over the Parties;
- 3.13. **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation, as amended or modified, in its present form submitted to the NCLT for approval, with or without any modifications, as may be approved or imposed or directed by the NCLT or any other Appropriate Authority;
- 3.14. **“Transferee Company”** means Axles India Limited, incorporated under the Companies Act, 1956, having CIN U27209TN1981PLC008630 and having registered office at 21, Patullos Road, Chennai, Tamil Nadu, India, 600002. The PAN of the Transferee Company is AAACA3173D.

For Forge 2000 Private Limited



Director

For Axles India Limited



V. MADHAVAN
Managing Director

- 3.15. **“Transferor Company”** means Forge 2000 Private Limited, incorporated under the Companies Act, 1956, having CIN is U51909TN2000PTC044441 and having registered office at No.67, Chamiers Road, Chennai, Tamil Nadu, India - 600028. The PAN of the Transferor Company is AAACF5015F.
- 3.16. **“Transition Period”** means period starting from the Appointed Date till the Effective Date;
- 3.17. **“Taxation” or “Tax” or “Taxes”** means all forms of taxes and statutory, governmental, state, provincial, local government or municipal impositions, duties, contribution and levies and whether levied by reference to income, profit, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax, minimum alternate tax credit or otherwise or attributable directly or primarily to Transferor Company and Transferee Company, as the case may be or any other person and all penalties, charges, costs and interest relating thereto;
- 3.18. **“Tax Laws”** means all the applicable laws, acts, rules and regulations dealing with Taxes including but not limited to the any tax liability under the Income-tax Act, 1961, Customs Act 1962, Central Excise Act, 1944, Goods and Services Tax Act, 2017, State Value Added Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies of similar nature;
- 3.19. **“Undertaking”** means the entire business undertaking of the Transferor Company, on a going concern basis and shall include the following:
- i. all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature, whether or not appearing in the books of accounts) of the Transferor Company, including, without limitation, sheds, godowns, warehouses, offices, plant and machineries, equipments, interests, capital work-in progress, rolling stocks, installations, appliances, tools, accessories, freeholds, leasehold or any other title, interests or right in such immovable assets, buildings and structures, offices, residential and other premises, furniture, fixtures, office equipments, computers and all investments;
 - ii. all current assets including inventories, sundry debtors, receivables, cash and bank accounts (including bank balances), fixed deposits, loans and advances, actionable claims, bills of exchanges and debit notes of the Transferor Company;
 - iii. all books, records, files, papers, engineering and process information, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the business undertaking;
 - iv. all rights or benefits, whether present, future or contingent or whatsoever in nature, benefits of any deposit, receivables, claims against any vendor or advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees, comfort letters and letters of credit, hire purchase contracts, lending

For Forge 2000 Private Limited


Director

For Axles India Limited

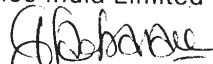

V. MADHAVAN
Managing Director

- contracts, rights and benefits under any agreement, benefits of any security arrangements or under any guarantee, reversions, powers, tenancies in relation to the office and/or residential properties for the employees or other persons, vehicles, guest houses, godowns, share of any joint assets and other facilities;
- v. all rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangement of all kinds, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed if any, by the Transferor Company or in connection with or relating to the said Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company;
- vi. all permissions, approvals, consents, subsidies, privileges, income tax benefits and exemptions, accumulated tax losses, unabsorbed depreciation, minimum alternate tax credits, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto including licenses, powers and facilities if any, of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;
- vii. all licenses if any (including but not limited to licenses granted by any government, statutory or regulatory bodies for the purpose of carrying on the business or in connection therewith), approvals, authorizations, permissions including municipal permissions, consents, registrations including import registrations, certifications, no objection certificates, quotas including import quotas, rights, permits including import permits, exemptions, subsidies, tax deferrals, credits (including Cenvat Credits, Sales Tax credits, Goods and Services Tax credits and Income Tax credits), export benefits, incentives, privileges, advantages and all other rights and facilities of every kind, nature and description whatsoever of the Transferor Company;
- viii. Right to any claim not preferred or made by the Transferor Company in respect of, any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/ or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute, whether in India or anywhere outside India;
- ix. all agreements, contracts, arrangements, understandings, engagements, deeds and instruments including lease/ license agreements, tenancy rights, equipment purchase agreements, master service agreements, loan license agreements, third party manufacturing agreements and other agreements with the customers, purchase and other agreements/ contracts with the

For Forge 2000 Private Limited


Director

For Axles India Limited


V. MADHAVAN
Managing Director

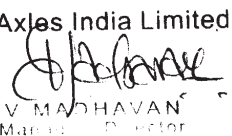
supplier/manufacturer of goods/ service providers, if any, and all rights, title, interests, claims and benefits there under of the Transferor Company;

- x. all application monies, advance monies, earnest monies and/ or security deposits if any, paid or deemed to have been paid and payments against other entitlements of the Transferor Company;
- xi. all debts, borrowings, obligations, duties and liabilities both present and future, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any kind, nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or un-matured, 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 contract or tort based on negligence or strict liability) pertaining to the Transferor Company;
- xii. all intellectual property rights, registrations, trademarks, trade names, service marks, copyrights, patents, designs, goodwill, domain names, including applications for trademarks, trade names, service marks, copyrights, patents, designs and domain names, used by or held for use by the Transferor Company, whether or not recorded in the books of accounts of the Transferor Company, and other intellectual rights of any nature whatsoever (including applications for registrations of the same and the right to use such intellectual property rights), books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, list of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to the business activities and operations of the Transferor Company, whether used or held for use by it;
- xiii. any and all permanent employees, who are on the payrolls of the Transferor Company, employees/personnel engaged on contract basis and contract labour and apprentices, interns/trainees, engaged by the Transferor Company, at its respective offices, branches or otherwise, and any other employees/personnel and contract labour and interns/trainees hired by the Transferor Company; and
- xiv. All legal and other proceedings of whatsoever nature that pertain to the Transferor Company.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

For Forge 2000 Private Limited

Director

For Axles India Limited

V. MADHAVAN
Managing Director

4. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 4.1. The Scheme shall be effective in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other Appropriate Authority and shall become effective from the Appointed Date, but shall be operative from the Effective Date.
- 4.2. The merger of the Transferor Company with and into the Transferee Company shall be in accordance with Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with Section 2(1B) of the Income Tax Act, 1961 at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provision of the Income Tax Act, 1961, shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will, however, not affect other parts of the Scheme.

5. SHARE CAPITAL

- 5.1. The share capital structure of the Transferor Company as on June 30, 2025 is as under:

Share Capital	INR
Authorized share capital	
20,00,000 Equity Shares of Rs. 10 /- each	2,00,00,000
Issued, subscribed and paid-up share capital	
20,00,000 Equity Shares of Rs. 10 /- each	2,00,00,000

Subsequent to June 30, 2025, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company, until the date of approval of the Scheme by the Board of the Transferor Company.

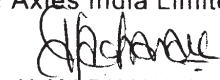
- 5.3 The share capital structure of the Transferee Company as on June 30, 2025 is as under:

Share Capital	INR
Authorized share capital	
2,60,00,000 Equity Shares of Rs.10 /- each	26,00,00,000
6,00,000 Preference Shares of Rs.100 /- each	6,00,00,000
Total	32,00,00,000
Issued share capital	
2,54,90,646 Equity Shares of Rs.10 /- each	25,49,06,460

For Forge 2000 Private Limited


Director

For Axles India Limited


V. MADHAVAN
Managing Director

Total	25,49,06,460
Subscribed and paid-up share capital*	
2,54,84,410 Equity Shares of Rs.10 /- each fully paid-up	25,48,44,100
Total	25,48,44,100


*6,236 equity shares of ₹10 each, issued at ₹7 per share and not fully paid-up, were forfeited due to non-payment of call money

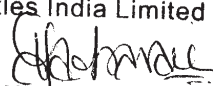
Subsequent to June 30, 2025 there has been no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company until the date of approval of the Scheme by the Board of the Transferee Company.

PART III

AMALGAMATION OF TRANSFEROR COMPANY WITH AND INTO THE TRANSFEEE COMPANY

6. **AMALGAMATION AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANY WITH AND INTO THE TRANSFEEE COMPANY**
- 6.1. With effect from the Appointed Date and upon the Scheme becoming effective, the Undertaking of the Transferor Company, along with all the assets, liabilities, contracts, employees, licences, records, approvals, etc. being integral part of the Transferor Company shall, without any further act, instrument or deed, stand amalgamated with and be vested in or be deemed to have been vested in the Transferee Company on a going concern basis so as to become as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 6.2. Without prejudice to the generality of the above clauses and to the extent applicable, unless otherwise stated herein, upon the coming into effect of this Scheme and with effect from the Appointed Date:
- 6.2.1. All the properties and assets of the Undertaking of the Transferor Company, tangible or intangible, balance in bank, cash or investments (including investment in subsidiaries) and other assets of whatsoever nature and tax credits including under GST law, quotas, rights, consents, entitlements, licenses, certificates, permits, and facilities of every kind and description whatsoever for all intents and purposes, permissions under any Tax Laws, incentives, if any, whether or not included in the books of the Transferor Company, without any further act or deed so as to become the business, properties and assets of the Transferee Company. Provided that for the purpose of giving effect to the vesting, the Transferee Company shall at any time pursuant to the orders under this Scheme be entitled to get the records of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Company in accordance with the provisions of Sections 230 to 232 of the Act.
- 6.2.2. All the movable assets of the Transferor Company or assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, whether or not included

For Forge 2000 Private Limited

 Director

For Axles India Limited

 V. MADHAVAN
 Managing Director

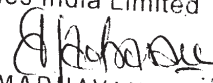
in the books of the Transferor Company, shall be physically handed over by manual delivery or by endorsement and delivery, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.

- 6.2.3. All other movable properties of the Transferor Company, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, quasi government, local and other authorities and bodies, customers and other persons, whether or not included in the books of the Transferor Company, shall without any further act, instrument or deed, pursuant to the orders of this Scheme becoming effective and by operation of law become the properties of the Transferee Company, and the title thereof together with all rights, interests or obligations therein shall be deemed to have been mutated and recorded as that of the Transferee company. All investments of the Transferor Company shall be recorded in the name of the Transferee Company by operation of law as transmission in favour of the Transferee Company as a successor in interest and any documents of title in the name of the Transferor Company shall also be deemed to have been mutated and recorded in the name of the Transferee Company to the same extent and manner as originally held by the Transferor Company and enabling the ownership, right, title and interest therein as if the Transferee Company was originally the Transferor Company . The Transferee Company shall subsequent to this Scheme becoming effective be entitled to the delivery and possession of all documents of title of such movable property in this regard.
- 6.2.4. Without prejudice to the aforesaid, all the immovable properties (including but not limited to the land, buildings, offices, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company , whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto, and any shares in cooperative housing societies associated with such immoveable property) shall stand transferred to and be vested in the Transferee Company, as successor to the Transferor Company, without any act or deed to be done or executed by the Forge and/or Axles, as the case may be for each of the immovable properties, only for the purposes of the payment of stamp duty, registration fees or other similar taxes or fees (if required under applicable law), shall be deemed to be conveyed at the applicable circle rates/guideline values applicable to the immovable properties as determined by the relevant authorities at the time of registration. Provided that, at the discretion of the Transferee Company, separate instruments/affidavits/declarations be executed setting out the particulars of the properties or deeds of assignment of lease, as the case may be, by the Transferee Company in respect of such immovable properties of the Transferor Company, whether owned or leased, as described in Schedule I, by the Transferor Company for the purpose of transfer and vesting unto Transferee Company under this Part III of this Scheme. The execution of such instruments/affidavits/declarations only for the purpose of payment of stamp duty and registration fees (if applicable) shall form an integral part of the Scheme.

For Forge 2000 Private Limited


Director

For Axles India Limited

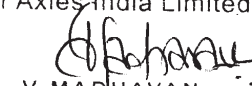

V. MADHAVAN
Managing Director

- 6.2.5. Any floating charges created by the Transferor Company in favour of their bankers on any of the movable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Company from the Appointed Date till the Effective Date, shall be deemed to be the security and shall be available as security for the loans, cash credit and other working capital facilities, both fund based and non-fund based, which were sanctioned by the bankers of the Transferor Company, either utilised fully or partly or unutilised by the Transferor Company subject to the limits sanctioned by their bankers, so transferred and vested in the Transferee Company pursuant to the Scheme.
- 6.2.6. The Transferor Company shall give notice in such form as it may deem fit and proper, to each person, debtor, loanee or depositee as the case may be, belonging to or related to the Transferor Company, that pursuant to the NCLT having sanctioned the Scheme, the said debts, loans, advances, bank balances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change.
- 6.2.7. All the consents, permissions, licenses, certificates, insurance covers, clearances, authorities, power of attorneys given by, issued to or executed in favour of the Transferor Company, shall stand vested in or transferred automatically to the Transferee Company without any further act or deed and shall be appropriately mutated by the authorities concerned therewith in favour of the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company. The benefit of all statutory and regulatory permissions including the statutory or other licenses, Tax registrations, permits, permissions or approvals or consents required to carry on the operations of the Transferor Company shall automatically and without any other order to this effect, vest into and become available to the Transferee Company pursuant to this Scheme becoming effective in accordance with the terms thereof. Without prejudice to the provisions of the above clauses, in respect of such of the assets and properties of the Transferor Company, as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall upon such transfer become the assets and properties of the Transferee Company without requiring any deed or instrument or conveyance for the same.
- 6.2.8. All the insurance policies registered in the name of the Transferor Company which are active as on the date of approval of the Scheme by the Tribunal and which can be transferred/assigned shall pursuant to the provisions of Section 232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the benefit of the Transferee Company and accordingly, the insurance companies shall record the name of the Transferee Company in all the insurance policies registered in the name of the Transferor Company so as to ensure that all the rights and privileges under all such policies available to the Transferor Company and / or to any other

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Director

For Axles India Limited


V. MADHAVAN
Managing Director

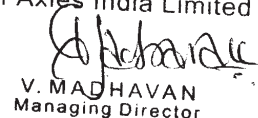
person/director/employee of such Transferor Company, whether in the capacity of the Policy Holder or Owner or Insured or the Beneficiary, as the case may be, be available to the benefit of the Transferee Company and / or to any other person/director/employee of Transferee Company, as the case may be, on the same terms and conditions as they were applicable to the Transferor Company concerned and upon such transfer/assignment, all such policies shall be effective in favour of the Transferee Company as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

- 6.2.9. All debts, liabilities, contingent liabilities, duties, Taxes (including any advance taxes paid, MAT credit, TDS deducted on behalf of the Transferor Company, etc.), GST liabilities, and obligations of the Undertaking of the Transferor Company, as on the Appointed Date, whether provided for or not, in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date shall, pursuant to this Scheme becoming effective as per the order of the NCLT or such other competent authority, as may be applicable under Section 233 and other applicable provisions of the Act, and without any further act or deed, be vested or deemed to be vested in and be assumed by the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, Taxes, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.
- 6.2.10. All intangible assets including various business or commercial rights, pre-qualification for past projects / sales, customer-base, etc. belonging to but not recorded in books of the Transferor Company shall be transferred to and vested with the Transferee Company and shall include all letters of intent, request for proposal, prequalification, permits, registrations, bid acceptances, tenders, technical experience (including experience in executing projects), goodwill earned in execution of the projects, technical know-how, contracts, deeds, memorandum of understanding, bonds, agreements, track record, brand usage rights (or any other nomenclature called) and all other rights claims, powers in relation to or enjoyed by or granted in favour of the Transferor Company, and the historical financial strength including turnover, profitability, performance, market share, net-worth, liquid/ current assets and reserves of the previous years and all empanelment's, accreditations, recognitions as approved vendors for undertaking any jobs.
- 6.2.11. The transfer and vesting of the assets pursuant to the Scheme, as aforesaid, shall be, subject to existing charges / hypothecation / mortgage (if any as may be subsisting) over or in respect of the assets or any part thereof in favour of Banks and Financial Institutions. Provided, however, that any reference in any security documents or arrangements to which the Transferor Company is a party, to such assets of the Transferor Company offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Company shall be construed as references only to the assets pertaining to the Transferor Company as are vested in the Transferee Company under this Clause, to the end and intent that such security, mortgage and or charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company, unless specially agreed to by the Transferee Company with such secured creditors and

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Director

For Axles India Limited


V. MADHAVAN
Managing Director

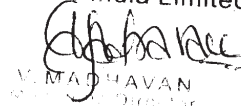
subject to the consents and approvals of the existing secured creditors of the Transferee Company.

- 6.2.12. In so far as the various incentives, indirect tax benefits, subsidies, grants, special status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person, or availed of by the Transferor Company is concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions on and from the Appointed Date. Any conditions already fulfilled by the Transferor Company before the Effective Date shall be deemed to have been fulfilled by the Transferee Company. Any fulfilment of conditions to be met by the Transferor Company shall be fulfilled by the Transferee Company after the Effective Date.
- 6.2.13. The investments held by the Transferor Company in Captive Generating Power Plants and the related consumption of electricity (renewable energy), shall stand automatically transferred to and in the name of the Transferee Company upon the Scheme coming into effect. Any conditions already fulfilled by the Transferor Company before the Effective Date under the Electricity Act, 2003 and the rules framed thereunder shall be deemed to have been fulfilled by the Transferee Company.
- 6.2.14. The Transferee Company, may, at any time after this Scheme coming into effect, if required under law or otherwise, execute deeds of confirmation in favour of secured creditors of the Transferor Company or any other party with which the Transferor Company have a contract or arrangement, or give any such writing or do any such things, as may be necessary, to give effect to the above. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- 6.2.15. In so far as loans and borrowings of the Transferor Company pertaining to the loans and liabilities, which are to be vested to the Transferee Company shall, without any further act or deed, become loans and borrowings of the Transferee Company, and all rights, powers, duties and obligations in relation thereto, be and stand vested in and shall be exercised by or against the Transferee Company as if it had entered into such loans and incurred such borrowings. Thus, the primary obligation to redeem or repay such liabilities upon the Scheme becoming effective shall be that of the Transferee Company.
- 6.2.16. The vesting of the assets of the Undertaking comprised in the Transferor Company to the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided:
- (i) The existing securities, mortgages, charges, Encumbrances or liens, if any, created by the Transferor Company after the Appointed Date, in terms of this Scheme, over the assets comprised in the Transferor Company, or any part thereof, shall be vested in the Transferee

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Director

For Axles India Limited


K. MADHAVAN
Director

Company by virtue of this Scheme, and such Encumbrances shall not relate or attach to any of the other assets, of the Transferor Company.

- (ii) In so far as the existing Encumbrances, if any, in respect of the loans, borrowings, debts, liabilities, is concerned, such Encumbrance shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Transferor Company which have been Encumbered in respect of the transferred liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the assets comprised in the Undertaking of the Transferor Company which are being transferred to the Transferee Company pursuant to this Scheme have not been Encumbered in respect of the transferred liabilities, such assets shall remain un-Encumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.
- 6.2.17. In so far as the existing security in respect of the loans or borrowings of the Transferor Company and other liabilities relating to the Transferor Company is concerned, such security shall, without any further act, instrument or deed be continued with the Transferee Company. The Transferor Company and the Transferee Company shall file necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 6.2.18. The foregoing provisions insofar as they relate to the vesting of liabilities with the Transferee Company shall operate, notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security documents, all of which instruments shall stand modified and/or superseded by the foregoing provisions.
- 6.2.19. Upon the coming into effect of this Scheme, the limits approved by the shareholders / board of directors of the Transferee Company, as the case may be, for borrowing, lending, providing loans and advances, investments or providing guarantees or giving donations, shall without further act or deed stand enhanced by an amount equivalent to the aggregate of the authorised limit of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company. For the avoidance of doubt, for the purposes of reckoning the aforesaid limits of the Transferor Company to the extent computed using the paid up capital and free reserves, the same shall be computed on the basis of the last audited financial statements of the Transferor Company, immediately preceding the Effective Date.
- 6.2.20. Upon this Scheme coming into effect, any loan or liabilities other obligations due and all the interparty transactions or commitments between the Transferor Company and the Transferee Company shall stand discharged and shall stand cancelled and there shall be no liability in that behalf.
- 6.2.21. The Scheme shall not operate to enlarge the Encumbrances in respect of the liabilities of the Undertaking of the Transferor Company over the properties, assets, rights, benefits and interest of the Transferee Company (as existing immediately prior to the effectiveness of the Scheme) nor

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Managing Director

shall Transferee Company be obliged to create any further or additional security (except for the creation of security by the Transferee Company as required under any financing documents in relation to any credit facility availed by the Transferor Company) after the Scheme has become effective or otherwise. The absence of any formal agreement or amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

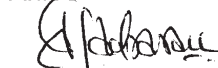
- 6.2.22. Upon the coming into effect of the Scheme and with effect from the Appointed Date, in so far as the existing Encumbrances over the assets and other properties of the Transferee Company or any part thereof which relate to the liabilities of the Transferee Company prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking of the Transferor Company transferred to and vested in the Transferee Company by virtue of the Scheme.
- 6.2.23. The foregoing provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions. Any reference in any security documents or arrangements to the Transferor Company and its assets and properties, which relate to the Undertaking(s) of the Transferor Company, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of the Scheme.
- 6.2.24. Without prejudice to the provisions of the foregoing Clauses, the Transferor Company and the Transferee Company may enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.
- 6.2.25. With effect from the Appointed Date, subject to the other provisions of the Scheme, all approvals, quotas, rights, consents, entitlements, licenses, certificates, permits, and facilities of every kind and description whatsoever, privileges, deeds, bonds, quality certifications and approvals, powers of attorneys, agreements and other instruments of whatsoever nature in relation to the Transferor Company, is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto for continuation of operations of the Transferor Company by the Transferee Company without any hindrance or disruption. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, endorsements or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party, in order to give formal effect to the provisions of this Scheme, if so required or if it becomes necessary. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings, endorsements or confirmations on behalf of the Transferor Company and to

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Managing Director

implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

- 6.2.26. With effect from the Appointed Date and upon the Scheme becoming effective, the entitlement to various benefits under incentive schemes and policies, if any, in relation to the Transferor Company shall stand vested in and/or be deemed to have been vested in the Transferee Company together with all benefits and entitlements of any nature whatsoever. Such entitlements shall include Taxes benefits under the Tax Laws in the nature of exemption, deferment, refunds and incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits and entitlements under such incentive schemes were made available to the Transferor Company. The Transferee Company shall be entitled to such benefits in its name, without any additional liabilities or expenses whatsoever.
- 6.2.27. Taxes as per the Tax Laws of the Transferor Company to the extent not provided for or covered by the Tax provision in the accounts made as on the date immediately preceding the Appointed Date related to the Transferor Company shall be vested with/be the responsibility of the Transferee Company.
- 6.2.28. All Taxes paid or payable by the Transferor Company in respect of the operations and/ or the profits of Transferor Company before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the Tax payment whether by way of deduction at source, collection at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operations of the Transferor Company after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.
- 6.2.29. The Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), Service Tax law, VAT law, Goods and Service Tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit) and to claim tax benefits etc. and for matters incidental thereto, if required, to give effect to the present Scheme from the Appointed Date.
- 6.2.30. On and from the Appointed Date, if any Certificate for Tax Deducted at Source, Tax collected at source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company, it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.
- 6.2.31. On and from the Appointed Date, the benefit of all balances relating to Taxes under the Tax Laws being balances pertaining to the Transferor Company, if any, shall stand vested in the Transferee

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Director

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Managing Director

Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Transferee Company. The liabilities of the Transferor Company as on the Appointed Date shall stand vested in the Transferee Company.

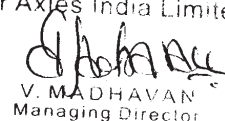
- 6.2.32. Any obligations met by the Transferor Company under the Companies (Corporate Social Responsibility Policy) Rules, 2014 before the Effective Date shall be deemed to have been met by the Transferee Company upon the Scheme coming into effect. Any contribution in excess of the prescribed limits under the aforesaid rules by the companies shall be available for set-off against the obligations of the Transferee Company under the abovementioned rules after the Effective Date.
- 6.2.33. Upon the coming into effect of this Scheme and notwithstanding the other provisions of this Scheme, all contracts, deeds, agreements, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives, remissions, remedies, subsidies, guarantees, etcetera of whatsoever nature except any shareholders agreements to which the Transferor Company(ies) is a party or to the benefit of which the Transferor Company or any project owned or promoted by the Transferor Company may be eligible and which have not lapsed and are vested, subsisting or having effect on the Effective Date shall be in full force and effect in favour of the Transferee Company, as the case may be, and may be enforced by the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto or beneficiary thereof. Any shareholders agreement to which the Transferor Company is a party shall lapse and stand terminated upon the Scheme coming into effect. The Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any bipartite or multipartite arrangements, confirmations or novations, in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this clause. The Transferee Company shall perform the Transferor Company's obligations under all such existing contracts, deeds, agreements, licenses, and other such instruments, as the new obligor replacing the original obligor, i.e., the Transferor Company.
- 6.2.34. On and from the Effective Date, and till such time that the name of the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of Transferee Company, if presented by the Transferee Company.
- 6.2.35. The resolutions, if any, of the Board of Directors, or Committees thereof, shareholders of the Transferor Company which are valid and subsisting on the Effective Date shall be continued to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such

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Managing Director

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resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable legislations then said limits shall be added and shall constitute the aggregate of the said limits of the Transferee Company.

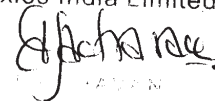
7. STAFF & EMPLOYEES

- 7.1. On Part III of the Scheme becoming operative, all the executives, staff, workmen and employees in the service of the Transferor Company immediately preceding Effective Date, and that they shall become the executives, staff, workmen and employees, of the Transferee Company on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer. The terms and conditions of service applicable to such executives, staff, workmen and employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer. In the event of retrenchment of such employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the employees shall have been continuous and shall not have been interrupted by reason of such transfer.
- 7.2. The equitable interest in accounts/funds of the employees and staff, if any, whose services are vested with the Transferee Company, relating to superannuation, provident fund, gratuity fund, leave encashment, staff welfare schemes, and any other special schemes or benefits created or existing for the benefit of such employees, if any, shall be identified, determined and vested with the respective trusts/funds of the Transferee Company and such employees shall be deemed to have become members of such trusts/funds of Transferee Company. Until such time, the Transferor Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Transferor Company to the relevant funds of the Transferor Company. In the event that the Transferee Company does not have its own fund, in respect of any of the aforesaid matters, the Transferee Company may, subject to approvals and permissions, if required, continue to contribute to the relevant funds of the Transferor Company until such time that the Transferee Company creates its own fund, at which time the contributions pertaining to the employees of the Transferor Company shall be transferred to the funds created by the Transferee Company. Provided however that, the Transferee Company shall be at liberty to form or restructure its provident fund trusts, gratuity fund and pension and/or superannuation fund trusts in such manner as may be decided by its Board of Directors, subject to compliance of relevant labour laws and any other allied laws for the purpose.
- 7.3. The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is party in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf

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Director

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Director

of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

- 7.4. The Transferee Company undertakes that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Transferor Company, the past services of such employees with the Transferor Company shall also be taken into account and it shall pay the same accordingly, as and when such amounts are due and payable. Upon this Scheme becoming effective, the Transferor Company will transfer/handover to the Transferee Company, copies of employment information, including but not limited to, personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or ongoing leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to its and all forms, notifications, orders and contribution/identity cards issued by the concerned authorities relating to benefits transferred pursuant to this sub-clause.
- 7.5. The Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into by the Transferor Company with any of its employees prior to Appointed Date and from Appointed Date till the Effective Date.

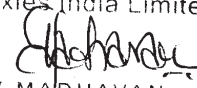
8. LEGAL PROCEEDINGS

- 8.1. All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company or their properties, assets, debts, liabilities, duties and obligations referred to above, shall be continued and/or enforced until the Effective Date as desired by the Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company in the same manner and to the same extent as would, or might, have been initiated by the Transferor Company.
- 8.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.
- 8.3. After the Effective Date, the Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company in respect of matters referred above, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

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Director

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V. MADHAVAN
Managing Director

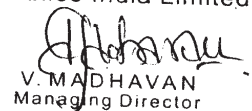
9. **CONSIDERATION / ISSUE OF SHARES**

- 9.1. Upon the Scheme becoming effective, in consideration of the transfer and vesting of the Undertaking of Transferor Company with and into the Transferee Company, in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme, without any further act, application or deed and without any further payment, issue and allot to all the equity shareholders of the Transferor Company in the following manner:
- “10,000 (Ten Thousand) equity shares of the Transferee Company having face value of Rs.10/- each fully paid up shall be issued for every 37,842 (thirty-seven thousand eight hundred and forty-two) equity shares held in Transferor Company having face value of Rs. 10 each fully paid up.”*
- 9.2. Since the Transferor Company holds 21.17% of the shares in the Transferee Company, upon the Scheme being sanctioned by the Hon'ble Tribunal and the transfer having been effected as provided in this Scheme, all the equity shares held by the Transferor Company in the Transferee Company shall stand cancelled without any further application, act or deed and equity shares of the Transferee Company shall be issued to the shareholders of the Transferor Company, in accordance with Clause 9.1 above, to the extent of 21.17% of the total paid up equity shares of the Transferee Company. For avoidance of doubt, it is clarified that the reduction in the share capital of the Transferee Company, pursuant to such cancellation shall be effected as an integral part of this Scheme and Section 66 of the Act shall not apply to the Transferee Company to effectuate such reduction of capital.
- 9.3. Since the equity shares of the Transferee Company are to be issued in dematerialised form in accordance with the Act, the shareholders of the Transferor Company would be issued equity shares in dematerialised form. Such equity shares of the Transferee Company shall be issued to the equity shareholders of the Transferor Company as per Clause 9.1 above whose names appear in the register of members as on the Record Date or to their respective heirs, executors, administrators, or other legal representatives, or successors-in-title, as the case may be.
- 9.4. The Transferee Company shall take necessary steps to increase or alter or re-classify, (if necessary), its authorized share capital suitably to enable it to issue and allot equity shares required to be issued and allotted by it under the Scheme.
- 9.5. Approval of the Scheme by the equity shareholders of the Transferee Company shall be deemed to be the due compliance of the provisions of Section 62 of the Act and Rules framed thereunder, and other relevant and applicable provisions of the Act for the issue and allotment of equity shares by the Transferee Company to the equity shareholders of the Transferor Company, as provided in the Scheme.
- 9.6. The issue and allotment of equity shares by the Transferee Company to the equity shareholders of the Transferor Company as provided in this Scheme, shall be deemed, without any further act or deed by the Transferee Company, to be a private placement within the meaning of Section 42 of

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Director

For Axles India Limited


V. MADHAVAN
Managing Director

the Act and Rules framed thereunder and it shall be deemed that the procedures laid down under the said section of the Act and any other applicable provisions of the Act were duly complied with.

- 9.7. Upon issue and allotment of equity shares of the Transferee Company, the fractional entitlements of shares to any shareholders of the Transferor Company shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest higher integer. However, in no event, shall the number of new equity shares to be allotted by the Transferee Company to the members of the Transferor Company exceed the number of equity shares held by any of the members in the Transferor Company on the effective date.
- 9.8. Pursuant to the issuance of equity shares in the Transferee Company, the equity shareholders of the Transferor Company shall become the equity shareholders of the Transferee Company.
- 9.9. In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties after the effectiveness of the Scheme.
- 9.10. The equity shares to be issued to the shareholders of the Transferor Company as above shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu with the existing equity shares of the Transferee Company in all respects.
- 9.11. In the event that the Transferee Company restructures its equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio for the equity shares to be issued in the Transferee Company to the shareholders of the Transferor Company shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 9.12. The approval of the Scheme by the equity shareholders of the Transferor Company and the Transferee Company under Sections 230 to 232 of the Act shall be deemed to have the approval under Sections 13 and 14 of the Act and other applicable provisions of the Act and any other consents and approvals required in this regard.

10. INCREASE IN THE AUTHORISED SHARE CAPITAL

- 10.1. Upon the Scheme becoming fully effective, the authorised share capital of the Transferor Company shall stand combined with the authorised share capital of the Transferee Company without any further act, deed, matter or thing.

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- 10.2. Clause V of the Memorandum of Association of the Transferee Company shall, with effect from the Appointed Date and upon the Scheme becoming effective and without any further act, deed, matter or thing be replaced by the following clause:

“V. The Share Capital of the Company is Rs.34,00,00,000 (Rupees Thirty Four Crores) divided into:

- a. 2,80,00,000(Two Crores Eighty Lakhs) Equity Shares of Rs.10/-each and*
- b. 6,00,000 (Six Lakhs) Redeemable Preference Shares of Rs. 100/- each”*

- 10.3. Filing fees and stamp duty, if any, paid by the Transferor Company on its authorised share capital shall be set off and be deemed to have been so paid by the Transferee Company on the combined authorised share capital. The Transferee Company shall not be required to pay the stamp duty to the extent set off for its increased authorised share capital and accordingly, the Transferee Company shall be required to pay only the balance fee stamp duty in relation to its increased authorised share capital after setting off the fees and stamp duty already paid by the Transferor Company on its authorised share capital. If any further increase of authorised capital is required to issue any shares by the Transferee Company pursuant to the Scheme, the Transferee Company agrees to pass all resolutions as may be necessary for the said purpose in accordance with law and pay all stamp duty and fee in relation to such increase.
- 10.4. The approval of this Scheme under Sections 230 to 232 of the Act by the shareholders of the Transferee Company, whether at a meeting or otherwise, shall be deemed to be and have the approvals under Section 13, 14, 61, 64 of the Act and other applicable provisions of the Act and other consents and approvals required in this regard to give effect to the increase in authorized capital as contemplated in Clause 10.1.

11. AMALGAMATION NOT TO AFFECT TRANSACTIONS / CONTRACTS OF TRANSFEROR COMPANY:

- 11.1. The transfer and vesting of the Undertaking of the Transferor Company and the continuance of the said proceedings by or against the Transferee Company shall not affect any transaction or proceedings already concluded by or against the Transferor Company after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done or executed by the Transferor Company after the Appointed Date as done and executed on its behalf. The said transfer and vesting pursuant to Section 230-232 of the Act, shall take effect from the Appointed Date unless the NCLT otherwise directs.

12. ACCOUNTING TREATMENT

Notwithstanding anything to the contrary contained herein, the Transferee Company shall account for the amalgamation of the Transferor Company in accordance with ‘acquisition method’ of accounting as per Ind AS 103, Business Combinations read with the circular 09/2019 issued by Ministry of Corporate Affairs, other applicable Ind AS prescribed under section 133 of the Act read with the Companies (Indian Accounting Standard) Rules, 2015 (as amended) and relevant clarifications issued by the Institute of Chartered Accountants of India. The aforesaid circular clarifies that the ‘appointed date’ identified under

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the scheme shall also be deemed to be the 'acquisition date' and therefore the effect of the merger shall be given on the Appointed Date.

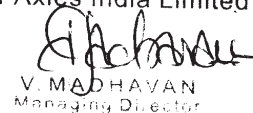
13. COMPLIANCE WITH TAX LAWS

- 13.1. All Taxes including income tax, minimum alternate tax, foreign taxes, customs duty, VAT, service tax, goods and services tax etc. paid or payable by the Transferor Company in respect of the operations and/or the profits of Transferor Company before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the Tax payment whether by way of deduction at source, collection at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operations of the Transferor Company on or after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.
- 13.2. Taxes as per the Tax Laws of the Transferor Company to the extent not provided for or covered by the Tax provision in the accounts made as on the date immediately preceding the Appointed Date related to the Transferor Company shall be vested with/be the responsibility of the Transferee Company.
- 13.3. The Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax Laws (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits), Service Tax law, VAT law, Goods and Service Tax law and other tax laws, and to claim refunds and / or credits for taxes paid (including tax on book profits, MAT credit and foreign tax credit) and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the present Scheme from the Appointed Date. Any refund under Income Tax Act, 1961, or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 13.4. Any refund including but not limited to refund under Income Tax Act, 1961, Foreign Taxes, Customs Act 1962, Service Tax laws, VAT laws, Goods and Services Tax laws or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 13.5. On and from the Appointed Date, all tax benefits of any nature, duties, cesses or any other like payments or deductions available to the Transferor Company under Income Tax, Goods and Services Tax, Service Tax etc. or any Tax Deduction at Source, Tax Collection at Source, MAT Credit, tax credits, GST input tax credits, benefits of CENVAT credits, benefits of input credits, and in respect of set-off, carry forward of tax losses, and unabsorbed depreciation shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give

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Managing Director

credit for the same to the Transferee Company upon the passing of the order on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities. On and from the Appointed Date, any Certificate for Tax Deducted at Source, Tax collected at source or any other tax credit certificate relating to the Transferor Company received in the name of the Transferor Company shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.

- 13.6. On and from the Effective Date, all tax assessment, reassessment and re-computation proceedings / appeals (including application and proceedings in relation to advance ruling) of whatsoever nature by or against the Transferor Company pending and / or arising and relating to the Transferor Company shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Company.
- 13.7. Further, all tax proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 13.8. Upon the scheme becoming effective, the Transferee Company shall be entitled to (a) claim deduction with respect to items such as provisions, expenses, etc. disallowed in earlier years in the hands of the Transferor Company (such as u/s 40, 40A, 43B, etc. of the Income Tax Act, 1961), which may be allowable in accordance with the provisions of the Income Tax Act, 1961 on or after Appointed Date and (b) exclude items such as provisions, reversals, etc. for which no deduction or tax benefit has been claimed by the Transferor Company prior to the Appointed Date.
- 13.9. Without prejudice to the generality of the above, all benefits, incentives, claims, losses, credits (income tax and other applicable laws) to which the Transferor Company is entitled to in terms of applicable Tax laws, shall be available to and vest in the Transferee Company from the Effective Date.
- 13.10. All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation in accordance with the Scheme, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with section 35DD of the Income Tax Act, 1961.

14. CONDUCT OF BUSINESS UNTIL AND AFTER EFFECTIVE DATE

14.1. Transferor Company as Trustee

With effect from the Appointed Date and up to and including Effective Date, the Transferor Company shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed on account of and for the benefit of and in trust for, the Transferee Company, as the Transferee Company is taking over the business as a going concern. The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall neither undertake any additional

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Director

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financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for themselves or on behalf of any third parties, sell, transfer, alienate, charge, mortgage or Encumber or deal with the assets of the Undertaking of the Transferor Company or any part thereof other than in the ordinary course of business as carried on by them as on the date of filing of this Scheme with the NCLT or with the written consent of the Transferee Company.

14.2. Property in Trust

Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Undertaking of the Transferor Company is transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Transferee Company, such company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as may be mutually agreed by the relevant Parties, the Transferor Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Transferee Company.

14.3. Profit or Losses up to Effective Date

With effect from the Appointed Date and up to and including the Effective Date, all profits or incomes accruing or arising to the Transferor Company or all expenditure or losses incurred or arising, as the case may be, by the Transferor Company shall, for all purposes, be treated and deemed to be and accrue as the profits or incomes or expenditures or losses, as the case may be, of the Transferee Company.

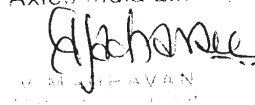
14.4. With effect from the Effective Date, the Transferee Company shall be entitled to use all packed/ labelled goods, packing materials, cartons, stickers, wrappers, labels, containers, point of sale material, sign board, samples, closures, other publicity material, etc. lying unused with the Transferor Company or their vendors, suppliers or third party or in their supply chain or distribution channel and which the Transferor Company is entitled to use under any statutes/ regulations, till such time as all of such stock exhaust without making any amendment on those goods or materials.

14.5. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the central government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

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Director

For Axles India Limited


Director

15. ENFORCEMENT OF CONTRACTS, DEEDS, BONDS & OTHER INSTRUMENTS:

15.1. Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party, subsisting or having effect immediately before the Amalgamation, shall remain in full force and effect against or, as the case may be, in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company was a party thereto. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting occurs by virtue of this Scheme itself, the Transferee Company may, 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, take such actions and execute such deeds, confirmations or other writings or arrangements to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

15.2. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approvals from the government authorities concerned as may be necessary in this behalf.

16. MATTERS RELATING TO SHARE CERTIFICATES

The Share Certificates held by the shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company.


17. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme being sanctioned by an Order made by the Tribunal under Sections 230 to 232 of the Act, the Transferor Company shall stand dissolved without winding up on the Scheme becoming effective from the Effective Date in accordance with the Act and the relevant rules, without requiring any further act or deed by the Companies.

For Forge 2000 Private Limited


Director

For Axles India Limited


M. MAHAVAN
Managing Director

PART IV

GENERAL TERMS AND CONDITIONS

18. APPLICATION TO NCLT

- 18.1. Necessary applications and/ or petitions by the Transferor Company and the Transferee Company shall be made for the sanction of this Scheme to the respective NCLT, for sanctioning of this Scheme under the provisions of law and obtain all approvals as may be required under the law.

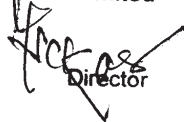
19. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- 19.1. The Transferor Company and the Transferee Company through their respective Board of Directors or other persons, duly authorised by the respective Boards in this regard, may make or assent to any alteration or modification to this Scheme or to any conditions or limitations, which the Tribunal or any other Appropriate Authority may deem fit to direct, approve or impose and may give such directions, as they may consider necessary, to settle any doubt, question or difficulty, arising under the Scheme or in regard to its implementation or in any manner connected therewith and to do all such acts, deeds, matters and things necessary for putting this Scheme into effect.
- 19.2. After dissolution of the Transferor Company, the Transferee Company by its Board of Directors or other persons, duly authorised by its Board in this regard, shall be authorised, to take such steps, as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reasons of any order of the Tribunal or of any directive or order of any other authorities or otherwise, however, arising out of, under by virtue of this Scheme in relation to the Amalgamation and / or matters concerning or connected therewith.

20. DECLARATION OF DIVIDEND, BONUS ETC.

- 20.1. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date but only in the ordinary course of business. Any declaration or payment of dividend otherwise than as aforesaid, by the Transferor Company and/or by the Transferee Company shall be subject to the prior approval of the Board of Directors of respective companies and in accordance with Applicable Laws. It is clarified that prior approval of any of the Board of the Directors shall not be required for payment of any dividend already announced or declared but yet to be paid, by the Transferor Company and / or the Transferee Company to its shareholders.
- 20.2. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and / or the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and / or the Transferee Company, respectively.

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Director

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V. MADHAVAN
Managing Director

21. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is conditional upon and subject to:

- 21.1. The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.
- 21.2. The Scheme being agreed to by the respective requisite majorities of the members and creditors of the Transferor Company and the Transferee Company, if meetings of members and creditors of the said Companies are convened by the Tribunal or dispensation being granted by the Tribunal, and the sanction of the Tribunal being accorded to the Scheme.
- 21.3. The sanction of the Scheme by the NCLT under Sections 230 to 232 and other applicable provisions, if any, of the Act.
- 21.4. Certified / authenticated copies of the order of the NCLT, sanctioning the Scheme, being filed with the Jurisdictional Registrar of Companies.

22. VALIDITY OF RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions passed by the Board of Directors and/or shareholders of the Transferor Company as are considered necessary by the Board of Directors of the Transferee Company and which are valid and subsisting shall continue to be valid and subsisting and be considered as the resolutions of the Transferee Company and if any such resolutions have monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits as are considered necessary by the Board of Directors of the Transferee Company shall be added to the limits if any, under like resolutions passed by the Board of Directors and/or the shareholders of the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

23. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and/or the Transferee Company, Appropriate Authority and all concerned parties without any further act, deed, matter or thing.

