(Approved by the Board of Directors on 11th November, 2025
Substituted policy dated – 12th November, 2020)

FEDERAL MOGUL GOETZE (INDIA) LIMITED

INSIDER TRADING CODE

(CODE OF INTERNAL PROCEDURES AND CONDUCT FOR PROHIBITION OF INSIDER TRADING IN SECURITIES OF FEDERAL MOGUL GOETZE (INDIA) LIMITED)

1. Purpose and scope

This insider trading code ("**Insider Trading Code**") of Federal Mogul Goetze (India) Limited ("**Company**") has been adopted pursuant to Regulation 9 of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) ("**Insider Trading Regulations**") to regulate, monitor and report Trading (*as defined below*) by Designated Persons (*as defined below*) and their Immediate Relatives (*as defined below*) and Insiders (*as defined below*).

The Insider Trading Code also provides for a framework to prevent leak/misuse of unpublished price sensitive information ("**UPSI**"), the process to be followed for investigation of leaks or suspected leaks of UPSI, the standards for maintenance of a structured digital database ("**SDD**") as required under the Insider Trading Regulations and penalties for non-compliance with the provisions of this Insider Trading Code.

2. Definitions

"**Audit Committee**" means the audit committee of the Company.

"**Board**" means board of directors of the Company.

"**Compliance Officer**" means any senior officer designated by and reporting to the Board, who is Financially Literate and is capable of appreciating requirements for legal and regulatory compliance under the Insider Trading Regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of UPSI, monitoring of trades, and the implementation of the Insider Trading Code under the overall supervision of the Board.

"Connected Person" means:

(a) any person who is or has been, during the past 6 (six) months, prior to the concerned act, associated with the Company, directly or indirectly, in any capacity, including by reason of frequent communication with officers of the Company or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the Company, or who holds any position including a professional or business relationship with the Company (whether temporary or permanent) that allows such person, directly or indirectly, access to UPSI or is reasonably expected to allow such access.

(b) Without prejudice to the generality of the foregoing, the person(s) falling within the following categories shall be deemed to be Connected Persons, unless the contrary is established:

(i) a Relative of Connected Persons specified in clause (a); or
(ii) a holding company or associate company or subsidiary company; or
(iii) an intermediary as specified in Section 12 of the SEBI Act or an employee or director thereof; or

(iv) an investment company, trustee company, asset management company or an employee or director thereof; or
(v) an official of a stock exchange or of clearing house or corporation; or
(vi) a member of board of trustees of a mutual fund or a member of the board of directors of the asset management company of a mutual fund or is an employee thereof; or
(vii) a member of the board of directors or an employee, of a public financial institution as defined in section 2(72) of the Companies Act, 2013; or
(viii) an official or an employee of a self-regulatory organization recognised or authorized by SEBI; or
(ix) a banker of the Company; or
(x) a concern, firm, trust, Hindu undivided family, company, or association of persons wherein a director of a company or his Relative or banker of the Company, has more than 10% of the holding or interest; or
(xi) a firm or its partner or its employee in which a Connected Person specified clause (a) is also a partner; or
(xii) a person sharing household or residence with a Connected Person specified in clause (a).

"**Designated Persons**" means:

(a) executive and non-executive directors of the Company and its Material Subsidiaries;
(b) key managerial personnel of the Company and its Material Subsidiaries;
(c) chief executive officer of the Company and employees up to 2 (two) levels below the chief executive officer of the Company;
(d) chief executive officer of any Material Subsidiary of the Company and employees up to 2 (two) levels below the chief executive officer of any Material Subsidiary of the Company;
(e) any support staff of the Company or any Material Subsidiary such as employee(s) in the information technology, secretarial, finance & accounts, investor relations & strategy or corporate communication department who have access to UPSI or any other employee of the Company or any Material Subsidiary that has access to UPSI;
(f) Promoters of the Company and persons forming part of the Promoter Group; and
(g) any other employee of the Company or any Material Subsidiary, as may be identified by the Compliance Officer in consultation with the Board.

"**Financially Literate**" means a person who has the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows.

"**Insider**" means any person who is:

(a) a Connected Person; or
(b) in possession of or having access to any UPSI.

"**Informant**" means an individual(s), who voluntarily submits to SEBI a Voluntary Information Disclosure Form relating to an alleged violation of insider trading laws (including the Insider Trading Regulations) that has occurred, is occurring or has a reasonable belief that it is about to occur, in a manner provided under the Insider Trading Regulations, regardless of whether such individual(s) satisfies the requirements, procedures and conditions to qualify for a Reward.

"**Immediate Relative**" means the spouse of a person, and includes parents, siblings, and child of such person or of the spouse, any of whom is either financially dependent on such person or consults such person in taking any decision relating to Trading in securities.

