



SEC 86 / 2023-24

14th August 2023

The General Manager, DCS-CRD
BSE Limited
Corporate Relationship Department
1st Floor, New Trading Ring
Rotunda Building, P J Towers
Dalal Street, Fort,
MUMBAI- 400 001
Scrip Code: **500114**

The General Manager, DCS-CRD
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex, Bandra (East)
Mumbai – 400 051
Scrip Code: **TITAN**

Dear Sir/Madam,

Sub: Disclosure under Regulation 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with Securities and Exchange Board of India Circular (SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123) dated 13th July 2023 (“Circular”)

We enclose herewith the key terms of the Investment Agreement dated 8th February 1984 (“**Investment Agreement**”) and the Supplementary Agreement dated 10th April 2007 (“**Supplementary Agreement**”) (collectively referred to as “**Agreements**”), as required under the Regulation 30A read with clause 5A to Para A of Part A of Schedule III of the Listing Regulations read with the Circular.

This is for your information and records.

Thanking you,

Yours faithfully,

For Titan Company Limited

Dinesh Shetty
General Counsel and Company Secretary

Encl: As above

Details of the Agreements

No.	Particulars of disclosure	Disclosure
a.	<p>If the listed entity is a party to the agreement:</p> <p>(i) details of the counterparties (including name and relationship with the listed entity).</p>	<p>Not applicable.</p> <p>Titan Company Limited ("Company") is not a party to the Agreements.</p>
b.	<p>If listed entity is not a party to the agreement:</p> <p>(i) Name of the party entering into such an agreement and the relationship with the listed entity</p> <p>(ii) Details of the counterparties to the agreement (including name and relationship with the listed entity)</p> <p>(iii) Date of entering into the agreement</p>	<p>TamilNadu Industrial Development Corporation Limited ("TIDCO") and Tata Sons Limited (now known as Tata Sons Private Limited) (which replaced Questar Investments Limited, as was mentioned in the Investment Agreement) ("TSPL") are parties to the Investment Agreement and the Supplementary Agreement ("Agreements"). TIDCO and TSPL are Promoters of the Company.</p> <p>TIDCO and TSPL are parties to the Agreements and are Promoters of the Company.</p> <p>The Investment Agreement was executed on 8th February 1984. Subsequently, the Supplementary Agreement was executed on 10th April 2007.</p>
c.	<p>Purpose of entering into the agreement</p>	<p>The purpose of entering into the Investment Agreement was for the establishment of the Company for the manufacture and sale of watches and watch components. Separately, Supplementary Agreement was executed, where Questar Investments Limited was replaced by TSPL.</p>
d.	<p>Shareholding, if any, in the entity with whom the agreement is executed</p>	<p>As on date equity holding of TIDCO is 27.88% and TSPL and its group companies is 25.02% in the Company.</p>
e.	<p>Significant terms of the agreement (in brief)</p>	<p>The key terms of the Investment Agreement are as mentioned below. Please also note that while some of these terms are already included in the Articles of Association of the Company, they have been reinstated hereinbelow for the sake of completion. Thus, the disclosures of the key terms have been made in order to fulfil the requirements as prescribed under the Listing</p>



No.	Particulars of disclosure	Disclosure
		<p>Regulations read with Circular.</p> <p>(i) Board of Directors: If the shareholding is not less than 26% and 25% of TIDCO and TSPL along with its associates, respectively, then TIDCO and TSPL will be entitled to equal representation on the Board of the Company/have right to appoint Directors on the Board of the Company.</p> <p>(ii) Nomination of Board members:</p> <p>(a) TIDCO has the right to nominate the Chairman of the Company (who will have casting vote in addition to its own vote).</p> <p>(b) The Board of Directors has a right to appoint a nominee of TIDCO approved by TSPL as the whole-time finance director for such period as the Board may consider necessary.</p> <p>(c) The Managing Director / Chief Executive of the Company is required to be nominated by TSPL in consultation with TIDCO.</p> <p>(iii) Management: The management of the day-to-day affairs of the Company will vest with the Managing Director / Chief Executive, who will exercise full powers of management under the general superintendence and guidance of the Board of the Company.</p> <p>(iv) Management (sub-committees): If the Board constitutes sub-committees (so as to take decision on any special and important aspects of the Company's working), then TIDCO and TSPL shall have the right to nominate its representative to each sub-committee from among the nominee Directors.</p> <p>(v) Written consent for change in shareholding: The equity shareholding of TIDCO and TSPL is required to be 26% and 25% respectively and the same cannot be changed without the written consent of each other. However, TSPL can arrange for subscription of the share capital within the limit of 25% of the total equity share capital, from those persons or companies who are willing to ratify and bound by the terms of the Investment Agreement.</p> <p>(vi) Transfer of equity shares without consent: If either party (TIDCO or TSPL) desires to transfer</p>