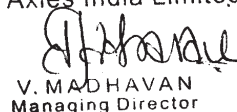
24. EFFECT OF NON-RECEIPT OF APPROVALS/ WITHDRAWAL OF SCHEME

- 24.1. In the event any of the said approvals or sanctions referred to in Clause 23 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Transferor Company and/or the Transferee Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement,

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Director

For Axles India Limited


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Managing Director

the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

24.2. The Parties acting jointly through their respective Board of Directors shall each be at liberty to withdraw from the Scheme at any time prior to the Effective Date.

24.3. Further, in case of non-receipt of approvals to the Scheme or withdrawal as above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

25. REMOVAL OF DIFFICULTIES

25.1. The Transferor Company and the Transferee Company through mutual consent and acting through their respective Boards, jointly and as mutually agreed in writing may give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of NCLT or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

26. GIVING EFFECT TO THE SCHEME

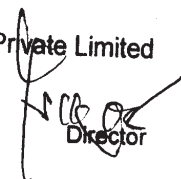
26.1. For the purpose of giving effect to the Scheme, the Board of Directors of the Transferor Company and/or the Transferee Company or any Committee thereof, is authorized to give such directions as may be necessary or desirable and to settle as they may deem fit, any question, doubt or difficulty that may arise in connection with or in the working of the Scheme and to do all such acts, deeds and things necessary for carrying into effect the Scheme.

27. SEVERABILITY

27.1. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and/or Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

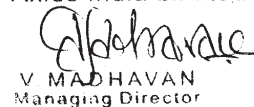
27.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement amongst the Transferor Company and Transferee Company and their respective shareholders, and the terms and conditions of this Scheme, the latter shall prevail.

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Director

For Axles India Limited



V. MADHAVAN
Managing Director

28. EFFECT OF SCHEME NOT GOING THROUGH

In the event of this Scheme failing to take finally effect for whatsoever reasons, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se between the parties or their respective shareholders or creditors or employees or any other person.

29. COSTS

All costs, charges, taxes including duties, levies, stamp duty, and all other expenses, if any (save as expressly otherwise agreed) in relation to the Scheme shall be borne by the Transferee Company.

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Director

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V. MADHAVAN
Managing Director

SCHEDULE I
DETAILS OF IMMOVABLE PROPERTIES IN THE NAME OF TRANSFEROR COMPANY

Part A "Land"

All that piece and parcel of land admeasuring 8.02 Acres falling under Survey No. 639/17A, 639/17B, 639/18A, 639/18B, 639/19A, 639/19B, 639/20A, 639/20B, 639/22A, 639/22B, 639/22C, 639/23A, 639/23B, 639/23C, 639/25A, 639/25B, 639/25C, 639/26A, 642/1, 642/2, 642/3, 644/2A2, 644/4, 645/1, 645/2A1, 646, situated at Pulivalam Viilage, Walajah Taluk, Ranipet District, within the sub registration district of Sholinghur and Registration District of Arakkonam.

Part B "Building"

Buildings constructed on the land falling under survey No. 639/17A, 639/17B, 639/18A, 639/18B, 639/19A, 639/19B, 639/20A, 639/20B, 639/22A, 639/22B, 639/22C, 639/23A, 639/23B, 639/23C, 639/25A, 639/25B, 639/25C, 639/26A situated at Pulivalam Village, Walajah Taluk, Ranipet District, within the sub registration district of Sholinghur and Registration District of Arakkonam.

Part C "Building on Leased Premises"

Buildings constructed on the property sub - leased from Brakes India Private Limited containing survey no. 639/1F, 639/2, 639/3A, 639/3B, 639/4A, 639/4B, 639/4C, 639/4D, 639/4E, 639/5, 639/6A, 639/6B, 639/6C, 639/7, 639/8, 639/9A, 639/9B as per the sub - lease deed dated 07th July 2021 situated at Pulivalam Village, Walajah Taluk, Ranipet District, within the sub registration district of Sholinghur and Registration District of Arakkonam.

For Forge 2000 Private Limited


Director

For Axles India Limited


V. MADHAVAN
Managing Director



KPMG Valuation Services LLP
Embassy Golf Links Business Park
Pebble Beach, B Block, 1st and 2nd Floor
Off Intermediate Ring Road
Bengaluru 560 071 India

TEL: +91 80 6833 5000
Fax: +91 80 6833 6999

Dated: 21 August 2025

Board of Directors
Axles India Limited,
21, Patullos Road,
Chennai - 600002
Tamil Nadu, India

Board of Directors
Forge 2000 Private Limited,
No.67, Chamiers Road
Chennai – 600028
Tamin Nadu, India

Re: Report on recommendation of Share Exchange Ratio relating to the proposed transaction under which Axles India Limited shall stand amalgamated with Forge 2000 Private Limited ("Proposed Merger").

Dear Madam / Sirs,

We refer to our engagement letter whereby KPMG Valuation Services LLP ("KPMG" or "we" or "us" or "our" or "Valuer") has been appointed as an independent valuer by Axles India Limited ("AIL") and Forge 2000 Private Limited ("FPL") (together referred to as the "Client" or "You" or "Companies" or "Businesses") to carrying out valuation and recommending a swap ratio for the proposed merger in the following manner:

- Merger of Forge 2000 Private Limited ("FPL") into Axles India Limited ("AIL") ("**Proposed Merger**").

BACKGROUND OF THE COMPANIES

Axles India Limited (CIN: U27209TN1981PLC008630) is an unlisted public company engaged in manufacturing automobile parts and equipment. Its products include drive axle housings, trailer axle beams, hub reduction axle housings for medium and heavy-duty commercial vehicles. The company was incorporated in 1981 and is based in Chennai, Tamil Nadu.

Forge 2000 Private Limited (CIN: U51909TN2000PTC044441) was incorporated on 20th March 2000 under The Companies Act, 1956. The company is engaged in the manufacture of forgings and cold box and shell cores mainly to cater to the requirements of Brakes India Private Limited. The production facilities of the company are located in and around Sholinghur.

The proposed merger is between FPL and AIL (together referred to as "Companies")

SCOPE AND PURPOSE OF THIS REPORT

We understand that the Board of Directors of AIL and FPL (together referred to as "Management") are contemplating the below merger transaction:

- Merger of Forge 2000 Private Limited ("FPL") into Axles India Limited ("AIL") ("**Proposed Merger**").

KPMG Valuation Services LLP, an Indian limited liability partnership and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee

KPMG Valuation Services (a partnership firm with registration No. 41/2019 converted into Limited Liability partnership with LLP Registration No. AAP-2732, with effect from May 13, 2019

Registered Office:
8th Floor, Tower C, Building No.
10, DLF Cyber City, Phase III,
Gurugram-122002 India
090653

In this connection the Client has approached KPMG for recommending swap ratio ("Share Exchange Ratio") for the proposed merger ("Engagement" or "Proposed Merger") with the valuation date being 2nd May 2025 ("Valuation Date"), (the "Services") for the consideration of the Board of Directors (including audit committees, if applicable) of the Client in accordance with the applicable laws, rules and regulations. To the extent mandatorily required under applicable laws of India, this report maybe produced before the judicial, regulatory or government authorities, in connection with the Proposed Merger.

The scope of the Services is to conduct a relative valuation (not an absolute valuation) of the Companies and recommend Share Exchange Ratio for the Proposed Merger. To arrive at the Share Exchange Ratio for the Proposed Merger, appropriate minor adjustments/ rounding off has been done in the values arrived by us.

We have considered financial information up to 02 May 2025 in our analysis and made adjustments for facts made known to us till the date of our report, including taking into consideration current market parameters, as applicable, which will have a bearing on the valuation analysis. The Management has informed us that they do not expect any events which are unusual or not in normal course of business up to the effective date of the Proposed Merger, other than the events specifically mentioned in this report. We have relied on the above while arriving at the Share Exchange Ratio for the Proposed Merger.

This report dated 21 August 2025 ("Report Date") is our deliverable in respect of our recommendation of the Share Exchange Ratio for the Proposed Merger.

This report and the information contained herein is absolutely confidential. The report will be used by the Client only for the purpose, as indicated in the Letter of Engagement for which we have been appointed. The result of our valuation analysis and our report cannot be used or relied by the Client for any other purpose or by any other party for any purpose whatsoever. We are not responsible to any other person/ party for any decision of such person/ party based on this report. Any person/ party intending to provide finance/ invest in the shares/ businesses of the Companies/ their holding companies/ subsidiaries/ joint ventures/ associates/ investee/ group companies, if any, shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision. If any person/ party (other than the Client) chooses to place reliance upon any matters included in the report, they shall do so at their own risk and without recourse to KPMG. It is hereby notified that usage, reproduction, distribution, circulation, copying or otherwise quoting of this report or any part thereof, except for the purpose as set out earlier in this report, without our prior written consent, is not permitted, unless there is a statutory or a regulatory requirement to do so.

The report including, (for the avoidance of doubt) the information contained in it is absolutely confidential and intended only for the sole use and information of the Client. Without limiting the foregoing, we understand that the Client may be required to submit the report to or share the report as per terms agreed in the Letter of Engagement ("LoE"), in connection with the Proposed Merger. We hereby give consent to the disclosure of the report to such recipients as permitted under the terms of LoE, subject to the Client ensuring that any such disclosure shall be subject to the condition and understanding that:

- it will be the Client's responsibility to review the report and identify any confidential information that it does not wish to or cannot disclose;
- we owe responsibility to only the Client that have engaged us and nobody else, and to the fullest extent permitted by law;



- we do not owe any duty of care to anyone else other than the Client and accordingly that no one other than the Client is entitled to rely on any part of the report;
- we accept no responsibility or liability towards any third party (including, the recipients as permitted under the terms of LoE) to whom the report may be shared with or disclosed or who may have access to the report pursuant to the disclosure of the report to the recipients as permitted under the terms of LoE. Accordingly, no one other than the Client shall have any recourse to us with respect to the report;
- we shall not under any circumstances have any direct or indirect liability or responsibility to any party engaged by the Client or to whom the Client may disclose or directly or indirectly permit the disclosure of any part of the report and that by allowing such disclosure we do not assume any duty of care or liability, whether in contract, tort, breach of statutory duty or otherwise, towards any of the third parties.

It is clarified that reference to this valuation report in any document and/ or filing with aforementioned tribunal/ judicial/ regulatory authorities/ government authorities/ stock exchanges/ courts/ professional advisors/ merchant bankers, in connection with the Proposed Merger, shall not be deemed to be an acceptance by us of any responsibility or liability to any person/ party other than the Boards of Directors of the Client, AIL and FPL.

This report is subject to the scope, assumptions, qualifications, exclusions, limitations and disclaimers detailed hereinafter. As such, the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

DISCLOSURE OF INTEREST/ CONFLICT

- KPMG is not affiliated to the Client in any manner whatsoever.
- We do not have financial interest in the businesses/ companies which are the subject of this report.
- Valuers' fee is not contingent on an action or event resulting from the analyses, opinions or conclusions in this report.



SOURCES OF INFORMATION

In connection with this exercise, we have used the following information shared with us during the course of the engagement:

- Salient features of the Proposed Merger;
- Provisional Balance Sheet as on Valuation Date for the Companies.
- Historical financials of the Companies;
- Projections of the Companies, as applicable;
- Prior Sale of Business Method / Price of Recent Investment related documents;
- Other relevant information and documents for the purpose of this engagement provided through emails or during discussions;
- Discussion with the management of the Companies in connection with the operations of the respective Companies/ subsidiaries, past and present activities, future plans and prospects, share capital and shareholding pattern of the Companies;
- For our analysis, we have relied on published and secondary sources of data, whether or not made available by the Companies. We have not independently verified the accuracy or timeliness of the same; and
- Such other analysis and enquiries, as we considered necessary.

We have also obtained the explanations, information and representations, which we believed were reasonably necessary and relevant for our exercise from the Management and representatives of the Companies. The Client has been provided with the opportunity to review the report (excluding the recommended Share Exchange Ratio) for this engagement to make sure that factual inaccuracies are avoided in our final report.

SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

Provision of valuation opinions and consideration of the issues described herein are areas of our regular practice. The services do not represent accounting, assurance, accounting/ tax due diligence, consulting or tax related services that may otherwise be provided by us or our network firms.

This report, its content, and the results herein are specific to the purpose of valuation and the Valuation Date mentioned in the report and agreed as per the terms of our engagement. It may not be valid for any other purpose or as at any other date. Also, it may not be valid if done on behalf of any other entity.

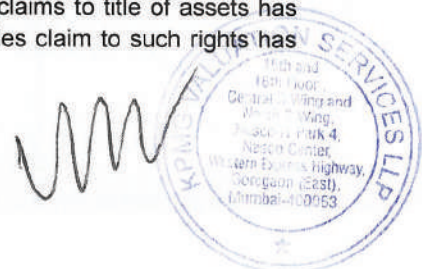
A valuation of this nature involves consideration of various factors including those impacted by prevailing stock market trends in general and industry trends in particular. This report is issued on the understanding that the management of the Companies have drawn our attention to all the matters, which they are aware of concerning the financial position of the Companies and any other matter, which may have an impact on our opinion, on the Share Exchange Ratio for the Proposed Merger as on the Valuation Date. Events and circumstances may have occurred since 02 May 2025 concerning the financial position of the Companies or any other matter and such events or circumstances might be considered material by the Companies or any third party. We have taken into account, in our valuation analysis, such events and circumstances occurring after 02 May 2025 as disclosed to us by the Companies, to the extent considered appropriate by us based on our professional judgement. Further, we have no responsibility to update the report for any events and circumstances occurring after the date of the report. Our valuation analysis was completed on a date subsequent to 02 May 2025 and accordingly, we have taken into account such valuation parameters and over such period, as we considered appropriate and relevant, up to a date close to our Report Date.



The recommendation rendered in this report only represent our recommendation based upon information received from the Companies till this report is issued and other sources and the said recommendation shall be in the nature of non-binding advice (our recommendation will however not be used for advising anybody to take buy or sell decision, for which specific opinion needs to be taken from expert advisors). You acknowledge and agree that you have the final responsibility for the determination of the Share Exchange Ratio at which the Proposed Merger shall take place and factors other than our Valuation report will need to be taken into account in determining the Share Exchange Ratio; these will include your own assessment of the Proposed Merger and may include the input of other professional advisors.

In the course of the valuation, we were provided with both written and verbal information, including market, financial and operating data. In accordance with the terms of our engagement, we have carried out relevant analyses and evaluations through discussions, calculations and such other means, as may be applicable and available, we have assumed and relied upon, without independently verifying, (i) the accuracy of the information that was publicly available, sourced from subscribed databases and formed a substantial basis for this report and (ii) the accuracy of information made available to us by the Companies. While information obtained from the public domain or external sources have not been verified for authenticity, accuracy or completeness, we have obtained information, as far as possible, from sources generally considered to be reliable. We assume no responsibility for such information. Our valuation does not constitute an audit or review in accordance with the auditing standards applicable in India, accounting/ financial/ commercial/ legal/ tax/ environmental due diligence or forensic/ investigation services and does not include verification or validation work. In accordance with the terms of our engagement letter and in accordance with the customary approach adopted in valuation exercises, we have not audited, reviewed, certified, carried out a due diligence, or otherwise investigated the historical and projected financial information, if any, provided to us regarding the Companies/ their holding/ subsidiary/ associates/ joint ventures/ investee companies, if any. Accordingly, we do not express an opinion or offer any form of assurance regarding the truth and fairness of the financial position as indicated in the historical financials/ financial statements and projections. The assignment did not involve us to conduct the financial or technical feasibility study. We have not done any independent technical valuation or appraisal or due diligence of the assets or liabilities of the Companies. Also, with respect to explanations and information sought from the Companies, we have been given to understand by the Companies that they have not omitted any relevant and material factors and that they have checked the relevance or materiality of any specific information to the present exercise with us in case of any doubt. Our conclusion is based on the assumptions and information given by/on behalf of the Companies. The respective management of the Companies have indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/ results. Accordingly, we assume no responsibility for any errors in the information furnished by the Companies and their impact on the report.

The report assumes that the Companies comply fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated, and that the Companies will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this valuation report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that are not recorded in the audited/ unaudited balance sheets of the Companies/ their holding/ subsidiary/ associates/ joint ventures/ investee companies, if any. Our conclusion of value assumes that the assets and liabilities of the Companies reflected in their respective latest audited or provisional balance sheets remain intact as of the Report Date. No investigation of the Companies'/ subsidiaries claims to title of assets has been made for the purpose of this report and the Companies'/ subsidiaries claim to such rights has



been assumed to be valid. No consideration has been given to liens or encumbrances against the assets, beyond the loans disclosed in the accounts. Therefore, no responsibility is assumed for matters of a legal nature. The valuation analysis and result are governed by concept of materiality.

Our report is not, nor should it be construed as our opining or certifying the compliance of the Proposed Merger with the provisions of any law/ standards including companies, foreign exchange regulatory, accounting and taxation (including transfer pricing) laws/ standards or as regards any legal, accounting or taxation implications or issues arising from such Proposed Merger.

Our report is not, nor should it be construed as our recommending the Proposed Merger or anything consequential thereto/ resulting therefrom. This report does not address the relative merits of the Proposed Merger as compared with any other alternatives or whether or not such alternatives could be achieved or are available. Any decision by the Client, the Companies/ their shareholders/ creditors regarding whether or not to proceed with the Proposed Merger shall rest solely with them. We express no opinion or recommendation as to how the directors/ shareholders/ creditors of the Companies should vote at any board/shareholders'/ creditors' meeting(s) to be held in connection with the Proposed Merger. This report does not in any manner address, opine on or recommend the prices at which the securities of the Companies could or should transact at following the announcement/ consummation of the Proposed Merger. Our report and the opinion/ valuation analysis contained herein is not nor should it be construed as advice relating to investing in, purchasing, selling or otherwise dealing in securities or as providing management services or carrying out management functions. It is understood that this analysis does not represent a fairness opinion.

We express no opinion on the achievability of the forecasts, if any, relating to the Companies/ their subsidiaries/ associates/ joint ventures/ investee companies/ their businesses given to us by the Management. The future projections are the responsibility of the respective management of the Companies. The assumptions used in their preparation, as we have been explained, are based on their present expectation of both – the most likely set of future business events and circumstances and the Management's course of action related to them. It is usually the case that some events and circumstances do not occur as expected or are not anticipated. Therefore, actual results during the forecast period may differ from the forecast and such differences may be material.

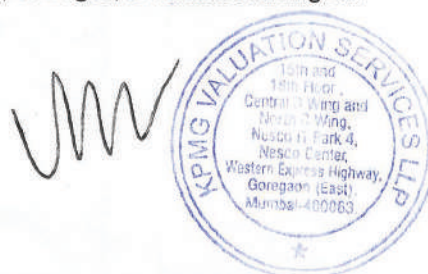
We have not conducted or provided an analysis or prepared a model for any individual assets/ liabilities and have wholly relied on information provided by the Companies in that regard.

Neither the report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement or document given to third parties, other than in connection with the Proposed Merger, without our prior written consent.

This valuation report is subject to the laws of India.

Any discrepancies in any table/ annexure between the total and the sums of the amounts listed are due to rounding-off.

KPMG will owe the responsibility only to AIL and FPL as per the provisions governed under the engagement letter signed. We will not be liable for any losses, claims, damages, or liabilities arising out of the actions taken, omissions or advice given by any other person.



PROCEDURES ADOPTED

In connection with this exercise, we have adopted the following procedures to carry out the valuation:

- Requested and received financial and business information;
- Obtained data available in public domain;
- Undertook high level industry analysis and research based on publicly available market data;
- Discussions (over call/ emails/ conferences) with the Management to understand the business and fundamental factors that could affect its earning-generating capability including strengths, weaknesses, opportunity, and threats analysis and historical financial performance;
- Selected internationally accepted valuation methodology(ies) as considered appropriate by us, in accordance with the ICAI Valuation Standards and / International Valuation standards published by the International Valuation Standards Council;
- Determined the Share Exchange Ratio based on the selected methodology for the consideration of Board of Directors of AIL and FPL; and
- For the purpose of arriving at the valuation of the Companies we have considered the valuation base as 'Fair Value' and the premise of value is 'Going Concern Value', as applicable (Refer annexure-1 for details) Any change in the valuation base, or the premise could have significant impact on our valuation exercise, and therefore, this report.

SHARE CAPITAL DETAILS OF THE COMPANIES

As at the Valuation Date, FPL is a wholly-owned subsidiary of Sundaram Finance Holdings Limited ("SFHL").

AIL is also a subsidiary of SFHL. AIL has 25,490,646 shares out of which 6,236 shares were forfeited resulting in a total share base of 25,484,410 shares. FPL has a total share base of 2,000,000 shares.

The capitalisation table of AIL as on Valuation Date is as follows:

Shareholder	No. of Shares	Shareholding %
Wheels India Limited	2,424,661	9.5%
Sundaram Finance Holdings Limited	16,049,962	63.0%
Forge 2000 Private Limited	6,158,207	24.2%
Public Minority Shareholders	851,580	3.3%
Total	25,484,410	100.0%

Source: Management



BASIS OF SHARE EXCHANGE RATIO

The basis of the Proposed Merger would have to be determined after taking into consideration all the factors, approaches and methods considered appropriate by the Valuer. Though different values may have been arrived at under each of the above approaches/ methods, for the purposes of recommending the Share Exchange Ratio it is necessary to arrive at a single value for the shares of the companies involved in a transaction such as the Proposed Merger. It is, however, important to note that in doing so, we are not attempting to arrive at the absolute values of the shares of the Companies but at their relative values to facilitate the determination of Share Exchange Ratio. For this purpose, it is necessary to give appropriate weights to the values arrived at under each approach/ method.

In the ultimate analysis, valuation will have to be arrived at by the exercise of judicious discretion by the valuer and judgments taking into account all the relevant factors. There will always be several factors, e.g. quality of the management, present and prospective competition, yield on comparable securities and market sentiment, etc. which are not evident from the face of the balance sheets but which will strongly influence the worth of a share. The determination of exchange ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. This concept is also recognized in judicial decisions. There is, therefore, no indisputable single Share Exchange Ratio. While we have provided our recommendation of the Share Exchange Ratio based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion as to the price for swap of equity shares under the Proposed Transaction. The final responsibility for the determination of the Share Exchange Ratio at which the Proposed Merger shall take place will be with the Board of Directors who should consider other factors such as their own assessment of the Proposed Merger and input of other advisors.

The Share Exchange Ratio has been arrived at on the basis of equity valuation of AIL and FPL based on the various applicable approaches/ methods explained herein earlier and various qualitative factors relevant to each company and the business dynamics and growth potentials of the businesses of these companies, having regard to information base, key underlying assumptions and limitations.

We have applied relevant methods discussed above, as considered appropriate, and arrived at the assessment of the values per equity share of AIL and FPL. To arrive at the Share Exchange Ratio for the Proposed Merger, suitable minor adjustments/ rounding off have been done in the values arrived at by us.

SHARE EXCHANGE RATIO

In light of the above, and on a consideration of all the relevant factors and circumstances as discussed and outlined herein above, we recommend the following Share Exchange Ratio for Proposed Merger:

Share Exchange Ratio for FPL Merger:

- *Share Exchange Ratio of Ten thousand (10,000 Only) ordinary equity share of Axles India Limited of face value of INR 10 each for every thirty-seven thousand eight hundred and forty-two (37,842 Only) ordinary shares of Forge 2000 Private Limited of face value of INR 10.*

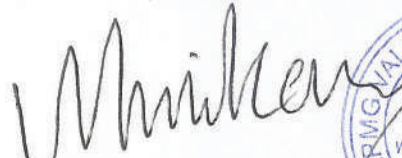





Our Valuation report and Share Exchange Ratio is based on the equity share capital structure of AIL and FPL as mentioned earlier in this report. Any variation in the equity capital of the Companies may have material impact on the Share Exchange Ratio.

Respectfully submitted,

For KPMG Valuation Services LLP
Registered Valuer Entity under Companies
(Registered Valuers and Valuation) Rules, 2017
IBBI Registration No. IBBI/RV-E//06/2020/115
Asset class: Securities or Financial Assets


Mahesh Vikamsey, Partner
IBBI Registration No. IBBI/RV/05/2019/11313
Date: 21 August 2025



ANNEXURE I: VALUATION APPROACH – KPMG

We have carried out the valuation in accordance with the principles laid in the ICAI Valuation Standards/International Valuation Standards, as applicable to the purpose and terms of this engagement.

The three main valuation approaches are the market approach, income approach and asset approach. There are several commonly used and accepted methods within the market approach, income approach and asset approach, for determining the relative fair value of equity shares of a company, which can be considered in the present valuation exercise, to the extent relevant and applicable, to arrive at the Share Exchange Ratio for the purpose of the Proposed Transactions, such as:

- Market Approach - Market Price Method; Comparable Companies Multiples (Coco) Method; Comparable Transaction Multiples Method (CTM); Prior Sale of Business Method.
- Income Approach - Discounted Cash Flow (DCF) Method
- Asset Approach - Net Asset Value (NAV) Method

It should be understood that the valuation of any company or its assets is inherently subjective and is subject to uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the companies. In addition, this valuation will fluctuate with changes in prevailing market conditions, the conditions and prospects, financial and otherwise, of the companies/ businesses, and other factors which generally influence the valuation of companies and their assets.

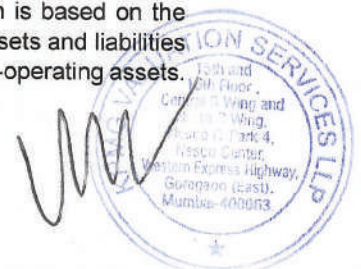
The application of any particular method of valuation depends on the purpose for which the valuation is done. Although different values may exist for different purposes, it cannot be too strongly emphasized that a valuer can only arrive at one value for one purpose. Our choice of method of valuation has been arrived at using usual and conventional methods adopted for transactions of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

The basis of the Proposed Merger would have to be determined after taking into consideration all the factors, approaches and methods considered appropriate by the Valuer. Though different values may have been arrived at under each of the above approaches/ methods, for the purposes of recommending the Share Exchange Ratio it is necessary to arrive at a single value for the shares of the companies involved in a transaction such as the Proposed Merger. It is, however, important to note that in doing so, we are not attempting to arrive at the absolute values of the shares of the Companies but at their relative values to facilitate the determination of Share Exchange Ratio. For this purpose, it is necessary to give appropriate weights to the values arrived at under each approach/ method.

In the ultimate analysis, valuation will have to be arrived at by the exercise of judicious discretion by the valuer and judgments taking into account all the relevant factors. There will always be several factors, e.g. quality of the management, present and prospective competition, yield on comparable securities and market sentiment, etc. which are not evident from the face of the balance sheets but which will strongly influence the worth of a share. The determination of exchange ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. This concept is also recognized in judicial decisions.

Asset Approach - Net Asset Value Method

Under the asset approach, the net asset value (NAV) method is considered, which is based on the underlying net assets and liabilities of the company, taking into account operating assets and liabilities on a book value basis and appropriate adjustments for, inter alia, value of surplus/ non-operating assets.



Income Approach

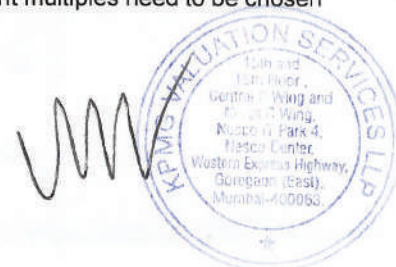
Income approach is a valuation approach that converts maintainable or future amounts (e.g., cashflows or income and expenses) to a single current (i.e., discounted or capitalised) amount. The value measurement is determined on the basis of the value indicated by current market expectations about those future amounts.

Under DCF method, the projected free cash flows from business operations available to all providers of capital are discounted at the weighted average cost of capital to such capital providers, on a market participant basis, and the sum of such discounted free cash flows is the value of the business from which value of debt and other capital is deducted, and other relevant adjustments made to arrive at the value of the equity - Free Cash Flows to Firm (FCFF) technique; This discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers (namely shareholders and creditors), weighted by their relative contribution to the total capital of the company. The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

Market Approach

Market approach is a valuation approach that uses prices and other relevant information generated by market transactions involving identical or comparable (i.e., similar) assets, liabilities or a group of assets and liabilities, such as a business.

- **Market Price Method:** Under this method, the value of shares of a company is determined by taking the average of the market capitalisation of the equity shares of such company as quoted on a recognised stock exchange over reasonable periods of time where such quotations are arising from the shares being regularly and freely traded in an active market, subject to the element of speculative support that may be inbuilt in the market price. But there could be situations where the value of the share as quoted on the stock market would not be regarded as a proper index of the fair value of the share, especially where the market values are fluctuating in a volatile capital market. Further, in the case of a merger/ demerger, where there is a question of evaluating the shares of one company against those of another, the volume of transactions and the number of shares available for trading on the stock exchange over a reasonable period would have to be of a comparable standard. This method would also cover any other transactions in the shares of the company including primary/ preferential issues/ open offer in the shares of the company available in the public domain.
- **Comparable Companies Multiples (CCM) Method:** Under this method, one attempts to measure the value of the shares/ business of company by applying the derived market multiple based on market quotations of comparable public/ listed companies, in an active market, possessing attributes similar to the business of such company - to the relevant financial parameter of the company/ business (based on past and/ or projected working results) after making adjustments to the derived multiples on account of dissimilarities with the comparable companies and the strengths, weaknesses and other factors peculiar to the company being valued. These valuations are based on the principle that such market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.
- **Comparable Transaction Multiples (CTM) Method:** Under this method, value of the equity shares of a company is arrived at by using multiples derived from valuations of comparable transactions. This valuation is based on the principle that transactions taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.



- **Prior Sale of Business Method / Price of Recent Investment ("PoRI"):** Prior Sale of Business Method / PoRI, like the CTM, makes use of transaction multiples. However, transaction multiples used in this case are the ones implied in the prior transactions involving the subject company itself.

The valuation approaches/ methods used, and the values arrived at using such approaches/ methods by us has been placed in this Annexure of this Report.

VALUER NOTES

In relation to Transaction

For the present valuation analysis, we have considered it appropriate to use the Prior Sale of Business Method / PoRI under the Market Approach for the valuation of AIL and FPL Businesses.

As per ICAI guidelines and Ind AS 113, Prior Sale of Business Method / PoRI is considered a level 1 input wherein observable market inputs are available for fair value measurement.

Given the proximity of the Businesses own transaction dates (as mentioned below) to the Valuation Date, we have adopted Prior Sale of Business Method / PoRI (it being level 1 input) and given it 100% weightage in estimating the Fair Value.

We have not adopted / attributed any weightage to the Market Approach on account of the following reasons:

- a. **Limited / Nil availability of close comparable companies:** Only one closely comparable companies (i.e. Automotive Axles Limited) was listed peer of AIL. Further, We note that the size, margin profile, and operational metrics of these comparable companies are different from AIL.
- b. **Limited / Nil availability of close comparable companies:** Due to the lack of closely comparable companies. Further, due to the smaller size and captive nature of FPL, the comparable companies were not considered in our analysis.

We have not adopted / attributed any weightage to the Cost Approach or NAV considering the nature and stage of the business (i.e. profit generating & growing business) where the value lies in the ongoing operations.

Further, We have evaluated the DCF Method under the Income Approach for the valuation of AIL and FPL. However, as per ICAI guidelines and Ind AS 113, We note that the value arrived at using DCF is a level 3 fair value input. We have considered Prior Sale of Business Method / PoRI as it is a level 1 fair value input, given the proximity of the recent transactions to the Valuation Date.

For AIL, a recent transaction in AIL was concluded on 02 May 2025, wherein erstwhile shareholder Dana Global Products Inc. ("Dana") sold their entire stake of 48.33 per cent (12,316,415 shares). 24.16 per cent was sold to majority stakeholder Sundaram Finance Holdings Limited ("SFHL") and the balance 24.17 per cent was sold to Forge 2000 Private Limited ("FPL") at a per share price of INR 296.65.

For FPL, a recent transaction in FPL was concluded on 17 March 2025, wherein Sundaram Finance Holdings Limited ("SFHL") acquired the 100.0 per cent equity stake in FPL, with the deal valued at a per share price of INR 78.39.

In view of the above, and on consideration of the relevant factors and circumstances as discussed and outlined hereinabove, we recommend the following Ratio:

1. Share Exchange Ratio of Ten thousand (10,000 Only) ordinary equity share of Axles India Limited of face value of INR 10 each for every thirty-seven thousand eight hundred and forty-two (37,842 Only) ordinary shares of Forge 2000 Private Limited of face value of INR 10.





Valuation Summary	AIL	Weight	FPL	Weight
Fair Value (INR Mn)				
Income Approach	Evaluated	0.0%	Evaluated	0.0%
Market Approach - PoRI	7,560	100.0%	157	100.0%
Cost Approach	NA	NA	NA	NA
Concluded Fair Value	7,560		157	
Number of shares	25,484,410		2,000,000	
Value	297 per equity share		78 per equity share	
Share Swap Ratio	10,000 : 37,842			
Ten thousand (10,000) equity shares of AIL for every thirty-seven thousand eight hundred and forty two shares (37,842) equity shares of FPL				

Source: KPMG Analysis, Management



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Report of the Board of Directors of Axles India Limited pursuant to Section 232(2)(c) of the Companies Act, 2013 explaining the effect of the Scheme of Amalgamation of Forge 2000 Private Limited with Axles India Limited ("Scheme")

1.0. Background

The Board of Directors of Axles India Limited approved the draft Scheme of Amalgamation under Section 230 to 232 of the Companies Act, 2013, as amended from time to time (including any statutory modification(s) or reenactment(s) thereof), which involves the amalgamation of Forge 2000 Private Limited (Transferor Company) with Axles India Limited (Transferee Company) and their respective shareholders.

As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Directors explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders is required to be circulated to the shareholders / creditors, along with the notice convening the meeting.

Accordingly, this report has been prepared in compliance with the provisions of Section 232(2)(c) of the Companies 2013.

2.1 Share Exchange Ratio and Consideration

The Scheme envisages that shares shall be issued by Axles India Limited to shareholders of Forge 2000 Private Limited pursuant to the Amalgamation in the ratio given below:

"10,000 (Ten Thousand)] equity shares of the Transferee Company having face value of Rs.10/- each fully paid up shall be issued for every 37,842 (thirty-seven thousand eight hundred and forty- two) equity shares held in Transferor Company having face value of Rs. 10 each fully paid up."

Plant I
Singaperumal Koil Road,
Sriperumbudur,
Kancheepuram District - 602 105.
Tamil Nadu
Phone : 90031 81264
73587 67537

Plant II
Vadamavandal Village,
Nemendi Post,
Vembakkam Panchayat,
Cheyyar Taluk - 604 410.
Phone : 97899 73169

Plant III
M1 Industrial Area,
Murgaghutu Mauza,
Musabani Block,
Adityapur Region,
Purbi Singhbhum District,
Jharkhand - 832 106.

Registered Office
21 Patullous Road,
Chennai - 600 002
E-mail : axles@axlesindia.com
website : www.axlesindia.com



CIN : U27209TN1981PLC008630



Axles India Limited

2.2 Effect of the Scheme on each class of shareholders, promoters and non-promoter shareholders

There is only one class of shareholders, viz., Equity Shareholders. Upon implementation of the Scheme, the equity shares held by Forge 2000 Private Limited in Axles India Limited shall stand cancelled. The shareholder of Forge 2000 Private Limited shall receive equity shares of Axles India Limited in accordance with the share exchange ratio provided in the Scheme. Consequently, the percentage shareholding of the existing shareholders shall increase in the post-Scheme shareholding structure.

2.3 Effect of the Scheme on Key Managerial Personnel of Axles India Limited

The Scheme of Amalgamation does not affect the Key Managerial Personnel of Axles India Limited in any manner.

Approved and adopted by the Board of Directors at their meeting held on July 24, 2025

By order of the Board
For Axles India Limited


V. Madhavan
Managing Director



Date: July 24, 2025
Place: Chennai

Plant I
Singaperumal Koil Road,
Sriperumbudur,
Kancheepuram District - 602 105.
Tamil Nadu
Phone : 90031 81264
73587 67537

Plant II
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Phone : 97899 73169

Plant III
M1 Industrial Area,
Murgaghutu Mauza,
Musabani Block,
Adityapur Region,
Purbi Singhbhum District,
Jharkhand - 832 106.

Registered Office
21 Patullous Road,
Chennai - 600 002
E-mail : axles@axlesindia.com
website :www.axlesindia.com

CIN : U27209TN1981PLC008630

Forge 2000 Private Limited
(Formerly Forge 2000 Limited)
Kaveripakkam Road,
Pulivalam-632 505,
Ranipet District.
Tel : +91-4172-278812

Report of the Board of Directors of Forge 2000 Private Limited pursuant to Section 232(2)(c) of the Companies Act, 2013 explaining the effect of the Scheme of Amalgamation of Forge 2000 Private Limited with Axles India Limited ("Scheme")

1. Background

The Board of Directors of Forge 2000 Private Limited approved the draft Scheme of Amalgamation under Section 230 to 232 of the Companies Act, 2013, as amended from time to time (including any statutory modification(s) or reenactment(s) thereof), which involves the amalgamation of Forge 2000 Private Limited (Transferor Company) with Axles India Limited (Transferee Company) and their respective shareholders.

As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Directors explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders is required to be circulated to the shareholders / creditors, along with the notice convening the meeting.

Accordingly, this report has been prepared in compliance with the provisions of Section 232(2)(c) of the Companies 2013.

2. Share Exchange Ratio and Consideration

The Scheme envisages that shares shall be issued by Axles India Limited to shareholders of Forge 2000 Private Limited pursuant to the Amalgamation in the ratio given below:

“10,000 (Ten Thousand) equity shares of the Transferee Company having face value of Rs.10/- each fully paid up shall be issued for every 37,842 (thirty-seven thousand eight hundred and forty-two) equity shares held in Transferor Company having face value of Rs. 10 each fully paid up.”

Registered Office: 67, Chamiers Road, Chennai – 600028
CIN: U51909TN2000PTC044441; Fax No.044 2442 4217

Forge 2000 Private Limited
(Formerly Forge 2000 Limited)
Kaveripakkam Road,
Pulivalam-632 505,
Ranipet District.
Tel : +91-4172-278812

3. Effect of the Scheme on each class of shareholders, promoters and non-promoter shareholders

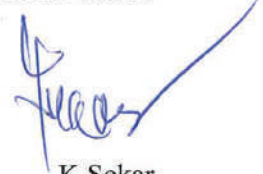
There is only one class of shareholders, viz., Equity Shareholders. Upon the Scheme becoming effective, the shareholder of Forge 2000 Private Limited shall receive equity shares of Axles India Limited in accordance with the share exchange ratio provided in the Scheme.

4. Effect of the Scheme on Key Managerial Personnel of Forge 2000 Private Limited

Pursuant to the scheme becoming effective, the Transferor Company will merge with the Transferee Company and will be dissolved without the process of winding up. Therefore, the office of the existing Directors / KMPs of the Transferor Company will cease on dissolution.

Approved and adopted by the Board of Directors at their meeting held on July 26, 2025.

By order of the Board
For Forge 2000 Private Limited



K.Sekar
Director

Date: July 26, 2025
Place: Chennai

Registered Office: 67, Chamiers Road, Chennai – 600028
CIN: U51909TN2000PTC044441; Fax No.044 2442 4217

Price Waterhouse & Co Chartered Accountants LLP

Independent Auditor's Report

To the Members of Axles India Limited

Report on the Audit of the Financial Statements

Opinion

1. We have audited the accompanying financial statements of Axles India Limited ("the Company"), which comprise the Balance Sheet as at March 31, 2025, and the Statement of Profit and Loss (including Other Comprehensive Income), the Statement of Changes in Equity and the Statement of Cash Flows for the year then ended, and notes to the financial statements, including material accounting policy information and other explanatory information.
2. In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Companies Act, 2013 ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2025, and total comprehensive income (comprising of profit and other comprehensive income), changes in equity and its cash flows for the year then ended.

Basis for Opinion

3. We conducted our audit in accordance with the Standards on Auditing (SAs) specified under Section 143(10) of the Act. Our responsibilities under those Standards are further described in the "Auditor's responsibilities for the audit of the financial statements" section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

4. The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Board's report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.



Price Waterhouse & Co Chartered Accountants LLP, 7th & 10th Floor, Menon Eternity, 165, St. Mary's Road, Alwarpet Chennai - 600018

T: +91 (44) 42285276

Registered office and Head office: Plot No. 56 & 57, Block DN, Sector-V, Salt Lake, Kolkata - 700 091

Price Waterhouse & Co. (a Partnership Firm) converted into Price Waterhouse & Co Chartered Accountants LLP (a Limited Liability Partnership with LLP Identity no: LLPIN AAC-4362) with effect from July 7, 2014. Post its conversion to Price Waterhouse & Co Chartered Accountants LLP, its ICAI registration number is 304026E/E300009 (ICAI registration number before conversion was 304026E)

INDEPENDENT AUDITOR'S REPORT

To the Members of Axles India Limited

Report on Audit of the Financial Statements as of and for the year ended March 31, 2025

Page 2 of 5

Responsibilities of management and those charged with governance for the financial statements

5. The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Act with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance, changes in equity and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards specified under Section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.
6. In preparing the financial statements, Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.
7. Those Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's responsibilities for the audit of the financial statements

8. Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
9. As part of an audit in accordance with SAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:
 - Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
 - Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under Section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.



INDEPENDENT AUDITOR'S REPORT

To the Members of Axles India Limited

Report on Audit of the Financial Statements as of and for the year ended March 31, 2025

Page 3 of 5

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
 - Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
 - Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
10. We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
11. We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on other legal and regulatory requirements

12. As required by the Companies (Auditor's Report) Order, 2020 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of Section 143 of the Act, we give in the Annexure B a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.
13. As required by Section 143(3) of the Act, we report that:
- (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
 - (c) The Balance Sheet, the Statement of Profit and Loss (including Other Comprehensive Income), the Statement of Changes in Equity and the Statement of Cash Flows dealt with by this Report are in agreement with the books of account.
 - (d) In our opinion, the aforesaid financial statements comply with the Indian Accounting Standards specified under Section 133 of the Act.
 - (e) On the basis of the written representations received from the directors as on March 31, 2025 and April 1, 2025, taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2025, from being appointed as a director in terms of Section 164(2) of the Act.



INDEPENDENT AUDITOR'S REPORT

To the Members of Axles India Limited

Report on Audit of the Financial Statements as of and for the year ended March 31, 2025

Page 4 of 5

- (f) With respect to the adequacy of the internal financial controls with reference to financial statements of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure A".
- (g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014 (as amended), in our opinion and to the best of our information and according to the explanations given to us:
- i. The Company has disclosed the impact of pending litigations on its financial position in its financial statements – Refer Note 29 to the financial statements
 - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
 - iii. There has been no delay in transferring amounts, required to be transferred, to the Investor Education and Protection Fund by the Company during the year.
 - iv. (a) The management has represented that, to the best of its knowledge and belief, as disclosed in Note 33 to the financial statements, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the Company to or in any other person(s) or entity(ies), including foreign entities ("Intermediaries"), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, whether directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries;
 - (b) The management has represented that, to the best of its knowledge and belief, as disclosed in the Note 33 to the financial statements, no funds have been received by the Company from any person(s) or entity(ies), including foreign entities ("Funding Parties"), with the understanding, whether recorded in writing or otherwise, that the Company shall, whether directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries; and
 - (c) Based on such audit procedures that we considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause (a) and (b) contain any material misstatement.
 - v. The final dividend paid by the Company during the year in respect of the same declared for the previous year is in accordance with section 123 of the Companies Act 2013 to the extent it applies to payment of dividend.