"**Material Subsidiary**" means a subsidiary of the Company, whose turnover or net worth exceeds 10% of the consolidated turnover or net worth respectively, of the Company and its subsidiaries in the immediately preceding accounting year.

"**Promoter**" and "**Promoter Group**" have the meaning assigned to them under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

"**Relative**" means (i) spouse of the person; (ii) parent of the person and parent of its spouse; (iii) sibling of the person and sibling of its spouse; (iv) child of the person and child of its spouse; (v) spouse of the person listed at sub-clause (iii); and (vi) spouse of the person listed at sub-clause (iv).

"**Reward**" means any gratuitous monetary amount for which an Informant is declared eligible as per the provisions of the Insider Trading Regulations.

"**SEBI**" means the Securities and Exchange Board of India.

"**SEBI Act**" means the Securities and Exchange Board of India Act, 1992.

"**Securities**" has the meaning ascribed to such term in the Insider Trading Regulations.

"**Stock Exchange**" means the stock exchange(s) on which the Securities of the Company are listed.

"**Threshold Limits**" shall mean Trade(s), in one or more tranches, that in any calendar quarter exceeds an aggregated traded value of INR 10,00,000 (Indian Rupees Ten Lakhs).

"**Trading Plan**" has the meaning ascribed to such term in paragraph of 3.1(b) of this Insider Trading Code.

"**Trading**" means and includes subscribing to, redeeming, switching, buying, selling, dealing, or agreeing to subscribe, redeem, switch, buy, sell, or deal in any Securities and the term "**Trade**" shall be construed accordingly.

"**Trading Window**" means the period during which Trading in the Securities of the Company can be undertaken by the Designated Persons and their Immediate Relatives subject to compliance with this Insider Trading Code and the Insider Trading Regulations.

"**UPSI**" means any information relating to the Company or its Securities, directly or indirectly, that is not generally available, which upon becoming generally available is likely to materially affect the price of the Securities of the Company and UPSI shall ordinarily include, but not be restricted to, information relating to the following:

(a) financial results;
(b) dividend;
(c) change in capital structure;
(d) mergers, demergers, acquisitions, delisting, disposals, and expansion of business, award or termination of order/ contracts not in the normal course of business and such other transactions;
(e) changes in key managerial personnel, other than due to superannuation or end of term, and resignation of a statutory auditor or secretarial auditor;
(f) change in rating(s), other than ESG rating(s);
(g) fund raising proposed to be undertaken;
(h) agreements, by whatever name called, which may impact the management or control of the Company;
(i) fraud (*as defined under the Insider Trading Regulations*) or defaults (*as defined under the Insider Trading Regulations*) by the Company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the Company, whether occurred within India or abroad;
(j) resolution plan/ restructuring or one-time settlement in relation to loans/borrowings from banks/financial institutions;

(k) admission of winding-up petition filed by any party /creditors and admission of application by the National Company Law Tribunal filed by the Company or financial creditors for initiation of corporate insolvency resolution process against the Company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016;

(l) initiation of forensic audit, by whatever name called, by the Company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report;

(m) action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, promoter or subsidiary, in relation to the Company;

(n) outcome of any litigation(s) or dispute(s) which may have an impact on the Company;

(o) giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business;

(p) grant, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals; and

(q) any such information which is appropriately labeled as unpublished price sensitive information by the CIRO.

It is hereby clarified that for identification of events enumerated in this definition as "UPSI", the guidelines for materiality referred at paragraph A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the SEBI from time to time and materiality as referred at paragraph B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.

3. Process and restriction on dealing in Securities of the Company

3.1 Trading by Insiders:

(a) No Insider shall Trade in Securities of the Company, whether listed or proposed to be listed on a Stock Exchange, when in possession of UPSI. When a person who has Traded in Securities of the Company has been in possession of UPSI, such person's Trade(s) would be presumed to have been motivated by the knowledge and awareness of such information in such person's possession. Provided that, an Insider may prove his innocence by demonstrating circumstances as provided for in Regulation 4(1) of the Insider Trading Regulations.

(b) An Insider is entitled to formulate a trading plan that complies with the provisions of the Insider Trading Regulations and this Insider Trading Code and present it to the Compliance Officer for approval and public disclosure thereof ("**Trading Plan**"), pursuant to which such Trade(s) may be carried out on such person's behalf in accordance with such Trading Plan.

(c) A Trading Plan shall:

(i) not entail commencement of Trading on behalf of the Insider earlier than 120 (one hundred and twenty) calendar days from public disclosure of such Trading Plan;

(ii) not entail overlap of any period for which another Trading Plan is already in existence;

(iii) set out the parameters prescribed under the Insider Trading Regulations for each Trade to be executed; and

(iv) not entail Trading in Securities of the Company for market abuse.

