



## Disclosure under Regulation 30A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Number of Subsisting Agreement	1
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**Rane Brake Lining Limited**  
CIN L63011TN2004PLC054948

### Details in terms of regulation 30A of SEBI LODR, 2015

Particulars	Details
<p>a) if the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity);</p>	<p>The details of the counter parties to the agreement and their relationship to the listed entity is as under:</p> <ul style="list-style-type: none"> <li>a. Nisshinbo Holdings Inc., Promoter of the RBL</li> <li>b. Rane Holdings Limited (RHL), party to the Shareholders agreement and Holding Company</li> </ul>
<p>b) if listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.</p>	<p style="text-align: center;">NA</p>
<p>c) purpose of entering into the agreement;</p>	<p>Cooperation between RHL, NISH and the Company in connection with shareholding and related rights and obligations.</p>
<p>d) shareholding, if any, in the entity with whom the agreement is executed;</p>	<p>This agreement was entered into by the parties on February 28, 2009.</p> <p>As on August 14, 2023, RHL holds 50.03%, NISH holds 20.64% in the Company.</p>
<p>e) significant terms of the agreement (in brief)</p>	<p>NISH would become a Promoter of RBL along with RHL, when their shareholding in RBL increases beyond 17.50%.</p> <p>NISH would be entitled to nominate two (2) directors on the board of directors of RBL, one of whom shall be a director not liable to retire by rotation, if NISH together with its subsidiary hold not less than 25.05% of the expanded voting capital of RBL and one director if NISH's shareholding together with its subsidiary falls below 25.05% but not less than 10% of the expanded voting capital of RBL.</p> <p>RHL would have the right to nominate majority directors on the Board of RBL.</p> <p>RHL as a shareholder of RBL, shall not vote on certain reserved matters like alteration to Memorandum and Articles of Association of the Company, sale of substantial part of business, amalgamation, declaration of dividend including dividend distribution tax, if any, out of profits of the Company greater than one-third of the after tax profits of the Company, etc. without the affirmative vote of NISH.</p> <p>RHL &amp; NISH would not compete with the business of RBL.</p>
<p>f) extent and the nature of impact on management or control of the listed entity;</p>	<p>Rights and obligations relating to appointment of directors, reserved matters, non-compete, confidentiality etc.,</p>
<p>g) details and quantification of the restriction or liability imposed upon the listed entity;</p>	<p>Refer point (e) above.</p>

h) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes, RHL (Holding Company) and NISH are part of the Promoters and Promoter group of the Company.
i) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes, issue price is calculated in accordance with applicable SEBI Regulations.
j) in case of issuance of shares to the parties, details of issue price, class of shares issued;	RBL issued to NISH 700,000 Equity Shares of Rs. 10/- each at a premium of Rs. 40/- per share on April 13, 2009. Further through open offer, NISH acquired 173,749 Equity Shares of the Company to increase its shareholding to 20.64%.
k) any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Refer point (e) above.
<p>l) in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	NA