As stated in note 26(b) to the financial statements, the Board of Directors of the Company have proposed final dividend for the year which is subject to the approval of the members at the ensuing Annual General Meeting. The dividend declared is in accordance with section 123 of the Act to the extent it applies to declaration of dividend.



INDEPENDENT AUDITOR'S REPORT

To the Members of Axles India Limited

Report on Audit of the Financial Statements as of and for the year ended March 31, 2025

Page 5 of 5

- iv. Based on our examination, which included test checks, the Company has used an accounting software for maintaining its books of account which has a feature of recording audit trail (edit log) facility and that has operated throughout the year for all relevant transactions recorded in the software. During the course of our audit, we did not notice any instance of audit trail feature being tampered with. Further, the audit trail to the extent maintained in the prior year, has been preserved by the Company as per the statutory requirements for record retention.
14. The Company has paid/ provided for managerial remuneration in accordance with the requisite approvals mandated by the provisions of Section 197 read with Schedule V to the Act.

For Price Waterhouse & Co Chartered Accountants LLP

Firm Registration Number: 304026E/E-300009



Arun Kumar R

Partner

Membership Number: 211867

UDIN: 25211867BMOPRJ5425

Place: Chennai

Date: May 9, 2025

Annexure A to Independent Auditor's Report

Referred to in paragraph 13(f) of the Independent Auditor's Report of even date to the members of Axles India Limited on the financial statements as of and for the year ended March 31, 2025
Page 1 of 2

Report on the Internal Financial Controls with reference to Financial Statements under clause (i) of sub-section 3 of Section 143 of the Act

1. We have audited the internal financial controls with reference to financial statements of Axles India Limited ("the Company") as of March 31, 2025 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

2. The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting ("the Guidance Note") issued by the Institute of Chartered Accountants of India ("ICAI"). These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Act.

Auditor's Responsibility

3. Our responsibility is to express an opinion on the Company's internal financial controls with reference to financial statements based on our audit. We conducted our audit in accordance with the Guidance Note and the Standards on Auditing specified under Section 143(10) of the Act to the extent applicable to an audit of internal financial controls, both applicable to an audit of internal financial controls and both issued by the ICAI. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls with reference to financial statements was established and maintained and if such controls operated effectively in all material respects.
4. Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system with reference to financial statements and their operating effectiveness. Our audit of internal financial controls with reference to financial statements included obtaining an understanding of internal financial controls with reference to financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.
5. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system with reference to financial statements.

Meaning of Internal Financial Controls with reference to financial statements

6. A company's internal financial controls with reference to financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial controls with reference to financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.



Annexure A to Independent Auditor's Report

Referred to in paragraph 13(f) of the Independent Auditor's Report of even date to the members of Axles India Limited on the financial statements as of and for the year ended March 31, 2025

Page 2 of 2

Inherent Limitations of Internal Financial Controls with reference to financial statements

7. Because of the inherent limitations of internal financial controls with reference to financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls with reference to financial statements to future periods are subject to the risk that the internal financial controls with reference to financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

8. In our opinion, the Company has, in all material respects, adequate internal financial controls system with reference to financial statements and such internal financial controls with reference to financial statements were operating effectively as at March 31, 2025, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note issued by ICAI.

For Price Waterhouse & Co Chartered Accountants LLP

Firm Registration Number: 304026E/E-300009



Arun Kumar R

Partner

Membership Number: 211867

UDIN: 25211867BMOPRJ5425

Place: Chennai

Date: May 9, 2025

Annexure B to Independent Auditor's Report

Referred to in paragraph 12 of the Independent Auditors' Report of even date to the members of Axles India Limited on the financial statements as of and for the year ended March 31, 2025
Page 1 of 5

In terms of the information and explanations sought by us and furnished by the Company, and the books of account and records examined by us during the course of our audit, and to the best of our knowledge and belief, we report that:

- i. (a) (A) The Company is maintaining proper records showing full particulars, including quantitative details and situation, of Property, Plant and Equipment.
(B) The Company is maintaining proper records showing full particulars of Intangible Assets.
- (b) The Property, Plant and Equipment of the Company have been physically verified by the Management during the year and no material discrepancies have been noticed on such verification. In our opinion, the frequency of verification is reasonable.
- (c) The title deeds of all the immovable properties (other than properties where the Company is the lessee and the lease agreements are duly executed in favour of the lessee), as disclosed in Note 3 to the financial statements, are held in the name of the Company.
- (d) The Company has chosen cost model for its Property, Plant and Equipment (including Right of Use assets) and Intangible Assets. Consequently, the question of our commenting on whether the revaluation is based on the valuation by a Registered Valuer, or specifying the amount of change, if the change is 10% or more in the aggregate of the net carrying value of each class of Property, Plant and Equipment (including Right of Use assets) or Intangible Assets does not arise.
- (e) No proceedings have been initiated on (or) are pending against the Company for holding benami property under the Prohibition of Benami Property Transactions Act, 1988 (as amended in 2016) (formerly the Benami Transactions (Prohibition) Act, 1988 (45 of 1988)) and Rules made thereunder, and therefore the question of our commenting on whether the Company has appropriately disclosed the details in the financial statements does not arise.
- ii. (a) The physical verification of inventory excluding stocks with third parties has been conducted at reasonable intervals by the Management during the year and, in our opinion, the coverage and procedure of such verification by Management is appropriate. In respect of inventory lying with third parties, these have substantially been confirmed by them. The discrepancies noticed on physical verification of inventory as compared to book records were not 10% or more in aggregate for each class of inventory.
- (b) During the year, the Company has been sanctioned working capital limits in excess of Rs. 5 crores, in aggregate, from banks on the basis of security of current assets. The Company has filed quarterly returns or statements with such banks, which are in agreement with the unaudited books of account.
- iii. (a) The Company has granted unsecured advances in nature of loans to employees. The aggregate amount during the year, and balance outstanding at the balance sheet date with respect to such advances in nature of loans to parties other than subsidiaries, joint ventures and associates are as per the table given below:

	Advances in nature of loans (in INR crores)
Aggregate amount granted/ provided during the year - Others	0.19
Balance outstanding as at balance sheet date in respect of the above case - Others	0.18

(Also, refer Note 5(c) to the financial statements)



Annexure B to Independent Auditors' Report

Referred to in paragraph 12 of the Independent Auditors' Report of even date to the members of Axles India Limited on the financial statements for the year ended March 31, 2025

Page 2 of 5

- (b) In respect of the aforesaid advances in nature of loans, which are interest free advances in nature of loans, the terms and conditions under which such loans were granted are not prejudicial to the Company's interest, considering that these have been granted to the employees.
- (c) In respect of the advances in nature of loans, the schedule of repayment of principal has been stipulated, and the parties are repaying the principal amounts, as stipulated.
- (d) In respect of the advances in nature of loans, there is no amount which is overdue for more than ninety days.
- (e) There were no advances in nature of loans which have fallen due during the year and were renewed/extended. Further, no fresh loans were granted to same parties to settle the existing overdue advances in nature of loan.
- (f) There were no loans/ advances in nature of loans which were granted during the year, including to promoters/ related parties that were repayable on demand or without specifying any terms or period of repayment.
- iv. In our opinion, and according to the information and explanations given to us, the Company has not granted any loans or provided any guarantees or security to the parties covered under Section 185 of the Companies Act, 2013. The Company has complied with the provision of Section 186 of the Companies Act, 2013 in respect of investments made by it.
- v. The Company has not accepted any deposits or amounts which are deemed to be deposits referred in Sections 73, 74, 75 and 76 of the Act and the Rules framed there under.
- vi. The Central Government of India has not specified the maintenance of cost records under sub-section (1) of Section 148 of the Act for any of the products and services of the Company. Accordingly, reporting under clause 3(vi) of the Order is not applicable to the Company.
- vii. (a) In our opinion, the Company is regular in depositing the undisputed statutory dues, including goods and services tax, provident fund, employees' state insurance, income tax, sales tax, service tax, duty of customs, duty of excise, value added tax, cess, and other statutory dues, as applicable, with the appropriate authorities. Also, refer Note 29 to the financial statements regarding management's assessment on certain matters relating to provident fund.
- (b) The particulars of statutory dues referred to in sub-clause (a) as at March 31, 2025 which have not been deposited on account of a dispute, are as follows:

Name of the statute	Nature of dues	Amount (Rs. In crores)	Period to which the amount relates	Forum where the dispute is pending
Central Sales Tax, 1956	Sales tax	**	1989-90	TN sales Tax Appellate Tribunal
Tamil Nadu General Sales Tax Act	Sales tax	**	1995-96	Appellate Assistant Commissioner (CT)
Central Sales Tax, 1956	Sales tax	0.01	2007-08	Assistant or Deputy Commissioner (CT)
Tamil Nadu Value added Tax Act	Sales tax	2.17*	2013-14 to 2016-17	Assistant Commissioner (Sales Tax)



Annexure B to Independent Auditors' Report

Referred to in paragraph 12 of the Independent Auditors' Report of even date to the members of Axles India Limited on the financial statements for the year ended March 31, 2025

Page 3 of 5

Name of the statute	Nature of dues	Amount (Rs. In crores)	Period to which the amount relates	Forum where the dispute is pending
Central Excise Act	Service Tax	1.65	2004-05 to 2017-18	Customs, Excise and Service Tax Appellate Tribunal
Income Tax Act, 1961	Income Tax	1.67	2013-14	Commissioner of Income Tax (Appeals)

* Amount considered above is net of INR 0.23 crores paid under protest

** The amount is below of the rounding off norms adopted by the Company.

- viii. There are no transactions previously unrecorded in the books of account that have been surrendered or disclosed as income during the year in the tax assessments under the Income Tax Act, 1961.
- ix. (a) The Company has not defaulted in repayment of loans or other borrowings or in the payment of interest to any lender during the year.
- (b) On the basis of our audit procedures, we report that the Company has not been declared Wilful Defaulter by any bank or financial institution or government or any government authority.
- (c) In our opinion, the term loans have been applied for the purposes for which they were obtained. (Also, refer Note 33 to the financial statements)
- (d) According to the information and explanations given to us, and the procedures performed by us, and on an overall examination of the financial statements of the Company, we report that no funds raised on short-term basis have been utilised for long-term purposes by the Company.
- (e) According to the information and explanations given to us and procedures performed by us, we report that the Company did not have any subsidiaries, joint ventures or associate companies during the year. Accordingly, reporting under clause 3(ix)(e) and (f) of the Order are not applicable to the Company.
- x. (a) The Company has not raised any money by way of initial public offer or further public offer (including debt instruments) during the year. Accordingly, the reporting under clause 3(x)(a) of the Order is not applicable to the Company.
- (b) The Company has not made any preferential allotment or private placement of shares or fully or partially or optionally convertible debentures during the year. Accordingly, the reporting under clause 3(x)(b) of the Order is not applicable to the Company.
- xi. (a) During the course of our examination of the books and records of the Company, carried out in accordance with the generally accepted auditing practices in India, we have neither come across any instance of material fraud by the Company or on the Company, noticed or reported during the year, nor have we been informed of any such case by the Management.
- (b) During the course of our examination of the books and records of the Company, carried out in accordance with the generally accepted auditing practices in India, a report under Section 143(12) of the Act, in Form ADT-4, as prescribed under rule 13 of Companies (Audit and Auditors) Rules, 2014 was not required to be filed with the Central Government. Accordingly, the reporting under clause 3(xi)(b) of the Order is not applicable to the Company.



Annexure B to Independent Auditors' Report

Referred to in paragraph 12 of the Independent Auditors' Report of even date to the members of Axles India Limited on the financial statements for the year ended March 31, 2025

Page 4 of 5

- (c) During the course of our examination of the books and records of the Company carried out in accordance with the generally accepted auditing practices in India, and as represented to us by the management, no whistle-blower complaints have been received during the year by the Company. Accordingly, the reporting under clause 3(xi)(c) of the Order is not applicable to the Company.
- xii. As the Company is not a Nidhi Company and the Nidhi Rules, 2014 are not applicable to it, the reporting under clause 3(xii) of the Order is not applicable to the Company.
- xiii. The Company has entered into transactions with related parties in compliance with the provisions of Section 188 of the Act. The details of related party transactions have been disclosed in the financial statements as required under Indian Accounting Standard 24 "Related Party Disclosures" specified under Section 133 of the Act. Further, the Company has constituted an Audit Committee voluntarily, though the provisions of Section 177 of the Act do not apply to the Company and accordingly, to this extent, the reporting under clause 3(xiii) of the Order is not applicable to the Company.
- xiv (a) In our opinion, the Company has an internal audit system commensurate with the size and nature of its business.
- (b) The reports of the Internal Auditor for the period under audit have been considered by us.
- xv. In our opinion, the Company has not entered into any non-cash transactions with its directors or persons connected with him. Accordingly, the reporting on compliance with the provisions of Section 192 of the Act under clause 3(xv) of the Order is not applicable to the Company.
- xvi. (a) The Company is not required to be registered under Section 45-IA of the Reserve Bank of India Act, 1934. Accordingly, the reporting under clause 3(xvi)(a) of the Order is not applicable to the Company.
- (b) The Company has not conducted non-banking financial / housing finance activities during the year. Accordingly, the reporting under clause 3(xvi)(b) of the Order is not applicable to the Company.
- (c) The Company is not a Core Investment Company (CIC) as defined in the regulations made by the Reserve Bank of India. Accordingly, the reporting under clause 3(xvi)(c) of the Order is not applicable to the Company.
- (d) In our opinion, the Group (as defined in the Core Investment Companies (Reserve Bank) Directions, 2016) has 1 CIC as part of the Group as detailed in Note 33 to the financial statements.
- xvii. The Company has not incurred any cash losses in the financial year or in the immediately preceding financial year.
- xviii. There has been no resignation of the statutory auditors during the year and accordingly the reporting under clause 3(xviii) of the Order is not applicable.
- xix. On the basis of the financial ratios, ageing and expected dates of realisation of financial assets and payment of financial liabilities, other information accompanying the financial statements, our knowledge of the Board of Directors and management plans and based on our examination of the evidence supporting the assumptions, nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report that the Company is not capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date. We, however, state that this is not an assurance as to the future viability of the Company. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date will get discharged by the Company as and when they fall due.



Annexure B to Independent Auditors' Report

Referred to in paragraph 12 of the Independent Auditors' Report of even date to the members of Axles India Limited on the financial statements for the year ended March 31, 2025
Page 5 of 5

- xx. (a) In respect of other than ongoing projects, as at balance sheet date, the Company does not have any amount remaining unspent under Section 135(5) of the Act. Accordingly, reporting under clause 3(xx)(a) of the Order is not applicable.
- (b) The Company has transferred the amount of Corporate Social Responsibility remaining unspent under sub-section (5) of Section 135 of the Act pursuant to ongoing projects to a special account in compliance with the provision of sub-section (6) of Section 135 of the Act. (Also, refer Note 21(b) to the financial statements)
- xxi. As stated in Note 33 to the Financial Statements, the Company does not have subsidiaries or joint ventures or associate companies and does not prepare Consolidated Financial Statements. Accordingly, the reporting under clause 3(xxi) of the Order is not applicable to the Company.

For Price Waterhouse & Co Chartered Accountants LLP

Firm Registration Number: 304026E/E-300009



Arun Kumar R

Partner

Membership Number: 211867

UDIN: 25211867BMOPRJ5425

Place: Chennai

Date: May 9, 2025

Axles India Limited


Balance Sheet as at 31 March 2025

(All amounts in INR Crores, unless otherwise stated)

Particulars	Notes	As at	
		31 March 2025	31 March 2024
ASSETS			
Non-current assets			
Property, plant and equipment	3	57.84	62.50
Capital work-in-progress	3	39.96	7.59
Intangible assets	4	0.38	0.31
Financial assets			
(i) Investments	5(a)	2.01	2.01
(ii) Other financial assets	5(e)	3.87	3.52
Current tax assets (net)	8	-	1.86
Deferred tax assets (net)	14	0.92	0.30
Other non-current assets	6	2.08	10.08
Total non-current assets		107.06	88.17
Current assets			
Inventories	7	178.54	209.83
Financial Assets			
(i) Trade Receivables	5(b)	190.70	202.58
(ii) Cash and cash equivalents	5(d)(i)	29.49	10.28
(iii) Bank balances other than (ii) above	5(d)(ii)	0.28	0.22
(iv) Loans	5(c)	0.63	0.54
Other current assets	9	12.06	7.04
Total current assets		411.70	430.49
Total assets		518.76	518.66
EQUITY AND LIABILITIES			
Equity			
Equity share capital	10(a)	25.49	25.49
Other Equity			
Reserves and surplus	10(b)	282.12	249.53
Other Reserves	10(c)	-	-
Total equity		307.61	275.02
LIABILITIES			
Non-current liabilities			
Financial liabilities			
(i) Borrowings	11(a)	8.59	8.79
Employee benefit obligations	13	0.35	0.27
Other non-current liabilities	15(a)	10.88	8.62
Total non-current liabilities		19.82	17.68
Current Liabilities			
Financial liabilities			
(i) Borrowings	11(b)	41.59	73.67
(ii) Trade payables			
Total outstanding dues of micro and small enterprises	11(c)	7.42	6.46
Total outstanding dues of creditors other than micro and small enterprises	11(c)	110.48	115.46
(iii) Other financial liabilities	11(d)	8.41	7.53
Provisions	12	10.45	11.37
Employee benefit obligations	13	5.69	4.86
Current tax liabilities (net)	8	0.78	-
Other current liabilities	15(b)	6.51	6.61
Total current liabilities		191.33	225.96
Total liabilities		211.15	243.64
Total equity and liabilities		518.76	518.66

The accompanying notes are an integral part of these financial statements.
This is the Balance Sheet referred to in our report of even date.

For Price Waterhouse & Co Chartered Accountants LLP
Firm Registration Number: 304026E/E-300009



Arun Kumar R
Partner
Membership Number: 211867

Place: Chennai
Date: May 9, 2025

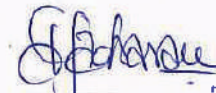
For and on behalf of the Board of Directors
Axles India Limited



S Ram
Chairman
DIN- 00018309


Y Krishnamoorthy
Chief Financial Officer

Place: Chennai
Date: May 9, 2025



V Mahesh
Managing Director
DIN-07548156



C Bharathi
Company Secretary
Membership Number: F9406


Axles India Limited

Statement of profit and loss for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

Particulars	Notes	Year ended 31 March 2025	Year ended 31 March 2024
Revenue from operations	16	841.54	853.88
Other income	17(a)	2.11	0.38
Other gains/(losses)	17(b)	3.13	0.84
Total income		846.78	855.10
EXPENSES			
Cost of materials consumed	18(a)	479.43	575.95
Changes in inventories of work-in-progress and finished goods	18(b)	25.44	(87.10)
Employee benefit expenses	19	88.40	86.73
Depreciation and amortisation expenses	20	11.54	13.40
Other expenses	21	147.95	149.29
Finance costs	22	0.87	1.31
Total expenses		753.63	739.61
Profit before tax		93.15	115.49
Income tax expense / (income)			
- Current Tax	23	25.07	30.33
- Deferred Tax	23	(0.62)	(1.11)
Total tax expense		24.45	29.22
Profit for the year		68.70	86.27
Other comprehensive income			
Items that may be reclassified to profit or loss:			
Net gain/(loss) on cash flow hedges		-	1.22
Income tax relating to above item		-	(0.31)
Items that will not be reclassified to profit or loss:			
Remeasurement of post-employment benefit obligations		(0.59)	(0.45)
Income tax relating to above item		0.15	0.11
Other comprehensive income for the year, net of tax		(0.44)	0.57
Total Comprehensive Income for the year		68.26	86.84
Earnings per equity share:			
Basic and Diluted earnings per share (in INR)	31	26.96	33.85

The accompanying notes are an integral part of these financial statements.
This is the Statement of profit and loss referred to in our report of even date.

For Price Waterhouse & Co Chartered Accountants LLP
Firm Registration Number: 304026E/E-300009


Arun Kumar R
Partner
Membership Number: 211867

For and on behalf of the Board of Directors
Axles India Limited


S Ram
Chairman
DIN- 00018309


V Madhavan
Managing Director
DIN-07548156


Y Krishnamoorthy
Chief Financial Officer


C Bharathi
Company Secretary
Membership Number: F9406

Place: Chennai
Date: May 9, 2025

Place: Chennai
Date: May 9, 2025

Axles India Limited

Statement of Changes in Equity for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

A. Equity Share Capital

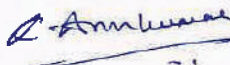
	Notes	
As at 1 April 2023	10(a)	25.49
Changes in equity share capital		-
As at 31 March 2024		25.49
As at 1 April 2024	10(a)	25.49
Changes in equity share capital		-
As at 31 March 2025	10(a)	25.49

B. Other Equity

Particulars	Reserves and Surplus		Other Reserves	Total
	General Reserve	Retained Earnings	Cash flow hedging reserve	
Balance as at 1 April 2023	0.79	185.76	(0.91)	185.64
Profit for the year	-	86.27	-	86.27
Other comprehensive income	-	(0.34)	0.91	0.57
Total comprehensive income for the year	-	85.93	-	86.84
Transactions with owners in their capacity as owners:				
Dividend	-	(22.94)	-	(22.94)
As at 31 March 2024	0.79	248.75	-	249.53
Balance as at 1 April 2024	0.79	248.75	-	249.53
Profit for the year	-	68.70	-	68.70
Other comprehensive income	-	(0.44)	-	(0.44)
Total comprehensive income for the year	-	68.26	-	68.26
Transactions with owners in their capacity as owners:				
Dividend	-	(35.68)	-	(35.68)
As at 31 March 2025	0.79	281.33	-	282.12

The accompanying notes are an integral part of these financial statements.
This is the Statement of changes in equity referred to in our report of even date.

For Price Waterhouse & Co Chartered Accountants LLP
Firm Registration Number: 304026E/E-300009


Arun Kumar R
Partner
Membership Number: 211867

For and on behalf of the Board of Directors
Axles India Limited


S Ram
Chairman
DIN- 00018309


V Madhavan
Managing Director
DIN-07548156


Y Krishnamoorthy
Chief Financial Officer


C Bharathi
Company Secretary
Membership Number: F9406

Place: Chennai
Date: May 9, 2025

Place: Chennai
Date: May 9, 2025

Axles India Limited

Statement of Cash Flows for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

Particulars	Notes	Year ended 31 March 2025	Year ended 31 March 2024
Cash flow from operating activities:			
Profit before tax		93.15	115.49
Adjustments for:			
Interest and other finance cost	22	0.87	1.34
Net exchange differences		0.36	(0.24)
Depreciation and amortisation expense	20	11.54	13.40
Interest income	17(a)	(2.11)	(0.38)
Operating profit before working capital changes		103.81	129.61
Changes in working capital:			
(Increase) / decrease in trade receivables		11.53	12.71
(Increase) / decrease in current and non-current loans		(0.09)	(0.03)
(Increase) / decrease in other financial assets		(0.35)	(1.03)
(Increase) / decrease in current and non-current assets		(5.03)	(4.59)
(Increase) / decrease in inventories		31.29	(86.47)
Increase / (decrease) in trade payables		(3.98)	10.13
Increase / (decrease) in other financial liabilities		1.64	0.54
Increase / (decrease) in provisions		(0.92)	1.99
Increase / (decrease) in employee benefit obligation		0.32	0.52
Increase / (decrease) in other liabilities		2.10	(1.40)
Cash generated from operations		140.32	61.98
Income tax paid	8	(22.28)	(30.20)
Net cash inflow from operating activities		118.04	31.78
Cash flow from investing activities:			
Payments for property, plant and equipment (including capitalised borrowing cost)		(31.95)	(30.46)
Interest received		2.11	0.38
Payment for acquisition of investment		-	(1.51)
Net cash outflow from investing activities		(29.84)	(31.59)
Cash flow from financing activities:			
Proceeds/(Repayment) of short term borrowings (net)		(37.83)	16.46
Proceeds from long term borrowings		7.70	12.21
Repayment of long term borrowings		(2.17)	-
Principal repayments related to lease liabilities		-	(0.05)
Interest paid		(1.01)	(1.30)
Dividends paid to Company's shareholders		(35.68)	(22.94)
Net cash (outflow)/inflow from financing activities		(68.99)	4.38
Net increase in cash and cash equivalents		19.21	4.57
Cash and cash equivalents at the beginning of the year		10.28	5.71
Cash and cash equivalents at the end of the year		29.49	10.28

The accompanying notes are an integral part of these financial statements.
This is the Statement of Cash Flows referred to in our Report of even date

For Price Waterhouse & Co Chartered Accountants LLP
Firm Registration Number: 304026E/E-300009



Arun Kumar R
Partner
Membership Number: 211867

For and on behalf of the Board of Directors
Axles India Limited



S Ram
Chairman
DIN- 00018309



V Madhavan
Managing Director
DIN-07548156



Y Krishnamoorthy
Chief Financial Officer



C Bharathi
Company Secretary
Membership Number: F9406

Place: Chennai
Date: May 9, 2025

Place: Chennai
Date: May 9, 2025

Axles India Limited
Notes to financial statements as at and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

1. Background

Axles India Limited (the 'Company') is engaged in manufacturing of Axle housings to automobile companies. The Company has its manufacturing plants in Sriperumbudur and Cheyyar, Tamil Nadu, India and sells primarily in India and United States. The Company is an unlisted public limited Company.

Basis of preparation

1.1 Compliance with Ind AS

The financial statements comply in all material aspects with the Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 (the Act) [Companies (Indian Accounting Standards) Rules, 2015] and other relevant provisions of the Act.

1.2 Historical cost convention

The financial statements have been prepared on a historical cost basis, except certain financial assets and liabilities (including derivative instruments) measured at fair value and defined benefit plans - plan assets measured at fair value.

1.3.1 New and amended standards adopted by the Company

The Ministry of Corporate Affairs vide notification dated 9 September 2024 and 28 September 2024 notified the Companies (Indian Accounting Standards) Second Amendment Rules, 2024 and Companies (Indian Accounting Standards) Third Amendment Rules, 2024, respectively, which amended/ notified certain accounting standards (see below), and are effective for annual reporting periods beginning on or after 1 April 2024:

- Insurance contracts - Ind AS 117; and
- Lease Liability in Sale and Leaseback – Amendments to Ind AS 116

These amendments did not have any material impact on the amounts recognised in prior periods and are not expected to significantly affect the current or future periods.

2. Critical estimates and judgements

The preparation of financial statements requires the use of accounting estimates which, by definition, will seldom equal the actual results. Management also needs to exercise judgement in applying the Company's accounting policies.

This note provides an overview of the areas that involved a higher degree of judgement or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgements is included in relevant notes together with information about the basis of calculation for each affected line item in the financial statements. In addition, this note also explains where there have been actual adjustments this year as a result of changes to previous estimates.

In particular, information about significant areas of estimation, uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amounts recognised in the financial statements are included in the following notes:

- Note 13: Provision for employee benefits
- Note 12: Provision for warranty

Estimates and judgements are continually evaluated. They are based on historical experience and other factors, including expectations of future events that may have a financial impact on the Company and that are believed to be reasonable under the circumstances.



Axles India Limited

Notes to financial statements as at and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

3. Property, plant and equipment (including Capital Work in progress)

Accounting Policy

Freehold land is carried at historical cost. All other property, plant and equipment is recognised at historical cost less depreciation.

Depreciation methods, estimated useful lives and residual value

Depreciation is calculated using the straight-line method to allocate the cost of the assets, net of their residual values, over their estimated useful lives as follows:

Estimated useful life of assets are as follows which is based on technical evaluation of the useful lives of the assets:

Particulars	Useful life in years	Useful life of the asset as
Buildings	30	30
Plant & Machinery - Electrical installations	10	10
Plant & Machinery - others	15*	15*
Furniture and fixtures	3-10	10
Vehicles	8	8
Computer hardware	3	3

* The useful life disclosed pertains to single shift usage. Where the assets are operated on multiple shifts, the depreciation will be adjusted for shift factor as prescribed under Schedule II of the Companies Act, 2013.

The residual values are not more than 5% of the original cost of the asset.

See Note 35(k) and 35(t) for the accounting policies relevant to property, plant and equipment.

Particulars	Freehold land	Freehold buildings	Furniture and fittings	Plant and machinery	Computers	Vehicles	Total	Capital Work-in-progress
Year ended 31 March 2024								
Gross carrying amount								
Opening gross carrying amount	0.15	15.17	1.66	104.52	0.90	0.13	122.53	0.86
Additions	-	0.54	0.06	15.38	0.67	0.02	16.67	23.40
Disposals / Adjustments	-	-	-	-	-	-	-	(16.67)
Gross carrying amount as at 31 March 2024	0.15	15.71	1.72	119.90	1.57	0.15	139.20	7.59
Accumulated Depreciation								
Opening accumulated depreciation	-	4.86	0.76	57.23	0.51	0.05	63.41	-
Depreciation charge during the year	-	0.69	0.24	12.14	0.21	0.01	13.29	-
Disposals	-	-	-	-	-	-	-	-
Accumulated depreciation as at 31 March 2024	-	5.55	1.00	69.37	0.72	0.06	76.70	-
Net carrying amount as at 31 March 2024	0.15	10.16	0.72	50.53	0.85	0.09	62.50	7.59
Year ended 31 March 2025								
Gross carrying amount								
Opening gross carrying amount	0.15	15.71	1.72	119.90	1.57	0.15	139.20	7.59
Additions	-	1.73	-	4.35	0.17	0.53	6.78	39.32
Disposals / Adjustments	-	-	-	-	-	-	-	(6.95)
Gross carrying amount as at 31 March 2025	0.15	17.44	1.72	124.25	1.74	0.68	145.98	39.96
Accumulated Depreciation								
Opening accumulated depreciation	-	5.55	1.00	69.37	0.72	0.06	76.70	-
Depreciation charge during the year	-	0.72	0.22	10.15	0.29	0.06	11.44	-
Disposals	-	-	-	-	-	-	-	-
Accumulated depreciation as at 31 March 2025	-	6.27	1.22	79.52	1.01	0.12	88.14	-
Net carrying amount as at 31 March 2025	0.15	11.17	0.50	44.73	0.73	0.56	57.84	39.96

Capital work-in-progress

Aging of CWIP as on 31 March 2025

	Amount in Capital work in progress				
	Less than one year	1-2 years	2-3 years	More than 3 years	Total
Project in Progress	38.05	1.91	-	-	39.96

Aging of CWIP as on 31 March 2024

	Amount in Capital work in progress				
	Less than one year	1-2 years	2-3 years	More than 3 years	Total
Project in Progress	7.57	0.02	-	-	7.59

3(a). Property, plant and equipment

(i) Property, Plant and equipment pledged as security

Refer note 11(a) and 11(b) for information on property, plant and equipment pledged as security by the Company

(ii) Contractual obligations

Refer note 30 for disclosure of contractual commitments for the acquisition of property, plant and equipment.

(iii) Capital work-in-progress

Capital work-in-progress mainly comprises of Jamshedpur plant, which is yet to be capitalised. There are no projects in progress which have experienced cost overrun as at the balance sheet date. The Jamshedpur plant project amounting to INR 37.80 which is expected to be completed within a year.



Axles India Limited

Notes to financial statements as at and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

4. Intangible assets

Accounting policy

Intangible assets are stated at cost of acquisition or construction less accumulated depreciation less accumulated impairment, if any.

Amortisation and estimated useful lives

Intangible assets with a finite useful life using the straight-line method over the contractual period of license or 5 year period whichever is less.

See Note 35(t) for the accounting policies relevant to Intangible assets

Particulars	Computer Software - Acquired
Year ended 31 March 2024	
Gross carrying amount	
Opening gross carrying amount	1.47
Additions	0.03
Gross carrying amount as at 31 March 2024	1.50
Accumulated Amortisation	
Opening accumulated depreciation	1.09
Amortisation charge for the year	0.10
Accumulated amortisation as at 31 March 2024	1.19
Net carrying amount	0.31
Year ended 31 March 2025	
Gross carrying amount	
Opening gross carrying amount	1.50
Additions	0.17
Gross carrying amount as at 31 March 25	1.67
Accumulated Amortisation	
Opening accumulated depreciation	1.19
Amortisation charge for the year	0.10
Accumulated amortisation as at 31 March 2025	1.29
Net carrying amount	0.38



Axles India Limited

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5. Financial assets

Accounting policy

(i) Classification of financial assets at amortised cost

The Company classifies its financial assets at amortised cost only if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cash flows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest

Financial assets classified at amortised cost comprise trade receivables, loans, Security Deposits and bonds.

(ii). Financial assets at Fair Value through Other Comprehensive Income (FVOCI)

Financial assets at fair value through other comprehensive income (FVOCI) comprise:

- Equity securities (listed and unlisted) which are not held for trading, and for which the Company has irrevocably elected at initial recognition to recognise changes in fair value through OCI rather than profit or loss.
- Debt securities where the contractual cash flows are solely principal and interest and the objective of the Company's business model is achieved both by collecting contractual cash flows and selling financial assets. There are currently no assets classified as FVOCI.

(iii) Classification of financial assets at fair value through profit or loss

The Company classifies the following financial assets at fair value through profit or loss (FVPL):

- Debt investments (bonds, debentures and mutual funds) that do not qualify for measurement at either amortised cost or FVOCI,

- Equity investments that are held for trading, and

- Equity investments for which the entity has not elected to recognise fair value gains and losses through OCI.

See Note 35(i) for the accounting policies relevant to Financial assets

Derivatives

Derivatives are only used for economic hedging purposes and not as speculative investments. However, where derivatives do not meet the hedge accounting criteria, they are classified as 'held for trading' for accounting purposes and are accounted for at FVPL. They are presented as current assets or liabilities to the extent they are expected to be settled within 12 months after the end of the reporting period.

The Company's accounting policy for its cash flow hedges is set out in note 35(i). Further information about the derivatives used by the Company is provided in note 25(D)

5(a) Non-current investments

Particulars	As at	
	31 March 2025	31 March 2024
Investments in equity instruments (measured at fair value)		
Unquoted, fully paid		
Dalvaipuram Renewables Private Limited		
1,513,983 Equity shares face value of INR 10/- each	1.51	1.51
Investments in bonds (measured at amortised cost)		
500 units of NHAI bonds at face value of INR 10,000 (5% interest p.a)	0.50	0.50
Total	2.01	2.01
Total non-current investments	2.01	2.01
Aggregate amount of quoted investments	-	-
Aggregate market value of quoted investments	-	-
Aggregate amount of unquoted investments	2.01	2.01
Aggregate amount of impairment in the value of investments	-	-

5(b) Trade receivables

Accounting policy

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business and reflects Company's unconditional right to consideration (that is, payment is due only on the passage of time). Trade receivables are recognised initially at the transaction price as they do not contain significant financing components. The Company holds the trade receivables with the objective of collecting the contractual cash flows and therefore measures them subsequently at amortised cost using the effective interest method, less loss allowance. For trade receivables and contract assets, the Company applies the simplified approach required by Ind AS 109, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

See Note 35(g) for the accounting policies relevant to Trade receivable

Particulars	As at	
	31 March 2025	31 March 2024
Trade receivables	190.70	202.58
Total receivables	190.70	202.58
Current portion	190.70	202.58
Non-current portion	-	-



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Break-up of security details

Particulars	As at	
	31 March 2025	31 March 2024
Trade receivables considered good - Secured	-	-
Trade receivables considered good - Unsecured	190.70	202.58
Trade receivables which have significant increase in credit risk	-	-
Trade receivables credit impaired	-	-
Total trade receivables	190.70	202.58

Refer Note 28 for receivables from related parties.

Transferred receivables

The carrying amounts of the trade receivables includes INR 35.75 (31 March 2024: INR 22.04) those which are subject to bills discounting arrangement. Under this arrangement, the Company has transferred the relevant receivables under bills discounting facility in exchange for cash and is prevented from selling or pledging the receivables. However, the Company has retained late payment and credit risk. The Company therefore continues to recognise the transferred assets in their entirety in its balance sheet. The amount repayable under this agreement is presented as borrowing. Refer note 11(b).

Aging of trade receivables as at 31 March 2025

	Outstanding for following periods from the due date					Total
	Unbilled	Not due	Less than 6 months	6 months to 1 year	More than 1 year	
Undisputed trade receivables						
considered good	-	178.16	12.54	-	-	190.70
which have significant increase in credit risk	-	-	-	-	-	-
credit impaired	-	-	-	-	-	-
Disputed trade receivables						
considered good	-	-	-	-	-	-
which have significant increase in credit risk	-	-	-	-	-	-
credit impaired	-	-	-	-	-	-
Total	-	178.16	12.54	-	-	190.70

Aging of trade receivables as at 31 March 2024

	Outstanding for following periods from the due date					Total
	Unbilled	Not due	Less than 6 months	6 months to 1 year	More than 1 year	
Undisputed trade receivables						
considered good	-	181.43	20.98	0.17	-	202.58
which have significant increase in credit risk	-	-	-	-	-	-
credit impaired	-	-	-	-	-	-
Disputed trade receivables						
considered good	-	-	-	-	-	-
which have significant increase in credit risk	-	-	-	-	-	-
credit impaired	-	-	-	-	-	-
Total	-	181.43	20.98	0.17	-	202.58

5(c) Loans - current

Particulars	As at	
	31 March 2025	31 March 2024
Unsecured, considered good		
Loan to employees	0.63	0.54
Total loans	0.63	0.54

5(d)(i) Cash and cash equivalents

Particulars	As at	
	31 March 2025	31 March 2024
Cash on hand	-	-
Balances with banks		
- in current accounts	29.49	10.28
Total cash and cash equivalents	29.49	10.28

There are no repatriation restrictions with regard to cash and cash equivalents as at the end of the reporting period and prior period.

* The amounts are below the rounding off threshold adopted by the Company.



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5(d)(ii) Bank balances other than above

Particulars	As at	
	31 March 2025	31 March 2024
Other bank balances		
- Earmarked funds - unpaid dividend accounts (Refer note 15(b))	0.28	0.22
Total bank balances other than above	0.28	0.22

5(e) Other financial assets

Particulars	As at 31 March 2025		As at 31 March 2024	
	Current	Non-current	Current	Non-current
Security deposits	-	3.87	-	3.52
Total other financial assets	-	3.87	-	3.52

6. Other non-current assets

Particulars	As at	
	31 March 2025	31 March 2024
Advance for capital goods	2.08	10.08
Total other non-current assets	2.08	10.08

7. Inventories (net of provisions)

Accounting Policy

The costs of individual items of inventory are determined on a weighted average basis. Volume rebates or discounts are taken into account when estimating the cost of inventory if it is probable that they have been earned and will take effect. See note 35(h) for the Company's other accounting policies for inventories

Particulars	As at	
	31 March 2025	31 March 2024
Raw materials and components	54.91	62.91
Work-in-progress	13.75	11.70
Tools (including in progress)	12.11	9.54
Finished goods*	93.05	120.54
Stores and spares	3.90	4.15
Loose tools	0.82	0.99
Total inventories	178.54	209.83

Write-downs of inventories to net realisable value amounted to INR 0.13 (31 March 2024 - INR 0.26) and provision for slow moving inventory amounted to INR 0.24 (31 March 2024 - 0.64). These were recognised as an expense during the year and included in 'changes in value of inventories of work-in-progress, stock-in-trade and finished goods' and 'cost of materials consumed' in statement of profit and loss.

* Includes goods in transit amounting to INR 24.38 (31 March 2024 - INR 34.15)

8. Current Tax assets (net of provision)

Particulars	As at	
	31 March 2025	31 March 2024
Opening Balance	-	1.88
Add: Tax paid / (refund) during the year	-	30.20
Less: Tax payable during the year	-	(30.22)
Closing Balance *	-	1.86

* Net of provision for Income Tax INR Nil (31 March 2024: INR 129.47).

Current Tax liabilities (net of advance tax)

Particulars	As at	
	31 March 2025	31 March 2024
Opening Balance (Asset position)	(1.86)	-
Add: (Tax paid) / refund during the year	(22.28)	-
Less: Tax payable during the year	24.92	-
Closing Balance *	0.78	-

* Net of advance income tax INR 96.39.

9. Other current assets

Particulars	As at	
	31 March 2025	31 March 2024
Advance to vendors	0.79	1.08
Prepaid expenses	0.27	0.40
Other receivables including balance with government authorities	11.00	5.56
Total other current assets	12.06	7.04



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10(a) Equity share capital

Particulars	Number of shares (in numbers)	Amount
Authorised Equity Share Capital		
As at 1 April 2023	26,000,000	26.00
Increase during the year	-	-
As at 31 March 2024	26,000,000	26.00
Increase during the year	-	-
As at 31 March 2025	26,000,000	26.00

(f) Movements in equity share capital (Subscribed and paid up)*

Particulars	Number of shares (in numbers)	Amount
As at 1 April 2023	25,490,646	25.49
Increase during the year	-	-
As at 31 March 2024	25,490,646	25.49
Increase during the year	-	-
As at 31 March 2025	25,490,646	25.49

* Includes 6,236 (31 March 2024 - 6,236) forfeited shares on which amount paid up amounts to INR 0.01 (31 March 2024 - INR 0.01)

Terms and rights attached to equity shares

The Company has only one class of equity shares having a par value of INR 10 per share. Each shareholder is eligible for one vote, either in person or by proxy, per share held. The dividend proposed by the board of directors is subject to the approval of shareholders in ensuing Annual General Meeting, except in case of interim dividend. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all the preferential amounts, in proportion to their shareholding.

(ii) Details of shareholders holding more than 5% shares in the Company

Particulars	As at 31 March 2025		As at 31 March 2024	
	Number of shares	% holding	Number of shares	% holding
Sundaram Finance Holdings Limited	9,891,754	38.81%	9,891,754	38.81%
Wheels India Limited	2,424,661	9.51%	2,424,661	9.51%
Dana Global Products Inc.,	12,316,415	48.32%	12,316,415	48.32%

(iii) Details of shareholding of promoters

Name of the Company	As at 31 March 2025			As at 31 March 2024		
	Number of shares	% of total number of shares	% of change during the year	Number of shares	% of total number of shares	% of change during the year
Sundaram Finance Holdings Limited	9,891,754	38.81%	-	9,891,754	38.81%	-
Wheels India Limited	2,424,661	9.51%	-	2,424,661	9.51%	-
Dana Global Products Inc.,	12,316,415	48.32%	-	12,316,415	48.32%	-

Also Refer Note 34 for change in shareholding subsequent to March 31, 2025.



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10(b). Reserves and surplus

Particulars	As at 31 March 2025	As at 31 March 2024
General Reserve	0.79	0.79
Retained Earnings	281.33	248.75
Total reserves and surplus	282.12	249.53

(i) General reserve

Particulars	As at 31 March 2025	As at 31 March 2024
Opening balance	0.79	0.79
Appropriations during the year	-	-
Closing balance	0.79	0.79

(ii) Retained earnings

Particulars	As at 31 March 2025	As at 31 March 2024
Opening balance	248.75	185.76
Profit for the year	68.70	86.27
Other Comprehensive income arising from the remeasurement of defined benefit obligation (net of tax)	(0.44)	(0.34)
Dividend	(35.68)	(22.94)
Closing balance	281.33	248.75

10(c) Other Reserves

Particulars	As at 31 March 2025	As at 31 March 2024
Cash flow hedging reserve		
Opening balance	-	(0.91)
Change in fair value of hedging instruments	-	0.00
Deferred tax	-	0.00
Reclassification to profit or loss	-	1.22
Deferred tax	-	(0.31)
Closing balance	-	-

Nature and purpose of reserves

Retained earnings

Represents accumulated profits after distribution of dividend. These reserves are available for distribution.