(d) The Compliance Officer shall review the Trading Plan to assess whether such plan would have any potential for violation of the Insider Trading Regulations and may seek such express undertakings from the Insider, as may be necessary, to enable such assessment and to approve and monitor the implementation of the Trading Plan.

(e) For Trade(s) executed as per an approved Trading Plan, pre-clearance of Trades shall not be required and the Trading Window norms as specified in paragraph 4 of this Insider Trading Code shall not be applicable.

(f) The Trading Plan once approved under this paragraph shall be irrevocable and the Insider shall mandatorily implement the Trading Plan, without being entitled to either execute any Trade in the Securities of the Company outside the scope of the Trading Plan or deviate from it except due to permanent incapacity or bankruptcy or operation of law.

Provided that the implementation of the Trading Plan shall not be commenced by the Insider if any UPSI in possession of the Insider at the time of formulation of such Trading Plan has not become generally available at the time of commencement of implementation of the Trading Plan.

Provided further that if the Insider has set a price limit for a Trade under the Trading Plan, the Insider shall execute the Trade only if the execution price of the Security of the Company is within such limit. If the price of the Security of the Company is outside the price limit set by the Insider, the Insider shall not execute the Trade.

(g) In case of non-implementation of the Trading Plan (whether fully or partially) due to either reasons enumerated in sub-paragraph (f) or failure of execution of a Trade due to inadequate liquidity in the scrip, the following procedure shall be adopted:

(i) The Insider shall intimate non-implementation of the Trading Plan (whether fully or partially) to the Compliance Officer within 2 (two) trading days of the end of the tenure of the Trading Plan with reasons thereof and supporting documents, if any.

(ii) Upon receipt of information from the Insider, the Compliance Officer shall place such information along with his recommendation to accept or reject the submissions of the Insider, before the Audit Committee in the immediate next meeting of the Audit Committee. The Audit Committee shall decide whether such non-implementation of the Trading Plan (whether fully or partially) was *bona fide* or not.

(iii) The decision of the Audit Committee shall be notified by the Compliance Officer on the same day to the Stock Exchanges.

(iv) In case the Audit Committee does not accept the submissions made by the Insider, then the Compliance Officer shall take action as per this Insider Trading Code.

(h) The Compliance Officer shall approve or reject the Trading Plan within 2 (two) trading days of receipt of the Trading Plan and notify the approved Trading Plan to the Stock Exchanges, on the day of approval.

(i) An Insider who has obtained approval of the Trading Plan shall intimate details of the Trades executed in accordance with such Trading Plan in the form provided in **Annexure 3**, within 2 (two) Trading days to the Compliance Officer.

3.2 Obligations of Designated Persons and their Immediate Relatives:

(a) Designated Persons shall maintain confidentiality of the UPSI. All information shall be handled within the Company on a need-to-know basis. Designated Persons shall not communicate, provide, or allow access to any UPSI to any person except where such communication is in furtherance of legitimate purposes of the Company, performance of duties or discharge of legal obligations of the Company.

(b) Save and except pursuant to a Trading Plan, Designated Persons or their Immediate Relatives shall not Trade in the Securities of the Company while in possession of UPSI.

(c) Save and except pursuant to a Trading Plan, Designated Persons or their Immediate Relatives shall not Trade in the Securities of the Company during the period when the Trading Window is closed.

(d) Save and except pursuant to a Trading Plan, when the Trading Window is open, Designated Persons or their Immediate Relatives may Trade in the Securities of the Company after obtaining pre-clearance from the Compliance Officer if the value of the Trade(s) is in excess of the Threshold Limits, whether singly or cumulatively. However, when the Trading Window is open, Designated Persons or their Immediate Relatives may Trade in the Securities of the Company without obtaining pre-clearance from the Compliance Officer if the value of the Trade(s) is equal to or below the Threshold Limits, whether singly or cumulatively.

3.3 Designated Persons and their Immediate Relatives, who Trade in the Securities of the Company, shall not enter into a contra trade transaction, either themselves or through their Immediate Relatives *i.e.* Trade in the Securities of the Company during 6 (six) months from the date of Trade in such Securities of the Company by such persons. The Compliance Officer may provide relaxation from the above provision, on an application made in this behalf by Designated Persons or their Immediate Relatives and for reasons to be recorded in writing, provided such relaxation does not violate the Insider Trading Regulations. If any Designated Person or an Immediate Relative of a Designated Person contravenes this provision, inadvertently or otherwise, the profits from any Trade in such contravention shall be required to be disgorged for remittance to SEBI for credit to the Investor Protection and Education Fund administered by SEBI under the SEBI Act. However, this provision relating to contra-trade shall not apply to Trades pursuant to the exercise of stock options by a Designated Person.