No.	Particulars of disclosure	Disclosure
		<p>either whole or part of the equity share capital of the Company, then they are required to give the first option to each other for the purchasing such shares at a price mutually agreed between them. If the offer is accepted, then the sale of shares must take place within 3 months of the date of acceptance of the offer (excluding any time required for securing statutory approvals), after making the full payment. However, if there is a default, then the selling party must give a notice of not less than 60 days to the other party and can thereafter sell the shares to a third party(ies). If the other party refuses or does not exercise the option to purchase the shares so offered within 2 months from the date of offer, or if TIDCO and TSPL fail to reach an agreement within 2 months from the date of offer or if the Government of India or financial institutions/banks do not approve the transfer between TIDCO and TSL, then the other party (TIDCO or TSPL as the case maybe) can transfer or sell its shares to the third party at a price equal to greater than the price offered by either party to other party, unless otherwise agreed upon.</p> <p>(vii) Information about the management of the Company: The Company is required to keep TIDCO and TSPL informed about the affairs of the Company and the progress made in the implementation of the Company's project. The Company is required to ensure that copies of agenda notes and minutes of the meetings of the Company and copies of important agreements / contracts / documents proposed to be executed by the Company are made available to TIDCO and TSPL.</p> <p>(viii) Location: TIDCO has the right to decide on the location of the project in consultation with the Government of Tamil Nadu and TSL. Any changes to the location of the Registered Office can be done only with the prior concurrence of TIDCO.</p> <p>(ix) Foreign collaboration: Foreign collaboration proposals (technical and / or financial) can be finalized only after mutual concurrence of TIDCO and TSPL.</p> <p>(x) Auditor appointments / re-appointments: Auditor appointments or re-appointments shall be</p>



No.	Particulars of disclosure	Disclosure
		<p>decided only after mutual concurrence of TIDCO and TSPL.</p> <p>(xi) Reserved matters: Certain matters shall be decided only at the Board meetings where at least 1 nominee Director of TIDCO and TSPL is present:</p> <p>(a) Reinvestment of earned surplus (b) The declaration of dividends (c) Approval of budget for revenue and capital expenditure (d) Finance by way of short and long-term loans exceeding Rs. 100 lakh.</p> <p><i>NOTE: The terms of the Investment Agreement are subject to applicable law (including the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and hence if the applicable law provides for a different requirement, then the Company will abide by such terms.</i></p>
f.	Extent and the nature of impact on management or control of the listed entity;	Please refer to the response above, TIDCO and TSPL have various rights as noted above in item e.
g.	Details and quantification of the restriction or liability imposed upon the listed entity	Please refer to the response above in item e.
h.	Whether the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship	TIDCO and TSPL are promoters of the Company.
i.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	The Company is not a party to the Agreements. Further, the Agreements entered into between TIDCO and TSPL does not fall under the ambit of related party transactions and hence, the question of whether it was entered into on an 'arm's length basis' does not arise.
j.	In case of issuance of shares to the parties, details of issue price, class of shares issued	<p>Currently, TIDCO holds 27.88% and TSL holds 25.02% of the shareholding in the Company.</p> <p>As on date, there is no further issuance of shares proposed to be allotted to the parties.</p>
k.	Any other disclosures related to such agreements,	Currently, the nominee directors of TIDCO are as follows:



No.	Particulars of disclosure	Disclosure
	viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Mr. S Krishnan, Chairman Ms. Jayashree Muralidharan Ms. Mariam Pallavi Baldev Currently, the nominee directors of TSL are as follows: Mr. N N Tata, Vice-Chairman Mr. C K Venkataraman, Managing Director Mr. Bhaskar Bhat
1.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): (i) Name of parties to the agreement; (ii) Nature of the agreement; (iii) Date of execution of the agreement; (iv) Details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); (v) Reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not applicable.