General Reserve

The general reserve is a free reserve, retained from Company's profits and can be utilized upon fulfilling certain conditions in accordance with the Companies Act.

Cash flow hedging reserve

The cash flow hedging reserve is used to recognise the effective portion of gains or losses on derivatives that are designated and qualify as cash flow hedges, as described in note 25(D).

11(a). Non-current borrowings

Particulars	Maturity date	Terms of repayment	Coupon / Interest rate	As at 31 March 2025	As at 31 March 2024
Secured					
Term Loans					
From a Bank	31 Aug 2027	Quarterly Repayment after one year moratorium from the date of first drawal	3 Months MCLR	14.43	12.39
Total non-current borrowings				14.43	12.39
Less: current maturity of long-term debt (included in note no.11(b))				5.73	3.51
Less: interest accrued (included in note no.11(b))				0.11	0.09
Non-current borrowings (as per balance sheet)				8.59	8.79

Non-current borrowings are secured by a first charge on Plant and machinery of the Company.



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11(b). Current borrowings

Particulars	Maturity date	Terms of repayment	Coupon / Interest rate	As at 31 March 2025	As at 31 March 2024
Loan repayable on demand					
Secured					
<i>From Banks</i>					
Packing credit in Indian Rupee	175 days from disbursement date	Payable on maturity	5.86% - 6.29%	-	48.03
Unsecured					
<i>From Banks</i>					
Bills discounted with Banks	2 months from invoice date	Payable on maturity	NA	35.75	22.04
Current maturities of long term borrowings*				5.84	3.60
Total current borrowings				41.59	73.67

The current borrowings are secured by a first charge on current assets of the Company and second charge on Plant and machinery of the Company.

* Includes interest accrued on long-term borrowing amounting to INR 0.11 (March 31, 2024: INR 0.09)

Net Debt reconciliation

This section sets out an analysis of net debt and the movements in net debt for each of the periods presented.

Particulars	As at 31 March 2025	As at 31 March 2024
Cash and cash equivalents	29.49	10.28
Non-current borrowings	(8.59)	(8.79)
Current borrowing	(41.59)	(73.67)
Lease liabilities	-	-
Net Debt	(20.69)	(72.18)

Particulars	Other assets		Liabilities from financing activities			Total
	Cash and cash equivalents	Current borrowings	Non-current borrowings	Lease liabilities		
Net debt as at 1 April 2023	5.71	(53.61)	(0.09)	(0.05)		(48.04)
Cash flows	4.57	(15.16)	(12.61)	0.05		(23.15)
Interest expense*	-	(1.30)	0.31	-		(0.99)
Reclassifications	-	(3.60)	3.60	-		-
Net debt as at 31 March 2024	10.28	(73.67)	(8.79)	-		(72.18)
Cash flows	19.21	39.36	(5.53)	-		53.04
Interest expense*	-	(1.55)	-	-		(1.55)
Reclassifications	-	(5.73)	5.73	-		-
Net debt as at 31 March 2025	29.49	(41.59)	(8.59)	-		(20.68)

*For current borrowings, interest expense does not include accrued interest movement disclosed under other financial liability.



Axles India Limited

Notes to financial statements as at and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

11(c). Trade Payables

Particulars	As at 31 March 2025	As at 31 March 2024
Current		
(a) Total outstanding dues to micro enterprises and small enterprises (Refer note 32) and	7.42	6.46
(b) Total outstanding dues of creditors other than micro enterprises and small enterprises	110.48	115.46
Total trade payables	117.90	121.92

Aging of trade payables as at 31 March 2025	Outstanding for following periods from the due date					Total
	Unbilled	Not due	Less than one year	1 to 2 years	More than 2 years	
Undisputed trade payables						
Micro and small enterprises	-	7.42	-	-	-	7.42
Other than micro and small enterprises	-	110.48	-	-	-	110.48
Disputed trade payables						
Micro and small enterprises	-	-	-	-	-	-
Other than micro and small enterprises	-	-	-	-	-	-
Total	-	117.90	-	-	-	117.90

Aging of trade payables as at 31 March 2024	Outstanding for following periods from the due date					Total
	Unbilled	Not due	Less than one year	1 to 2 years	More than 2 years	
Undisputed trade payables						
Micro and small enterprises	-	6.46	-	-	-	6.46
Other than micro and small enterprises	-	115.46	-	-	-	115.46
Disputed trade payables						
Micro and small enterprises	-	-	-	-	-	-
Other than micro and small enterprises	-	-	-	-	-	-
Total	-	121.92	-	-	-	121.92

11(d). Other financial liabilities - Current

	As at 31 March 2025	As at 31 March 2024
Interest accrued and due on borrowings	-	0.14
Capital creditors	1.31	1.75
Due to director	0.60	0.58
Due to employees	6.70	4.61
Other payables	-	0.45
Total other financial liabilities	8.41	7.53

12. Provisions - Current

	As at 31 March 2025	As at 31 March 2024
Provision for warranty	10.45	11.37
Total Provisions	10.45	11.37

Information about individual provisions and significant estimates

Provision for Warranty

Provision is made for estimated warranty claims in respect of products sold which are still under warranty at the end of the reporting period. These claims are expected to be settled over the warranty period which ranges upto 48 months. However, since the Company does not have an unconditional right to defer the settlement for atleast twelve months after the reporting period, these have been presented under current liability. Management estimates the provision based on historical warranty claim information and any recent trends that may suggest future claims could differ from historical amounts.

(i) Movements in provisions

Movements in warranty provision during the financial year, are set out below

Particulars	Warranty
As at 1 April 2023	9.19
Charged to profit or loss	
- additional provision recognised	4.14
Amount used during the year	(0.28)
Amount reversed during the year (credited to profit or loss)	(1.65)
As at 31 March 2024	11.37
As at 1 April 2024	11.37
Charged to profit or loss	
- additional provision recognised	4.07
Amount used during the year	(4.99)
Amount reversed during the year (credited to profit or loss)	-
As at 31 March 2025	10.45



13. Employee benefit obligations

	As at 31 March 2025			As at 31 March 2024		
	Current	Non-Current	Total	Current	Non-Current	Total
Leave obligations	4.60	-	4.60	3.91	-	3.91
Gratuity	1.99	0.35	2.34	0.95	0.27	1.22
Total employee benefit obligations	6.59	0.35	6.94	4.86	0.27	5.13

(i) Leave obligations

The leave obligations cover the Company's liability for earned leave.

The entire amount of the provision of INR 4.60 (31 March 2024 - INR 3.91) is presented as current, since the Company does not have an unconditional right to defer settlement for any of these obligations. However, based on past experience, the Company does not expect all employees to avail the full amount of accrued leave or require payment for such leave within the next 12 months.

	As at 31 March 2025	As at 31 March 2024
Leave obligations not expected to be settled within the next 12 months	3.61	3.13

1. Post employment benefit obligations

(i) Defined benefit plans

Gratuity

The Company provides for gratuity for employees in India as per the Payment of Gratuity Act, 1972. Employees who are in continuous service for a period of 5 years are eligible for gratuity. The amount of gratuity payable on retirement/termination is the employee's last drawn basic salary per month computed proportionately for 15 days salary multiplied for the number of years of service. The gratuity plan is a funded plan and the Company makes contribution to recognised fund in India.

(ii) Defined contribution plans

The Company also has certain defined contribution plans. Contributions are made to provident fund in India for employees at the rate of 12% basic salary as per the regulations. The contributions are made to registered provident fund administered by the government. The obligation of the Company is limited to the amount and it has no further contractual nor any constructive obligation. The Company also operates a Superannuation fund for certain employees. The expense recognised during the period towards defined contribution plan is INR 3.08 (31 March 2024 INR 3.05).

(a) Reconciliation of defined benefit plan

The amounts recognised in the balance sheet and the movements in the net defined benefit obligation over the year are as follows:

Particulars	Present value of obligation	Fair value of plan assets	Net amount
1 April 2023	12.35	(11.49)	0.86
Current service cost	0.77	-	0.77
Interest expense / (income)	0.88	(0.85)	0.03
Total amount recognised in profit or loss	1.65	(0.85)	0.80
Re measurements			
Actuarial (gain) / losses	0.45	-	0.45
Total amount recognised in other comprehensive income	0.45	-	0.45
Employer contributions/premium paid	-	(0.89)	(0.89)
Benefits payment	(0.42)	0.42	-
31 March 2024	14.03	(12.81)	1.22

Particulars	Present value of obligation	Fair value of plan assets	Net amount
1 April 2024	14.03	(12.81)	1.22
Current service cost	0.87	-	0.87
Interest expense / (income)	0.98	(0.94)	0.04
Total amount recognised in profit or loss	1.85	(0.94)	0.91
Re measurements			
Actuarial (gain) / losses	0.59	-	0.59
Total amount recognised in other comprehensive income	0.59	-	0.59
Employer contributions/premium paid	-	(1.28)	(1.28)
Benefits payment	(1.02)	1.02	-
31 March 2025	15.45	(14.03)	1.44



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Major category of Plan Assets as a % of total Plan Assets

Particulars	31 March 2025	31 March 2024
Fund managed by LIC	100%	100%

The net liability disclosed above relates to funded plans are as follows:

Particulars	31 March 2025	31 March 2024
Present value of funded obligations	15.45	14.03
Fair value of plan assets	(14.01)	(12.81)
Deficit of gratuity plan	1.44	1.22

The significant actuarial assumptions were as follows

	31 March 2025	31 March 2024
Discount rate	6.92%	7.26%
Expected return on plan assets	7.26%	7.53%
Salary growth rate	5.75%	5.50%
Attrition rate	5.00%	5.00%

Sensitivity analysis

The sensitivity of the defined benefit obligation to changes in the weighted principal assumption is:

Particulars	Change in assumption	Impact on defined benefit obligation			
		Increase in assumption		Decrease in assumption	
		31 March 2025		31 March 2025	
Discount rate	100 base points	Decrease by	6.13%	Increase by	6.87%
Salary growth rate	100 base points	Increase by	6.60%	Decrease by	5.99%
Attrition rate	100 base points	Increase by	0.14%	Decrease by	0.15%

Particulars	Change in assumption	Impact on defined benefit obligation			
		Increase in assumption		Decrease in assumption	
		31 March 2024		31 March 2024	
Discount rate	100 base points	Decrease by	6.16%	Increase by	6.90%
Salary growth rate	100 base points	Increase by	6.64%	Decrease by	6.03%
Attrition rate	100 base points	Increase by	0.39%	Decrease by	0.42%

Expected contributions to post-employment benefit plans for the year ending 31 March 2026 are INR 1.09

The weighted average duration of the defined benefit obligation is 10.60 years (31 March 2024: 10.41 years).

Maturity analysis of undiscounted gratuity is as follows:

Particulars	31 March 2025	31 March 2024
Within next 12 months (next annual reporting period)	1.59	1.40
Between 2 to 5 years	5.38	5.00
Beyond 5 years	19.43	18.41
Total	26.40	24.81

Risk exposure

Through its defined benefit plans the Company is exposed to a number of risks, the most significant of which are detailed below:

Asset volatility

The plan liabilities are calculated using a discount rate set with reference to bond yields; if plan assets underperform this yield, this will create a deficit.

Change in bond yields

A decrease in bond yields will create plan liabilities although this will be partially offset by an increase in the value of plan's bond holdings



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14. Deferred tax Asset (Net)

The balance comprises temporary differences attributable to:

Particulars	As at	
	31 March 2025	31 March 2024
Property, Plant and equipment and Intangibles - Depreciation	(0.32)	(0.78)
Others - expenses to be allowed on payment basis as per the provisions of Income Tax Act, 1961	1.24	1.08
Total Deferred Tax Assets (net)	0.92	0.30

Movement in deferred tax assets

Particulars	Mark to Market (MTM) on Forward contracts	Property, Plant and equipment and Intangibles	Other Items
As at 1 April 2023	0.31	(1.78)	0.97
Charged	-	1.00	0.11
-to profit or loss	-	-	-
-to other comprehensive income	(0.31)	-	-
As at 31 March 2024	-	(0.78)	1.08
Charged	-	0.46	0.15
-to profit or loss	-	-	-
-to other comprehensive income	-	-	-
As at 31 March 2025	-	(0.32)	1.24

15 (a). Other non-current liabilities

Particulars	As at	
	31 March 2025	31 March 2024
Deferred revenue (Refer note 16.3)	10.88	8.62
Total other non-current liabilities	10.88	8.62

15(b). Other current liabilities

Particulars	As at	
	31 March 2025	31 March 2024
Deferred revenue (Refer note 16.3)	2.00	2.00
Liability towards CSR (Refer note 21(b))	1.19	0.45
Unclaimed dividend *	0.28	0.22
Statutory dues	1.54	1.56
Trade deposits	0.13	0.15
Advance from customers	1.37	2.22
Total other current liabilities	6.51	6.61

* There is no amount which has fallen due as at Balance sheet date to be credited to Investor Education and Protection Fund. The unclaimed dividend portion is kept separately in earmarked bank accounts. Refer note 5(d)(ii).



Axles India Limited

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(All amounts in INR Crores, unless otherwise stated)

16. Revenue from operations

Revenue is recognised when the performance obligations are satisfied and the control of the product is transferred, being when the goods are delivered as per the relevant terms of the contract at which point in time the Company has a right to payment for the asset, customer has possession and legal title of the asset, customer bears significant risk and rewards of ownership and the customer has accepted the asset or the Company has objective evidence that all criteria for acceptance have been satisfied.

Payment for the sale is made as per the credit terms in the agreements with the customers. The credit period is generally short term, thus there is no significant financing component.

The Company's contracts with customers does not provide for any right to returns, refunds or similar obligations. The Company's obligation to repair or replace faulty products under standard warranty terms is recognised as a provision, see note 12.

The Company's contracts with customers also contain an element of variable consideration for increase/ decrease in input costs and also provide for volume/ value based rebates. Revenue from these sales is recognised based on the price specified in the contract duly adjusted for the said variable considerations. Accumulated experience is used to estimate and provide for the above variable consideration, using the expected value method, and revenue is only recognised to the extent that it is highly probable that a significant reversal will not occur.

The Company also sells tools to its customers that are to be used in the manufacturing of Axle housings. The Company has assessed that the sale of such tools do not constitute a distinct good (since the customer will not be able to derive the benefit from the tool on its own or together with other readily available resources) and the tool is used to customise the production of axle housing which is also promised within the contract. Consequently, the Company recognises revenue on such tools over the period of transfer of the axle housings produced using the tool. The amounts invoiced to customers pertaining to such tools are recognised as contract liabilities and amortised over the period of transfer of control of the individual axle housing. The tools so produced are reflected within inventory and amortised over the period of transfer of control of the individual axle housing.

Income from service

Revenue is recognised on a time proportionate basis in the accounting period in which the services are rendered as the customer simultaneously receives and consumes the benefits as the obligations are performed. Payment for the services provided are received as per the credit terms as agreed with the customers. The credit period is generally short term, and thus there is no significant financing component.

Particulars	Year ended	Year ended
	31 March 2025	31 March 2024
Sale of products	793.00	793.77
Sale of services	3.17	4.95
Other operating revenue (Refer note 16.6)	45.37	55.16
Total revenue	841.54	853.88

16.1 Disaggregated revenue

Revenue from contracts with customers are disaggregated into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. The Company identifies the product lines, amongst others to indicate the factors as mentioned above. The details of revenue from contracts with customers on the basis of various product lines are as under :

Particulars	Year ended	Year ended
	31 March 2025	31 March 2024
A. Type of goods or service		
1. Sale of products	793.00	793.77
2. Sales of services	3.17	4.95
3. Other operating revenue	45.37	55.16
B. Timing of recognition of revenue		
1. At a point in time	835.57	845.62
2. Over time	5.97	8.26

16.2 The operations of the Company relate to only one segment viz., automotive components and tools. Thus, the information on the relationship between disaggregated revenue under Ind AS 115 and for reportable segment under Ind AS 108 is not required. Refer note 27(b) for entity wide disclosures.

16.3 Reconciliation of contracts with customers

The following schedule gives the movement of contract liabilities for the reporting period.

Particulars	Year ended	Year ended
	31 March 2025	31 March 2024
Contract liabilities at the beginning of the period	10.62	11.58
Add / (Less) :		
Consideration received during the year as advance	5.06	2.35
Revenue recognized from contract liability	(2.80)	(3.31)
Contract liabilities at the end of the period	12.88	10.62



Axles India Limited

Notes to financial statements as at and for the year ended 31 March 2025
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16.4 Transaction price allocated to the remaining performance obligations

The aggregate amount of revenue not recognised as at March 31, 2025 pertaining to above contracts are as set out in Note 16.3 above. The Company expects to recognise the revenue over a period ranging upto 5 years.

The Company's other contracts with customers are short term contracts with performance obligations that has an original expected duration of one year or less. Therefore, taking the practical expedient, the details on transaction price allocated to the remaining performance obligations are not disclosed in relation to the said contracts.

16.5 Reconciliation of revenue with contract price

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Contract price	785.53	803.60
Adjustments:		
Sales Price adjustments (net) and rebates	10.64	(4.88)
Revenue from operations as per Statement of Profit and Loss (excluding other operating income)	796.17	798.72

16.6 Other operating revenue

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Scrap sales	36.83	43.47
Income from export incentives	5.74	8.38
Sale of tools	2.80	3.31
Total other operating revenue	45.37	55.16



Axles India Limited

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(All amounts in INR Crores, unless otherwise stated)

17. Other income and other gains/(losses)

(a) Other income

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Interest income on bank deposits	2.04	0.34
Interest income on advances	0.01	0.01
Interest income on bonds	0.06	0.03
Total other income	2.11	0.38

(b) Other gains/(losses)

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Net gain on disposal of property, plant and equipment	-	-
Net foreign exchange gain	3.13	0.84
Total other gains/(losses)	3.13	0.84

* The amounts are below the rounding off threshold adopted by the Company.

18(a). Cost of materials consumed

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Raw materials at the beginning of the year	62.91	65.49
Add: Purchases	471.43	573.37
Less: Raw materials at the end of the year	54.91	62.91
Total cost of material consumed	479.43	575.95

18(b). Changes in inventories of Work-in-progress and Finished Goods

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Opening Balance		
Work-in-progress	11.70	12.18
Finished goods	120.54	32.96
Total opening balance	132.24	45.14
Closing balance		
Work-in-progress	13.75	11.70
Finished goods	93.05	120.54
Total closing balance	106.80	132.24
Total changes in inventories of work-in-progress and finished goods	25.44	(87.10)

19. Employee benefit expenses

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Salaries, wages and bonus	77.73	75.57
Contribution to provident fund and other funds	3.29	3.18
Gratuity (refer note 13)	0.91	0.80
Staff welfare expenses	6.47	7.18
Total employee benefit expenses	88.40	86.73

20. Depreciation and amortisation expense

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Depreciation of Property, plant and equipment	11.44	13.29
Amortisation of right-of-use assets	-	0.01
Amortisation of Intangible assets	0.10	0.10
Total depreciation and amortisation expense	11.54	13.40



Axles India Limited

Notes to financial statements as at and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

21. Other expenses

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Consumption of stores, spares and tools	21.94	23.20
Power and fuel	20.97	22.91
Rent including lease rentals *	8.05	5.80
Rates and taxes excluding tax on income	0.68	0.47
Repairs		
Building	3.30	4.89
Plant & machinery	11.13	12.90
Others	0.78	1.19
Insurance	1.06	0.84
Packing and carriage outwards	62.04	63.61
Directors' sitting fees	0.09	0.09
Payments to auditors (refer note 21(a) below)	0.36	0.36
Expenditure on Corporate Social Responsibilities (Refer note 21(b) below)	1.54	0.80
Miscellaneous expenses	16.01	12.23
Total other expenses	147.95	149.29

* The rental expense pertains to leases with low value and short term leases.

Note 21(a): Details of payments to auditors

Payment to auditors

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
As auditor:		
Audit fee	0.30	0.30
Other services	0.05	0.05
Reimbursement of expenses	0.01	0.01
Total payments to auditors	0.36	0.36

21(b): Corporate Social Responsibility expenditure

Disclosures in relation to corporate social responsibility expenditure

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Contribution to Single Teachers School	-	0.10
Contribution to Government School Jamshedpur	0.05	-
Cancer Institute, Adyar, Chennai	-	0.25
Contribution to Khadi & Village Industries Trust, Gandhigram	0.25	-
Sriperumbudur Town Panchayat - Battery Vehicle	0.05	-
Accrual towards unspent obligations in relation to:		
Ongoing Project*	1.19	0.45
Other than ongoing Projects	-	-
Total	1.54	0.80
Amount required to be spent as per Section 135 of the Act	1.54	0.79
Amount spent during the year on:		
Construction/ acquisition of an asset	-	-
On Purposes other than above	0.35	0.35

* The Company has transferred obligation towards unspent CSR in relation to ongoing projects to a separate bank account within 30 days from the end of the respective financial year.

22. Finance costs

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Interest expense	2.42	1.83
Less: Amount capitalised*	(1.55)	(0.49)
Total finance cost	0.87	1.34

* The amount capitalised pertains to specific borrowing for the construction of plant in Jamshedpur.

23. Income tax expense

Particulars	Year ended 31 March 2025	Year ended 31 March 2024
Current tax on profits for the year	25.07	30.33
Decrease in deferred tax liabilities	(0.62)	(1.11)
Total income tax expenses	24.45	29.22

(a) Reconciliation of tax expense and the accounting profit multiplied by India's tax rate:

Profit before income tax expenses	93.45	115.49
Tax at the Indian tax rate of 25.17% (Previous year 25.17%)	23.45	29.07
Tax effects of amounts which are not deductible (taxable) in calculating taxable income:		
- Corporate social responsibility expenditure	0.39	0.20
- Other items	0.61	(0.04)
Income tax expenses	24.45	29.22



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Notes to financial statements as at and for the year ended 31 March 2025

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24. Fair value measurements

Financial instruments by category and hierarchy

	Hierarchy	31 March 2025			31 March 2024		
		FVPL	FVOCI	Amortised Cost	FVPL	FVOCI	Amortised Cost
Financial Assets							
Loans	Level 3	-	-	0.63	-	-	0.54
Investments	Level 2/Level 3	1.51	-	0.50	1.51	-	0.50
Trade receivables	Level 3	-	-	190.70	-	-	202.58
Cash and cash equivalents		-	-	29.49	-	-	10.28
Bank balances other than above		-	-	0.28	-	-	0.22
Other financial assets	Level 2/Level 3	-	-	3.87	-	-	3.52
Total		1.51	-	225.47	1.51	-	217.65
Financial Liabilities							
Borrowings	Level 2	-	-	50.18	-	-	82.46
Trade payables	Level 3	-	-	117.90	-	-	121.92
Other financial liabilities	Level 2/Level 3	-	-	8.41	-	-	7.53
Total		-	-	176.49	-	-	211.91

(i) Fair value hierarchy

Level 1: Level 1 hierarchy includes financial instruments measured using quoted prices. This includes listed equity instruments. The fair value of equity instrument which are traded in the stock exchanges is valued using the closing price as at the reporting period.

Level 2: The fair value of financial instruments that are not traded in an active market (for example forward contracts) is determined using valuation techniques which maximise the use of observable market data and rely as little as possible on entity-specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3.

(ii) Valuation technique used to determine fair value

Derivative instruments are at values determined by counter parties / banks using the market observable data.

The carrying amounts of trade receivable, cash and cash equivalents, loan and other financial asset carried at amortised cost are considered to be the same as their fair values, due to their short term nature.

The carrying amounts of current borrowings, trade payables and other financial liabilities carried at amortised cost are considered to be the same as their fair values, as these comprise balances which are largely short term in nature. In case of non-current borrowing, considering the variable rate of interest, the carrying amount is considered to be a reasonable approximation of its fair value.

There are no transfers between level 1, level 2 and level 3 during the year.



Notes to financial statements as at and for the year ended 31 March 2025
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25. Financial risk management

The Company's activities expose it to market risk, liquidity risk and credit risk. In order to minimise any adverse effects on the financial performance, derivative financial instruments, such as foreign exchange forward contracts are entered to hedge foreign currency risk exposures. Derivatives are exclusively for hedging purposes and not as trading or speculative instruments.

(A) Credit risk

Credit risk arises from cash and cash equivalents, deposits with bank and credit exposures to customers including outstanding receivables.

(i) Credit risk management

Credit risk on balances with bank is mitigated by depositing the funds with reputed private sector banks.

For trade receivables, the primary source of credit risk is that these are unsecured. The Company's customers are established OEM's and there have been no defaults in the past. The Company sells the products to the customer only when the collection is certain. The credit risk is monitored on a on-going basis throughout the reporting period. Based on the credit assessment, the Company does not expect any defaults as at the balance sheet. An impairment analysis is performed at each reporting date on a individual basis for major clients. Any recoverability of receivables is provided for based on the assessment. Based on the credit risk assessment and historical trend, the Company had no significant credit risk as at 31 March 2025 and 2024.

The credit risk on liquid funds and derivative financial instruments is limited because the counter party are banks with high credit ratings.

(II) Provision for expected credit loss

Year ended 31 March 2025

(a) Expected credit loss for trade receivables under simplified approach

Ageing	Not due	0 - 30 days past due	31 - 60 days past due	61 - 90 days past due	91 - 180 days past due	180 days to 365 days past due	More than 365 days past due	Total
Gross carrying amount	178.16	12.33	-	0.20	0.01	-	-	190.70
Loss provision specifically identified and provided	-	-	-	-	-	-	-	-
Carrying amount of trade receivable (net of impairment)	178.16	12.33	-	0.20	0.01	-	-	190.70

Year ended 31 March 2024

(a) Expected credit loss for trade receivables under simplified approach

Ageing	Not due	0 - 30 days past due	31 - 60 days past due	61 - 90 days past due	91 - 180 days past due	180 days to 365 days past due	More than 365 days past due	Total
Gross carrying amount	181.43	19.35	0.94	0.45	0.24	0.17	-	202.58
Loss provision specifically identified and provided	-	-	-	-	-	-	-	-
Carrying amount of trade receivable (net of impairment)	181.43	19.35	0.94	0.45	0.24	0.17	-	202.58



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Notes to financial statements as at and for the year ended 31 March 2025

(All amounts in INR Crores, unless otherwise stated)

25. Financial risk management (continued)

(B) Liquidity risk

Prudent liquidity risk management implies maintaining sufficient cash and marketable securities and the availability of funding through an adequate amount of committed credit facilities to meet obligations when due. The management monitors rolling forecasts of the Company's liquidity position (comprising undrawn borrowing facilities) and cash and cash equivalents on the basis of expected cash flows.

(i) Financing arrangements

The Company has the following undrawn borrowing facilities at the end of the reporting period:

Particulars	31 March 2025	31 March 2024
Floating rate		
- Valid unless revoked (Bank loan facility)	90.00	41.97
- Expiring within one year (Bank loan facility)	-	7.61

(ii) Maturities of financial liabilities

The table below analyses the Company's financial liabilities into relevant maturity groupings based on their contractual maturities

The amounts disclosed in the table are the contractual undiscounted cash flows. Balances due within 12 months equal their carrying balances as the impact of discounting is not significant

Contractual maturities of financial liabilities	Less than 3 months	3 months to 6 months	6 months to 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
31 March 2025						
Borrowings	37.51	1.70	3.29	6.20	2.89	51.59
Trade payables	117.90	-	-	-	-	117.90
Other financial liabilities:						
- Capital creditors	1.11	-	-	-	-	1.11
- Due to director	0.60	-	-	-	-	0.60
- Due to employees	6.70	-	-	-	-	6.70
Total non-derivative liabilities	163.82	1.70	3.29	6.20	2.89	177.90

Contractual maturities of financial liabilities	Less than 3 months	3 months to 6 months	6 months to 1 year	Between 1 and 2 years	Between 2 and 5 years	Total
31 March 2024						
Borrowings	41.37	31.99	2.25	4.24	5.72	85.57
Trade payables	121.92	-	-	-	-	121.92
Other financial liabilities:						
- Interest accrued and due on borrowings	0.14	-	-	-	-	0.14
- Capital creditors	1.75	-	-	-	-	1.75
- Due to director	0.58	-	-	-	-	0.58
- Due to employees	4.61	-	-	-	-	4.61
- Other payables	0.45	-	-	-	-	0.45
Total non-derivative liabilities	170.82	31.99	2.25	4.24	5.72	215.02



25. Financial risk management (continued)

(C) Market Risk

(i) Foreign currency risk

The Company's activities expose it to foreign exchange risk arising from foreign currency transactions in USD. The foreign exchange risk arises from future commercial transactions and recognised assets and liabilities denominated in a currency other than the functional currency(INR). The risk is measured through a forecast of highly probable foreign currency cash flows. The objective of the hedges is to minimise the volatility of the INR cash flows of highly probable transactions.

Until March 2023, the Company's risk management policy was to hedge 100% of the forecasted foreign currency. Subsequently, the Company has decided to hedge on a need basis. The Company has adopted hedge accounting for its derivative contracts, if any. Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently re-measured to their fair value at the end of each reporting period. The accounting for subsequent changes in fair value depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged, and the type of hedge relationship designated.

Cash Flow hedges that qualify for hedge accounting:

The effective portion of changes in the fair value of derivatives that are designated and qualify as cash flow hedges is recognised in the other comprehensive income in cash flow hedging reserve within equity, limited to the cumulative change in fair value of the hedged item on a present value basis from the inception of the hedge. The gain or loss relating to the ineffective portion is recognised immediately in profit or loss, within other gains/(losses).

The Company also imports certain materials which are denominated significantly in USD which exposes it to foreign currency risk.

(a) Foreign currency risk exposure:

The Company's exposure of foreign currency risk in USD currency at the end of the reporting period is expressed in INR are as follows

Particulars	31 March 2025	31 March 2024
Financial assets		
Trade receivable	30.39	61.36
Derivative assets:		
Foreign exchange forward contracts:	-	-
Sell foreign currency	-	-
Net exposure to foreign currency risk (assets)	30.39	61.36
Financial liabilities		
Foreign currency loan facility	-	-
Trade payables	3.69	1.96
Derivative liabilities:		
Foreign exchange forward contracts	-	-
Buy foreign currency	-	-
Net exposure to foreign currency risk (liabilities)	3.69	1.96

(b) Sensitivity

The sensitivity of profit or loss to changes in the exchange rates arises mainly from foreign currency denominated financial instruments.

Particulars	Impact on profit after tax		Impact on Other Comprehensive Income	
	31 March 2025	31 March 2024	31 March 2025	31 March 2024
USD sensitivity				
INR/USD - Increase by 5%	(1.00)	(2.22)	-	-
INR/USD - Decrease by 5%	1.00	2.22	-	-

Amounts in negative represents loss and amounts in positive represents gain

(ii) Interest rate risk

(a) The exposure of Company's borrowing to interest rate changes at the end of the reporting period are as follows:

Particulars	31 March 2025	31 March 2024
Variable rate borrowing	14.32	12.30
Fixed rate borrowing	35.75	70.07
Total borrowing	50.07	82.37

(b) Sensitivity

Profit or loss is sensitive to higher/lower interest expense from borrowings as a result of changes in interest rates.

Particulars	Impact on profit after tax	
	31 March 2025	31 March 2024
Interest rates - increase by 50 basis points*	(0.05)	(0.05)
Interest rates - decrease by 50 basis points*	0.05	0.05

*Holding all other variables constant

Amounts in negative represents loss and amounts in positive represents gain



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25. Financial risk management

(D) Hedge Accounting

Derivative financial instruments

The Company has no outstanding derivative contracts as at March 31, 2025 and March 31, 2024

The reconciliation of effective portion of cash flow hedges is as follows:

Particulars	31 March 2025	31 March 2024
Balance at the beginning of the year	-	(0.91)
Gain/(loss) recognised in other comprehensive income during the year	-	-
Amount reclassified to Statement of profit and loss during the year	-	1.22
Tax impact on above	-	(0.31)
Balance at the end of the year	-	-

Disclosure of effect of hedge accounting on financial performance

Type of Hedge and risks	Changes in the value of hedging instrument recognised in other comprehensive income	Hedge Ineffectiveness recognised in profit or loss	Amount reclassified from cash flow hedging reserve to profit or loss	Line item affected in the statement of profit and loss because of the reclassification
March 31, 2025 Forward Contracts to hedge foreign exchange risks	-	-	-	Other gains/(losses)
March 31, 2024 Forward Contracts to hedge foreign exchange risks	-	-	1.22	Other gains/(losses)

Hedge effectiveness

Hedge effectiveness is determined at the inception of the hedge relationship, and through periodic prospective effectiveness assessments to ensure that an economic relationship exists between the hedged item and hedging instrument.

For hedges of foreign currency sales, the Company enters into hedge relationships where the critical terms of the hedging instrument match exactly with the terms of the hedged item. The Company therefore performs a qualitative assessment of effectiveness. If changes in circumstances affect the terms of the hedged item such that the critical terms no longer match exactly with the critical terms of the hedging instrument, the group uses the hypothetical derivative method to assess effectiveness.

In hedges of foreign currency sales, ineffectiveness may arise if the timing of the forecast transaction changes from what was originally estimated, or if there are changes in the credit risk of the Company or the derivative counterparty.



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Notes to financial statements as of and for the year ended 31 March 2025

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26. Capital management

(a) Risk management

The Company manages its capital to ensure that it will be able to continue as going concern while maximising the return to stakeholders through the optimisation of the debt and equity balance.

The Company determines the amount of capital required on the basis of annual master planning and budgeting and five year's corporate plan for working capital, capital outlay and long-term product and strategic involvements. The funding requirements are met through equity, internal accruals and a combination of both long-term and short-term borrowings.

The Company monitors the capital structure on the basis of total debt to equity and maturity profile of the overall debt portfolio of the Company.

Particulars	31 March 2025	31 March 2024
Net Debt	20.68	72.18
Total Equity	307.51	275.02
Net Debt to equity ratio	0.07	0.26

(i) Loan covenants

Under the terms of the major borrowing facilities, the Company is required to comply with the following financial covenants:

- the ratio of total outside liabilities to tangible net worth must be not more than 1.5 times,
- the ratio of total debt to EBITDA must be not more than 3 times, and
- the debt service ratio must be more than 1.2 times.

The Company has complied with these covenants throughout the reporting period. As at 31 March 2025, the ratio of total outside liabilities to tangible net worth was 0.68 times (31 March 2024 - 0.89 times), debt service coverage ratio was 14 times (31 March 2024 - 27 times) and total debt to EBITDA was 0.40 times (31 March 2024 - 0.56 times), computed on the basis of terms agreed with the bank.

(b) Dividends

Particulars	31 March 2025	31 March 2024
(i) Equity shares		
Final dividend for the year ended 31 March 2024, Rs 14 (31 March 2023 - Rs.9) per fully paid share	35.68	22.94
(ii) Dividends not recognised at the end of the reporting period		
In addition to the above dividends, subsequent to the year end, the directors have recommended the payment of a final dividend for 31 March 2025 - Rs. 4 per share (31 March 2024 Rs.14 per share). This proposed dividend is subject to the approval of shareholders in the ensuing annual general meeting.	10.20	35.68



Axles India Limited

Notes to financial statements as of and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

27. Segment information

(a) Description of segments and principal activities

The Company is in the manufacturing of Axle housing for global vehicle manufacturers with sales in India and outside India.

The Board of Directors of the Company have been identified as the CODM and they evaluate the Company performance, allocates resources based on analysis of various performance indicators of the Company as a single unit. Therefore there is no reportable segment for the Company. The Company is domiciled in India.

(b) Entity wide disclosures

(i) Revenue from geographical areas

The segment revenue is measured in the same way as in the statement of profit or loss:

Particulars	Total	31 March 2025		Total	31 March 2024	
		Within India	Outside India		Within India	Outside India
Segment revenue by location of customers	841.54	533.53	308.01	853.88	559.37	294.51

All non-current assets are within India.

(ii) Information about major customers

Revenues of INR 499.05 (31 March 2024 - INR 576.36) are derived from 4 customers, contributing more than 10% of revenue individually.

28. Related party transaction

(a) Names of related parties and nature of relationship

Jointly controlled by:

Sundaram Finance Holdings Limited *
Wheels India Limited
Dana Global Products Inc *

* Pursuant to the acquisition of shares by Sundaram Finance Holdings Limited and its wholly owned subsidiary from Dana Global Products Inc, subsequent to the year end, the Company will be treated as a subsidiary of Sundaram Finance Holdings limited. Post the acquisition dated April 26, 2025 the Company will be a subsidiary and not a jointly controlled entity. Also, Refer note 34 to the financial statements.

Other related parties with whom transactions have taken place during the year:

Subsidiaries of Jointly controlled entities

Dana Automotive Systems Group LLC
Dana Commercial Vehicle Mfg.LLC
Dana Commercial Vehicle Prod. LLC
Dana Automotive Manufacturing, Inc
Dana Australia Pty Ltd
Dana India Private Limited
Dana India Technical Centre Private Ltd
Dana Industrias LTDA
Dana Automocion S.A.

Dana Driveshaft Manufacturing, Llc

Key Managerial Personnel with whom transactions have taken place during the year:

Mr. V Madhavan - Managing Director
Mr. S Ram - Director
Mr. Srivats Ram - Director
Ms. Nivedita Ram - Director (From July 24, 2024)

(a) Transactions with related parties

Particulars	31 March 2025	31 March 2024
Sale of goods*		
Dana Automotive Systems Group LLC	0.20	0.10
Dana Commercial Vehicle Mfg.LLC	53.24	49.46
Dana Commercial Vehicle Prod. LLC	161.03	175.45
Dana Australia Pty Ltd	0.74	1.12
Dana Automotive Manufacturing, Inc	73.46	64.50
Dana Industrias LTDA	7.57	0.34
Dana Automocion S.A.	0.05	0.05
Dana India Private Limited	65.92	61.11
Dana Driveshaft Manufacturing, Llc	-	0.75
Purchase of goods		
Wheels India Limited	0.08	-
Receiving of services		
Wheels India Limited	0.03	0.11
Rendering of services		
Wheels India Limited	3.17	4.95
Dividend paid :		
Sundaram Finance Holdings Limited	13.85	8.90
Wheels India Limited	3.39	2.18
Dana Global Products Inc	17.24	11.08

* Includes tooling revenue based on invoices amounts



Axles India Limited

Notes to financial statements as of and for the year ended 31 March 2025

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28. Related party transaction (Continued)

(b) Key managerial personnel compensation

(i) Sitting fees

Particulars	31 March 2025	31 March 2024
Mr. S. Ram	0.05	0.05
Mr. Srivats Ram	0.03	0.03
Mrs. Nivedita Ram	0.01	0.01

(ii) Others

Particulars	31 March 2025	31 March 2024
Mr. V Madhavan		
Short term benefits*	1.56	1.39
Post employment benefits**	0.12	0.11

* The Commission paid to the KMP is considered on an actual payment basis for the purpose of this disclosure.

** As gratuity and compensated absences are computed for all the employees in aggregate, the amounts relating to Key Managerial Personnel cannot be individually identified.

(c) Outstanding receivable balances as at year end

Particulars	31 March 2025	31 March 2024
Wheels India Limited	0.67	0.01
Dana India Private Limited	29.97	23.15
Dana India Technical Centre Pvt.Ltd	0.01	-
Dana Australia Pty Ltd	0.30	0.18
Dana Industrias LTDA	6.22	0.09
Dana Automocion S.A.	-	0.05
Dana Automotive Manufacturing, Inc	9.22	7.21
Dana Commercial Vehicle Mfg.LLC	0.35	9.68
Dana Commercial Vehicle Prod. LLC	11.09	40.32

(d) Outstanding payable balances as at year end

Particulars	31 March 2025	31 March 2024
Key Managerial personnel	0.50	0.58

The related party transactions were made on terms equivalent to those that prevail in arm's length transactions.

29. Contingent liabilities

Particulars	31 March 2025	31 March 2024
Claims against the Company not acknowledged as debts: (excluding interest)		
- Income tax matters	0.02	0.02
- Indirect tax matters	3.84	3.84
- Labour related issues	-	0.22

The Company is contesting the demands and the management, including its tax advisors and legal consultant (as applicable), believe that its position will be likely upheld in the appellate process. No tax/expense has been accrued in the financial statements for the above demands raised. The management believes that the ultimate outcome of this proceeding will not have a material adverse effect on the Company's financial position and results of operations. The potential undiscounted amount of the total payments that the Company could be required to make if there was an adverse decision related to the above demands is as set out above. Outflows, if any, arising out of these claims would depend on the outcome of the decision of the appellate authorities and the Company's rights for future appeals. No reimbursements are expected. The timing of the payment, if any, is presently not ascertainable and is dependent upon the closure of the appellate proceedings in the respective tribunals/courts.

The Company has evaluated the impact of the Supreme Court Judgment in case of "Vivekananda Vidyamandir And Others Vs The Regional Provident Fund Commissioner (II) West Bengal" and the related circular (Circular No. C-1/1(33)2019/Vivekananda Vidya Mandir/284) dated March 20, 2019 issued by the Employees' Provident Fund Organisation in relation to non-exclusion of certain allowances from the definition of "basic wages" of the relevant employees for the purposes of determining contribution to provident fund under the Employees' Provident Funds & Miscellaneous Provisions Act, 1952. In the assessment of the management, the aforesaid matter is not likely to have a significant impact and accordingly, no provision has been made in these Financial Statements.

30. Capital Commitments

Capital expenditure contracted for at the end of the reporting period but not recognised as liabilities is as follows:

Particulars	31 March 2025	31 March 2024
Property, plant and equipment	5.22	



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31. Earnings per share

Particulars	31 March 2025	31 March 2024
(a) Basic earnings per share		
Basic earnings per share attributable to equity shareholders of the Company	26.96	33.85
(b) Diluted earnings per share		
Diluted earnings per share attributable to equity shareholders of the Company	26.96	33.85
(c) Profit attributable to equity holders of the Company used in calculating basic and diluted earnings per share	68.70	86.27
(d) Weighted average number of equity shares used as a denominator in calculating basic and diluted earnings per share *	25,484,410	25,484,410

* Excludes forfeited shares

32. Dues to micro and small enterprises*

The Company has certain dues to suppliers registered under Micro, Small and Medium Enterprises Development Act, 2006 ('MSMED Act'). The disclosures pursuant to the said MSMED Act are as follows:

Particulars	31 March 2025	31 March 2024
Principal amount due to suppliers registered under the MSMED Act and remaining unpaid as at year end	7.42	6.46
Interest due to suppliers registered under the MSMED Act and remaining unpaid as at year	-	-
Principal amounts paid to suppliers registered under the MSMED Act, beyond the appointed day during the year	-	-
Interest paid, other than under Section 16 of MSMED Act, to suppliers registered under the MSMED Act, beyond the appointed day during the year	-	-
Interest paid, under Section 16 of MSMED Act, to suppliers registered under the MSMED Act, beyond the appointed day during the year	-	-
Interest due and payable towards suppliers registered under MSMED Act, for payments already made	-	-
Further interest remaining due and payable for earlier years	-	-

* As certified by the Company



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33. Additional regulatory information required by Schedule III

(i) Details of Benami Property

No proceedings have been initiated on or are pending against the Company for holding benami property under the Benami Transactions (Prohibition) Act, 1988 (45 of 1988) and Rules made thereunder.