4. Trading Window

4.1 The Trading Window shall be deemed to be open, unless specifically closed.

4.2 The Compliance Officer shall, from time to time, notify the period during which the Trading Window shall remain closed. The Trading Window shall remain closed for such period as may be determined by the Compliance Officer, in the event the Compliance Officer determines that a Designated Person or a class of Designated Persons can reasonably be expected to have possession of UPSI. Such closure shall be imposed in relation to such Securities to which the UPSI relates. For UPSI not emanating from within the Company, Trading Window may not be closed.

4.3 Notwithstanding the foregoing, the Trading Window shall remain closed from the end of every quarter till 48 (forty-eight) hours after the declaration of financial results of the Company. The gap between clearance of financial statements of the Company by the Audit Committee and the Board meeting should be as narrow as possible and preferably on the same day, to avoid leakage of any material information. The Trading Window shall re-open at a time determined by the Compliance Officer after considering various factors, including but not limited to the UPSI on account of which the Trading Window was closed becoming generally available or through other permissible means becoming capable of assimilation by the market, provided however that under no circumstance shall the Trading Window be re-opened prior to the expiry of 48 (forty-eight) hours from the time at which the aforementioned UPSI becomes generally available.

4.4 Notwithstanding anything contained herein, the Trading Window restrictions on Trading set out above shall not apply in respect of:

(i) a transaction that is an off-market *inter-se* transfer between Insiders who were in possession of the same UPSI without being in breach of the Insider Trading Regulations and both the parties to the Trade made a conscious and informed decision. However, such UPSI should not have been obtained by the parties to the Trade under Regulation 3(3) of the Insider Trading Regulations. Additionally, such off-market Trades shall be reported by the Insiders to the Company within 2 (two) working days, and the Company shall notify the particulars of such Trades to the Stock Exchanges within 2 (two) trading days of receipt of the disclosure or from becoming aware of such information;

(ii) a transaction carried out through the block deal window mechanism between persons who were in possession of the UPSI without violating the Insider Trading Regulations and both the parties to the Trade made a conscious and informed decision. However, such UPSI should not have been obtained by the parties to the Trade under Regulation 3(3) of the Insider Trading Regulations;

(iii) a transaction carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction;

(iv) a transaction undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable law;

(v) trades executed as per the Trading Plan set up in accordance with the Insider Trading Regulations and this Insider Trading Code;

(vi) pledge of shares for a bona fide purpose such as raising of funds, subject to pre-clearance by the Compliance Officer and compliance with applicable regulations prescribed by SEBI; and

(vii) transactions which are undertaken in accordance with the regulations made by SEBI such as acquisition by conversion of warrants or debentures, subscribing to rights issue, further public issue, preferential allotment or tendering of shares in a buy- back offer, open offer, delisting offer, *etc.* or transactions which are undertaken through such other mechanism as may be specified by SEBI from time to time.

4.5 In order to prevent inadvertent non-compliances of provisions of the Insider Trading Regulations by Designated Persons, in terms of provisions under Clause 4 of Schedule B read with Regulation 9 of the Insider Trading Regulations, the Company shall comply with the procedure for restricting trading by Designated Persons during the Trading Window closure period as per the SEBI Circular SEBI/HO/ISD/ISD-SEC-4/P/CIR/2022/107 dated August 05, 2022.

5. Procedure for pre-clearance

5.1 Designated Persons and their Immediate Relatives who intend to Trade in the Securities of the Company in excess of the Threshold Limit (taking into account the cumulative value of all Trades undertaken by such Designated Person and its Immediate Relatives during the calendar quarter), shall obtain pre-clearance of their intended Trades by applying to the Compliance Officer in **Annexure 1**. Alternatively, they can carry out Trades in the Securities of the Company by complying with the requirements of the Trading Plan as mentioned in paragraph 3.1 of this Insider Trading Code.

5.2 Designated Persons and their Immediate Relatives shall not apply for pre-clearance of a proposed Trade, while in possession of any UPSI. Further, while applying for pre-clearance of a proposed Trade, the Compliance Officer shall seek a declaration to the effect that the Designated Person or their Immediate Relative are not in possession of any UPSI in **Annexure 2**.

5.3 Designated Persons and their Immediate Relatives shall execute their Trades in respect of the Securities of the Company within 7 (seven) trading days from the date of pre-clearance by the Compliance Officer. If the Trade is not executed within this time period, such persons shall get the Trade pre-cleared from the Compliance Officer again. On execution of the Trade, such person shall provide details thereof within 2 (two) trading days of execution to the Compliance Officer in **Annexure 3**. Where a Trade is not executed after obtaining pre-clearance from the Compliance Officer for the same, such person shall provide the same and the reasons thereof to the Compliance Officer within 2 (two) trading days after expiry of the said period of 7 (seven) trading days or prior to seeking fresh pre-clearance for the Trade, whichever is earlier in **Annexure 3**.