(ii) Borrowing secured against current assets

The Company has borrowings from a bank on the basis of security of current assets. The quarterly returns or statements of current assets filed by the Company with the bank is in agreement with the books of accounts.

(iii) Willful defaulter

The Company has not been declared willful defaulter by any bank or financial institution or government or any government authority.

(iv) Relationship with struck off companies

The Company has no transactions with the companies struck off under Companies Act, 2013 or Companies Act, 1956.

(v) Compliance with number of layers of Companies

The Company does not have any downstream investments. Hence compliance with the number of layers prescribed under the Companies Act, 2013, read with the Companies (Restriction on number of Layers) Rules, 2017 is not applicable.

(vi) Compliance with approved scheme(s) of arrangements

The Company has not entered into any scheme of arrangement which has an accounting impact on current or previous financial year.

(vii) Utilisation of borrowed funds and share premium

The Company has not advanced or loaned or invested funds to any other person(s) or entity(ies), including foreign entities (Intermediaries) with the understanding that the Intermediary shall:

- a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Company (Ultimate Beneficiaries) or
- b) provide any guarantee, security or the like to or on behalf of the ultimate beneficiaries

The Company has not received any fund from any person(s) or entity(ies), including foreign entities (Funding Party) with the understanding (whether recorded in writing or otherwise) that the Company shall:

- a) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party (Ultimate Beneficiaries) or
- b) provide any guarantee, security or the like on behalf of the ultimate beneficiaries.

(viii) Undisclosed income

There is no income surrendered or disclosed as income during the current or previous year in the tax assessments under the Income Tax Act, 1961, that has not been recorded in the books of account.

(ix) Details of crypto currency or virtual currency

The Company has not traded or invested in crypto currency or virtual currency during the current or previous year.

(x) Valuation of PP&E, intangible asset and investment property

The Company has not revalued its property, plant and equipment (including right-of-use assets) or intangible assets or both during the current or previous year.

(xi) Title deeds of immovable properties not held in name of the Company

The title deeds of all the immovable properties (other than properties where the Company is the lessee and the lease agreements are duly executed in favour of the lessee), as disclosed in notes 3 to the financial statements, are held in the name of the Company.

(xii) Registration of charges or satisfaction with Registrar of Companies

There are no charges or satisfaction which are yet to be registered with the Registrar of Companies beyond the statutory period.

(xiii) Utilisation of borrowings availed from banks and financial institutions

The borrowings obtained by the Company from a bank have been applied for the purposes for which such loans were taken.

(xiv) Loans and advances to specified persons

No loans or advances in the nature of loans are granted to promoters, directors, KMPs and the related parties (as defined under Companies Act, 2013) by the Company, either severally or jointly with any other person.

(xv) Core Investment Company

The Company is not a Core Investment Company (CIC). The group has 1 exempted CIC as part of the group namely Sundaram Finance Holdings Limited - Exempt CIC

(xvi) The Company does not have any Subsidiaries, joint ventures or associate companies.



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(All amounts in INR Crores, unless otherwise stated)

(xvi) Ratios

Ratio	Numerator	Denominator	31 March 2025	31 March 2024	% variance	Reason for variance, where the variance is more than
Current ratio (times)	Current assets	Current liabilities	2.15	1.91	13%	Not applicable
Debt-equity ratio (times)	Debt	Equity	0.16	0.30	-46%	The reduction is due to repayment of short term borrowings during the year.
Debt service coverage ratio	Earning for debt service	Debt service	1.58	1.21	31%	The reduction is due to repayment of short term borrowings during the year.
Return on equity ratio	Net profit after tax	Average Shareholder's equity	24%	35%	-34%	The variance is due to reduction in net profit in the current year.
Inventory turnover ratio (times)	Revenue from operations	Closing Inventory	4.71	4.07	16%	Not applicable
Trade receivable turnover ratio (times)	Revenue from operations	Trade receivables	4.41	4.22	5%	Not applicable
Trade payables turnover ratio (times)	Purchases	Trade payables	4.00	4.70	-15%	Not applicable
Net capital turnover ratio (times)	Revenue from operations	Working capital	3.82	4.17	-9%	Not applicable
Net profit ratio	Net profit after tax	Revenue from operations	8%	10%	-19%	Not applicable
Return on capital employed	Earnings before interest and tax	Tangible Capital employed	26%	33%	-20%	Not applicable
Return on investment	Earnings before interest and tax	Total assets	18%	23%	-20%	Not applicable

34. Events occurring after the reporting period

Subsequent to the year end, in May 2025, Dana Global Products Inc., has transferred its entire shareholding in the Company, transferring 6,158,208 shares to Sundaram Finance Holdings Limited and 6,158,207 shares to Forge 2000 Private Limited, a wholly owned subsidiary of Sundaram Finance Holdings Limited. Consequent to the above, Axles India Limited is currently a subsidiary of Sundaram Finance Holdings Limited.

35. Summary of Other accounting policies

This note provides a list of other accounting policies adopted in the preparation of these financial statements to the extent they have not already been disclosed in the other notes above. These policies have been consistently applied to all the years presented, unless otherwise stated.

(a) Rounding of amounts

All amounts disclosed in the financial statements and the accompanying notes have been rounded off to the nearest INR crores as per the requirement of Schedule III of the Companies Act 2013, unless otherwise stated.

(b) Foreign currencies

Functional and presentation currency

Items included in the financial statements are measured using the currency of the primary economic environment in which the Company operates (the functional currency). The financial statements are presented in Indian rupee (INR), which is the Company's functional and presentation currency.

Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at year end exchange rates are generally recognized in profit or loss.

Foreign exchange gains and losses arising on foreign currency borrowings are presented in the statement of profit and loss, within finance costs. All other foreign exchange gains and losses are presented in the statement of profit and loss on a net basis within other gains/(losses).



Axles India Limited

Notes to financial statements as of and for the year ended 31 March 2025

(All amounts in INR Crores, unless otherwise stated)

(c) Income Taxes

The income tax expense or credit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences and to unused tax losses.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation and considers whether it is probable that a taxation authority will accept an uncertain tax treatment. The Company measures its tax balances either based on the most likely amount or the expected value, depending on which method provides a better prediction of the resolution of the uncertainty.

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the end of the reporting period and are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled.

Deferred tax assets are recognised for all deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses. Deferred tax assets and liabilities are offset where there is a legally enforceable right to offset current tax assets and liabilities and where the deferred tax balances relate to the same taxation authority. Current tax assets and tax liabilities are offset where the entity has a legally enforceable right to offset and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Current and deferred tax is recognised in profit or loss, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, the tax is also recognised in other comprehensive income or directly in equity, respectively.

(d) Leases

As a lessee:

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable,
- variable lease payment that are based on an index or a rate, initially measured using the index or rate as at the commencement date,
- amounts expected to be payable by the Company under residual value guarantees,
- the exercise price of a purchase option if the Company is reasonably certain to exercise that option, and
- payments of penalties for terminating the lease, if the lease term reflects the Company exercising that option.

Lease payments to be made under reasonably certain extension options are also included in the measurement of the liability.

Lease payments are allocated between principal and finance cost. The finance cost is charged to profit or loss over the lease period so as to produce a constant

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability,
- any lease payments made at or before the commencement date less any lease incentives received,
- any initial direct costs, and
- restoration costs.

(e) Impairment of assets

Assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows which are largely independent of the cash inflows from other assets or groups of assets (cash-generating units).

(f) Cash and cash equivalents

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities in the balance sheet.

(g) Trade receivables

See Note 5(b) for information about the accounting for Trade receivable and note 28 for receivables for related parties.

(h) Inventories

Raw materials and stores, work in progress, Loose tools and finished goods

Inventories are valued at the lower of cost and net realizable value. Cost of raw materials comprises cost of purchases. The cost of work-in-progress and finished goods comprises raw materials, direct labor, other direct costs and appropriate proportion of variable and fixed overhead expenditure, the latter being allocated on the basis of normal operating capacity. Cost of inventories also include all other costs incurred in bringing the inventories to their present location and condition. Costs of purchased inventory are determined after deducting rebates and discounts. Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and the estimated costs necessary to make the sale.

Entity-specific details about inventories are provided in note 7.



(i) Investments and other financial assets

(i) Classification

The Company classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through other comprehensive income, or through profit or loss)
- those to be measured at amortised cost.

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

For assets measured at fair value, gains and losses will either be recorded in profit or loss or other comprehensive income. For investments in equity instruments that are not held for trading, this will depend on whether the Company has made an irrevocable election at the time of initial recognition to account for the equity investment at FVOCI.

The Company reclassifies debt investments when and only when its business model for managing those assets changes.

(ii) Recognition and derecognition

Regular way purchases and sales of financial assets are recognised on trade-date, being the date on which the Company commits to purchase or sell the financial asset. Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Company has transferred substantially all the risks and rewards of ownership.

(iii) Measurement

At initial recognition, the Company measures a financial asset (excluding trade receivables which do not contain a significant financing component) at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

Debt instruments

Subsequent measurement of debt instruments depends on the Company's business model for managing the asset and the cash flow characteristics of the asset. There are three measurement categories into which the Company classifies its debt instruments:

• **Amortised cost:** Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in Other Income using the effective interest rate method. Any gain or loss arising on derecognition is recognised directly in profit or loss and presented in other gains/(losses). Impairment losses are presented as separate line item in the statement of profit and loss.

• **Fair value through other comprehensive income (FVOCI):** Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains or losses, interest income and foreign exchange gains and losses which are recognised in profit and loss. When the financial asset is derecognised, the cumulative gain or loss previously recognised in OCI is reclassified from equity to profit or loss and recognised in other gains/(losses). Interest income from these financial assets is included in other income using the effective interest rate method. Foreign exchange gains and losses are presented in other gains/(losses) and impairment expenses are presented as separate line item in statement of profit and loss.

• **Fair value through profit or loss:** Assets that do not meet the criteria for amortised cost or FVOCI are measured at fair value through profit or loss. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss is recognised in profit or loss and presented net within other gains/(losses) in the period in which it arises. Interest income from these financial assets is included in other income.

Equity instruments

The Company subsequently measures all equity investments at fair value. Where the Company's management has elected to present fair value gains and losses on equity investments in other comprehensive income, there is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment. Dividends from such investments are recognised in profit or loss as other income when the Company's right to receive payments is established.

Changes in the fair value of financial assets at fair value through profit or loss are recognised in other gain/ (losses) in the statement of profit and loss. Impairment losses (and reversal of impairment losses) on equity investments measured at FVOCI are not reported separately from other changes in fair value.

(iv) Impairment of financial assets

The Company assesses on a forward looking basis the expected credit losses associated with its assets carried at amortised cost and FVOCI debt instruments. The impairment methodology applied depends on whether there has been a significant increase in credit risk. Note 25 details how the Company determines whether there has been a significant increase in credit risk.

Entity-specific details about investments and other financial assets are provided in note 5.

(j) Derivative financial instruments and hedging activities

Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently re-measured to their fair value at the end of each reporting period. The accounting for subsequent changes in fair value depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged.

The Company designates certain derivatives as hedges of risk associated with the cash flows of highly probable forecast transactions (cash flow hedges).

At inception of the hedge relationship, the Company documents the economic relationship between hedging instruments and hedged items including whether the changes in the cash flows of the hedging instrument are expected to offset changes in cash flows of hedged items. The Company documents its risk management objective and strategy for undertaking its hedge transactions.

Entity-specific details about the Company's derivatives and hedging activities are provided in note 5(e).



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Cashflow hedges that qualify for hedge accounting:

The effective portion of changes in the fair value of derivatives that are designated and qualify as cash flow hedges is recognised in the other comprehensive income in cash flow hedging reserve within equity, limited to the cumulative change in fair value of the hedged item on a present value basis from the inception of the hedge. The gain or loss relating to the ineffective portion is recognised immediately in profit or loss, within other gains/(losses).

When forward contracts are used to hedge forecast transactions, the Company generally designate the full change in fair value of the forward contract (including forward points) as the hedging instrument. Consequently, the gains or losses relating to the effective portion of the change in fair value of the entire forward contract are recognised in the cash flow hedging reserve within equity.

When a hedging instrument expires, or is sold or terminated, or when a hedge no longer meets the criteria for hedge accounting, any cumulative deferred gain or loss and deferred costs of hedging in equity at that time remains in equity until the forecast transaction occurs, resulting in the recognition of a non-financial asset. When the forecast transaction is no longer expected to occur, the cumulative gain or loss and deferred costs of hedging that were reported in equity are immediately reclassified to profit or loss within other gains/(losses).

(k) Property, plant and equipment

The Company's accounting policy for land is explained in note. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. The carrying amount of any component accounted for as a separate asset is derecognised when replaced. The other repairs and maintenance of revenue nature are charged to profit or loss during the reporting period in which they are incurred.

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount. Gains and losses on disposal are determined by comparing proceeds with carrying amount. These are included in profit or loss within other gains/(losses).

(l) Trade payables

These amounts represent liabilities for goods and services provided to the Company prior to the end of the financial year which are unpaid. The amounts are unsecured and are usually paid within 45-60 days of recognition. Trade and other payables are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest method.

(m) Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the period of the borrowings using the effective interest rate method.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period. Where there is a breach of a material provision of a long-term loan arrangement on or before the end of the reporting period with the effect that the liability becomes payable on demand on the reporting date, the entity does not classify the liability as current, if the lender agreed, after the reporting period and before the approval of the financial statements for issue, not to demand payment as a consequence of the breach.

(n) Borrowing cost

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalised during the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale. In cashflow statement, these are presented under investing activities.

Investment income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs eligible for capitalisation.

Other borrowing costs are expensed in the period in which they are incurred.

(o) Provisions

Provisions: Provisions for legal claims and service warranties are recognised when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. Provisions are not recognised for future operating losses. Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the end of the reporting period. The discount rate used to determine the present value is a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognised as interest expense.



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(p) Employee benefits

(i) Short term obligations

Liabilities for wages and salaries, including non-monetary benefits that are expected to be settled wholly within 12 months after the end of the period in which the employees render the related service are recognized in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liabilities are presented as current employee benefit obligations in the balance sheet.

(ii) Other long term employee

The liabilities for earned leave are not expected to be settled wholly within 12 months after the end of the period in which the employees render the related service. They are therefore measured as the present value of the expected future payments to be made in respect of services provided by employee up to the end of reporting period using the projected unit credit method.

The benefits are discounted using the appropriate market yields at the end of the reporting period that have terms approximating to the terms of the related obligation. Measurements as a result of experience adjustments and changes in actuarial assumptions are recognized in profit or loss.

The obligations are presented as current liabilities in the balance sheet if the entity does not have an unconditional right to defer settlement for at least twelve months after the reporting period, regardless of when the actual settlement is expected to occur.

Accumulated leave, which is expected to be utilized within the next 12 months, is treated as short-term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

The Company treats accumulated leave expected to be carried forward beyond twelve months, as long-term employee benefit for measurement purposes. Such long-term compensated absences are provided for based on the actuarial valuation using the projected unit credit method at the period-end. Actuarial gains/losses are immediately taken to the statement of profit and loss and are not deferred. The Company presents the leave as a current liability in the balance sheet; to the extent it does not have an unconditional right to defer its settlement for 12 months after the reporting date. Where Company has the unconditional legal and contractual right to defer the settlement for a period beyond 12 months, the same is presented as non-current liability.

(iii) Post-employment obligation

The Company operates the following post-employment schemes:

- a) Defined contribution plans such as provident fund, and
- b) Defined benefit plans such as gratuity for its eligible employees.

Defined benefit plan

The Company has a gratuity defined benefit plan for its employees. The costs of providing benefits under these plans are determined on the basis of actuarial valuation at each year-end. Separate actuarial valuation is carried out for each plan using the projected unit credit method. Re-measurement gains and losses arising from experience adjustments and changes in actuarial assumptions are recognised in the period in which they occur, directly in other comprehensive income. They are included in retained earnings in the statement of changes in equity and the balance sheet. The Company has funded this with Life Insurance Corporation of India ('LIC'). The contributions made to the LIC are treated as plan assets. The defined benefit obligation recognised in the balance sheet represents the present value of the defined benefit obligation as reduced by the fair value of plan assets. The net interest cost is calculated by applying the discount rate to the net balance of the defined benefit obligation and the fair value of plan assets. This cost is included in employee benefit expense in the statement of profit and loss. Changes in the present value of the defined benefit obligation resulting from plan amendments or curtailments are recognised immediately in profit or loss as past service cost.

Defined contribution plan

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The Company recognizes contribution payable to the provident fund scheme and pension scheme as expenditure, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognized as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognized as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund. The Company also has a super annuation scheme for few employees which is also in the nature of a Defined Contribution Scheme.

Bonus plans

The Company recognizes a liability and an expense for bonus. The Company recognizes a provision where contractually obliged or where there is a past practice that has created a constructive obligation.

(q) Dividend

Provision is made for the amount of any dividend declared, being appropriately authorised and no longer at the discretion of the entity, on or before the end of the reporting period but not distributed at the end of the reporting period.



Axles India Limited

Notes to financial statements as of and for the year ended 31 March 2025
(All amounts in INR Crores, unless otherwise stated)

(r) Earnings per share

Basic earnings per share have been computed by dividing the net income by the weighted average number of shares outstanding during the year. Diluted earnings per share has been computed using the weighted average number of shares and diluted potential shares, except where the result would be anti-dilutive.

(s) Transition to Ind AS

On transition to Ind AS, the Company has elected to continue with the carrying value of its property, plant and equipment and intangible assets recognised as at 1 April 2016, measured as per the previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment and intangible assets.

(t) Revenue recognition

See note 16 for information about the Company's accounting policies for revenue recognition.

36. Under the Companies Act, 2013, the Company is required to have a woman director as a member of the Board of Directors. Consequent to resignation of Mrs. Radha Unni – Director, with effect from November 30, 2023, the Company was required to ensure filling of this intermittent vacancy by February 29, 2024. The Company has appointed Mrs. Nivedita Ram on July 24, 2024 as women director. Provision until the date of delay has been considered in these financial statements as required under the Companies Act, 2013.

37. The Financial Statements were authorised for issue by the directors at their meeting held on 9 May 2025

For Price Waterhouse & Co Chartered Accountants LLP
Firm Registration Number: 304026E/E-300009

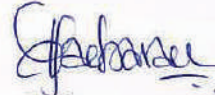


Arun Kumar R
Partner
Membership Number: 211867

For and on behalf of the Board of Directors
Axles India Limited



S Ram
Chairman
DIN- 00018309



V Madhavan
Managing Director
DIN-07548156



Y Krishnamoorthy
Chief Financial Officer



C Bharathi
Company Secretary
Membership Number: F9406

Place: Chennai
Date: May 9, 2025

Place: Chennai
Date: May 9, 2025

Axles India Limited

Balance Sheet as at 30 September 2025 (Unaudited)

(All amounts in INR Crores, unless otherwise stated)

Particulars	Notes	As at	
		30 Sep 2025	31 March 2025
ASSETS			
Non-current assets			
Property, plant and equipment	3	96.85	57.84
Capital work-in-progress	3	1.62	39.96
Intangible assets	4	0.33	0.38
Financial assets			
(i) Investments	5(a)	3.04	2.01
(ii) Other financial assets	5(e)	3.64	3.87
Deferred tax assets (net)	14	0.86	0.92
Other non-current assets	6	-	2.08
Total non-current assets		106.34	107.06
Current assets			
Inventories	7	165.24	178.54
Financial Assets			
(i) Trade Receivables	5(b)	183.09	190.70
(ii) Cash and cash equivalents	5(d)(i)	50.96	29.49
(iii) Bank balances other than (ii) above	5(d)(ii)	0.28	0.28
(iv) Loans	5(c)	0.86	0.63
Other current assets	9	11.42	12.06
Total current assets		411.85	411.70
Total assets		518.19	518.76
EQUITY AND LIABILITIES			
Equity			
Equity share capital	10(a)	25.49	25.49
Other Equity			
Reserves and surplus	10(b)	305.54	282.12
Other Reserves	10(c)	-	-
Total equity		331.03	307.61
LIABILITIES			
Non-current liabilities			
Financial liabilities			
(i) Borrowings	11(a)	5.73	8.59
Employee benefit obligations	13	1.43	0.35
Other non-current liabilities	15(a)	10.28	10.88
Total non-current liabilities		17.44	19.82
Current Liabilities			
Financial liabilities			
(i) Borrowings	11(b)	35.39	41.59
(ii) Trade payables			
Total outstanding dues of micro and small enterprises	11(c)	5.40	7.42
Total outstanding dues of creditors other than micro and small enterprises	11(c)	98.36	110.48
(iii) Other financial liabilities	11(d)	5.60	8.41
Provisions	12	12.27	10.45
Employee benefit obligations	13	4.85	5.69
Current tax liabilities (net)	8	3.21	0.78
Other current liabilities	15(b)	4.64	6.51
Total current liabilities		169.72	191.33
Total liabilities		187.16	211.15
Total equity and liabilities		518.19	518.76

The accompanying notes are an integral part of these financial statements.

This is the Balance Sheet referred to in our report of even date.

Axles India Limited

Madhavan V

Digitally signed by Madhavan V
Date: 2025.10.24 10:20:27
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V Madhavan
Managing Director
DIN-07548156

Y Krishnamoorthy

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Krishnamoorthy
Date: 2025.10.24 10:21:02 +05'30'

Place: Chennai
Date: October 24, 2025

Y Krishnamoorthy
Chief Financial Officer

Axles India Limited

Statement of profit and loss for the Half year ended 30 September 2025 (Unaudited)

(All amounts in INR Crores, unless otherwise stated)

Particulars	Notes	Half year ended	
		30 Sep 2025	30 Sep 2024
REVENUE			
Revenue from operations	16	410.05	420.73
Other income	17(a)	0.72	0.28
Other gains/(losses)	17(b)	2.89	0.62
Total income		413.66	421.63
EXPENSES			
Cost of materials consumed	18(a)	234.71	240.96
Changes in inventories of work-in-progress and finished goods	18(b)	7.73	8.87
Employee benefit expenses	19	46.05	43.69
Depreciation and amortisation expenses	20	6.44	6.08
Other expenses	21	73.14	72.73
Finance costs	22	0.49	0.66
Total expenses		368.56	372.99
Profit before tax		45.10	48.64
Income tax expense / (income)			
- Current Tax	23	11.31	12.27
- Deferred Tax	23	0.06	(0.05)
Total tax expense		11.37	12.22
Profit for the year		33.73	36.42
Other comprehensive income			
Items that will not be reclassified to profit or loss:			
Remeasurement of post-employment benefit obligations		(0.16)	(0.29)
Income tax relating to above item		0.04	0.07
Other comprehensive income for the year, net of tax		(0.12)	(0.22)
Total Comprehensive Income for the year		33.61	36.20
Earnings per equity share:			
Basic and Diluted earnings per share (in INR)	31	13.24	14.29

The accompanying notes are an integral part of these financial statements.

This is the Statement of profit and loss referred to in our report of even date.

Axles India Limited

Madhavan V Digitally signed by Madhavan V
Date: 2025.10.24 10:21:23
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V Madhavan
Managing Director
DIN-07548156

Y Krishnamoorthy Digitally signed by Y
Krishnamoorthy
Date: 2025.10.24 10:21:44 +05'30'

Place: Chennai
Date: October 24, 2025

Y Krishnamoorthy
Chief Financial Officer

Axles India Limited

Statement of Changes in Equity for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

A. Equity Share Capital

	Notes	
As at 1 April 2024	10(a)	25.49
Changes in equity share capital		-
As at 31 March 2025		25.49
As at 1 April 2025	10(a)	25.49
Changes in equity share capital		-
As at 30 September 2025	10(a)	25.49

B. Other Equity

Particulars	Reserves and Surplus		Other Reserves Cash flow hedging reserve	Total
	General Reserve	Retained Earnings		
As at 1 April 2024	0.79	248.75	-	249.53
Profit for the year	-	68.70	-	68.70
Other comprehensive income	-	(0.44)	-	(0.44)
Total comprehensive income for the year	-	68.26	-	68.26
Transactions with owners in their capacity as owners:				
Dividend	-	(35.68)	-	(35.68)
As at 31 March 2025	0.79	281.33	-	282.12
As at 1 April 2025	0.79	281.33	-	282.12
Profit for the year	-	33.73	-	33.73
Other comprehensive income	-	(0.12)	-	(0.12)
Total comprehensive income for the year	-	33.61	-	33.61
Transactions with owners in their capacity as owners:				
Dividend	-	(10.19)	-	(10.19)
As at 30 September 2025	0.79	304.75	-	305.54

The accompanying notes are an integral part of these financial statements.

This is the Statement of changes in equity referred to in our report of even date.

Axles India Limited

Madhavan V Digitally signed by Madhavan V
Date: 2025.10.24 10:22:08 +05'30'

V Madhavan
Managing Director
DIN-07548156

Y Krishnamoorthy Digitally signed by Y Krishnamoorthy
Date: 2025.10.24 10:22:29 +05'30'

Y Krishnamoorthy
Chief Financial Officer

Place: Chennai
Date: October 24, 2025

Axles India Limited
Notes to financial statements as at and for the year ended 30 Sep 2025
(All amounts in INR Crores, unless otherwise stated)

1. Background

Axles India Limited (the 'Company') is engaged in manufacturing of Axle housings to automobile companies. The Company has its manufacturing plants in Sriperumbudur and Cheyyar, Tamil Nadu, India and sells primarily in India and United States. The Company is an unlisted public limited Company.

Basis of preparation

1.1 Compliance with Ind AS

The financial statements comply in all material aspects with the Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 (the Act) [Companies (Indian Accounting Standards) Rules, 2015] and other relevant provisions of the Act.

1.2 Historical cost convention

The financial statements have been prepared on a historical cost basis, except certain financial assets and liabilities (including derivative instruments) measured at fair value and defined benefit plans - plan assets measured at fair value.

1.3.1 New and amended standards adopted by the Company

The Ministry of Corporate Affairs vide notification dated 9 September 2024 and 28 September 2024 notified the Companies (Indian Accounting Standards) Second Amendment Rules, 2024 and Companies (Indian Accounting Standards) Third Amendment Rules, 2024, respectively, which amended/ notified certain accounting standards (see below), and are effective for annual reporting periods beginning on or after 1 April 2024:

- Insurance contracts - Ind AS 117; and
- Lease Liability in Sale and Leaseback – Amendments to Ind AS 116

These amendments did not have any material impact on the amounts recognised in prior periods and are not expected to significantly affect the current or future periods.

2. Critical estimates and judgements

The preparation of financial statements requires the use of accounting estimates which, by definition, will seldom equal the actual results. Management also needs to exercise judgement in applying the Company's accounting policies.

This note provides an overview of the areas that involved a higher degree of judgement or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgements is included in relevant notes together with information about the basis of calculation for each affected line item in the financial statements. In addition, this note also explains where there have been actual adjustments this year as a result of changes to previous estimates.

In particular, information about significant areas of estimation, uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amounts recognised in the financial statements are included in the following notes:

- Note 13: Provision for employee benefits
- Note 12: Provision for warranty

Estimates and judgements are continually evaluated. They are based on historical experience and other factors, including expectations of future events that may have a financial impact on the Company and that are believed to be reasonable under the circumstances.

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025
(All amounts in INR Crores, unless otherwise stated)

3. Property, plant and equipment (including Capital Work in progress)

Accounting Policy

Freehold land is carried at historical cost. All other property, plant and equipment is recognised at historical cost less depreciation.

Depreciation methods, estimated useful lives and residual value

Depreciation is calculated using the straight-line method to allocate the cost of the assets, net of their residual values, over their estimated useful lives as follows:

Estimated useful life of assets are as follows which is based on technical evaluation of the useful lives of the assets:

Particulars	Useful life in years	Useful life of the asset as
Buildings	30	30
Plant & Machinery - Electrical installations	10	10
Plant & Machinery - others	15*	15*
Furniture and fixtures	3-10	10
Vehicles	8	8
Computer hardware	3	3

* The useful life disclosed pertains to single shift usage. Where the assets are operated on multiple shifts, the depreciation will be adjusted for shift factor as prescribed under Schedule II of the Companies Act, 2013.

The residual values are not more than 5% of the original cost of the asset.

Particulars	Freehold land	Freehold buildings	Furniture and fittings	Plant and machinery	Computers	Vehicles	Total	Capital Work-in-progress
Year ended 31 March 2025								
Gross carrying amount								
Opening gross carrying amount	0.15	15.71	1.72	119.90	1.57	0.15	139.20	7.59
Additions	-	1.73	-	4.35	0.17	0.53	6.78	39.32
Disposals / Adjustments	-	-	-	-	-	-	-	(6.95)
Gross carrying amount as at 31 March 2025	0.15	17.44	1.72	124.25	1.74	0.68	145.98	39.96
Accumulated Depreciation								
Opening accumulated depreciation	-	5.55	1.00	69.37	0.72	0.06	76.70	-
Depreciation charge during the year	-	0.72	0.22	10.15	0.29	0.06	11.44	-
Disposals	-	-	-	-	-	-	-	-
Accumulated depreciation as at 31 March 2025	-	6.27	1.22	79.52	1.01	0.12	88.14	-
Net carrying amount as at 31 March 2025	0.15	11.17	0.50	44.73	0.73	0.56	57.84	39.96
Year ended 31 March 2026								
Gross carrying amount								
Opening gross carrying amount	0.15	17.44	1.72	124.25	1.74	0.68	145.98	39.96
Additions	-	23.73	-	21.63	0.04	-	45.40	7.06
Disposals / Adjustments	-	-	-	-	-	-	-	(45.40)
Gross carrying amount as at 30 Sep 2025	0.15	41.17	1.72	145.88	1.78	0.68	191.38	1.62
Accumulated Depreciation								
Opening accumulated depreciation	-	6.27	1.22	79.52	1.01	0.12	88.14	-
Depreciation charge during the year	-	0.67	0.10	5.42	0.16	0.04	6.39	-
Disposals	-	-	-	-	-	-	-	-
Accumulated depreciation as at 30 Sep 2025	-	6.94	1.32	84.94	1.17	0.16	94.53	-
Net carrying amount as at 30 Sep 2025	0.15	34.23	0.40	60.94	0.61	0.52	96.85	1.62

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

4. Intangible assets

Accounting policy

Intangible assets are stated at cost of acquisition or construction less accumulated depreciation less accumulated impairment, if any.

Amortisation and estimated useful lives

Intangible assets with a finite useful life using the straight-line method over the contractual period of license or 5 year period whichever is less.

Particulars	Computer Software - Acquired
Year ended 31 March 2025	
Gross carrying amount	
Opening gross carrying amount	1.50
Additions	0.17
Gross carrying amount as at 31 March 2025	1.67
Accumulated Amortisation	
Opening accumulated depreciation	1.19
Amortisation charge for the year	0.10
Accumulated amortisation as at 31 March 2025	1.29
Net carrying amount	0.38
Year ended 31 March 2026	
Gross carrying amount	
Opening gross carrying amount	1.67
Additions	0.00
Gross carrying amount as at 30 Sep 25	1.67
Accumulated Amortisation	
Opening accumulated depreciation	1.29
Amortisation charge for the year	0.05
Accumulated amortisation as at 30 Sep 2025	1.34
Net carrying amount	0.33

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

5. Financial assets

Accounting policy

(i) Classification of financial assets at amortised cost

The Company classifies its financial assets at amortised cost only if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cash flows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest

Financial assets classified at amortised cost comprise trade receivables, loans, Security Deposits and bonds.

(ii). Financial assets at Fair Value through Other Comprehensive Income (FVOCI)

Financial assets at fair value through other comprehensive income (FVOCI) comprise:

- Equity securities (listed and unlisted) which are not held for trading, and for which the Company has irrevocably elected at initial recognition to recognise changes in fair value through OCI rather than profit or loss.
- Debt securities where the contractual cash flows are solely principal and interest and the objective of the Company's business model is achieved both by collecting contractual cash flows and selling financial assets. There are currently no assets classified as FVOCI.

(iii) Classification of financial assets at fair value through profit or loss

The Company classifies the following financial assets at fair value through profit or loss (FVPL):

- debt investments (bonds, debentures and mutual funds) that do not qualify for measurement at either amortised cost or FVOCI,
- equity investments that are held for trading, and
- equity investments for which the entity has not elected to recognise fair value gains and losses through OCI.

Derivatives

Derivatives are only used for economic hedging purposes and not as speculative investments. However, where derivatives do not meet the hedge accounting criteria, they are classified as 'held for trading' for accounting purposes and are accounted for at FVPL. They are presented as current assets or liabilities to the extent they are expected to be settled within 12 months after the end of the reporting period.

5(a) Non-current investments

Particulars	As at 30 Sep 2025	As at 31 March 2025
Investments in equity instruments (measured at fair value)		
Unquoted, fully paid		
Dalavaipuram Renewables Private Limited		
2,53,77,610 Equity shares face value of INR 10/- each	2.54	1.51
Investments in bonds (measured at amortised cost)		
500 units of NHAI bonds at face value of INR 10,000 (5% interest p.a)	0.50	0.50
Total	3.04	2.01
Total non-current investments	3.04	2.01
Aggregate amount of quoted investments	-	-
Aggregate market value of quoted investments	-	-
Aggregate amount of unquoted investments	3.04	2.01
Aggregate amount of impairment in the value of investments	-	-

5(b) Trade receivables

Accounting policy

Trade receivables are amounts due from customers for goods sold or services performed in the ordinary course of business and reflects Company's unconditional right to consideration (that is, payment is due only on the passage of time). Trade receivables are recognised initially at the transaction price as they do not contain significant financing components. The Company holds the trade receivables with the objective of collecting the contractual cash flows and therefore measures them subsequently at amortised cost using the effective interest method, less loss allowance.

For trade receivables and contract assets, the Company applies the simplified approach required by Ind AS 109, which requires expected lifetime losses to be recognised from initial recognition of the receivables.

Particulars	As at 30 Sep 2025	As at 31 March 2025
Trade receivables	183.09	202.58
Total receivables	183.09	202.58
Current portion	183.09	202.58
Non-current portion	-	-

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

Break-up of security details

Particulars	As at 30 Sep 2025	As at 31 March 2025
Trade receivables considered good - Secured	-	-
Trade receivables considered good - Unsecured	183.09	202.58
Trade receivables which have significant increase in credit risk	-	-
Trade receivables credit impaired	-	-
Total trade receivables	183.09	202.58

5(c) Loans - current

Particulars	As at 30 Sep 2025	As at 31 March 2025
Unsecured, considered good		
Loan to employees	0.86	0.54
Total loans	0.86	0.54

5(d)(i) Cash and cash equivalents

Particulars	As at 30 Sep 2025	As at 31 March 2025
Cash on hand	*	*
Balances with banks		
- in current accounts	50.96	10.28
Total cash and cash equivalents	50.96	10.28

There are no repatriation restrictions with regard to cash and cash equivalents as at the end of the reporting period and prior period.

* The amounts are below the rounding off threshold adopted by the Company.

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

5(d)(ii) Bank balances other than above

Particulars	As at	
	30 Sep 2025	31 March 2025
Other bank balances		
- Earmarked funds - unpaid dividend accounts (Refer note 15(b))	0.28	0.28
Total bank balances other than above	0.28	0.28

5(e) Other financial assets

Particulars	As at 30 Sep 2025		As at 31 March 2025	
	Current	Non-current	Current	Non-current
Security deposits	-	3.64	-	3.87
Total other financial assets	-	3.64	-	3.87

6. Other non-current assets

Particulars	As at	
	30 Sep 2025	31 March 2025
Advance for capital goods	-	2.08
Total other non-current assets	-	2.08

7. Inventories (net of provisions)

Accounting Policy

The costs of individual items of inventory are determined on a weighted average basis. Volume rebates or discounts are taken into account when estimating the cost of inventory if it is probable that they have been earned and will take effect.

Particulars	As at	
	30 Sep 2025	31 March 2025
Raw materials and components	49.87	54.91
Work-in-progress	13.16	13.75
Tools (including in progress)	13.81	12.11
Finished goods*	85.91	93.05
Stores and spares	1.78	3.90
Loose tools	0.71	0.82
Total inventories	165.24	178.54

Current Tax liabilities (net of advance tax)

Particulars	As at	
	30 Sep 2025	31 March 2025
Opening Balance (Asset position)	0.78	(1.86)
Add: (Tax paid) / refund during the year	(8.84)	(22.28)
Less: Tax payable during the year	11.27	24.92
Closing Balance *	3.21	0.78

9. Other current assets

Particulars	As at	
	30 Sep 2025	31 March 2025
Advance to vendors	0.31	0.79
Prepaid expenses	0.48	0.27
Other receivables including balance with government authorities	10.63	11.00
Total other current assets	11.42	12.06

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

10(a) Equity share capital

Particulars	Number of shares (in numbers)	Amount
Authorised Equity Share Capital		
As at 1 April 2024	2,60,00,000	26.00
Increase during the year	-	-
As at 31 March 2025	2,60,00,000	26.00
Increase during the year	-	-
As at 30 Sep 2025	2,60,00,000	26.00

(i) Movements in equity share capital (Subscribed and paid up)*

Particulars	Number of shares (in numbers)	Amount
As at 1 April 2024	2,54,90,646	25.49
Increase during the year	-	-
As at 31 March 2025	2,54,90,646	25.49
Increase during the year	-	-
As at 30 Sep 2025	2,54,90,646	25.49

* Includes 6,236 (31 March 2024 - 6,236) forfeited shares on which amount paid up amounts to INR 0.01 (31 March 2024 - INR 0.01)

Terms and rights attached to equity shares

The Company has only one class of equity shares having a par value of INR 10 per share. Each shareholder is eligible for one vote, either in person or by proxy, per share held. The dividend proposed by the board of directors is subject to the approval of shareholders in ensuing Annual General Meeting, except in case of interim dividend. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all the preferential amounts, in proportion to their shareholding.

(ii) Details of shareholders holding more than 5% shares in the Company

Particulars	As at 30 Sep 2025		As at 31 March 2025	
	Number of shares	% holding	Number of shares	% holding
Sundaram Finance Holdings Limited	1,60,49,962	62.98%	98,91,754	38.81%
Wheels India Limited	31,89,194	12.51%	24,24,661	9.51%
Forge 2000 Private Limited.	53,93,674	21.17%	-	-
Dana Global Products Inc.,	-	-	1,23,16,415	48.32%

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

10(b). Reserves and surplus		
Particulars	As at 30 Sep 2025	As at 31 March 2025
General Reserve	0.79	0.79
Retained Earnings	304.75	281.33
Total reserves and surplus	305.54	282.11

(i) General reserve		
Particulars	As at 30 Sep 2025	As at 31 March 2025
Opening balance	0.79	0.79
Appropriations during the year	-	-
Closing balance	0.79	0.79

(ii) Retained earnings		
Particulars	As at 30 Sep 2025	As at 31 March 2025
Opening balance	281.33	248.75
Profit for the year	33.73	68.70
Other Comprehensive income arising from the remeasurement of defined benefit obligation (net of tax)	(0.12)	(0.44)
Dividend	(10.19)	(35.68)
Closing balance	304.75	281.33

Nature and purpose of reserves

Retained earnings

Represents accumulated profits after distribution of dividend. These reserves are available for distribution.

General Reserve

The general reserve is a free reserve, retained from Company's profits and can be utilized upon fulfilling certain conditions in accordance with the Companies Act.

Cash flow hedging reserve

The cash flow hedging reserve is used to recognise the effective portion of gains or losses on derivatives that are designated and qualify as cash flow hedges, as

11(a). Non-current borrowings					
Particulars	Maturity date	Terms of repayment	Coupon / Interest rate	As at 30 Sep 2025	As at 31 March 2025
Secured					
Term Loans					
From a Bank	31 Aug 2027	Quarterly Repayment after one year moratorium from the date of first drawal	3 Months MCLR	11.54	14.43
Total non-current borrowings				11.54	14.43
Less: current maturity of long-term debt (included in note no.11(b))				5.73	5.73
Less: interest accrued (included in note no.11(b))				0.08	0.11
Non-current borrowings (as per balance sheet)				5.73	8.59

Non-current borrowings are secured by a first charge on Plant and machinery of the Company.

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

11(b). Current borrowings					
Particulars	Maturity date	Terms of repayment	Coupon / Interest rate	As at 30 Sep 2025	As at 31 March 2025
Loan repayable on demand					
Secured					
<i>From Banks</i>					
Packing credit in Indian Rupee	175 days from disbursement date	Payable on maturity	5.86% - 6.29%	-	-
Unsecured					
<i>From Banks</i>					
Bills discounted with Banks	2 months from invoice date	Payable on maturity	NA	29.58	35.75
Current maturities of long term borrowings*				5.81	5.84
Total current borrowings				35.39	41.59

The current borrowings are secured by a first charge on current assets of the Company and second charge on Plant and machinery of the Company.

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

11(c). Trade Payables

Particulars	As at 30 Sep 2025	As at 31 March 2025
Current		
(a) Total outstanding dues to micro enterprises and small enterprises (Refer note 32) and	5.40	7.42
(b) Total outstanding dues of creditors other than micro enterprises and small enterprises	98.36	110.48
Total trade payables	103.76	117.90

11(d). Other financial liabilities - Current

	As at 30 Sep 2025	As at 31 March 2025
Capital creditors	0.72	1.11
Due to director	0.30	0.60
Due to employees	4.58	6.70
Total other financial liabilities	5.60	8.41

12. Provisions - Current

	As at 30 Sep 2025	As at 31 March 2025
Provision for warranty	12.27	10.45
Total Provisions	12.27	10.45

Information about individual provisions and significant estimates

Provision for Warranty

Provision is made for estimated warranty claims in respect of products sold which are still under warranty at the end of the reporting period. These claims are expected to be settled over the warranty period which ranges upto 48 months. However, since the Company does not have an unconditional right to defer the settlement for atleast twelve months after the reporting period, these have been presented under current liability. Management estimates the provision based on historical warranty claim information and any recent trends that may suggest future claims could differ from historical amounts.

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

13. Employee benefit obligations

	As at 30 Sep 2025			As at 31 March 2025		
	Current	Non-Current	Total	Current	Non-Current	Total
Leave obligations	4.25	-	4.25	4.60	-	4.60
Gratuity	0.60	1.43	2.03	1.09	0.35	1.44
Total employee benefit obligations	4.85	1.43	6.28	5.69	0.35	6.04

Axles India Limited**Notes to financial statements as at and for the year ended 30 Sep 2025***(All amounts in INR Crores, unless otherwise stated)***14. Deferred tax Asset (Net)**

The balance comprises temporary differences attributable to:

Particulars	As at	As at
	30 Sep 2025	31 March 2025
Property, Plant and equipment and Intangibles - Depreciation	(0.39)	(0.32)
Others - expenses to be allowed on payment basis as per the provisions of Income Tax Act, 1961	1.25	1.24
Total Deferred Tax Assets (net)	0.86	0.92

15 (a). Other non-current liabilities

Particulars	As at	As at
	30 Sep 2025	31 March 2025
Deferred revenue	10.28	10.88
Total other non-current liabilities	10.28	10.88

15(b). Other current liabilities

Particulars	As at	As at
	30 Sep 2025	31 March 2025
Deferred revenue	2.00	2.00
Liability towards CSR	-	1.19
Unclaimed dividend *	0.28	0.28
Statutory dues	0.91	1.54
Trade deposits	0.14	0.13
Advance from customers	1.31	1.37
Total other current liabilities	4.64	6.51

* There is no amount which has fallen due as at Balance sheet date to be credited to Investor Education and Protection Fund. The unclaimed dividend portion is kept separately in earmarked bank accounts. Refer note 5(d)(ii).