6. Disclosures and Reporting

6.1 **<u>Disclosures by Certain Persons:</u>**

(a) <u>Initial Disclosure</u>: Every person on appointment as a director or a key managerial personnel of the Company or upon becoming a Promoter or a member of the Promoter Group shall disclose to the Company its holdings in the securities of the Company as on the date of appointment or becoming a Promoter or a member of the Promoter Group to the Company within 7 (seven) days of such appointment or becoming a Promoter or a member of the Promoter Group. The disclosure shall be given in the format provided in **Annexure 4**.

(b) <u>Continual Disclosure</u>: Every Promoter, member of the Promoter Group, Designated Person and director of the Company shall disclose to the Company the number of such Securities acquired or disposed of within 2 (two) trading days of such transaction, if the value of the Securities traded, whether in one transaction or a series of transactions during any calendar quarter, aggregates to traded value in excess of INR 10,00,000 (Indian Rupees Ten Lakhs) or such other value as may be specified by the Compliance Officer, in the format prescribed under **Annexure 4B**.

The Company shall notify particulars of such trading details specified in (b) above, to the Stock Exchanges, within 2 (two) trading days of receipt of disclosure or from becoming aware of such information.

(c) The Compliance Office may, at its discretion, require any Connected Person or a class of Connected Persons to make disclosure of their holdings and trading in Securities of the Company in **Annexure 7**, at such frequency as may be determined by the Compliance Officer, in order to monitor compliance with the Insider Trading Regulations.

(d) Any Trade in the Securities of the Company undertaken by an Insider, when not in possession of UPSI or having access to UPSI, and in compliance with the Insider Trading Regulations and this Insider Trading Code, shall be disclosed by such Insider to the Company within 2 (two) trading days of such transaction in the format provided in **Annexure 3**.

6.2 Designated Persons shall be required to disclose the names and Permanent Account Number or any other identifier authorized by law of the following persons to the Company (a) no later than 7 (seven) days from the end of each financial year; and (d) no later than 7 (seven) days of any change in the information previously provided, in the format prescribed in **Annexure 5**:

(a) Immediate Relatives;

(b) Persons with whom such Designated Person(s) shares a "material financial relationship";

(c) Phone, mobile and cell numbers which are used by each ofthem;

(d) Name(s) of educational institutions from which Designated Persons have graduated; and

(e) Names of the past employer of such Designated Person(s).

For this paragraph, the term "*material financial relationship*" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of a loan or gift from a Designated Person during the immediately preceding 12 (twelve) months, equivalent to at least 25% of the annual income of such Designated Person but shall exclude relationships in which the payment is based on arm's length transactions.

6.3 In addition, every Designated Person shall disclose to the Company all holdings in Securities of the Company including that of his/her Immediate Relatives as on March 31 of the relevant financial year, within 7 (seven) days of expiry of the financial year in the format provided **in Annexure 6**.

6.4 The disclosures made under this Insider Trading Code shall be maintained by the Company for a period of 5 (five) years.

7. Protection of UPSI

7.1 UPSI may be shared by the Company with third parties in accordance with the "Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information and Determination of 'Legitimate Purpose". Confidentiality agreements shall be executed, prior to sharing of UPSI with person(s) other than employee(s) of the Company and in case such agreements are not entered, appropriate notice shall be sent to such person before sharing of UPSI of the requirements of this Insider Trading Code.

7.2 An employee of the Company can be brought 'inside' only on a need-to-know basis and once such person is informed of the duty to maintain confidentiality of UPSI, the requirements to comply with this Insider Trading Code, and the liability that attaches to the misuse or unwarranted use of such UPSI. Details of such employee shall be promptly informed to the Compliance Officer along with reason for sharing of UPSI, including the name, address, email address and Permanent Account Number (or any other identifier authorized by law where Permanent Account Number is not available) of such person, for updating in the SDD maintained by the Company for this purpose.

7.3 The requirements under Insider Trading Code shall be sensitized to all the employees of the Company.

7.4 Chinese Walls

To prevent the misuse of UPSI,

(a) employees who have access to UPSI may be physically separated from employees in public area, to the extent possible;

(b) the demarcation of various departments as inside area shall be determined by the Compliance Officer in consultation with the Board;

(c) employees who have access to UPSI are not allowed to communicate any UPSI to anyone in the public areas;

(d) only in exceptional circumstances, employees from the public areas may be brought over the wall and provided UPSI on a need-to-know basis;

(e) files containing confidential information shall be kept secure by all employees; and

(f) computer files that contain UPSI must have adequate security of login through a password.

7.5 Any breach suspected by any person of the provisions of this Insider Trading Code shall be promptly brought to the notice of Compliance Officer, and in case of an instance of leakage or suspected leakage of UPSI, an inquiry shall be initiated in the manner as provided in **Annexure 8**.