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

16. Revenue from operations

Revenue is recognised when the performance obligations are satisfied and the control of the product is transferred, being when the goods are delivered as per the relevant terms of the contract at which point in time the Company has a right to payment for the asset, customer has possession and legal title of the asset, customer bears significant risk and rewards of ownership and the customer has accepted the asset or the Company has objective evidence that all criteria for acceptance have been satisfied.

Payment for the sale is made as per the credit terms in the agreements with the customers. The credit period is generally short term, thus there is no significant financing component.

The Company's contracts with customers does not provide for any right to returns, refunds or similar obligations. The Company's obligation to repair or replace faulty products under standard warranty terms is recognised as a provision, see note 12.

The Company's contracts with customers also contain an element of variable consideration for increase/ decrease in input costs and also provide for volume/ value based rebates. Revenue from these sales is recognised based on the price specified in the contract duly adjusted for the said variable considerations. Accumulated experience is used to estimate and provide for the above variable consideration, using the expected value method, and revenue is only recognised to the extent that it is highly probable that a significant reversal will not occur.

The Company also sells tools to its customers that are to be used in the manufacturing of Axle housings. The Company has assessed that the sale of such tools do not constitute a distinct good (since the customer will not be able to derive the benefit from the tool on its own or together with other readily available resources) and the tool is used to customise the production of axle housing which is also promised within the contract. Consequently, the Company recognises revenue on such tools over the period of transfer of the axle housings produced using the tool. The amounts invoiced to customers pertaining to such tools are recognised as contract liabilities and amortised over the period of transfer of control of the individual axle housing. The tools so produced are reflected within inventory and amortised over the period of transfer of control of the individual axle housing.

Income from service

Revenue is recognised on a time proportionate basis in the accounting period in which the services are rendered as the customer simultaneously receives and consumes the benefits as the obligations are performed. Payment for the services provided are received as per the credit terms as agreed with the customers. The credit period is generally short term, and thus there is no significant financing component.

Particulars	Period ended	Period ended
	30 Sep 2025	30 Sep 2024
Sale of products	388.12	396.11
Sale of services	1.49	1.46
Other operating revenue (Refer note 16.6)	20.44	23.16
Total revenue	410.05	420.73

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

17. Other income and other gains/(losses)

(a) Other income

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Interest income on bank deposits	0.70	0.24
Interest income on bonds	0.01	0.04
Total other income	0.72	0.28

(b) Other gains/(losses)

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Net gain on disposal of property, plant and equipment	*	-
Net foreign exchange gain	2.89	0.62
Total other gains/(losses)	2.89	0.62

* The amounts are below the rounding off threshold adopted by the Company.

18(a). Cost of materials consumed

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Raw materials at the beginning of the year	54.91	62.91
Add: Purchases	229.67	229.05
Less: Raw materials at the end of the year	49.87	51.00
Total cost of material consumed	234.71	240.96

18(b). Changes in inventories of Work-in-progress and Finished Goods

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Opening Balance		
Work-in-progress	13.75	11.70
Finished goods	93.05	120.54
Total opening balance	106.80	132.24
Closing balance		
Work-in-progress	13.16	10.40
Finished goods	85.91	112.97
Total closing balance	99.07	123.37
Total changes in inventories of work-in-progress and finished goods	7.73	8.87

19. Employee benefit expenses

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Salaries, wages and bonus	40.23	38.13
Contribution to provident fund and other funds	1.85	1.64
Gratuity (refer note 13)	0.50	0.46
Staff welfare expenses	3.47	3.46
Total employee benefit expenses	46.05	43.69

20. Depreciation and amortisation expense

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Depreciation of Property, plant and equipment	6.39	6.03
Amortisation of Intangible assets	0.05	0.05
Total depreciation and amortisation expense	6.44	6.09

Axles India Limited

Notes to financial statements as at and for the year ended 30 Sep 2025

(All amounts in INR Crores, unless otherwise stated)

21. Other expenses

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Consumption of stores, spares and tools	10.93	9.91
Power and fuel	9.98	9.93
Rent including lease rentals	3.54	4.27
Rates and taxes excluding tax on income	0.34	0.31
Repairs		
Building	1.32	1.45
Plant & machinery	4.20	4.92
Others	0.41	0.33
Insurance	0.48	0.64
Packing and carriage outwards	32.47	32.38
Directors' sitting fees	0.04	0.04
Payments to auditors (refer note 21(a) below)	0.20	0.30
Expenditure on Corporate Social Responsibilities (Refer note 21(b) below)	0.15	-
Miscellaneous expenses	9.08	8.25
Total other expenses	73.14	72.73

Note 21(a): Details of payments to auditors

Payment to auditors

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
As auditor:		
Audit fee	0.18	0.15
Other services	0.03	0.03
Reimbursement of expenses	-	0.13
Total payments to auditors	0.20	0.30

22. Finance costs

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Interest expense	0.49	0.66
Total finance cost	0.49	0.66

23. Income tax expense

Particulars	Period ended 30 Sep 2025	Period ended 30 Sep 2024
Current tax on profits for the year	11.31	12.27
Decrease in deferred tax liabilities	0.06	(0.05)
Total income tax expenses	11.37	12.22

(a) Reconciliation of tax expense and the accounting profit multiplied by India's tax rate:

Profit before income tax expenses	45.10	48.64
Tax at the Indian tax rate of 25.17% (Previous year 25.17%)	11.35	12.24
Tax effects of amounts which are not deductible (taxable) in calculating taxable income:		
- Corporate social responsibility expenditure	0.04	-
- Other items	(0.02)	(0.02)
Income tax expenses	11.37	12.22

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Annexure F

S P V R AND ASSOCIATES
CHARTERED ACCOUNTANTS

New No.27, Old No.14,
7th Lane Shastri Nagar
Adyar, Chennai 600 020

INDEPENDENT AUDITOR'S REPORT

To the members of FORGE 2000 PRIVATE LIMITED

Report on the Ind AS Financial Statements

Opinion

We have audited the accompanying financial statements of FORGE 2000 PRIVATE LIMITED ("the Company"), which comprise the Balance Sheet as at 31 March 2025, the Statement of Profit and Loss, the Statement of Changes in Equity and the Statement of Cash Flows for the year then ended, and a summary of the material accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Companies Act 2013 ("The Act") in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the act, read with the Companies (Indian Accounting Standards) Rules 2015 as amended ("Ind AS") and other accounting principles generally accepted in India, of the state of affairs of the Company as at 31 March 2025, and its profit and total comprehensive income, changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing("SA") specified under Section 143(10) of the Act. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India (ICAI) together with the independence requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules made thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

For Forge 2000 Private Limited


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CHARTERED ACCOUNTANTS

New No.27, Old No.14,
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Adyar, Chennai 600 020

Information Other than the Financial Statements and Auditor's Report Thereon

The Company's Board of Directors is responsible for the preparation of the other information. The other information comprises the information included in the Board's Report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained during the course of our audit or otherwise appears to be materially misstated.

When we read the Annual Report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate action as applicable under the relevant laws and regulations.

Responsibilities of Management and those charged with Governance for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Act with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

For Forge 2000 Private Limited


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In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal financial controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(g) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty

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exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.



For Forge 2000 Private Limited


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Report on Other Legal and Regulatory Requirements

- 1) As required by the Companies (Auditor's Report) Order, 2020 ("the Order") issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, we give in "Annexure A" to this Report, a statement on the matters specified in para 3 and 4 of the said Order.
- 2) As required by Section 143 (3) of the Act, we report that:
 - (a) we have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;
 - (b) in our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;
 - (c) the Balance Sheet, the Statement of Profit and Loss, the Statement of Changes in Equity and the Statement of Cash Flows dealt with by this report are in agreement with the books of account;
 - (d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under including the Accounting Standards specified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015;
 - (e) On the basis of the written representations received from the directors as on 31 March 2025 taken on record by the Board of Directors, none of the directors is disqualified as on 31 March 2025 from being appointed as a director in terms of Section 164 (2) of the Act;
 - (f) The reporting regarding adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, is not applicable to the Company.
 - (g) The Company has not paid any remuneration to Directors. Hence this clause is not applicable.

For Forge 2000 Private Limited


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(b) with respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

- i. the Company has no pending litigations as on the balance sheet date;
- ii. the Company does not have any long-term contracts including derivative contracts, for which there were any material foreseeable losses;
- iii. there were no amounts which were required to be transferred to the Investor Education and Protection fund by the Company;

iv. a) The management has represented that, to the best of its knowledge and belief, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the company to or in any other person(s) or entity(ies), including foreign entities ("Intermediaries"), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, whether, directly or indirectly lead or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries

b) the management has represented, that, to the best of its knowledge and belief, no funds have been received by the company from any person(s) or entity(ies), including foreign entities ("Funding Parties"), with the understanding, whether recorded in writing or otherwise, that the company shall, whether, directly or indirectly, lead or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries; and

c) Based on such audit procedures that we considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause a and b contain any material misstatement.

vi) The Dividend declared and paid during the year by the company is in compliance with section 123 of the Act.

For Forge 2000 Private Limited


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CHARTERED ACCOUNTANTS

New No.27, Old No.14,
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Adyar, Chennai 600 020

vi) Based on our examination which included test checks, the company has used an accounting software for maintaining its books of account which has a feature of recording audit trail (edit log) facility and the same has operated throughout the year for all relevant transactions recorded in the software. Further, during the course of our audit we did not come across any instance of audit trail feature being tampered with. Additionally, the audit trail has been preserved by the company as per the statutory requirements for record retention

For S P V R AND ASSOCIATES
Chartered Accountants,
Firm Reg No. 016918S

M. Shenbagapriya

M. Shenbagapriya
Partner
Membership No.212806
UDIN: 25212806BMOTWU2461

Place: Chennai
Date: 13-05-2025



For Forge 2000 Private Limited

[Signature]
Authorised Signatory

ANNEXURE 'A' TO THE INDEPENDENT AUDITOR'S REPORT

With reference to the Annexure A referred to in paragraph 1 under the heading "Report on other Legal and Regulatory Requirements" of the Independent Auditor's report to the members of Forge 2000 Private Limited on the Financial Statements for the year ended 31 March 2025, we report that:

- (i) (a) (A) The Company is maintaining proper records showing full particulars, including quantitative details and situation of Property, Plant and Equipment and relevant details of Right of Use Assets.
- (B) The company is maintaining proper records showing full particulars of Intangible Assets
- (b) Property, Plant and Equipment have been physically verified by the management at reasonable intervals and no material discrepancies were noticed on such verification. In our opinion, the frequency of verification is reasonable.
- (c) The title deeds of immovable properties (other than properties where the Company is the lessee and the lease agreements are duly executed in favour of the lessee) are held in the name of the Company.
- (d) The Company has not revalued its Property Plant and equipment (including Right of Use Assets) or Intangible assets during the year.
- (e) Based on our examination of the Books of Accounts and other Records of the company and based on the information and explanation provided by the management, no proceedings has been initiated or pending against the company for holding any benami property under Benami Transactions (Prohibition) Act, 1988 and rules made thereunder.
- (ii) (a) The Management has conducted Verification of Inventory at reasonable intervals. In our opinion, the coverage and procedure of such verification is appropriate. There were no discrepancies arising out of such verification.
- (b) During the year, the company has not been sanctioned any working capital limits from banks or financial institution. Hence Clause 3(i)(b) of the order is not applicable.
- (iii) a) A) During the year, the company has not provided any guarantee or security or granted any loans or advances in the nature of loans, secured or unsecured, to companies, firms, Limited Liability Partnerships or any other parties. Hence Clause (iii)(a),(b),(c),(d),(e) and (f) of the order are not applicable.

For Forge 2000 Private Limited


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- b) Based on our examination of the Books of Accounts and other records of the Company and based on the information and explanation provided by the management, investments made are not prima facie prejudicial the Company's interest.
- (iv) In respect of investment made the Company has complied with the provisions of Section 186 of the Act. The Company has not granted any loans as envisaged under Section 185 and Section 186 of the Act.
- (v) The Company has not accepted any deposits within the meaning of sections 73 to 76 or any other relevant provisions of the Act and the rules framed thereunder.
- (vi) The maintenance of cost records has not been specified by the Central Government under sub-section (1) of section 148 of the Act, hence this paragraph of the order is not applicable.
- (vii) (a) The Company is generally regular in depositing undisputed statutory dues including Provident Fund, Employees State Insurance, Income Tax, Goods and service tax, Customs duty, Cess and other statutory dues with the appropriate authorities.
(b) The company has no unpaid statutory dues on account of any dispute.
- (viii) Based on our examination of books of accounts and other records of the company and based on information and explanation provided by the management, the company has not surrendered or disclosed any transaction not recorded in the books of accounts as income during the year in the tax assessments under the Income tax Act 1961
- (ix) Based on our examination of books and other records, the Company has not borrowed any monies from any lender. Hence clause ix (a), (b), (c), (d), (e) and (f) of the Order is not applicable
- (x) a) The Company has not raised monies by way of Initial Public Offer or Further Public Offer (including debt instruments) during the year.
b) The Company has not made any preferential allotment or private placement of shares or convertible debentures (fully, partly or optionally) during the year
- (xi) a) Based on our examination of the Books of Accounts and other Records of the company and based on the information and explanation provided by the management, no case of

For Forge 2000 Private Limited


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- fraud by the company and fraud on the company has been noticed or reported during this year.
- b) No report under sub section (12) of Section 143 of the Act in form ADT-1 was filed as prescribed under rule 13 of Companies (Audit and Auditors) Rules, 2014 with the Central Government
- c) The provisions regarding Whistle-blower under the Act are not applicable to the Company. Hence reporting under the clause (xi) (c) is not applicable
- (xii) The Company is not a Nidhi Company. Hence, clauses 3(xii)(a),(b),(c) of the Order are not applicable.
- (xiii) Constitution of Audit Committee is not applicable to the company as per section 177 read with rule 4(2)(b) of Companies (Appointment and Qualification of Directors) Rules,2014. The transactions with the related parties are in compliance with Section 188 of the Act, where applicable and the details have been disclosed in the Financial Statements as required by the applicable accounting standards.
- (xiv) a) The company has an Internal Audit System commensurate with the Size and Nature of its business
b) We have considered the Reports of Internal Auditors.
- (xv) According to the information and explanations given to us by the management, the Company has not entered into any non-cash transactions with directors or persons connected with the directors during the year.
- (xvi) a) The Company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934. Accordingly, reporting under clause 3 (xvi) of the Order does not arise.
b) The company has not conducted any Non-Banking Financial or Housing Finance activities, the provision of this clause is not applicable.
c) The company is not a Core Investment Company, hence reporting under clause 3(xvi)(c) is not applicable
d) Based on the information and explanations received from the management, there is no core investment Company within the Group (as defined in the Core Investment Companies (Reserve Bank) Directions, 2016) and accordingly reporting under clause 3(xvi)(d) of the Order is not applicable.
- (xvii) The company has not incurred cash losses during the year and in the immediately preceding financial year.

For Forde 2000 Private Limited


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**S P V R AND ASSOCIATES
CHARTERED ACCOUNTANTS**

New No.27, Old No.14,
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Adyar, Chennai 600 020

- (xviii) There has been no case of resignation of Statutory Auditor during the year.
- (xix) On the basis of our evaluation of financial ratios, ageing and expected dates of realization of financial assets and payment of financial liabilities, other information accompanying the financial statement and our knowledge of Board of Directors and Management plans, we are of the opinion that, no material uncertainty exists as on the date of Audit Report that company is capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date will get discharged by the Company as and when they fall due.
- (xx) The provisions of section 135 in respect of Corporate Social Responsibility Expenditure are not applicable to the company.
- (xxi) As the company is not required to prepare the consolidated financial statements as per section 129 read with second proviso to rule 6 of Companies (Accounts) Rules, 2014, the reporting under this clause is not applicable.

For S P V R AND ASSOCIATES
Chartered Accountants,
Firm Reg No. 016918S

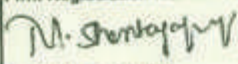


M. Shenbagapriya

M. Shenbagapriya
Partner
Membership No.212806
UDIN: 25212806BMOTWU2461

Place: Chennai
Date: 13-05-2025



For Forge 2000 Private Limited
[Signature]
Authorised Signatory

FORGE 2000 PRIVATE LIMITED					
BALANCE SHEET					
(All amounts are stated in Rs. Lakhs. unless otherwise stated)					
S.No	Particulars	Notes	As at 31st March		As at 1st April
			2025	2024	2023
ASSETS					
1	Non-Current Assets				
a)	Property, Plant and Equipment	2	882.86	951.80	1,079.93
b)	Capital Work- In-Progress		-	-	-
c)	Investment Property	3	44.60	44.60	44.60
d)	Intangible Assets	4	0.18	0.48	4.08
e)	Financial Assets				
i)	Investments	5	23.68	22.68	22.68
ii)	Other Financial Assets	6	154.01	98.22	18.96
f)	Other Non-Current Assets	7	31.59	36.09	0.36
	Total Non-Current Assets		1,136.91	1,153.86	1,170.59
2	Current Assets				
a)	Inventories	8	47.50	50.74	59.62
b)	Financial Assets				
i)	Trade receivables	9	129.24	95.76	362.89
ii)	Cash and Cash Equivalents	10	398.25	465.92	228.77
iii)	Other Financial Assets	6	15.36	23.23	1.22
c)	Other Current Assets	7	18.84	26.40	11.45
	Total Current Assets		609.20	663.05	663.95
	Total Assets		1,746.11	1,816.92	1,834.54
EQUITY AND LIABILITIES					
Equity					
a)	Equity Share Capital	11	200.00	200.00	40.00
b)	Other Equity	12	1,166.48	1,214.93	1,362.94
	Total Equity		1,366.48	1,414.93	1,402.94
Liabilities					
1	Non-Current Liabilities				
a)	Financial Liabilities				
i)	Lease Liabilities	13	94.95	113.44	134.86
ii)	Other Financial Liabilities	14	22.68	22.68	22.68
b)	Provisions	15	4.70	4.22	3.57
c)	Deferred Tax Liabilities (Net)	16	18.95	22.96	28.40
	Total Non Current Liabilities		141.28	163.30	169.50
2	Current Liabilities				
a)	Financial Liabilities				
i)	Lease Liabilities	13	18.40	21.42	18.85
ii)	Trade Payables	17	135.14	114.55	127.67
iii)	Other Financial Liabilities	14	-	-	-
b)	Other Current Liabilities	18	69.37	88.25	67.66
c)	Provisions	15	15.34	14.47	17.00
d)	Current Tax Liabilities (Net)	19	-	-	10.93
	Total Current Liabilities		238.35	236.68	242.10
	Total Equity and Liabilities		1,746.11	1,816.92	1,834.54
Material Accounting Policies and Key Accounting Estimates and Judgements 1					
The accompanying notes form an integral part of the financial statements					
As per our reports attached For SPVR AND ASSOCIATES Chartered Accountants Firm Registration No. 0169185					
					
M SHENBAGAPRIYA Partner Membership No. 212806		K SEKAR Director DIN 00419704		V NARASIMHAN Director DIN 00412631	
Chennai 13.05.2025					

For Forge 2000 Private Limited

FORGE 2000 PRIVATE LIMITED				
STATEMENT OF PROFIT AND LOSS				
(All amounts are stated in Rs. Lakhs, unless otherwise stated)				
S.No	Particulars	Notes	31st March	
			2025	2024
	Income			
I	Revenue from Operations	20	2,458.83	2,690.03
II	Other Income	21	37.20	28.64
III	Total Income		2,496.02	2,718.67
	IV Expenses			
	Employee Benefit Expenses	22	509.02	899.69
	Finance Cost	23	13.66	15.83
	Depreciation and Amortisation Expenses	2&3	122.02	158.04
	Other Expenses	24	1,382.12	1,488.65
	Total Expenses		2,427.42	2,560.21
V	Profit before Tax		68.61	158.46
VI	Tax Expenses	25		
	- Current Tax		17.82	50.44
	- (Excess)/Short tax provision for earlier years		(2.88)	-
	- Deferred Tax		(4.14)	(5.84)
			10.80	44.60
VII	Profit for the year		57.81	113.86
VIII	Other Comprehensive Income			
A	Items that will not be reclassified to profit or loss			
	Re-measurement of net defined benefit liability / asset		(0.67)	(1.46)
	Income Tax on above		(0.13)	(0.41)
B	Items that will be reclassified to profit or loss		-	-
IX	Total Other Comprehensive Income (Net of income tax)		(0.80)	(1.87)
	Earnings per share of face value ₹ 10 each			
	Basic and Diluted (in ₹)	26	2.89	5.09

As per our reports attached
For SPVR AND ASSOCIATES
Chartered Accountants
Firm Registration No. 016918S

M. Shenbagapriya
M SHENBAGAPRIYA
Partner
Membership No. 212806
Chennai
13.05.2025

K. Sekar
K SEKAR
Director
DIN 00419704

V. Narasimhan
V NARASIMHAN
Director
DIN 00412631

For Forge 2000 Private Limited
[Signature]
Authorized Signatory

FORGE 2000 PRIVATE LIMITED
STATEMENT OF CHANGES IN EQUITY

A. Equity Share Capital

Particulars	Amount in ₹ Lakhs
Balance as at April 1, 2023	40.00
Shares allotted subsequent to Bonus Issue*	160.00
Balance as at March 31, 2024	200.00
Balance as at April 1, 2024	200.00
Changes in equity share capital during the year	-
Balance as at March 31, 2025	200.00

*16,00,000 equity shares of Rs 10 each (fully paid) was allotted as bonus shares to the shareholders as approved by the shareholders in the Extraordinary General Meeting held on 25th January, 2024 by capitalising the general reserves.

B. Other Equity

₹ in Lakhs

Particulars	Reserves and Surplus			Items of Other Comprehensive Income	Total
	Securities Premium Reserve	General Reserve	Retained earnings	Re-measurement of net defined benefit (liability) / asset	
Balance as at April 1, 2023 (A)	10.00	547.74	805.20	-	1,362.94
Profit for the year	-	-	113.86	-	113.86
Other comprehensive income	-	-	-	(1.87)	(1.87)
Total comprehensive income for the year (B)	-	-	113.86	(1.87)	111.99
Dividends paid including tax paid thereon	-	-	(100.00)	-	(100.00)
Bonus shares issued during the year	-	(160.00)	-	-	(160.00)
Total (C)	-	(160.00)	(100.00)	-	(260.00)
Balance as at March 31, 2024 (A+B+C) = D	10.00	387.74	819.06	(1.87)	1,214.93
Profit for the year	-	-	57.81	-	57.81
Other comprehensive income	-	-	-	(0.80)	(0.80)
Total comprehensive income for the year (E)	-	-	57.81	(0.80)	57.01
Dividends paid (F)	-	-	(105.45)	-	(105.45)
Balance as at March 31, 2025 (D+E+F)	10.00	387.74	771.40	(2.67)	1,168.48

As per our reports attached
For SPVR AND ASSOCIATES
Chartered Accountants
Firm Registration No. 0169185

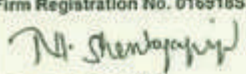

M. Shenbagapriya
M SHENBAGAPRIYA
Partner
Membership No. 212806

Chennai
13.05.2025

K. Senar *V. Narasimhan*
K SENAR V NARASIMHAN
Director Director
DIN 00419704 DIN 60412631

For Forge 2000 Private Limited

[Signature]
Authorised Signatory

FORGE 2000 PRIVATE LIMITED			
Statement of Cash flows for the year ended 31st March 2025			
(All amounts are stated in Rs. Lakhs, unless otherwise stated)			
Particulars	March 31,		
	2025	2024	
Net Profit Before Taxes		68.61	158.46
Adjustments for:			
Depreciation and Amortization Expense	122.62	156.04	
Interest Income - on FD	(28.97)	(25.81)	
Profit on Sale of Assets	(2.10)	-	
Finance Cost (Net)	13.66	15.83	
	<u>105.22</u>	<u>146.06</u>	<u>146.06</u>
Operation Profit Before Working Capital Changes		173.82	304.53
Adjustments for:			
Decrease/(Increase) in Inventories	3.24	8.88	
Decrease/(Increase) in Trade Receivables	(32.49)	266.14	
Decrease/(Increase) in Other Financial assets - Current	7.87	(22.01)	
Decrease/(Increase) in Other Financial assets - Non-Current	(6.45)	(30.72)	
Decrease/(Increase) in Other Current assets	7.56	(10.55)	
Decrease/(Increase) in Other Non-Current assets	-	(9.98)	
Increase/(Decrease) in Trade payables	20.59	(13.11)	
Increase/(Decrease) in Other Financial Liabilities - Current	-	-	
Increase/(Decrease) in Other Current Liabilities	(18.68)	20.59	
Increase/(Decrease) in Provisions - Current	0.68	(2.53)	
Increase/(Decrease) in Provisions and Other Financial Liabilities - Non-Current	0.48	0.66	
	<u>(17.20)</u>	<u>207.35</u>	<u>207.35</u>
Cash generated from operations		156.63	511.87
Income Tax paid (Net of refunds received)		(10.43)	(87.13)
Net Cash from Operating Activities (A)		146.19	424.75
Cash Flow from Investing Activities			
Purchase of Property, Plant and Equipment and Intangible Asset	(91.76)	(28.72)	
Sale of Property, Plant and Equipment and Intangible Asset	40.47	-	
Purchase of Chola Green Energy Private Limited Shares	(1.00)	-	
Interest on Fixed Deposit	28.97	25.81	
Increase in Fixed Deposit	(50.00)	(50.00)	
Net Cash Used in Investing Activities (B)		(73.32)	(52.92)
Cash Flow from Financing Activities			
Repayment of Principal Portion of Lease Liability	(21.42)	(18.85)	
Repayment of Interest Portion of Lease Liability	(13.66)	(15.83)	
Dividend Paid	(105.46)	(100.00)	
Net Cash used in Financing Activities (C)		(140.54)	(134.68)
Net Increase/(Decrease) in Cash Equivalents (A)+(B)+(C)		(67.67)	237.15
Opening Cash and Cash Equivalents		465.92	228.77
Closing Cash and Cash Equivalents		398.25	465.92
As per our reports attached			
For SPVR AND ASSOCIATES			
Chartered Accountants			
Firm Registration No. 0169185			
			
M SHENBAGAPRIYA	K SEKAR	V NARASIMHAN	
Partner	Director	Director	
Membership No. 212806	DIN 00419704	DIN 00412631	
Chennai			
13.05.2025			

For Forge 2000 Private Limited


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1. MATERIAL ACCOUNTING POLICY INFORMATION STATEMENT AND FIRST TIME ADOPTION OF INDAS.

1.1 COMPANY OVERVIEW: -

Forge 2000 Private Limited (the 'Company') is a private limited company domiciled in India with its registered office located at No. 67, Chamiers Road, Chennai - 600028. The Company manufactures S. Cam and Core, primarily for usage in Automobile Components and has its manufacturing located at Sholinghur, in the state of Tamilnadu.

MATERIAL ACCOUNTING POLICIES: -

a) General: -

These financial statements have been prepared in accordance with the Indian Accounting Standards (hereinafter referred to as the 'Ind AS') as notified by Ministry of Corporate Affairs pursuant to Section 133 of the Companies Act, 2013 read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) Amendment Rules, 2016. These financial statements for the year ended 31st March 2025 have been prepared for the first time under Ind AS.

For all periods upto and including the year ended 31st March 2024, the company prepared its financial statements in accordance with the accounting standards notified under Section 133 of the Companies Act, 2013 read together with paragraph 7 of the Companies (Accounts) Rules, 2014 (hereinafter referred to as "Previous GAAP") used for its statutory reporting requirement immediately before adopting Ind AS.

The financial statements for the year ended 31st March 2024 and the opening Balance Sheet as at 01st April, 2023 have been restated in accordance with Ind AS for comparative information. Reconciliation and explanations of the effect of transition from Previous GAAP to Ind AS on the Company's Balance Sheet, Statement of Profit and Loss and Statement of Cash Flows are provided in Note 1.2.

The financial statements have been prepared on the basis of going concern, under the historic cost convention and in accordance with generally accepted accounting principles. The accounting policies are applied consistently to all the periods presented in the financial statements, including the preparation of the opening Ind AS Balance as at 01st April, 2023 being "the date of transition to Ind AS".

All assets and liabilities have been classified as current or non-current as per the company's normal operating cycle and other criteria as set out in the Division II of Schedule III of the Companies Act, 2013. Based on the nature of products and the time between the acquisition of assets for processing and their realisation in cash or cash equivalents, the company has ascertained its operating cycle as twelve months for the purpose of classification of assets and liabilities as current or non-current.

b) Basis of Measurement: -

These financial statements are prepared under the historic cost convention unless otherwise indicated.

The financial statements are prepared in Indian Rupees (₹) and all values are rounded to the nearest lakhs, except where otherwise indicated

c) Property, Plant and Equipment and Depreciation: -

Property, Plant and Equipment are stated at acquisition cost net of accumulated depreciation and impairment losses, if any.

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For Forge 2000 Private Limited


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Cost comprises of its Purchase price including expenditure that is directly attributable to bringing the asset to its working condition for its intended use.

Depreciation has been provided as per Schedule II of the Companies Act, 2013, on Straight Line Method for all assets except Dies & Moulds for which the Written Down Value Method has been followed.

In respect of fixed assets costing less than Rs.5,000 each, full cost is written off as depreciation, irrespective of the date of addition.

The gains or losses arising on retirement or disposal of Property, Plant and Equipment are recognised in the Statement of Profit and Loss.

On transition to Ind AS, the company has elected to continue with the carrying value of all of its Property, Plant and Equipment recognised as of 1st April 2023 (the transition date) measured as per Previous GAAP and use such Carrying value as its deemed cost of the Property, Plant and Equipment.

d) Leases

All outstanding leases as on the date of transition have been recognized as per the Modified Retrospective method. Lease Liability is measured at the present value of the remaining lease payments, discounted at incremental borrowing rate as on the date of transition. Right of use on leased assets is measured at an amount equal to the Lease liability, adjusted by the amount of any prepaid or accrued lease payments. For all leases entered into subsequently, Lease liability is measured on the lease commencement date, on a similar basis as mentioned above. Right of use on leased asset is measured at the value of lease liability, adjusted for (i) prior lease payments, (ii) lease incentives, (iii) initial direct costs incurred by lessee, (iv) estimated removal or dismantling cost of the underlying asset. After the commencement date, the amount of lease liability is measured by adding the amount of interest cost and reducing the amount of lease payments to the value of lease liability. The amount of Right of use on lease asset is depreciated over the lease term on a straight-line basis. Short term leases are not considered for lease accounting under IND AS 116.

The Company's leased out assets are in the nature of operating leases and lease payments received are recognized as income on accrual basis during the lease term.

e) Revenue Recognition

Service revenues are recognised when services are rendered in accordance with the specific term of contract and when collectability of the resulting receivable is reasonably assured.

Interest income is recognised on time proportion basis.

f) Employee benefits: -

The company has followed Ind AS 19 in respect of employee benefit.

Brief Description of the Plan:

- **Provident Fund:**
The company has schemes for long term benefits such as Provident Fund, Gratuity and Leave encashment. In case of Provident Fund (defined contribution plan) the fund is administered by statutory authority and recognised by the Income Tax Authorities. In respect of Provident Fund scheme, the company has no further obligation beyond making the contribution.
- **Gratuity:**
The company provides for benefits in the form of gratuity at the time of retirement, death, incapacity, or termination of employment. Liabilities are determined by actuarial valuation on the Balance sheet

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For Forgas 2000 Private Limited


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date based on Projected Unit Credit Method. The fund is administered by Life Insurance Corporation of India.

Defined benefit Costs comprises of:

- Service Cost (including Current Service Cost, Past Service Cost, as well as gains and losses on curtailments and settlements)
- Net Interest expense or Income
- Re-measurement

The Company presents the first two Components of the defined benefit cost in the statement of Profit and Loss.

Re-measurement of Net Defined Benefit Liability/ Asset pertaining to Gratuity comprising of actuarial gain or (Losses) is recognised in the Other Comprehensive Income in the period in which they occur.

Re-measurement recognised in Other Comprehensive Income is reflected immediately in retained earnings and is not reclassified to Profit or Loss.

• **Leave Encashment:**

Liability in respect of Leave encashment (defined benefit plan) are determined based on actuarial valuation.

g) **Financial Instruments**

• **Financial Assets:**

The financial assets are initially measured at Fair Value. Transaction costs that are directly attributable to the acquisition of financial assets are added to the Fair Value of financial assets on initial recognition.

In other cases, the transaction costs are recognised in the statement of Profit and Loss.

Financial assets other than investments and derivative instruments are subsequently measured at:

- Amortised Cost
- Fair Value through the Statement of Profit and Loss
- Fair Value through the Other Comprehensive Income

Trade Receivables and Loans:

Trade receivables are initially recognised at fair value. Subsequently these assets are held at amortised cost, using Effective Interest Rate (EIR) method net of any expected credit losses. The EIR is the rate that discounts estimate future cash income through expected life of financial instrument

Investments:

Fair value changes on an equity instrument, mutual funds and alternative investment fund, is recognised in the Statement of Profit and Loss.

• **Financial Liabilities:**

Financial liabilities are initially measured at amortised cost, using Effective Interest Rate (EIR) method unless they are classified as fair value through Profit and Loss.

The EIR is the rate that exactly discounts estimated future cash payments through expected life of the financial liability.

For Forge 2000 Private Limited


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h) Inventories

Inventories of Stores and Spares are valued at cost (net of credit under Cenvat / GST scheme) on a weighted average basis.

i) Taxes on income

Tax expense is the aggregate amount included in the determination of Profit or Loss for the period in respect of current tax and deferred tax.

Current tax and deferred tax are recognised as income in the Statement of Profit and Loss, except when they relate to items that are recognised in the Other Comprehensive Income, in which case, the current and deferred tax income / expense are recognised in the Other Comprehensive Income.

Current tax:

Current tax is the amount of tax expected to be payable on the taxable income for the year and is determined in accordance with the provisions of the Income Tax Act 1961.

Current tax asset and liabilities are offset where the entity has a legally enforceable right to offset and intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.

Deferred tax:

Deferred tax is recognised on temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit under Income Tax Act, 1961.

Deferred tax asset are generally recognised for all deductible temporary differences to the extent it is probable that taxable profits will be available against which those deductible temporary differences can be utilised.

Deferred tax assets and liabilities are measured at the tax rates that have been enacted or substantively enacted by the end of reporting period and are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

j) Provisions and Contingent liabilities:

Provisions are recognised when the Company has a present obligation as a result of an event, and is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

Provisions are measured at the best estimate of the expenditure required to settle the present obligation at the Balance Sheet date, taking into account risks and uncertainties surrounding the obligation.

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle the obligation or a reliable estimate of the amount cannot be made.

For Forga 2000 Private Limited


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1.2 FIRST TIME ADOPTION OF INDAS

The adoption of Ind AS has been carried out in accordance with Ind AS 101, First-time adoption of Indian Accounting Standards which requires that all Ind AS and interpretations that are issued and effective from First Ind AS financial statements be applied retrospectively and consistently for all financial years presented.

Accordingly the company has prepared financial statements which comply with Ind AS for the period specified below:

- i) Balance Sheet as at 01st April, 2023(Transition Date)
- ii) Balance Sheet as at 31st March, 2024
- iii) Statement of Profit and Loss for the year ended 31st March,2024
- iv) Statement of Cashflows for the year ended 31st March,2024

Ind AS 101 First-time adoption of Indian Accounting Standards, allows first time adopters, exemptions from the retrospective application and exemption from application of certain requirements of other Ind AS. The company has availed certain exemption and exceptions in accordance with Ind AS 101, as explained below.

The resulting difference between the carrying value of assets and liabilities in the financial statements as at the transition date under Ind AS and previous GAAP have been recognised directly in equity(retained earnings or another appropriate category of equity). This note explains the adjustment made by the Company in its financial statements prepared under previous GAAP, including the Balance Sheet as at 1st April, 2023 and the financial statements as at and for the year ended 31st March, 2024

Optional exemption from retrospective applications

a. Deemed cost of Property, Plant and Equipment

The company has elected to measure all its property, plant and equipment at the Previous GAAP carrying value as its deemed cost on the date of transition to Ind AS

b. Estimates

The Company's estimates is in accordance with Ind As at the date of transition to Ind AS and it shall be consistent with estimates made for the said date in accordance with previous GAAP, there being no objective evidence of error in those estimates.However, estimates that were required under IndAS but not required under previous GAAP are made by the Company for the relevant reporting dates reflecting conditions existing as at that date.

c. Classification and Measurement of the Financial Assets

The classification of financial assets to be measured at amortised cost or Fair value through Other Comprehensive Income is made on the basis of the facts and circumstances that existed on the date of transition to Ind AS.

d. Leases

Lease liability is measured at the date of transition to Ind AS based on the present value of remaining lease payments discounted using the company's incremental borrowing rate at the date of transition to Ind AS

Right of Use Assets at the date of transition to Ind AS is measured at the amount equivalent to the lease liability.

Reconciliations:

The following reconciliations provide the explanation and quantification of difference arising from the transition from Previous GAAP to Ind AS in accordance with Ind AS 101:

- i) Reconciliation of Equity as at 01st April, 2023
- ii) Reconciliation of Equity as at 31st March, 2024
- iii) Reconciliation of Statement of Profit and Loss for the year ended 31st March, 2024
- iv) Adjustments to Statement of Cash Flows for the year ended 31st March, 2024

Previous GAAP Figures has been reclassified/regrouped wherever necessary to confirm with the financial statements prepared under IndAS

Reconciliation between Previous GAAP and Ind AS

a. Equity Reconciliation

	Note	As at 31st March 2024	As at 01st April 2023
As reported under Previous GAAP		1,420.16	1,402.17
Actuarial Valuation of Gratuity	a	0.80	1.07
Impact of Lease	b	(7.28)	-
Tax Adjustments	c	1.45	(0.30)
Equity under IndAS		1,414.93	1,402.94

₹ in Lakhs

1.2 FIRST TIME ADOPTION OF INDAS

b. Total Comprehensive Income reconciliation for the year ended 31st March 2024
 ₹ in Lakhs

	Note	As at 31st March 2024
Net Profit under Previous GAAP		117.99
Actuarial Valuation of Gratuity	a	(0.47)
Impact of Lease	b	(7.28)
Tax Adjustments	c	1.75
Total Comprehensive Income under IndAS		111.99

c. Effect of IndAS adoption on the Statement of Cashflow for the year ended 31st March 2024

There are no material adjustments to the Statement of Cash Flows as reported under the previous GAAP.

Notes on reconciliation between Previous GAAP and Ind AS

a. Actuarial Valuation of Gratuity

Under Previous GAAP, Gratuity payment was expensed on contribution basis.

Under IndAS, Actuarial valuation was obtained to recognise the liability and asset for Gratuity. The plan assets are in excess of Defined Benefit Obligations.

As a result, there is a increase in Opening Equity of ₹ 1.07 lakhs as at 01st April 2023, the profit for the year ended and equity as at 31st March 2024 decreased by ₹ 0.47 lakhs.

b. Impact of Lease

Under Previous GAAP, Lease of buildings of Coreshop Unit I and II and land for Coreshop Unit III was treated as Operating Leases.

Under IndAS, since these leases are more than 12 months, it is treated as Finance lease. ROU asset and lease liability is recognised based on Modified retrospective method.

As a result, the profit for the year ended and equity as at 31st March 2024 decreased by ₹ 7.28 lakhs (Depreciation on ROU Asset - Rs. 26.12 lakhs, Interest on Lease Liability - Rs. 15.83 lakhs and Rent payment treated as repayment of Liability - Rs. 34.68 lakhs)

c. Tax Adjustments

Tax adjustments include deferred tax impact on account differences between Previous GAAP and IndAS. These adjustments have resulted in decrease in equity under IndAS by ₹ 0.30 lakhs as at 01st April 2023 and increase in equity by ₹ 1.75 lakhs as at 31st March 2024.

d. Investment Property

Under the Previous GAAP, Investment properties were presented as part of Property, Plant and Equipment. Under IndAS, Investment properties are required to be separately presented on the face of the balance sheet. There is no impact on the total equity or profit as a result of this adjustment

For Forge 2000 Private Limited


 Authorised Signatory

FORGE 2000 PRIVATE LIMITED			
2. Property, Plant and Equipment			
			₹ in Lakhs
Particulars	As at 31st March		As at 1st April
	2025	2024	2023
A. Owned Asset	781.41	824.22	826.22
B. Right-Of-Use Asset	101.45	127.58	153.71
Total	882.86	951.80	1,079.93

A. Owned Asset

Particulars	Land	Buildings	Plant & Machinery	Vehicle	Tools & Dies	Furniture & Fittings	Data Processing	Total
Gross Carrying Value as at April 1, 2024	3.53	342.12	1,510.42	0.05	11.26	20.27	11.50	1,899.14
Additions	-	33.07	56.30	-	-	1.49	-	91.76
Deletions	-	-	(47.55)	-	-	-	-	(47.55)
Gross Carrying Value as at March 31, 2025	3.53	376.09	1,519.17	0.05	11.26	21.76	11.50	1,943.34
Accumulated depreciation as at April 1, 2024	-	66.22	976.52	0.04	11.14	10.73	10.27	1,074.92
Depreciation for the Period	-	12.90	30.40	-	-	1.88	0.01	36.19
Accumulated depreciation on deletions	-	-	(9.10)	-	-	-	-	(9.10)
Accumulated depreciation as at March 31, 2025	-	79.21	1,047.74	0.04	11.14	12.62	11.18	1,161.93
Carrying Value as at March 31, 2025	3.53	296.87	471.43	0.00	0.11	9.14	0.32	781.41

Particulars	Land	Buildings	Plant & Machinery	Vehicle	Tools & Dies	Furniture & Fittings	Data Processing	Total
Gross Carrying Value as at April 1, 2023	3.53	342.12	1,485.81	0.05	11.26	17.56	11.20	1,874.81
Additions	-	-	21.61	-	-	2.72	-	24.33
Deletions	-	-	-	-	-	-	-	-
Gross Carrying Value as at March 31, 2024	3.53	342.12	1,510.42	0.05	11.26	20.27	11.50	1,899.14
Accumulated depreciation as at April 1, 2023	-	53.41	865.72	0.04	11.14	9.13	9.14	948.55
Depreciation for the Period	-	12.81	110.79	-	-	1.61	1.13	126.33
Accumulated depreciation on deletions	-	-	-	-	-	-	-	-
Accumulated depreciation as at March 31, 2024	-	66.22	976.52	0.04	11.14	10.73	10.27	1,074.92
Carrying Value as at March 31, 2024	3.53	275.90	533.90	0.00	0.11	9.54	1.23	824.22

* Land Includes Land given on Lease to

B. Right of Use Asset

Particulars	Leasehold Land	Leasehold Land & Buildings	Total
Gross Carrying Value as at April 1, 2024	12.93	140.77	153.71
Additions	-	-	-
Deletions	-	-	-
Gross Carrying Value as at March 31, 2025	12.93	140.77	153.71
Accumulated depreciation as at April 1, 2024	0.99	25.13	26.13
Depreciation for the Period	0.99	25.13	26.13
Accumulated depreciation on deletions	-	-	-
Accumulated depreciation as at March 31, 2025	1.98	50.26	52.25
Carrying Value as at March 31, 2025	10.94	90.51	101.45

Particulars	Leasehold Land	Leasehold Land & Buildings	Total
Gross Carrying Value as at April 1, 2023	12.93	140.77	153.71
Additions	-	-	-
Deletions	-	-	-
Gross Carrying Value as at March 31, 2024	12.93	140.77	153.71
Accumulated depreciation as at April 1, 2023	0.99	25.13	26.13
Depreciation for the Period	0.99	25.13	26.13
Accumulated depreciation on deletions	-	-	-
Accumulated depreciation as at March 31, 2024	0.99	25.13	26.13
Carrying Value as at March 31, 2024	11.94	115.64	127.58

For Forge 2000 Private Limited

 Authorized Signatory

FORGE 2000 PRIVATE LIMITED		₹ In Lakhs	
3. Investment Property			
	Particulars	Land	Total
	Gross Carrying Value as at April 1, 2024	44.60	44.60
	Additions	-	-
	Deletions	-	-
	Gross Carrying Value as at March 31, 2025	44.60	44.60
	Accumulated depreciation as at April 1, 2024	-	-
	Depreciation for the Period	-	-
	Accumulated depreciation on deletions	-	-
	Accumulated depreciation as at March 31, 2025	-	-
	Carrying Value as at March 31, 2025	44.60	44.60
	Particulars	Land	Total
	Gross Carrying Value as at April 1, 2023	44.60	44.60
	Additions	-	-
	Deletions	-	-
	Gross Carrying Value as at March 31, 2024	44.60	44.60
	Accumulated depreciation as at April 1, 2023	-	-
	Depreciation for the Period	-	-
	Accumulated depreciation on deletions	-	-
	Accumulated depreciation as at March 31, 2024	-	-
	Carrying Value as at March 31, 2024	44.60	44.60
i) Amount recognised in the Statement of Profit and Loss for Investment Properties			
		₹ In Lakhs	
		For the year ended 31st March	
	Particulars	2025	2024
	Rental Income	0.36	0.36
	Direct operating expenses from property that generated rental income	-	-
	Direct operating expenses from property that did not generate rental income	-	-
	Profit from Investment Properties before depreciation	0.36	0.36
	Depreciation	-	-
	Profit from Investment Property	0.36	0.36
ii) Contractual Obligations			
The Company has no restrictions on the realisability of its investment property. There are no contractual obligations to purchase, construct or develop investment property as at the year end.			
iii) Leasing Arrangements			
Investment Property is leased out to M/s. Brakes India Private Limited under Operating Leases.			
iv) Fair Value			
		₹ In Lakhs	
		As at 31st March	
	Particulars	2025	2024
	Investment Property	223.69	223.69
Estimation of Fair Value			
The fair value is estimated based on the guideline value published by the government. No valuation is carried out with an independent valuer. The guideline value is the best representative of the fair values of Investment Property and hence classified as Level 1 Valuation.			
4. Intangible Assets			
	Particulars	Computer Software	Total
	Gross Carrying Value as at April 1, 2024	17.90	17.90
	Additions	-	-
	Deletions	-	-
	Gross Carrying Value as at March 31, 2025	17.90	17.90
	Accumulated depreciation as at April 1, 2024	17.42	17.42
	Depreciation for the Period	0.30	0.30
	Accumulated depreciation on deletions	-	-
	Accumulated depreciation as at March 31, 2025	17.72	17.72
	Carrying Value as at March 31, 2025	0.18	0.18
	Particulars	Computer Software	Total
	Gross Carrying Value as at April 1, 2023	17.90	17.90
	Additions	-	-
	Deletions	-	-
	Gross Carrying Value as at March 31, 2024	17.90	17.90
	Accumulated depreciation as at April 1, 2023	13.84	13.84
	Depreciation for the Period	3.58	3.58
	Accumulated depreciation on deletions	-	-
	Accumulated depreciation as at March 31, 2024	17.42	17.42
	Carrying Value as at March 31, 2024	0.48	0.48

For Forge 2000 Private Limited

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FORGE 2000 PRIVATE LIMITED			
			Amount in ₹ Lakhs
		As at 31st March	As at 1st April
		2025	2024
5 Investments			
Non-Current			
<i>Investments in Equity Instruments - Unquoted - Fully paid up</i>			
<i>Investments carried at Fair Value through Profit or Loss Account</i>			
Clarion Windfarm Private Limited (226778 Equity Shares of Rs 10 Each - Fully paid up)	22.68	22.68	22.68
Chola Green Energy Private Limited (100 Equity Shares of Rs.1000 Each - Fully paid up)	1.00	-	-
Total Non-Current Investments	23.68	22.68	22.68
<i>Aggregate of Unquoted Investments</i>	<i>23.68</i>	<i>22.68</i>	<i>22.68</i>
6 Other Financial Assets			
Non-Current			
i) Security Deposits	53.40	48.81	17.00
ii) Gratuity - Excess of Plan assets over Benefits Obligation	0.52	1.41	1.86
iii) Bank Deposits with more than 12 months Maturity	100.00	50.00	-
	154.01	98.22	18.96
Current			
i) Interest Accrued on Deposits	15.36	23.23	1.22
	15.36	23.23	1.22
7 OTHER ASSETS			
Non-Current			
a) Prepaid expenses	-	-	0.36
b) Advance payment of income tax (net)	31.59	36.09	-
	31.59	36.09	0.36
Current			
a) Advances other than capital advances			
- To Vendors	3.36	1.65	2.37
- To Employees	3.39	3.16	3.02
b) Prepaid expenses	3.00	4.68	2.87
c) Balance with government authorities (GST Credit)	9.09	16.91	3.19
	18.84	26.40	11.45
8 INVENTORIES			
Stores & spares	47.50	50.74	59.62
	47.50	50.74	59.62
9 TRADE RECEIVABLES			
<i>Unsecured and considered good</i>			
Current			
Trade receivables	129.24	95.76	362.89
Receivables from related parties	-	-	-
	129.24	95.76	362.89
Notes :			
<i>Movement in expected credit loss allowance on trade receivables</i>			
Balance at the beginning of the year	-	-	-
Loss allowance measured at lifetime expected credit losses	-	-	-
Balance at the end of the year	-	-	-

FORGE 2000 PRIVATE LIMITED

Amount in ₹ Lakhs

As at 31st March		As at 1st April
2025	2024	2023

Ageing Schedule for Trade Receivables

(Amount in ₹ Lakhs)

Particulars	Outstanding for following periods from due date of payment					Total
	Less than 6 months	6 months -1 year	1-2 years	2-3 years	More than 3 years	
Undisputed Trade Receivables – considered good	129.24					129.24
Undisputed Trade Receivables – which have significant increase in credit risk						
Undisputed Trade Receivables – credit impaired						
Disputed Trade Receivables – considered good						
Disputed Trade Receivables – which have significant increase in credit risk						
Disputed Trade Receivables – credit impaired						
	129.24					129.24
Less: Allowance for Expected Credit Loss						
Total Trade Receivables as on March 31, 2025						129.24

Particulars	Outstanding for following periods from due date of payment					Total
	Less than 6 months	6 months -1 year	1-2 years	2-3 years	More than 3 years	
Undisputed Trade Receivables – considered good	96.76					96.76
Undisputed Trade Receivables – which have significant increase in credit risk						
Undisputed Trade Receivables – credit impaired						
Disputed Trade Receivables – considered good						
Disputed Trade Receivables – which have significant increase in credit risk						
Disputed Trade Receivables – credit impaired						
	96.76					96.76
Less: Allowance for Expected Credit Loss						
Total Trade Receivables as on March 31, 2024						96.76

10 CASH AND CASH EQUIVALENTS

a) Balance with banks			
- Current Account	98.24	15.92	28.77
- Deposits	300.00	450.00	200.00
b) Cash on hand	0.01	0.01	0.01
	398.25	465.92	228.77

11 EQUITY SHARE CAPITAL

a) Authorised Share Capital			
20,00,000 (20,00,000 - March 2024) Equity shares of Rs.10 each	200.00	200.00	100.00
	200.00	200.00	100.00

* During the year 2023-24, the authorised share capital was increased to Rs 200 lakhs as approved by the shareholders in the Extra ordinary General Meeting held on 25th January, 2024

b) Issued, Subscribed & Fully Paid Capital			
20,00,000 (20,00,000 - March 2024) Equity shares of Rs.10 each	200.00	200.00	40.00
	200.00	200.00	40.00

c) **Reconciliation of shares outstanding at the beginning and at the end of the reporting period**

Particulars	For the year ended 31st March 2025	
	Number of Shares	Amount in ₹ Lakhs
Balance at the beginning of the year	20,00,000	200.00
Add: Shares issued during the year	-	-
Balance at the end of the year	20,00,000	200.00

For Forge 2000 Private Limited

 Authorised Signatory

FORGE 2000 PRIVATE LIMITED			
Particulars	Amount in ₹ Lakhs		
	As at 31st March		As at 1st April
	2025	2024	2023
	For the year ended 31st March 2024		
	Number of Shares	Amount in ₹ Lakhs	
Balance at the beginning of the year	4,00,000	40.00	
Add: Bonus shares issued during the year @ 4 shares for every 1 share held *	16,00,000	160.00	
Balance at the end of the year	20,00,000	200.00	
*16,00,000 equity shares of Rs 10 each (fully paid) was allotted as bonus shares to the shareholders as approved by the shareholders in the Extraordinary General Meeting held on 25th January, 2024 by capitalizing the general reserves.			
d) Rights, Preferences and Restrictions:			
The company has one class of equity shares having a par value of Rs.10 per share. Each member is entitled to one vote by show of hands and while on poll, every shareholder is entitled to vote in proportion to their holdings. The shareholders are entitled to dividend rights upon declaration by Board of Directors and repayment of share capital at the time of liquidation.			
e) Details of shareholders holding more than 5% of equity shares			
	As at 31st March 2025	As at 31st March 2024	As at 1st April 2023
Name of the shareholder	No of shares	No of shares	No of shares
Sundaram Finance Holdings Limited	19,99,994	-	-
M/s. Rohini Holdings Private Ltd	-	6,50,000	1,30,000
M/s. Allegro Holdings Private Ltd	-	6,00,000	1,20,000
f) Shareholding of Promoters			
Shares held by Promoter at the end of the year			
Promoters Name	No. of Shares	% of Total Shares	% of Change during the year
Mr. S Badrinarayanan	-	-	(2.60%)
12 OTHER EQUITY			
(Refer statement of changes in equity for detailed movement)			
a) Share Premium	10.00	10.00	10.00
a) General Reserve	387.74	387.74	547.74
b) Retained earnings	771.40	819.06	805.20
c) Items of other comprehensive income			
- Other items	(2.67)	(1.67)	-
	1,166.48	1,214.93	1,362.94
Description of nature and purpose of each reserve			
Share Premium			
Share premium represents the amount received in excess of the par value of share. It can be utilised for purposes such as Bonus issue, buy back of shares, etc...			
General Reserve			
General reserve is created from time to time by transferring profits from retained earnings for appropriation purposes. General reserve is created by a transfer from one component of equity to another and is not an item of other comprehensive income. It can be utilised for purposes such as dividend payout, bonus issue, etc.			
Retained Earnings			
Retained earnings are the profits that the Company has earned till date, less any transfers to general reserve, dividends or other distributions paid to shareholders.			
13 Lease Liabilities			
Non-Current			
Lease Liabilities	94.95	113.44	134.86

FORGE 2000 PRIVATE LIMITED					
	Amount in ₹ Lakhs				
	As at 31st March		As at 1st April		
	2025	2024	2023		
Current					
Lease Liabilities	18.49	21.42	18.85		
14 Financial Liabilities					
Non-Current					
Trade Deposits	22.68	22.68	22.68		
	<u>22.68</u>	<u>22.68</u>	<u>22.68</u>		
Current	-	-	-		
15 Provisions					
Non current					
Provision for Employee Benefits	4.70	4.22	3.57		
	<u>4.70</u>	<u>4.22</u>	<u>3.57</u>		
Current					
Provision for Employee Benefits	15.34	14.47	17.00		
	<u>15.34</u>	<u>14.47</u>	<u>17.00</u>		
16 Deferred Tax Liabilities (Net)					
Deferred tax liability	23.33	26.26	29.47		
Deferred tax asset	(4.37)	(3.30)	(1.08)		
	<u>18.96</u>	<u>22.96</u>	<u>28.40</u>		
Movement in Deferred tax assets and liabilities					
	As at 1st April, 2024	(Credit)/ Charge in the Statement of Profit and Loss	As at 31st March, 2025		
Movement during the year ended 31st March, 2025					
Deferred tax (assets)/ liabilities	(1.28)	(0.01)	(1.29)		
Provision for Leave Encashment	25.69	(2.90)	22.79		
Property, Plant and Equipment	(2.03)	(0.99)	(3.02)		
Net Lease Liability	0.57	(0.11)	0.47		
Gratuity	<u>22.96</u>	<u>(4.01)</u>	<u>18.96</u>		
	As at 1st April, 2023	(Credit)/ Charge in the Statement of Profit and Loss	As at 31st March, 2024		
Movement during the year ended 31st March, 2024					
Deferred tax (assets)/ liabilities	(1.08)	(0.20)	(1.28)		
Provision for Leave Encashment	29.18	(3.40)	25.69		
Property, Plant and Equipment	-	(2.03)	(2.03)		
Net Lease Liability	0.30	0.28	0.57		
Gratuity	<u>28.40</u>	<u>(5.44)</u>	<u>22.96</u>		
17 Trade Payables					
a) Dues to Micro, Small & Medium enterprises	0.22	-	-		
b) Dues to Others	134.92	114.55	127.67		
	<u>135.14</u>	<u>114.55</u>	<u>127.67</u>		
Trade Payables ageing schedule					
(Amount in ₹ Lakhs)					
Particulars	Outstanding for following periods from due date of payment				Total
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
(i) MSME	0.22	-	-	-	0.22
(ii) Others	122.58	1.70	5.32	5.55	134.92
(iii) Disputed dues - MSME	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-
Total Trade Payables as on March 31, 2025	<u>122.58</u>	<u>1.70</u>	<u>5.32</u>	<u>5.55</u>	<u>135.14</u>

FORGE 2000 PRIVATE LIMITED					
Particulars	Amount in ₹ Lakhs				
	As at 31st March		As at 1st April		
	2025	2024	2023		
	Outstanding for following periods from due date of payment				Total
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
(i) MSME	-	-	-	-	-
(ii) Others	105.18	3.82	-	5.55	114.55
(iii) Disputed dues - MSME	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-
Total Trade Payables as on March 31, 2024	105.18	3.82	-	5.55	114.55
18 Other Current Liabilities					
Provision for Expenses		60.84	80.30		44.65
Statutory dues		8.53	7.95		23.01
		69.37	88.25		67.66
19 Current tax Liabilities (Net)					
Current tax Liabilities (Net)		-	-		10.93

For Forge 2000 Private Limited

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FORGE 2000 PRIVATE LIMITED		Amount in ₹ Lakhs	
		As at 31st March	
		2025	2024
20	Revenue from Operations		
a)	Revenue from services	2,444.59	2,600.03
b)	Other operating revenues	14.24	-
		2,458.83	2,600.03
21	Other Income		
a)	Interest Income	34.74	28.28
b)	Rental Income	0.36	0.36
c)	Profit on Sale of Assets	2.10	-
		37.20	28.64
22	Employee Benefit Expenses		
a)	Salaries and Wages	781.20	771.70
b)	Contribution to provident and other funds	22.11	22.28
c)	Staff welfare expenses	105.71	105.74
		509.02	899.69
23	Finance Cost		
	Interest on Lease Liability	13.66	16.83
		13.66	16.83
24	Other Expenses		
a)	Consumption of stores and tools	262.50	296.57
b)	Power and fuel	489.25	506.84
c)	Rent	-	-
d)	Repairs and maintenance		
	- Plant and Machinery	27.95	32.09
	- Buildings	4.28	3.22
e)	Insurance	1.56	1.94
f)	Rates and taxes	5.88	8.86
g)	Sub-Contract Charges	480.30	557.66
h)	Freight Inward	71.11	83.33
i)	Business Support fees	20.00	20.00
j)	Director Sitting Fees	0.27	0.23
k)	Miscellaneous expenses	16.71	15.83
l)	Auditors' Remuneration		
	i) Statutory Audit fees	1.50	1.50
	ii) Tax Audit fees	0.30	0.30
	iii) Certification fees	0.50	-
		1,382.12	1,488.65
25	Income Taxes		
	A. Components of Income Tax Expense		
	i) Tax Expenses recognised in the Statement of Profit and Loss		
	Current tax		
	Current year	17.82	50.44
	(Excess)/Short tax provision for earlier years	(2.88)	-
	Total (a)	14.94	50.44
	Deferred tax Charge / (Credit):		
	Origination and reversal of temporary differences	(4.14)	(5.84)
	MAT Credit Entitlement	-	-
	Total (b)	(4.14)	(5.84)
	Total of (a) + (b)	10.80	44.60
	ii) Tax on Other Comprehensive Income		
	Deferred tax Charge / (Credit)		
	On remeasurement of deferred tax benefits	0.13	0.41
		0.13	0.41
	B. Reconciliation of Effective Tax Rate		
	The reconciliation between Statutory income tax rate applicable to the company and the effective income tax rate of the company is as follows:		
		%	%
	Statutory income tax rate	25.17	27.82
	Differences due to		
	Expenses not deductible for tax purposes	0.04	0.58
	Change in tax rate	(3.19)	-
	Others	(1.89)	-
		20.13	28.40
	(Excess)/Short tax provision for earlier years	(4.21)	-
		15.93	28.40
26	Earnings per share		
	Profit / (Loss) after tax expense	57.61	113.86
	Weighted average number of Equity shares	20,00,000	20,00,000
	Basic and Diluted earnings per share	₹ 2.89	₹ 5.69

For Forge 2000 Private Limited

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FORGE 2000 PRIVATE LIMITED

Amount in ₹ Lakhs

27 Financial Instruments

A. Accounting Classification and Fair Values

The Carrying amounts and Fair Value of Financial Instruments by class are as follows:

Note	As at 31st March		As at 01st April
	2025	2024	2023
Financial Assets:			
Financial Assets measured at Fair Value:			
Investments measured at:			
i) Fair Value through Other Comprehensive Income	5	-	-
ii) Fair Value through Profit or Loss	5	23.68	22.68
Financial Assets measured at Amortised Cost:			
Trade receivables	9	129.24	96.76
Cash and Cash Equivalents	10	398.25	485.92
Other Financial Assets	8	169.37	121.46
		<u>720.55</u>	<u>706.81</u>
			<u>634.53</u>
Financial Liabilities:			
Financial Liabilities measured at Fair Value:			
Trade Payables	17	135.14	114.55
Other Financial Liabilities	13&14	136.12	157.54
		<u>271.26</u>	<u>272.09</u>
			<u>304.05</u>

B. Fair Value Hierarchy

The fair value hierarchy is based on inputs to valuation techniques that are used to measure fair value that are either observable or unobservable and consists of the following three levels:

Level 1 - Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 - Inputs are other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 - Inputs are not based on observable market data. Fair values are determined in whole or in part using a valuation model based on assumptions that are neither supported by prices from observable current market transactions in the same instrument nor are they based on available market data.

The cost of unquoted investments included in Level 3 of fair value hierarchy approximate their fair value because there is a wide range of possible fair value measurements and the cost represents estimate of fair value within that range.

As at 31st March 2025	Level 1	Level 2	Level 3	Total
Financial Assets	-	-	23.68	23.68
Equity Shares	-	-	23.68	23.68
Total	-	-	23.68	23.68
As at 31st March 2024	Level 1	Level 2	Level 3	Total
Financial Assets	-	-	22.68	22.68
Equity Shares	-	-	22.68	22.68
Total	-	-	22.68	22.68
As at 01st April 2023	Level 1	Level 2	Level 3	Total
Financial Assets	-	-	22.68	22.68
Equity Shares	-	-	22.68	22.68
Total	-	-	22.68	22.68

C. Financial Risk Management

The Company's business activities are exposed to a variety of financial risks, namely liquidity risk, market risks and credit risk. The Company's Board of Directors has the overall responsibility for establishing and governing the Company's risk management framework. The Management identifies and analyse the risks faced by the Company to take remedial actions as appropriate.

28 Employee Benefits

The Company has various schemes for long term benefits such as provident fund, gratuity and earned leave encashment. In case of funded schemes, the funds are recognised by the Income Tax Authorities and administered through trustees and/or through recognised Insurance Companies.

a) Gratuity

The following table set out the funded status of the gratuity plans and the amounts recognised in the Company's financial statements as at 31st March, 2025 and 31st March 2024.

For Forge 2000 Private Limited

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Particulars	As at 31st March		
	2025	2024	
Change in Defined Benefit Obligation			
Opening Defined Benefit Obligation	37.00	29.83	
Current Service Cost	3.49	3.18	
Past Service Cost	-	-	
Interest Cost	2.68	2.24	
Vested portion at the end of period (Past Service)	-	-	
Actuarial loss / (gain) due to change in demographic assumptions	-	-	
Actuarial loss / (gain) due to change in financial assumption	1.66	0.96	
Actuarial loss / (gain) due to experience	(0.73)	0.78	
Benefits paid	(0.43)	-	
Closing defined benefit obligation	43.67	37.00	
Change in Fair Value of Assets			
Opening Fair Value of Plan Assets	38.41	31.71	
Interest Income	2.84	2.38	
Return on Plan Assets excluding Interest Income	0.26	0.28	
Contributions by employer	3.10	4.04	
Benefits paid	(0.43)	-	
Closing Fair Value of Plan Assets	44.18	38.41	
Net (liability)/asset recognised in Balance sheet	0.52	1.41	
The amount for the years ended 31st March, 2025 and 31st March, 2024 recognised in the statement of Profit and Loss under Employee Benefit Expense is as follows:			
Particulars	Year ended 31st March		
	2025	2024	
Current Service Cost	3.49	3.18	
Net Interest Cost	(0.17)	(0.14)	
Expenses recognised in the Statement of Profit and Loss	3.33	3.04	
The amount for the years ended 31st March, 2025 and 31st March, 2024 recognised in the statement of Other Comprehensive Income is as follows:			
Particulars	Year ended 31st March		
	2025	2024	
Actuarial loss / (gain) due to change in financial assumption	1.66	0.96	
Actuarial loss / (gain) due to experience	(0.73)	0.78	
Return on Plan Assets excluding Interest Income	(0.26)	(0.28)	
Net (income) / expense recognised in OCI	0.67	1.46	
The assessment used to determine the defined benefit obligations as at 31st March 2025 and 31st March 2024 and to determine net periodic benefit cost for the year ended 31st March 2025 and 31st March 2024 are as follows:			
Particulars	2025	2024	
Expected Return on Plan Assets	6.79%	7.23%	
Rate of Discounting	6.79%	7.23%	
Rate of Salary Increase	7.00%	7.00%	
Rate of Employee Turnover	3.00%	3.00%	
Sensitivity analysis of the impact of changes in the above assumptions is given in the table below:			
	% Change	2025	
		Increase	Decrease
Discount rate	0.50%	1.87	2.01
Salary Growth	0.50%	1.99	1.88
Attrition rate	0.50%	0.25	0.23
The sensitivity analysis presented above may not be representative of the actual change in the Defined Benefit Obligation as it is unlikely that the change in assumptions would occur in isolation of one another as some of the assumptions may be correlated. Furthermore, in presenting the above sensitivity analysis, the present value of the Defined Benefit Obligation has been calculated using the projected unit credit method at the end of the reporting period, which is the same method as applied in calculating the Defined Benefit Obligation as recognised in the balance sheet.			
The Company contributes all ascertained liabilities, through a trust, to Gratuity schemes administered by the Life Insurance Corporation of India Limited. The maturity profile of defined benefit obligation is as follows:			
	₹ in lakhs		
Within 1 year			1.43
1 to 2 year			1.49
2 to 3 year			2.22
3 to 4 year			3.32
4 to 5 year			1.60
More than 5 years			79.71

For Forge 2000 Private Limited


Authorised Signatory

b) Leave Encashment

The following table set out the unfunded status of the leave encashment and the amounts recognised in the Company's financial statements as at 31st March, 2025 and 31st March 2024

Particulars	As at 31st March	
	2025	2024
Change in Defined Benefit Obligation		
Opening Defined Benefit Obligation	4.58	3.86
Current Service Cost	-	-
Past Service Cost	-	-
Interest Cost	0.31	0.27
Vested portion at the end of period (Past Service)	-	-
Effect of changes in demographic assumptions	-	-
Effect of changes in financial assumption	0.14	0.08
Effect of experience adjustments	0.46	0.73
Benefits paid	(0.38)	(0.35)
Closing defined benefit obligation	5.11	4.58
Change in Fair Value of Assets		
Opening Fair Value of Plan Assets	-	-
Interest Income	-	-
Return on Plan Assets excluding Interest Income	-	-
Contributions by employer	-	-
Benefits paid	-	-
Closing Fair Value of Plan Assets	-	-
Net (liability)/asset recognised in Balance sheet	(5.11)	(4.58)

The amount for the years ended 31st March, 2025 and 31st March, 2024 recognised in the statement of Profit and Loss under Employee Benefit Expense is as follows:

Particulars	Year ended 31st March	
	2025	2024
Current Service Cost	-	-
Net Interest Cost	0.31	0.27
Effect of changes in financial assumption	0.14	0.08
Effect of experience adjustments	0.46	0.73
Expenses recognised in the Statement of Profit and Loss	0.91	1.07

The amount for the years ended 31st March, 2025 and 31st March, 2024 recognised in the statement of Other Comprehensive Income is as follows:

Particulars	Year ended 31st March	
	2025	2024
Net (income) / expense recognised in OCI	-	-

The assessment used to determine the defined benefit obligations as at 31st March 2025 and 31st March 2024 and to determine net periodic benefit cost for the year ended 31st March 2025 and 31st March 2024 are as follows:

Particulars	2025	2024
Expected Return on Plan Assets	-	-
Rate of Discounting	6.60%	6.97%
Rate of Salary Increase	5.00%	5.00%
Rate of Employee Turnover	3.00%	3.00%

Sensitivity analysis of the impact of changes in the above assumptions is given in the table below:

	% Change	2025	
		Increase	Decrease
Discount rate	0.50%	4.91	5.31
Salary Growth	0.50%	5.31	4.91
Attrition rate	0.50%	5.11	5.10

The sensitivity analysis presented above may not be representative of the actual change in the Defined Benefit Obligation as it is unlikely that the change in assumptions would occur in isolation of one another as some of the assumptions may be correlated. Furthermore, in presenting the above sensitivity analysis, the present value of the Defined Benefit Obligation has been calculated using the projected unit credit method at the end of the reporting period, which is the same method as applied in calculating the Defined Benefit Obligation as recognised in the balance sheet.

For Forge 2000 Private Limited


Authorised Signatory

The Company contributes all ascertained liabilities, through a trust, to Gratuity schemes administered by the Life Insurance Corporation of India Limited. The maturity profile of defined benefit obligation is as follows:

	₹ in lakhs
Within 1 year	0.42
1 to 2 year	0.42
2 to 3 year	0.49
3 to 4 year	0.41
4 to 5 year	0.45
More than 5 years	2.50

29 Related Party Disclosures in accordance with IndAS 24 issued by ICAI

Holding Company from 21st February 2025
M/s. Sundaram Finance Holdings Ltd

Fellow Subsidiaries
M/s. Sundaram Business Services Limited

Associates upto 21st February 2025
M/s. Rohini Holdings Private Ltd
M/s. Allegro Holdings Private Ltd

Transactions

Dividend Paid			
M/s. Rohini Holdings Private Ltd	₹	34.28	₹ 32.50
M/s. Allegro Holdings Private Ltd	₹	31.64	₹ 30.00

30 Disclosure under IndAS 116

Particulars	2024-25		2023-24	
1. Depreciation charge Right of Use Assets				
- Leasehold Land	0.09		0.90	
- Leasehold Land and Buildings	25.13		25.13	
		26.13		26.13
2. Interest expenses relating to Lease Liabilities		13.66		15.93
3. Expenses relating to Short Term Leases		-		-
4. Expenses relating to Lease of Low Value Assets		-		-
5. Expenses relating to Variable Lease Payments not included in the measurement of Lease Liabilities		-		-
6. Income from Sub Leasing of Right of Use Assets		-		-
7. Total Cash Outflow for Leases		35.08		34.68
8. Addition to Right of Use Assets		-		-
9. Gain or Losses arising from Sale and Lease Back Transactions		-		-
10. Carrying amount of Right of Use Asset at the end of the reporting period				
- Leasehold Land		10.94		11.94
- Leasehold Land and Buildings		90.51		115.64
		101.45		127.58

31 There are no amounts due and outstanding to be transferred to Investors Education and Protection Fund as on 31st March 2025.

32 Additional Disclosure:-

Ratios with explanation for items included in numerator & denominator - Reasons for 25% or more variation as compared to PY

Particulars	Mar-25	Mar-24	Variance	Explain Numerator and Denominator	Remarks
Current Ratio	2.74	2.76	-1.05%	Current Assets/Current Liabilities	
Return on Equity Ratio	4.16%	8.96%	-48.57%	PAT/Average Shareholder's Equity	Decrease in Profit due to lower sale margin and increased costs
Trade Receivables Turnover Ratio	21.76	11.70	85.91%	Revenue from Operations/Average Trade Receivable	Decrease in Sales has resulted in decrease in Trade receivables at the year end
Trade Payables Turnover Ratio	17.99	19.09	-6.13%	Total Purchases / Payable	
Net Capital Turnover Ratio	8.19	9.30	-3.17%	Revenue from Operations/ Working capital	
Net Profit Ratio	2.35%	4.23%	-44.42%	PAT/Revenue from Operations	Refer to reason for variance in Return on Equity Ratio
Return on Capital Employed	6.46%	17.04%	-60.58%	EBIT/Total Assets Less Total Current Liability	Refer to reason for variance in Return on Equity Ratio

- The Company does not have any long term borrowings. Hence Debt-Equity Ratio and Debt Service Coverage Ratio is not applicable
- Inventory Turn over Ratio not applicable
- Return On Investment not applicable

33 Additional Regulatory Information

1. No proceeding has been initiated or pending against the company for holding any benami property under the Benami Transactions (Prohibition) Act, 1988 (45 of 1988) and rules made thereunder.
2. The Company has not been declared as wilful defaulter by any bank or financial institution or other lender.
3. As per the information available with the Company, Company has not transacted with any companies struck off under section 248 of the Companies Act, 2013 or section 560 of Companies Act, 1956.
4. There have been no charges or satisfaction yet to be registered with Registrar of Companies (ROC) beyond the statutory period.

5. Company has not advanced or loaned or invested funds (either borrowed funds or share premium or any other sources or kind of funds) to any other person(s) or entity(ies), including foreign entities (Intermediaries) with the understanding (whether recorded in writing or otherwise) that the Intermediary shall
 - i) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Company (Ultimate Beneficiaries) or
 - ii) provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

6. Company has not received any fund from any person(s) or entity(ies), including foreign entities (Funding Party) with the understanding (whether recorded in writing or otherwise) that the company shall
 - i) directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party (Ultimate Beneficiaries) or
 - ii) provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

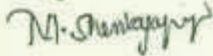
7. The Company has not traded or invested in Crypto currency or Virtual currency during the financial year 2024-25.

8. The Company has not given any loans or advances in the nature of loans to Promoters, Directors, Key Managerial Personnel and related parties, which are repayable on demand or without specifying any terms or period of repayment.

Other regulatory disclosures regarding compliance with approved scheme of arrangements, compliance with number of layers of companies, CSR obligations, loans, advances and borrowings are not applicable to the company.

34 Previous year's figures have been regrouped wherever considered necessary to conform to this year's classification

As per our reports attached
For SPVR AND ASSOCIATES
Chartered Accountants
Firm Registration No. 0160188



M SHENBAGAPRIYA
Partner
Membership No. 212806



K SEKAR
Director
DIN 00419704



V NARASIMHAN
Director
DIN 00412631

Chennai
13.05.2025

For Forge 2000 Private Limited



Authorised Signatory

**INDEPENDENT AUDITOR'S REVIEW REPORT
ON SPECIAL PURPOSE FINANCIAL INFORMATION FOR CONSOLIDATION PURPOSES FOR THE SIX
MONTHS ENDED 30th SEPTEMBER 2025**

Review Report to Board of Directors of Forge 2000 Private Limited

We have reviewed the accompanying special purpose financial information of Forge 2000 Private Limited (the 'Company') which comprise balance sheet as at 30th September 2025 and statement of profit and loss for the six months period then ended. These special purpose financial information are the responsibility of the Company's management. Our responsibility is to issue a report on these financial statements based on our review.

These special purpose financial statements have been prepared by the management for the purposes of providing information to TSF Investments Limited ("TSF") to enable it to prepare the consolidated financial results of the Group.

Management Responsibility for the Special Purpose Financial Information

Management is responsible for the preparation and presentation of this special purpose financial information in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Companies Act, 2013 read with Companies (Indian Accounting Standards) Rules, 2015 as amended, and the relevant provisions of the Act ("Indian GAAP"). This responsibility includes designing, implementing, and maintaining internal control relevant to the preparation and presentation of special purpose financial information that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances. This special purpose financial information has been prepared solely to enable TSF to prepare its consolidated financial results.

Auditor's Responsibility

Our responsibility is to express conclusion on the special purpose financial information based on our review. We conducted our review in accordance with Standard on Review Engagements ("SRE") 2410 – Review of interim financial information performed by the Independent Auditor' issued by the Institute of Chartered Accountants of India (ICAI). SRE 2410 requires that we comply with ethical requirements and plan and perform the review to obtain reasonable assurance whether the special purpose financial information is free from material misstatement.

A review of Interim Financial Information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than audit conducted in accordance with Standards on Auditing issued by ICAI and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.



Other Matter

The comparative figures for the financial information for September 2024 have not been reviewed by us.
The information was furnished by the management and has been relied by us.

Conclusion

Based on our review conducted as stated above, nothing has come to our attention, that causes us to believe that the accompanying Statement is not prepared, in all material respects, in accordance with Accounting Standards specified under Section 133 of the Companies Act, 2013, read with Companies (Indian Accounting Standards) Rule, 2015, as amended, and the relevant provisions of the Companies Act, 2013 as applicable and other recognised accounting practices and policies.

Restriction on Use and Distribution

This special purpose financial information has been prepared for purposes of providing information to TSF to enable it to prepare the consolidated financial results of the group. As a result, the special purpose financial information is not a complete set of financial statements of Forge 2000 Private Limited in accordance with Indian Accounting Standards (IND AS) prescribed under section 133 of the Companies Act, 2013 read with relevant rules issued thereunder, other accounting principles generally accepted in India and the Group's accounting policies and is not intended to present fairly, in all material respects in accordance with Indian Accounting Standards (IND AS) prescribed under section 133 of the Companies Act, 2013 read with relevant rules issued thereunder, other accounting principles generally accepted in India and the Group's accounting policies. The financial information may, therefore, not be suitable for another purpose.

This report is provided solely for the information and use of TSF to enable it to prepare the consolidated financial results of the group for the six months ended 30th September 2025. It should not be distributed to anyone in the Group, any of its components, or any other third party.

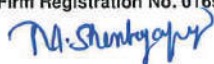
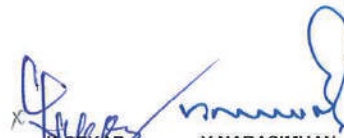
For S P V R and Associates
Chartered Accountants
Firm Registration Number: 0169185


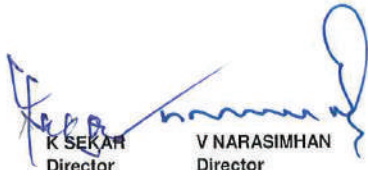
M. Shenbagapriya

Date: 25-10-2025
Place: Chennai
UDIN: 25212806BMOTXK7446

M. Shenbagapriya
Partner
Membership Number:212806



FORGE 2000 PRIVATE LIMITED				
BALANCE SHEET				
(All amounts are stated in Rs. Lakhs, unless otherwise stated)				
S.No	Particulars	Notes	30th September 2025	31st March 2025
ASSETS				
1 Non-Current Assets				
a)	Property, Plant and Equipment	2	826.56	882.86
b)	Capital Work- In-Progress	2	1.49	-
c)	Investment Property	3	44.60	44.60
d)	Intangible Assets	4	0.18	0.18
e)	Financial Assets			
i)	Investments	5	16,025.91	23.68
ii)	Other Financial Assets	6	46.02	154.01
f)	Other Non-Current Assets	7	47.33	31.59
Total Non-Current Assets			16,992.10	1,136.91
2 Current Assets				
a)	Inventories	8	50.99	47.50
b)	Financial Assets			
i)	Trade receivables	9	138.86	129.24
ii)	Cash and Cash Equivalents	10	5,380.50	398.25
iii)	Other Financial Assets	6	96.25	15.36
c)	Other Current Assets	7	26.43	18.84
Total Current Assets			5,693.03	609.20
Total Assets			22,685.13	1,746.11
EQUITY AND LIABILITIES				
Equity				
a)	Equity Share Capital	11	200.00	200.00
b)	Other Equity	12	430.34	1,166.48
Total Equity			630.34	1,366.48
Liabilities				
1 Non-Current Liabilities				
a)	Financial Liabilities			
i)	Borrowings	13	14,875.31	-
ii)	Lease Liabilities	14	87.94	94.95
iii)	Other Financial Liabilities	15	22.68	22.68
b)	Provisions	16	4.70	4.70
c)	Deferred Tax Liabilities (Net)	17	18.09	18.96
Total Non Current Liabilities			15,008.73	141.28
2 Current Liabilities				
a)	Financial Liabilities			
i)	Borrowings	13	6,806.68	-
ii)	Lease Liabilities	14	13.63	18.49
iii)	Trade Payables	18	67.54	135.14
iv)	Other Financial Liabilities	15	-	-
b)	Other Current Liabilities	19	149.80	69.37
c)	Provisions	16	8.42	15.34
Total Current Liabilities			7,046.06	238.35
Total Equity and Liabilities			22,685.13	1,746.11
Material Accounting Policies and Key Accounting Estimates and Judgements 1				
The accompanying notes form an integral part of the financial statements				
As per our reports attached For SPVR AND ASSOCIATES Chartered Accountants Firm Registration No. 016918S				
				
M SHENBAGAPRIYA Partner Membership No. 212806 Chennai 25th October 2025		R SEKAR Director DIN 00419704 V NARASIMHAN Director DIN 00412631		

FORGE 2000 PRIVATE LIMITED				
STATEMENT OF PROFIT AND LOSS				
(All amounts are stated in Rs. Lakhs, unless otherwise stated)				
S.No	Particulars	Notes	30th September 2025	30th September 2024
Income				
I	Revenue from Operations	20	1,135.14	1,192.29
II	Other Income	21	317.97	17.15
III	Total Income		1,453.11	1,209.44
IV Expenses				
	Employee Benefit Expenses	22	456.36	456.61
	Finance Cost	23	1,050.99	7.12
	Depreciation and Amortisation Expenses	2&3	58.63	63.99
	Other Expenses	24	597.97	663.15
	Total Expenses		2,163.95	1,190.87
V	Profit before Tax		(710.84)	18.57
VI	Tax Expenses	25		
	- Current Tax		26.16	4.82
	- (Excess)/Short tax provision for earlier years		-	-
	- Deferred Tax		(0.86)	(1.08)
			25.30	3.74
VII	Profit for the year		(736.14)	14.83
VIII Other Comprehensive Income				
A	Items that will not be reclassified to profit or loss			
	Re-measurement of net defined benefit liability / asset		-	-
	Income Tax on above		-	-
B	Items that will be reclassified to profit or loss		-	-
IX	Total Other Comprehensive Income (Net of Income tax)		-	-
	Earnings per share of face value ₹ 10 each			
	Basic and Diluted (in ₹)	26	(36.81)	0.74
As per our reports attached For SPVR AND ASSOCIATES Chartered Accountants Firm Registration No., 016918S				
				
M SHENBAGAPRIYA Partner Membership No. 212806		K SEKAR Director DIN 00419704		
Chennai 25th October 2025		V NARASIMHAN Director DIN 00412631		

FORGE 2000 PRIVATE LIMITED
STATEMENT OF CHANGES IN EQUITY

A. Equity Share Capital

Particulars	Amount in ₹ Lakhs
Balance as at April 1, 2024	200.00
Changes in equity share capital during the year	-
Balance as at March 31, 2025	200.00
Balance as at April 1, 2025	200.00
Changes in equity share capital during the year	-
Balance as at September 30, 2025	200.00

B. Other Equity

₹ in Lakhs

Particulars	Reserves and Surplus			Items of Other Comprehensive Income	Total
	Securities Premium Reserve	General Reserve	Retained earnings	Re-measurement of net defined benefit (liability) / asset	
Balance as at April 1, 2024 (A)	10.00	387.74	819.06	(1.87)	1,214.93
Profit for the year	-	-	57.81	-	57.81
Other comprehensive income	-	-	-	(0.80)	(0.80)
Total comprehensive income for the year (B)	-	-	57.81	(0.80)	57.01
Dividends paid including tax paid thereon	-	-	(105.46)	-	(105.46)
Total (C)	-	-	(105.46)	-	(105.46)
Balance as at March 31, 2025 (A +B+C) = D	10.00	387.74	771.40	(2.67)	1,166.48
Profit for the year	-	-	(736.14)	-	(736.14)
Other comprehensive income	-	-	-	-	-
Total comprehensive income for the year (E)	-	-	(736.14)	-	(736.14)
Dividends paid (F)	-	-	-	-	-
Balance as at September 30, 2025 (D+E+F)	10.00	387.74	35.27	(2.67)	430.34

As per our reports attached
For SPVR AND ASSOCIATES
Chartered Accountants
Firm Registration No. 016918S