8. Functions of Compliance Officer

8.1 The Compliance Officer shall be responsible for compliance of the policies, procedures, maintenance of records, monitoring adherence to the rules for preservation of UPSI, pre-clearing and monitoring of Trades and implementation of this Insider Trading Code, under the overall supervision of the Board.

8.2 The Compliance Officer shall maintain and timely update the records of the Designated Persons.

8.3 The Compliance Officer shall provide guidance and clarifications sought by the Designated Persons for effective compliance with this Insider Trading Code and the Insider Trading Regulations.

8.4 The Compliance Officer shall report to the Board and shall provide reports to the chairman of the Audit Committee or to the chairman of the Board at such frequency as may be stipulated by the Board, but not less than once in a year.

8.5 The Compliance Officer shall be *inter alia* responsible for:

(a) pre-clearing and monitoring of Trades;

(b) approving the Trading Plan and notifying the same to the Stock Exchanges;

(c) re-opening and closure of the Trading Window;

(d) providing relaxation from the restriction in paragraph 3.3 of this Insider Trading Code; and

(e) reporting violation of this Insider Trading Code or of the Insider Trading Regulations to the Board, the Stock Exchanges and SEBI, as required under applicable law.

9. Structured Digital Database

9.1 The Compliance Officer shall be responsible to maintain a SDD containing the nature of the UPSI, the names of such persons who have shared UPSI and also the names of such persons with whom information is shared as per the Insider Trading Regulations, along with the Permanent Account Number or any other identifier authorized by law where Permanent Account Number is not available.

9.2 The Compliance Officer shall ensure that maintenance of and entry in the SDD is not outsourced and is maintained internally by the Company with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database. Any entry of UPSI, which is not emanating from within the Company, in the SDD may be done no later than 2 (two) calendar days from receipt of such UPSI. Such SDD shall be preserved for a period of at least 8 (eight) years after completion of the relevant transactions and in the event of receipt of any information from SEBI regarding any investigation or enforcement proceedings, the relevant information is preserved till the completion of such proceedings.

10. Protection of informant against retaliation and victimization

10.1 The Company shall ensure that it provides suitable protection against any discharge, termination, demotion, suspension, threats, harassment, directly or indirectly, or discrimination against any employee who files a Voluntary Information Disclosure Form, irrespective of whether the information is considered or rejected by SEBI or if he or she is eligible for a Reward, by reason of:

(a) filing a Voluntary Information Disclosure Form under the Insider Trading Regulations;

(b) testifying in, participating in, or otherwise assisting or aiding SEBI in any investigation, inquiry, audit, examination or proceeding instituted or about to be instituted for an alleged violation of Insider Trading Regulations, or in any manner aiding the enforcement action taken by SEBI; or

(c) breaching any confidentiality agreement or provisions of any terms and conditions of employment or engagement solely to prevent any employee from cooperating with SEBI in any manner.

For the purposes of this paragraph, "employee" means any individual who during employment may become privy to information relating to violation of insider trading laws (including the Insider Trading Regulations) and files a Voluntary Information Disclosure Form under these regulations and is a director, partner, regular or contractual employee, but does not include an advocate.

11. Penalty for contravention of this Code

11.1 Any person who violates the provisions of this Insider Trading Code shall be subject to disciplinary action by the Company and shall be liable to be penalized. Such disciplinary action may include wage-freeze, suspension from duties, recovery and other actions as may be determined by the Board. Actions, if any, which may be taken by the Company for such violations shall not preclude SEBI from taking any action under the Insider Trading Regulations or the SEBI Act.

11.2 Any amount collected by Company under this paragraph 11 shall be remitted to SEBI for credit to the Investor Protection and Education Fund (IPEF) administered by SEBI under the SEBI Act.

11.3 Violation of this Insider Trading Code or the Insider Trading Regulations shall also be reported by the Compliance Officer to SEBI and/or the Stock Exchanges, as required under applicable law.

12. Amendment and Effectiveness

12.1 This Insider Trading Code will be subject to review and revisions as may be deemed necessary by the Board. In the event of any conflict between the terms of this Insider Trading Code and applicable law (including the Insider Trading Regulations), the provisions of applicable law shall prevail.

ANNEXURE 1

SPECIMEN OF APPLICATION FOR PRE-CLEARANCE APPROVAL

Date:

To,
The Compliance Officer,
Federal Mogul Goetze (India) Limited

Dear Sir/Madam,

Application for Pre-clearance for trading in securities of the Company

Pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Insider Trading Code, I seek approval for purchase / sale / subscription of__________________
of the Company as per details given below:

1. Name of the applicant
2. Designation
3. Number of securities held as on date
4. Folio No / DP ID/ Client ID No.)
5. The proposal is for
   a. Purchase of Securities
   b. Subscription to Securities

c. Sale of Securities
d. Others (specify)

6. Proposed date of trading in Securities
7. Estimated number of Securities proposed to be acquired / subscribed / sold
8. Price at which transaction is proposed
9. Current market price (as on date of application)
10. Whether the proposed transaction will be made through stock exchange or off- market

I enclose herewith the form of Undertaking signed by me.