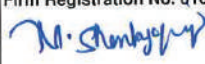




M SHENBAGAPRIYA
Partner
Membership No. 212806



K SEKAR V NARASIMHAN
Director Director
DIN 00419704 DIN 00412631

Chennai
25th October 2025

FORGE 2000 PRIVATE LIMITED			
Statement of Cash flows for the period ended 30th September 2025			
(All amounts are stated in Rs. Lakhs, unless otherwise stated)			
Particulars	September 30, 2025	September 30, 2024	
Net Profit Before Taxes	(710.84)		18.57
Adjustments for:			
Depreciation and Amortization Expense	58.63	63.99	
Interest Income - on FD	(100.62)	(15.71)	
Dividend from Axles India Limited	(215.75)	-	
Profit on Sale of Assets	-	1.27	
Loss on Sale of Investments	0.34	-	
Finance Cost (Net)	1,050.99	7.12	
	<u>793.60</u>		<u>56.68</u>
Operation Profit Before Working Capital Changes	82.76		75.25
Adjustments for:			
Decrease/(Increase) in Inventories	(3.49)	(2.41)	
Decrease/(Increase) in Trade Receivables	(9.62)	(11.08)	
Decrease/(Increase) in Other Financial assets - Current	(80.89)	8.62	
Decrease/(Increase) in Other Financial assets - Non-Current	7.99	(5.97)	
Decrease/(Increase) in Other Current assets	(7.58)	(45.58)	
Decrease/(Increase) in Other Non-Current assets	-	-	
Increase/(Decrease) in Trade payables	(67.61)	47.95	
Increase/(Decrease) in Other Financial Liabilities - Current	-	-	
Increase/(Decrease) in Other Current Liabilities	(20.16)	(8.19)	
Increase/(Decrease) in Provisions - Current	(6.93)	(6.79)	
Increase/(Decrease) in Provisions and Other Financial Liabilities - Non-Current	-	-	
	<u>(188.29)</u>		<u>(23.44)</u>
Cash generated from operations	(105.53)		51.80
Income Tax paid (Net of refunds received)	(41.91)		(19.97)
Net Cash from Operating Activities (A)	(147.44)		31.84
Cash Flow from Investing Activities			
Purchase of Property, Plant and Equipment and Intangible Asset	(3.82)	(42.23)	
Sale of Property, Plant and Equipment and Intangible Asset	-	26.65	
Sale/(Purchase) of Chola Green Energy Private Limited Shares	0.50	(1.00)	
Sales of Axles India Limited Shares	2,267.99	-	
Purchase of Axles India Limited Shares	(18,271.06)	-	
Dividend Received from Axles India	215.75	-	
Interest on Fixed Deposit	100.62	15.71	
(Increase)/ Decrease in Fixed Deposit	100.00	-	
Net Cash Used in Investing Activities (B)	(15,590.03)		(0.88)
Cash Flow from Financing Activities			
Repayment of Principal Portion of Lease Liability	(11.86)	(10.30)	
Repayment of Interest Portion of Lease Liability	(5.92)	(7.12)	
Proceeds from Borrowings	21,000.00	-	
Processing Charges paid on Borrowings	(262.50)	-	
Dividend Paid	-	(105.46)	
Net Cash used in Financing Activities (C)	20,719.72		(122.88)
Net Increase/(Decrease) in Cash Equivalents (A)+(B)+(C)	4,982.25		(91.93)
Opening Cash and Cash Equivalents	398.25		465.92
Closing Cash and Cash Equivalents	5,380.50		374.00
As per our reports attached			
For SPVR AND ASSOCIATES			
Chartered Accountants			
Firm Registration No. Q16918S			
			
M SHENBAGAPRIYA			
Partner			
Membership No. 212806			
			
K SEKAR			
Director			
DIN 00419704			
			
V NARASIMHAN			
Director			
DIN 00412631			
Chennai			
25th October 2025			

FORGE 2000 PRIVATE LIMITED								
2.Property, Plant and Equipment								
							₹ in Lakhs	
Particulars							30th September 2025	31st March 2025
A. Owned Asset							738.17	781.41
B. Right-Of-Use Asset							88.39	101.45
Total							826.56	882.86
A. Owned Asset								
Particulars	Land	Buildings	Plant & Machinery	Vehicle	Tools & Dies	Furniture & Fittings	Data Processing	Total
Gross Carrying Value as at April 1, 2025	3.53	376.09	1,519.17	0.05	11.26	21.76	11.50	1,943.34
Additions	-	-	2.00	-	-	0.32	-	2.32
Deletions	-	-	-	-	-	-	-	-
Gross Carrying Value as at September 30, 2025	3.53	376.09	1,521.17	0.05	11.26	22.08	11.50	1,945.66
Accumulated depreciation as at April 1, 2025	-	79.21	1,047.74	0.04	11.14	12.62	11.18	1,161.93
Depreciation for the Period	-	6.97	37.50	-	-	0.98	0.11	45.57
Accumulated depreciation on deletions	-	-	-	-	-	-	-	-
Accumulated depreciation as at September 30, 2025	-	86.18	1,085.24	0.04	11.14	13.60	11.29	1,207.50
Carrying Value as at September 30, 2025	3.53	289.90	435.93	0.00	0.11	8.49	0.20	738.17
Particulars	Land	Buildings	Plant & Machinery	Vehicle	Tools & Dies	Furniture & Fittings	Data Processing	Total
Gross Carrying Value as at April 1, 2024	3.53	342.12	1,510.42	0.05	11.26	20.27	11.50	1,899.14
Additions	-	33.97	56.30	-	-	1.49	-	91.76
Deletions	-	-	(47.55)	-	-	-	-	(47.55)
Gross Carrying Value as at March 31, 2025	3.53	376.09	1,519.17	0.05	11.26	21.76	11.50	1,943.34
Accumulated depreciation as at April 1, 2024	-	66.22	976.52	0.04	11.14	10.73	10.27	1,074.92
Depreciation for the Period	-	12.99	80.40	-	-	1.88	0.91	96.19
Accumulated depreciation on deletions	-	-	(9.18)	-	-	-	-	(9.18)
Accumulated depreciation as at March 31, 2025	-	79.21	1,047.74	0.04	11.14	12.62	11.18	1,161.93
Carrying Value as at March 31, 2025	3.53	296.87	471.43	0.00	0.11	9.14	0.32	781.41
B.Right of Use Asset								
Particulars	Leasehold Land	Leasehold Land & Buildings	Total					
Gross Carrying Value as at April 1, 2025	12.93	140.77	153.71					
Additions	-	-	-					
Deletions	-	-	-					
Gross Carrying Value as at September 30, 2025	12.93	140.77	153.71					
Accumulated depreciation as at April 1, 2025	1.99	50.26	52.25					
Depreciation for the Period	0.50	12.57	13.06					
Accumulated depreciation on deletions	-	-	-					
Accumulated depreciation as at September 30, 2025	2.49	62.83	65.31					
Carrying Value as at September 30, 2025	10.45	77.95	88.39					
Particulars	Leasehold Land	Leasehold Land & Buildings	Total					
Gross Carrying Value as at April 1, 2024	12.93	140.77	153.71					
Additions	-	-	-					
Deletions	-	-	-					
Gross Carrying Value as at March 31, 2025	12.93	140.77	153.71					
Accumulated depreciation as at April 1, 2024	0.99	25.13	26.13					
Depreciation for the Period	0.99	25.13	26.13					
Accumulated depreciation on deletions	-	-	-					
Accumulated depreciation as at March 31, 2025	1.99	50.26	52.25					
Carrying Value as at March 31, 2025	10.94	90.51	101.45					
C. Capital Work In Progress								
Particulars	30th September 2025		31st March 2025					
Data Processing Equipment	1.49		-					
Total	1.49		-					
Capital Work In Progress ageing schedule:								

Capital Work-In-Progress	Less than 1 year	1-2 years	2-3 years	More than 3 years	Total
Projects in progress - September 30, 2025	1.49	-	-	-	1.49
- March 31, 2025	-	-	-	-	-
Projects temporarily suspended - September 30, 2025	-	-	-	-	-
- March 31, 2025	-	-	-	-	-
Total Capital Work in Progress - September 30, 2025	1.49	-	-	-	1.49
- March 31, 2025	-	-	-	-	-

FORGE 2000 PRIVATE LIMITED			₹ in Lakhs	
3. Investment Property				
	Particulars	Land	Total	
	Gross Carrying Value as at April 1, 2025	44.60	44.60	
	Additions	-	-	
	Deletions	-	-	
	Gross Carrying Value as at September 30, 2025	44.60	44.60	
	Accumulated depreciation as at April 1, 2025	-	-	
	Depreciation for the Period	-	-	
	Accumulated depreciation on deletions	-	-	
	Accumulated depreciation as at September 30, 2025	-	-	
	Carrying Value as at September 30, 2025	44.60	44.60	
	Particulars	Land	Total	
	Gross Carrying Value as at April 1, 2024	44.60	44.60	
	Additions	-	-	
	Deletions	-	-	
	Gross Carrying Value as at March 31, 2025	44.60	44.60	
	Accumulated depreciation as at April 1, 2024	-	-	
	Depreciation for the Period	-	-	
	Accumulated depreciation on deletions	-	-	
	Accumulated depreciation as at March 31, 2025	-	-	
	Carrying Value as at March 31, 2025	44.60	44.60	
i) Amount recognised in the Statement of Profit and Loss for Investment Properties				
		₹ in Lakhs		
		For the period ended		
	Particulars	30th September 2025	30th September 2024	
	Rental Income	0.18	0.18	
	Direct operating expenses from property that generated rental income	-	-	
	Direct operating expenses from property that did not generate rental income	-	-	
	Profit from Investment Properties before depreciation	0.18	0.18	
	Depreciation	-	-	
	Profit from Investment Property	0.18	0.18	
ii) Contractual Obligations				
The Company has no restrictions on the realisability of its investment property. There are no contractual obligations to purchase, construct or develop investment property as at the year end.				
iii) Leasing Arrangements				
Investment Property is leased out to M/s. Brakes India Private Limited under Operating Leases.				
iv) Fair Value				
		₹ in Lakhs		
		As at 30th September 2025	As at 31st March 2025	
	Particulars	223.69	223.69	
Investment Property				
Estimation of Fair Value				
The fair value is estimated based on the guideline value published by the government. No valuation is carried out with an Independent Valuer. The guideline value is the best representative of the fair values of Investment Property and hence classified as Level 1 Valuation.				
4. Intangible Assets				
	Particulars	Computer Software Total		
	Gross Carrying Value as at April 1, 2025	17.90	17.90	
	Additions	-	-	
	Deletions	-	-	
	Gross Carrying Value as at September 30, 2025	17.90	17.90	
	Accumulated depreciation as at April 1, 2025	17.72	17.72	
	Depreciation for the Period	-	-	
	Accumulated depreciation on deletions	-	-	
	Accumulated depreciation as at September 30, 2025	17.72	17.72	
	Carrying Value as at September 30, 2025	0.18	0.18	
	Particulars	Computer Software Total		
	Gross Carrying Value as at April 1, 2024	17.90	17.90	
	Additions	-	-	
	Deletions	-	-	
	Gross Carrying Value as at March 31, 2025	17.90	17.90	
	Accumulated depreciation as at April 1, 2024	17.42	17.42	
	Depreciation for the Period	0.30	0.30	
	Accumulated depreciation on deletions	-	-	
	Accumulated depreciation as at March 31, 2025	17.72	17.72	
	Carrying Value as at March 31, 2025	0.18	0.18	

FORGE 2000 PRIVATE LIMITED		Amount in ₹ Lakhs	
		30th September 2025	31st March 2025
5 Investments			
Non-Current			
<u>Investments in Equity Instruments - quoted - Fully paid up</u>			
<u>Investments carried at Cost</u>			
Associates			
Axles India Limited (5393674 Equity Shares of Rs 10 Each - Fully paid up)	16,002.73		-
<u>Investments in Equity Instruments - Unquoted - Fully paid up</u>			
<u>Investments carried at Fair Value through Profit or Loss Account</u>			
Clarion Windfarm Private Limited (226778 Equity Shares of Rs 10 Each - Fully paid up)	22.68		22.68
Chola Green Energy Private Limited (50 (March 2025 - 100) Equity Shares of Rs.1000 Each - Fully paid up)	0.50		1.00
Total Non-Current investments	16,025.91		23.68
<i>Aggregate of Quoted Investments</i>	<i>16,002.73</i>		<i>-</i>
<i>Aggregate of Unquoted Investments</i>	<i>23.18</i>		<i>23.68</i>
6 Other Financial Assets			
Non-Current			
i) Security Deposits	46.02		53.49
ii) Gratuity - Excess of Plan assets over Benefits Obligation	-		0.52
ii) Bank Deposits with more than 12 months Maturity	-		100.00
	46.02		154.01
Current			
i) Interest Accrued on Deposits	96.25		15.36
	96.25		15.36
7 OTHER ASSETS			
Non-Current			
a) Prepaid expenses	-		-
b) Advance payment of income tax (net)	47.33		31.59
	47.33		31.59
Current			
a) Advances other than capital advances			
- To Vendors	8.73		3.36
- To Employees	0.65		3.39
b) Prepaid expenses	6.75		3.00
c) Balance with government authorities (GST Credit)	10.30		9.09
	26.43		18.84
8 INVENTORIES			
Stores & spares	50.99		47.50
	50.99		47.50
9 TRADE RECEIVABLES			
<i>Unsecured and considered good</i>			
Current			
Trade receivables	138.86		129.24
Receivables from related parties	-		-
	138.86		129.24
Notes :			
<u>Movement in expected credit loss allowance on trade receivables</u>			
Balance at the beginning of the year	-		-
Loss allowance measured at lifetime expected credit losses	-		-
Balance at the end of the year	-		-

FORGE 2000 PRIVATE LIMITED

Amount in ₹ Lakhs

30th September 2025 31st March 2025

Ageing Schedule for Trade Receivables

(Amount in ₹ Lakhs)

Particulars	Outstanding for following periods from due date of					Total
	Less than 6 months	6 months -1 year	1-2 years	2-3 years	More than 3 years	
Undisputed Trade Receivables – considered good	138.86	-	-	-	-	138.86
Undisputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
Undisputed Trade Receivables – credit impaired	-	-	-	-	-	-
Disputed Trade Receivables – considered good	-	-	-	-	-	-
Disputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
Disputed Trade Receivables – credit impaired	-	-	-	-	-	-
	138.86	-	-	-	-	138.86
Less: Allowance for Expected Credit Loss	-	-	-	-	-	-
Total Trade Receivables as on September 30, 2025						138.86

Particulars	Outstanding for following periods from due date of					Total
	Less than 6 months	6 months -1 year	1-2 years	2-3 years	More than 3 years	
Undisputed Trade Receivables – considered good	129.24	-	-	-	-	129.24
Undisputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
Undisputed Trade Receivables – credit impaired	-	-	-	-	-	-
Disputed Trade Receivables – considered good	-	-	-	-	-	-
Disputed Trade Receivables – which have significant increase in credit risk	-	-	-	-	-	-
Disputed Trade Receivables – credit impaired	-	-	-	-	-	-
	129.24	-	-	-	-	129.24
Less: Allowance for Expected Credit Loss	-	-	-	-	-	-
Total Trade Receivables as on March 31, 2025						129.24

10 CASH AND CASH EQUIVALENTS

a) Balance with banks				
- Current Account			118.34	98.24
- Deposits*			5,262.16	300.00
b) Cash on hand			0.01	0.01
			<u>5,380.50</u>	<u>398.25</u>

*Rs. 48 Crores Fixed Deposit has been lien marked to M/s. Catalyst Trusteeship Limited

11 EQUITY SHARE CAPITAL

a) Authorised Share Capital				
20,00,000 Equity shares of Rs.10 each			200.00	200.00
			<u>200.00</u>	<u>200.00</u>
b) Issued, Subscribed & Fully Paid Capital				
20,00,000 Equity shares of Rs.10 each			200.00	200.00
			<u>200.00</u>	<u>200.00</u>

c) **Reconciliation of shares outstanding at the beginning and at the end of the reporting period**

Particulars	For the period ended 30th September 2025	
	Number of Shares	Amount in ₹ Lakhs
Balance at the beginning of the year	20,00,000	200.00
Add: Shares Issued during the year	-	-
Balance at the end of the year	20,00,000	200.00
Particulars	For the year ended 31st March 2025	
	Number of Shares	Amount in ₹ Lakhs
Balance at the beginning of the year	20,00,000	200.00
Add: Shares Issued during the year	-	-
Balance at the end of the year	20,00,000	200.00

FORGE 2000 PRIVATE LIMITED		Amount in ₹ Lakhs	
		30th September 2025	31st March 2025
d) Rights, Preferences and Restrictions:			
The company has one class of equity shares having a par value of Rs.10 per share. Each member is entitled to one vote by show of hands and while on poll, every shareholder is entitled to vote in proportion to their holdings. The shareholders are entitled to dividend rights upon declaration by Board of Directors and repayment of share capital at the time of liquidation.			
e) Details of shareholders holding more than 5% of equity shares			
		30th September 2025	31st March 2025
Name of the shareholder		No of shares	No of shares
TSF Investments Limited (Formerly Sundram Finance Holdings Limited)		19,99,994	19,99,994
M/s. Rohini Holdings Private Ltd		-	-
M/s. Allegro Holdings Private Ltd		-	-
f) Shareholding of Promoters			
Shares held by Promoter at the end of the year			
Promoters Name	No. of Shares	% of Total Shares	% of Change during the year
Mr. S Badrinarayanan	-	-	-
12 OTHER EQUITY			
<i>(Refer statement of changes in equity for detailed movement)</i>			
a) Share Premium		10.00	10.00
a) General Reserve		387.74	387.74
b) Retained earnings		35.27	771.40
c) Items of other comprehensive income			
- Other items		(2.67)	(2.67)
		<u>430.34</u>	<u>1,166.48</u>
Description of nature and purpose of each reserve			
Share Premium			
Share premium represents the amount received in excess of the par value of share. It can be utilised for purposes such as Bonus issue, buy back of shares, etc...			
General Reserve			
General reserve is created from time to time by transferring profits from retained earnings for appropriation purposes. General reserve is created by a transfer from one component of equity to another and is not an item of other comprehensive income. It can be utilised for purposes such as dividend payout, bonus issue, etc.			
Retained Earnings			
Retained earnings are the profits that the Company has earned till date, less any transfers to general reserve, dividends or other distributions paid to shareholders.			
13 Borrowings			
Non- Current			
Secured - Other borrowings			
Term Loan from SCCL		15,098.63	-
Less: Borrowing Cost Unamortised (Secured by way of pledge of Shares in Axles India Limited)		(223.32)	-
Total Borrowings - Non-Current		<u>14,875.31</u>	<u>-</u>
Current Maturities of Long Term Borrowings			
Term Loan from SCCL		6,806.68	-
Less: Borrowing Cost Unamortised (Secured by way of pledge of Shares in Axles India Limited)		-	-
Total Borrowings - Current		<u>6,806.68</u>	<u>-</u>

		FORGE 2000 PRIVATE LIMITED	
		Amount in ₹ Lakhs	
		30th September 2025	31st March 2025
14 Lease Liabilities			
Non-Current			
Lease Liabilities	87.94	94.95	
Current			
Lease Liabilities	13.63	18.49	
15 Financial Liabilities			
Non-Current			
Trade Deposits	22.68	22.68	
	<u>22.68</u>	<u>22.68</u>	
Current	-	-	
16 Provisions			
Non current			
Provision for Employee Benefits	4.70	4.70	
	<u>4.70</u>	<u>4.70</u>	
Current			
Provision for Employee Benefits	8.42	15.34	
	<u>8.42</u>	<u>15.34</u>	
17 Deferred Tax Liabilities (Net)			
Deferred tax liability	22.81	23.33	
Deferred tax asset	(4.72)	(4.37)	
	<u>18.09</u>	<u>18.96</u>	
Movement in Deferred tax assets and liabilities			
Movement during the quarter ended 30th September, 2026	As at 1st April, 2025	(Credit)/ Charge in the Statement of Profit and Loss	As at 30th September, 2025
Deferred tax (assets)/ liabilities			
Provision for Leave Encashment	(1.29)	(0.11)	(1.40)
Property, Plant and Equipment	22.79	(0.13)	22.66
Net Lease Liability	(3.02)	(0.30)	(3.32)
Gratuity	0.47	0.07	0.54
Carryforward Loss	-	(0.39)	(0.39)
	<u>18.96</u>	<u>(0.86)</u>	<u>18.09</u>
Movement during the year ended 31st March, 2025	As at 1st April, 2024	(Credit)/ Charge in the Statement of Profit and Loss	As at 31st March, 2025
Deferred tax (assets)/ liabilities			
Provision for Leave Encashment	(1.28)	(0.01)	(1.29)
Property, Plant and Equipment	25.69	(2.90)	22.79
Net Lease Liability	(2.03)	(0.99)	(3.02)
Gratuity	0.57	(0.11)	0.47
	<u>22.96</u>	<u>(4.01)</u>	<u>18.96</u>
18 Trade Payables			
a) Dues to Micro, Small & Medium enterprises		-	0.22
b) Dues to Others		67.54	134.92
		<u>67.54</u>	<u>135.14</u>

FORGE 2000 PRIVATE LIMITED

Amount in ₹ Lakhs

30th September 2025	31st March 2025
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Trade Payables ageing schedule

(Amount in ₹ Lakhs)

Particulars	Outstanding for following periods from due date of payment				Total
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
(i) MSME	-	-	-	-	-
(ii) Others	56.67	-	4.96	5.91	67.54
(iii) Disputed dues – MSME	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-
Total Trade Payables as on September 30, 2025	56.67	-	4.96	5.91	67.54

Particulars	Outstanding for following periods from due date of payment				Total
	Less than 1 year	1-2 years	2-3 years	More than 3 years	
(i) MSME	0.22	-	-	-	0.22
(ii) Others	122.38	1.70	5.32	5.55	134.92
(iii) Disputed dues – MSME	-	-	-	-	-
(iv) Disputed dues - Others	-	-	-	-	-
Total Trade Payables as on March 31, 2025	122.58	1.70	5.32	5.55	135.14

19 Other Current Liabilities

Provision for Expenses	122.84	60.84
Statutory dues	25.63	8.53
Due to Employees	1.32	-
	<u>149.80</u>	<u>69.37</u>

FORGE 2000 PRIVATE LIMITED


	Amount in ₹ Lakhs	
	30th September	30th September
	2025	2024
20 Revenue from Operations		
a) Revenue from services	1,127.74	1,178.04
b) Other operating revenues	7.40	14.24
	1,135.14	1,192.29
21 Other Income		
a) Interest Income	102.39	15.71
b) Rental Income	0.18	0.18
c) Dividend from Axles India Limited	215.75	-
d) Profit on Sale of Assets	-	1.27
e) Profit on Sale of Investments	(0.34)	-
	317.97	17.15
22 Employee Benefit Expenses		
a) Salaries and Wages	395.65	401.05
b) Contribution to provident and other funds	10.06	8.02
c) Staff welfare expenses	50.64	47.54
	456.36	456.61
23 Finance Cost		
Interest on Term Loan	1,045.07	-
Interest on Lease Liability	5.92	7.12
	1,050.99	7.12
24 Other Expenses		
a) Consumption of stores and tools	100.30	111.70
b) Power and fuel	228.68	234.50
c) Rent	-	0.06
d) Repairs and maintenance		
- Plant and Machinery	12.01	13.75
- Buildings	0.58	2.23
e) Insurance	1.12	1.25
f) Rates and taxes	3.81	4.73
g) Sub-Contract Charges	199.53	237.43
h) Freight Inward	34.07	37.98
i) Business Support fees	10.00	10.00
j) Director Sitting Fees	0.21	0.12
k) Miscellaneous expenses	6.52	8.63
l) Auditors' Remuneration		
i) Statutory Audit fees	1.00	0.78
ii) Tax Audit fees	-	-
iii) Certification fees	0.15	-
	597.97	663.15
25 Income Taxes		
A. Components of Income Tax Expense		
i) Tax Expenses recognised in the Statement of Profit and Loss		
Current tax		
Current year	26.16	4.82
(Excess)/Short tax provision for earlier years	-	-
Total (a)	26.16	4.82
Deferred tax Charge / (Credit)		
Origination and reversal of temporary differences	(0.86)	(1.08)
MAT Credit Entitlement	-	-
Total (b)	(0.86)	(1.08)
Total of (a) + (b)	25.30	3.74
ii) Tax on Other Comprehensive Income		
Deferred tax Charge / (Credit)		
On remeasurement of deferred tax benefits	-	-
	-	-

B. Reconciliation of Effective Tax Rate



The reconciliation between Statutory income tax rate applicable to the company and the effective income tax rate of the company is as follows:

	%	%
Statutory Income tax rate	25.17	25.17
Differences due to		
Expenses not deductible for tax purposes	(28.73)	0.04
Change in tax rate	-	(3.19)
Others	-	(1.89)
	<u>(3.56)</u>	<u>20.13</u>
(Excess)/Short tax provision for earlier years	-	-
	<u>(3.56)</u>	<u>20.13</u>
26 Earnings per share		
Profit / (Loss) after tax expense	(736.14)	14.83
Weighted average number of Equity shares	20,00,000	20,00,000
Basic and Diluted earnings per share	(₹ 36.81)	₹ 0.74

As per our reports attached
For SPVR AND ASSOCIATES
Chartered Accountants
Firm Registration No. 016918S


M SHENBAGAPRIYA
Partner
Membership No. 212806

Chennai
25th October 2025

 
K SEKAR V NARASIMHAN
Director Director
DIN 00419704 DIN 00412631

**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH - II, CHENNAI**

CA (CAA)/ 68(CHE)/ 2025

(Under Sections 230 to 232 of the Companies Act, 2013)

*In the matter of Scheme of Amalgamation of Forge 2000 Private Limited and Axles
India Limited*

FORGE 2000 PRIVATE LIMITED

No.67, Chamiers Road, Chennai,
Tamil Nadu, India – 600028
CIN: U51909TN2000PTC044441

... 1st Applicant Company

AXLES INDIA LIMITED

21, Patullos Road, Chennai,
Tamil Nadu, India 600002
CIN: U27209TN1981PLC008630

... 2nd Applicant Company

Order Pronounced on 12th November 2025

CORAM

Shri. JYOTI KUMAR TRIPATHI, MEMBER (JUDICIAL)

Shri. RAVICHANDRAN RAMASAMY, MEMBER (TECHNICAL)

Present:

For Applicants: T.K. Bhaskar, K. Harishankar

ORDER

(Hearing through hybrid mode)

The present application has been filed jointly by the Applicant Companies, namely **FORGE 2000 PRIVATE LIMITED** with **AXLES INDIA LIMITED**, under sections 230-232 of Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 in relation to the Scheme of Arrangement (hereinafter referred to as

the “SCHEME”) proposed by the Applicant Companies. The said Scheme is appended as 323-354 in the application.

1. The Applicant Companies in this Application has sought for the following reliefs.

	EQUITY SHAREHOLDERS	PREFERENCE SHAREHOLDERS	SECURED CREDITORS	UNSECURED CREDITORS
TRANSFEROR COMPANY	Dispense with	N.A.	Dispense with	Convene Meeting
TRANSFeree COMPANY	Convene Meeting	N.A.	Dispense with	Convene Meeting

2. Affidavits in support of the present Application sworn for and on behalf of the Applicant Companies have been filed by its authorized signatories, details of which are listed hereunder: -

- i) K. Sekar on behalf of the 1st Applicant Company Authorized signatory.
- ii) Madhavan V on behalf of the 2nd Applicant Company Authorized signatory.

3. It is submitted that the 1st Applicant company is a Private Limited Company, incorporated under the provisions of Companies Act, 1956 on 20.03.2000 with name **FORGE 2000 PRIVATE LIMITED**.

4. It is submitted that the authorised, issued, subscribed and paid capital of the 1ST applicant Company as on 30.06.2025 is as follows:

PARTICULARS	AMOUNT IN RS.
<u>AUTHORISED SHARE CAPITAL</u> 20,00,000 Equity shares of Rs 10/- each	2,00,00,000
<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL</u> 20,00,000 Equity shares of Rs.10/- each	2,00,00,000

MAIN OBJECTS OF THE FIRST APPLICANT COMPANY IN BRIEF:

"a. The main objects of First applicant Company are set out in its memorandum of association and inter alia, as follows:

To carry on the business of manufacturing forgings cold boxes and shell cores, to carry on the business of manufacturing fabricated metal products, to carry on business of manufacturers importers, exporters, buyers and sellers.

5. It is submitted that the second applicant Company is a Public Limited Company, incorporated on 18.02.1981 with name **AXLES INDIA LIMITED**.
6. It is submitted that the authorised, issued, subscribed and paid-up capital as on 30.06.2025 is as follows:

PARTICULARS	AMOUNT IN RS.
<u>AUTHORISED SHARE CAPITAL</u> 2,60,00,000 EQUITY SHARES OF RS 10/- EACH	26,00,00,000
6,00,000 PREFERENCE SHARES OF RS 100/- EACH	6,00,00,000
<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL</u> 2,54,90,646 Equity shares Rs 10/- each	25,49,06,460
<u>SUBSCRIBED AND PAID UP SHARE CAPITAL</u> 2,54,84,410 EQUITY SHARES OF RS 10/- EACH FULLY PAID-UP	25,48,44,100

MAIN OBJECTS OF THE 2ND APPLICANT COMPANY IN BRIEF:

"a. The main objects of 2nd Applicant Company are set out in its memorandum of association and inter alia, as follows:

A. To carry on the business of manufacturers, exporters and dealers in all types of Axles and Axle Components for Commercial Vehicles and other types of automotive and off-highway vehicles.

B. To manufacture, produce, repair, export, import, purchase, sell and deal in and generally to carry on business in the manufacture, sale and supply of Axles and Axles Components.

C. To manufacture, sell or otherwise deal in all such materials or components as are allied or akin to the above-mentioned products.

D. To carry on the business of manufacture of Forgings, Castings, Pressed/Fabricated items, Gears and Shafts."

7. Applicant companies have filed their respective Memorandum and Articles of Association inter alia delineating their object clauses. The Applicant Companies have filed their audited financial Statements as on 31.03.2025 and unaudited financial statement for the period of ending 30.06.2025.

8. The Present Scheme provides for Arrangement of Applicant companies and the rationale of the scheme is as follows:

“RATIONALE FOR THE SCHEME

A. The Transferor Company and the majority of the equity share capital of Transferee Company are owned, inter alia, by the same group of companies, and therefore, the amalgamation of the Transferor Company with and into the Transferee Company would lead to simplification of the group structure.

B. The amalgamation of the Transferor Company with the Transferee Company will help in consolidation of manufacturing of forged parts and captive forging activities under a single entity and facilitate agile responses to customer requirements, quicker implementation of design changes, and enhanced cost competitiveness.

C. The amalgamation will enable optimization of the forging value chain and manufacturing operations, leading to cost effective processes and improved efficiency.

D. The amalgamation will facilitate integration of respective inhouse engineering, manufacturing and supply chain expertise to act as a gateway for growth and expanding business operations wherein the resources of the Transferor Company can be advantageously combined with the resources of the Transferee Company and thereby delivering greater value to customers.

E. There is no likelihood that interests of any shareholder or creditor of either the Transferor Company or the Transferee Company would be prejudiced as a result of the Scheme. The Scheme will not impose any additional burden on the members of the Transferor Company or the Transferee Company.

9. The Board of Directors of the Transferor Companies and the Transferee Company in the meeting held on 26.07.2025 and 24.07.2025 has approved the proposed Scheme as contemplated above. Certified Copies of the Board resolutions passed thereon have been placed on record by the companies in this application respectively.

10. The Statutory Auditors of both the Applicant Companies have certified that the Accounting Standards are in compliance with Section 133 of the Companies Act, 2013.

11. With respect to **FORGE 2000 PRIVATE LIMITED** it is submitted as under:

CA (CAA)/ 68(CHE)/ 2025 In the matter of Scheme of Amalgamation of Forge 2000 Private Limited and Axles India Limited

I. EQUITY SHAREHOLDERS:

There are 7 (**Seven**) Equity Shareholders and the List of equity shareholders to this effect as on 30.06.2025 is placed on record as a certificate issued by the Chartered Accountant at Pg.No. 123. Consent by way of Affidavits was given by all the Equity Shareholders amounting to 100% is also placed on record at Pg.No.124- and has sought to *dispense with the meeting*.

II. SECURED CREDITORS:

There is 1 (**one**) Secured Creditor. Certificate has been issued by the Chartered Accountant to this effect as on 30.06.2025 is placed along with the application at Page 146. The and has sought to *dispense with the meeting*

III UNSECURED CREDITORS:

There is 63 (**sixty three**) Unsecured Creditors. Certificate has been issued by the Chartered Accountant to this effect is placed along with the application at Pg.No.153-154 has sought to *convene the meeting*.

12. With respect to **AXLES INDIA LIMITED** it is submitted as under:

I. EQUITY SHAREHOLDERS:

There are 3060 (**Three thousand sixty**) Equity Shareholders and the List of equity shareholders to this effect as on 01.08.2025 is placed on record as a certificate issued by the Chartered Accountant at Pg.No.275 and the applicant has sought to *convene the meeting*.

II. SECURED CREDITORS:

There is 1 (**one**) Secured Creditor. Certificate has been issued by the Chartered Accountant to this effect is placed along with the application at Page 277. The and has sought to *dispense with the meeting*

II. UNSECURED CREDITORS:

There is **157 (Hundred and fifty seven)** Unsecured Creditors. Certificate has been issued by the Chartered Accountant to this effect as on 30.06.2025 is placed along with the application at Pg.No.296 has sought to *convene the meeting*.

13. Taking into consideration the submissions and the documents on record, this Tribunal issues the following directions: -

A) IN RELATION OF TRANSFEROR COMPANY:

I) With respect to Equity shareholders:

Since it is represented that there are **7 (seven)** Equity Shareholder in the Company whose consents by way of affidavits forming 100% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

II) With respect to Secured Creditors:

Since it is represented that is only 1 (one) Secured Creditors in the Company who has sought for dispense of the meeting, whose consents by way of affidavits forming 100% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

III) With respect to Unsecured Creditors:

Since it is represented that there are **63 (sixty Three)** Unsecured Creditors in the Company and has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 10.00 A.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices.

B) IN RELATION OF TRANSFEREE COMPANY:

CA (CAA)/ 68(CHE)/ 2025 In the matter of Scheme of Amalgamation of Forge 2000 Private Limited and Axles India Limited

I) With respect to Equity shareholders:

Since it is represented that there are **3060 (Three thousand sixty)** Equity shareholders in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Equity Shareholders on 27.12.2025 at 12.00 P.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices.

II) With respect to Secured Creditors:

It is represented that there is only one Secured Creditors in the Company, the necessity to convene and hold a meeting is *dispensed with*.

III) With respect to Unsecured Creditors:

Since it is represented that there are **157 (One hundred and fifty seven)** Unsecured Loan Creditor in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 02.00 P.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices.

14. The quorum for the meeting of the Applicant Company shall be as follows:

(a) Transferor Company

S.No.	Class	Quorum
1	Unsecured creditor	20

(b) Transferee company

S.No.	Class	Quorum
1	Equity shareholder	600
2	Unsecured creditor	30

- (i) The Chairperson appointed for the aforesaid meeting shall be L.N. Gupta (Mobile No. 8130585511). The Fee of the Chairperson for the said meeting shall be Rs.1,50,000/- (Rupees One lakh fifty thousand only) in addition to meeting his incidental expenses. The Chairperson(s) will file the reports of the meeting within a week from the date of holding of the above said meetings.
- (ii) Mr. S Vedhavel Advocate (Mobile No.7358289352) is appointed as a Scrutinizer and would be entitled to a fee of Rs.75,000/- (Rupees seventy five thousand only) for services in addition to meeting his incidental expenses.
- (iii) In case the quorum as noted above, for the above meeting of the Applicant Companies is not present at the meeting, then the meeting shall be adjourned by half an hour, and thereafter the person(s) present and voting shall be deemed to constitute the quorum. For the purpose of computing the quorum the valid proxies shall also be considered, if the proxy in the prescribed form, duly signed by the person entitled to attend and vote at the meeting, is filed with the registered office of the applicant companies at least 48 hours before the meeting. The Chairperson appointed herein along with Scrutinizer shall ensure that the proxy registers are properly maintained. However, every endeavour should be made by the applicant companies to attain at least the quorum fixed, if not more in relation to approval of the scheme.

- (iv) The meetings shall be conducted as per applicable procedure prescribed under MCA Circular MCA General Circular Nos. (i) 20/2020 dated 5th May 2020 (AGM Circular), (ii) 14/2020, dated 08.04.2020 (EGM Circular-I) and (iii) 17/2020 dated 13.04.2020 (EGM Circular-II);
- (v) That individual notices of the above said meetings shall be sent by the Applicant Company through registered post or speed post or through courier or e-mail, 30 days in advance before the scheduled date of the meeting, indicating the day, date, the place and the time as aforesaid, together with a copy of scheme, copy of explanatory statement, required to be sent under the Companies Act, 2013 and the prescribed form of proxy shall also be sent along and in addition to the above any other documents as may be prescribed under the Act or rules may also be duly sent with the notice.
- (vi) That the applicant company shall publish advertisement with a gap of at least 30 clear days before the aforesaid meetings, indicating the day, date and the place and time as aforesaid, to be published in the English Daily "Business Standard" (All India Edition), and "Makkal Kural" Tamil (Tamil Nadu Edition) in Vernacular stating the copies of Scheme, the Explanatory Statement required to be furnished pursuant to Section 230 of the Companies Act, 2013 and the form of proxy shall be provided free of charge at the registered office of the respective Applicant companies.
- (vii) The Chairperson shall as aforesaid be responsible to report the result of the meeting within a period of 3 days of the conclusion of the meeting with details of voting on the proposed scheme.
- (viii) The company shall individually send notice to the Regional Director concerned, MCA, Registrar of Companies, Official

Liquidator and the Income Tax Authorities as well as other Sectoral regulators who may have significant bearing on the operation of the applicant companies or the Scheme *per se* along with copy of required documents and disclosures required under the provisions of Companies Act, 2013 read with Companies (Compromises, Arrangements & Amalgamations) Rules, 2016.

- (ix) The applicant company shall further copy of the Scheme free of charge within 1 days of any requisition for the Scheme made by every creditor or member of the applicant companies entitled to attend the meetings as aforesaid.
- (x) The authorized Representative of the Applicant Company shall furnish an affidavit of service of notice of meetings and publication of advertisement and compliance of all directions contained herein at least a week before the proposed meetings.

All the aforesaid directions are to be complied with strictly in accordance with the applicable law including forms and formats contained in the Companies (Compromises, Arrangements & Amalgamations) Rules, 2016 as well as the provisions of the Companies Act, 2013 by the Applicants.

15. Accordingly, the Application stands **allowed** on the aforesaid terms and is **disposed of**.

-Sd-

RAVICHANDRAN RAMASAMY
MEMBER (TECHNICAL)

-Sd-

JYOTI KUMAR TRIPATHI
MEMBER (JUDICIAL)



**NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – II
CHENNAI**

**ATTENDANCE CUM ORDER SHEET OF THE HEARING OF NATIONAL
COMPANY LAW TRIBUNAL, CHENNAI BENCH, HELD ON 26.11.2025 AT
10.30 A.M. THROUGH VIDEO CONFERENCING:**

**PRESENT: SHRI. JYOTI KUMAR TRIPATHI, HON'BLE MEMBER (JUDICIAL)
SHRI. RAVICHANDRAN RAMASAMY, HON'BLE MEMBER (TECHNICAL)**

IN THE MATTER OF : FORGE 2000 PRIVATE LIMITED
PETITION NUMBER : C.A.(CAA)/68(CHE)2025
APPLICATION NUMBER : a) IA(COMPANIES.ACT)/236(CHE)2025
b) IA(COMPANIES.ACT)/238(CHE)2025

ORDER

8. a) IA(COMPANIES.ACT)/236(CHE)2025

Present : Ld. Counsel Mr.T.K.Bhaskar for the Applicant.

The counsel submitted that there are some clerical rectifications as to the order dated 12.11.2025. The relevant portion is extracted herein below.

III) With respect to Unsecured Creditors:

“Since it is represented that there are 63 (sixty Three) Unsecured Creditors in the Company and has sought for convening the meeting. this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 10.00 A.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

1) With respect to Equity shareholders:

“Since it is represented that there are 3060 (Three thousand sixty) Equity shareholders in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Equity Shareholders on 27.12.2025 at



12.00 P.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

III) With respect to Unsecured Creditors:

“Since it is represented that there are 157 (One hundred and fifty seven) Unsecured Loan Creditor in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 02.00 P.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Therefore, the same is hereby modified and read as hereunder.

III) With respect to Unsecured Creditors:

“Since it is represented that there are 5 (Five) Unsecured Creditors in the Company and has sought for convening the meeting. this tribunal directs to convene the meeting of Unsecured Creditors on 27.01.2026 at 10.00 A.M at the Registered office address of the Transferor Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

1) With respect to Equity shareholders:

“Since it is represented that there are 15 (Fifteen) Equity shareholders in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Equity Shareholders on 27.01.2026 at 12.00 P.M at the Registered office address of the Transferee Company or through video conferencing or if not convenient at any other suitable place for which approval



shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

III) With respect to Unsecured Creditors:

“Since it is represented that there are 5 (Five) Unsecured Loan Creditor in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.01.2026 at 02.00 P.M at the Registered office address of the Transferee Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Accordingly IA(CA)236(CHE)2025 is allowed and disposed of.

8.b) IA(COMPANIES.ACT)/238(CHE)2025

Present : Ld. Counsel Mr.T.K.Bhaskar for the Applicant.

The counsel submitted that there are some clerical rectifications as to the order dated 12.11.2025. The relevant portion is extracted herein below.

Page No. 1 of 10:

“The present application has been filed jointly by the Applicant Companies, namely FORGE 2000 PRIVATE LIMITED with AXLES INDIA LIMITED, under sections 230-232 of Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 in relation to the Scheme of Arrangement (hereinafter referred to as CA (CAA)/ 68(CHE)/ 2025 In the matter of Scheme of Amalgamation of Forge 2000 Private Limited and Axles India Limited Page 2 of 10 the "SCHEME") proposed by the Applicant Companies. The said Scheme is appended as 323-354 in the application”.



Para 8, Page. No. 4 of 10

The Present Scheme provides for Arrangement of Applicant companies and the rationale of the scheme is as follows:

Para 13.A.(III), Pg.No. 6 of 10

III) With respect to Unsecured Creditors:

“Since it is represented that there are 63 (sixty Three) Unsecured Creditors in the Company and has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 10.00 A.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Para 13.B.(I), Pg. No. 7 of 10

1) With respect to Equity shareholders:

“Since it is represented that there are 3060 (Three thousand sixty) Equity shareholders in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Equity Shareholders on 27.12.2025 at 12.00 P.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Para 13.B.(III), Pg. No. 7 of 10

III) With respect to Unsecured Creditors:

“Since it is represented that there are 157 (One hundred and fifty seven) Unsecured Loan Creditor in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 02.00 P.M at the Registered office address of the Demerged Company or through video conferencing or if not convenient at any other



suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Therefore, the same to be hereinafter read as provided:

Preamble, Pg.No. 1 of 10

“The present application has been filed jointly by the Applicant Companies, namely FORGE 2000 PRIVATE LIMITED with AXLES INDIA LIMITED, under sections 230-232 of Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) of Rules, 2016 in relation to the Scheme (hereinafter referred to as CA Amalgamation (CAA)/68(CHE)/2025 In the matter of Scheme of Amalgamation of Forge 2000 Private Limited and Axles India Limited Page 2 of 10 the "SCHEME") proposed by the Applicant Companies. The said Scheme is appended as 323-354 in the application”.

Para 8, Page No.4 of 10

“The Present Scheme provides for Amalgamation of Applicant companies and the rationale of the scheme is as follows”:

Para 13.B.(III), Pg. No. 7 of 10

III) With respect to Unsecured Creditors:

“Since it is represented that there are 63 (sixty Three) Unsecured Creditors in the Company and has sought for convening the meeting. this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 10.00 A.M at the Registered office address of the Transferor company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.



Para 13.B.(I), Pg. No. 7 of 10

I) With respect to Equity shareholders:

“Since it is represented that there are 3060 (Three thousand sixty) Equity shareholders in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Equity Shareholders on 27.12.2025 at 12.00 P.M at the Registered office address of the Transferee Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Para 13.B.(III), Pg. No. 7 of 10

III) With respect to Unsecured Creditors:

“Since it is represented that there are 157 (One hundred and fifty seven) Unsecured Creditor in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Creditors on 27.12.2025 at 02.00 P.M at the Registered office address of the Transferee Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices”.

Accordingly IA(CA)238(CHE)2025 is allowed and disposed of.

**Sd/-
RAVICHANDRAN RAMASAMY
Member (Technical)**

**Sd/-
JYOTI KUMAR TRIPATHI
Member (Judicial)**

jp