Yours faithfully,

Name:
Designation:
Employee ID:

ANNEXURE 2

FORMAT OF UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE-CLEARANCE

To,
The Compliance Officer,
Federal Mogul Goetze (India) Limited

I,________________________________,__________________________of the Company residing at ____, am desirous of dealing in _____________ * of the Company as mentioned in my application dated______________________for preclearance of the transaction.

I further declare that I am not in possession of or otherwise privy to any UPSI (as defined in the Company's Insider Trading Code).

In the event that I have access to or receive any information that could be construed as USPI, after the date of this undertaking but prior to executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from dealing in the Securities of the Company until such information becomes generally available to the public.

I declare that I have not contravened the provisions of the Insider Trading Code as notified by the Company from time to time. I undertake to submit the necessary report in Annexure 3 of the Company's Insider Trading Code, within 2 (two) days of execution of the transaction / a 'Nil' report if the transaction is not undertaken.

If approval is granted, I shall execute the deal within 7(seven) trading days of the receipt of approval failing which I shall once again seek pre-clearance.

I declare that I have made full and true disclosure in the matter.

Date :

Signature :
Name:
Designation:
Employee ID:

* Indicate number and type of Securities

ANNEXURE 3

FORMAT FOR DISCLOSURE OF TRANSACTIONS

(To be submitted within 2 days of transaction / trading in securities of the Company)

To,
The Compliance Officer,
Federal Mogul Goetze (India) Limited

I hereby inform that I
- have not bought/sold/subscribed any Securities of the Company
- have bought/sold/subscribed to___________Securities as mentioned below on _____ (date)

1. Name of holder
2. Number of Securities dealt with
3. Bought/sold/ subscribed
4. DP ID /Client ID / Folio No.
5. Price (Rs)

I undertake to preserve documents evidencing proof of above transaction for a period of 5 years and produce the same to the Compliance officer / SEBI when required. I declare that the above information is correct and that no provisions of the Company's Insider Trading Code and/or applicable law/regulations have been contravened for effecting the above said transactions(s).

Date : _________________________

Signature :
Name :
Designation:
Employee ID:

ANNEXURE 4

FORMAT FOR INITIAL DISCLOSURE OF SECURITIES
(To be submitted within 7 days of appointment as KMP/ director or becoming promoter/member of the promoter group)

DISCLOSURE ON BECOMING A DIRECTOR/KMP/PROMOTER/MEMBER OF PROMOTER GROUP

Name of the company:____

ISIN of the company:____

Details of securities of the Company held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter or member of the Promoter Group of the Company and Immediate Relatives of such persons and other such persons as mentioned in Regulation 6(2) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Name, PAN, CIN/DIN & Address with contact nos.	Category of Person (KMP / Director or Promoter or member of the Promoter Group/ Immediate Relative to/others, etc.)	Date of appointment of Director/KMP or Date of becoming Promoter or member of Promoter Group	Securities held at the time of appointment of KMP/Director or upon becoming Promoter or member of the Promoter Group		% of Shareholding
			Type of security (For eg. Shares, Warrants, Convertible Debentures, Rights Entitlements etc.)	No.	
1	2	3	4	5	6

Note: *"Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.*

Details of Open Interest (OI) in derivatives on securities of the Company held on appointment of Key Managerial personnel (KMP) or Director or upon becoming a Promoter or member of the promoter group of the Company and Immediate Relatives of such persons and other such persons as mentioned in Regulation 6(2) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Open Interest of the Future contracts held at the time of appointment of Director/KMP/or upon becoming Promoter/member of Promoter Group			Open Interest of the Option Contracts held at the time of appointment of Director/KMP/or upon becoming Promoter/member of Promoter Group		
Contract specifications	Number of units (contracts* lot size)	Notional value in Rupee terms	Contract specifications	Number of units (contracts * lot size)	Notional value in Rupee terms
7	8	9	10	11	12

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options*

Name & Signature:

Designation:
Date:
Place:

ANNEXURE 4B

FORMAT FOR CONTINUAL DISCLOSURE OF SECURITIES

Name of the company:__________________________________

ISIN of the company: __________________________________

Details of change in holding of Securities of Promoter, Member of the Promoter Group, Designated Person or Director of a listed company and Immediate Relatives of such persons and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/DIN, & address with contact nos.	Category of Person (Promoter/ member of the Promoter Group/ designated person/ Directors/Immediate Relative to/others etc.)	Securities held prior to acquisition/ disposal		Securities acquired/Disposed				Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ disposal of shares, specify		Date of intimation to company	Mode of acquisition /disposal (on market/ public/ rights/ preferential offer/ off market/ Inter-se transfer, ESOPs, etc.)	Exchange on which the trade was executed
		Type of securities (For eg. – Shares Warrants, Convertible Debentures, Rights entitlements etc.)	No. and % of share holding	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/ sale Pledge / Revocation / Invocation/ Others- please specify)	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of share holding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Note: *(i) "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.*
(ii) Value of transaction excludes taxes/brokerage/any other charges

Details of trading in derivatives on the securities of the company by Promoter, member of the Promoter Group, designated person or Director of a listed company and Immediate Relatives of such persons and other such persons as mentioned in Regulation 6(2).

Trading in derivatives (Specify type of contract, Futures or Options etc.)						**Exchange on which the trade was executed**
Type of contract	**Contract specifications**	**Buy**		**Sell**		
		Notional Value	**Number of units (contracts * lot size)**	**Notional Value**	**Number of units (contracts * lot size)**	
16	17	18	19	20	21	22

Note: *In case of Options, notional value shall be calculated based on Premium plus strike price of options.*

Name & Signature:

Designation:

Date:

Place:

ANNEXURE 5

PERSONAL INFORMATION OF DESIGNATED PERSONS

Date:

To,
The Compliance Officer,
Federal Mogul Goetze (India) Limited

Dear Sir/Madam,

I, {Name}, {Designation} of the Company and Designated Person under Company's Insider Trading Code, having PAN__________________________hereby provide following personal information as per the Insider Trading Code:

Particulars	Information
Name of Immediate Relatives (along with relationship) and persons with whom I share material financial relationship along with PAN or any other identifier authorized by law of such persons	
Phone, Mobile Numbers	
Name of Educational institution from which I graduated	
Name of past employers	

I further confirm that the above information is correct as on date and any change in the above information will be intimated within 7 days from the date on which I become aware of such change.

Yours truly,

Signature:_________________
Name:____________________
Designation:____________
Employee ID:___________

ANNEXURE 6

FORMAT OF ANNUAL STATEMENT OF HOLDINGS BY DESIGNATED PERSONS AND THEIR IMMEDIATE RELATIVES

To,
The Compliance Officer,
Federal Mogul Goetze (India) Limited

Dear Sir,

STATEMENT OF SHAREHOLDINGS IN THE COMPANY

As on___________, I along with my Immediate Relatives hold the Securities of the Company, details whereof are as under:

Description of Security:

Name of DP and Immediate Relative	***Physical Holdings***			***Electronic Holdings***		
	Folio No.		*Total Holdings*	*DP ID*	*Client ID*	*Total Holdings*

Yours truly,

Signature:_________________
Name:____________________
Designation:_______________
Employee ID: ______________

ANNEXURE 7
FORMAT FOR DISCLOSURE OF TRANSACTIONS UNDERTAKEN BY OTHER CONNECTED PERSONS AS IDENTIFIED BY THE COMPANY

Details of trading in securities by other Connected Persons as identified by the company

Name, PAN, CIN/DIN, & address with contact nos. of other connected persons as identified by the company	Connection with company	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ disposal of shares specify		Date of intimation to company	Mode of acquisition/ disposal (on market/ public/ rights/ Preferential offer/ off market/ Inter-se transfer, ESOPs etc.)	Exchange on which the trade was executed
		Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of Shareholding	Type of securities (For eg. – Shares, Warrants Convertible Debentures, Rights entitlement, etc.)	No.	Value	Transaction Type (Purchase/Sale/ Pledge/ Revocation / Invocation/ Others-please specify)	Type of securities (For eg. – Shares, Warrants, Convertible Debentures, Rights entitlement, etc.)	No. and % of share holding	From	To			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Note: *(i) "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.*
(ii) Value of transaction excludes taxes/brokerage/any other charges

Details of trading in derivatives on the securities of the company by other Connected Persons as identified by the company

Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
Type of Contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contracts * lot size)	Notional Value	Number of units (contracts * lot size)	
16	17	18	19	20	21	22

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options.*

Name:

Signature:

Place:

ANNEXURE 8

PROCESS FOR INVESTIGATION IN CASE OF LEAK/ SUSPECTED LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION

1. Scope

Regulation 9A(5) of SEBI (Prohibition of Insider Trading) Regulations, 2015 ("**Insider Trading Regulations**") mandates every listed company to formulate written policies and procedures for inquiry in case of leak/suspected leak of UPSI and accordingly initiate inquiries on becoming aware of leak/suspected leak of UPSI. Further, any instance of such leak, inquiries and result of such inquiries is required to be promptly reported to SEBI.

2. Role of Inquiry Committee

2.1 An inquiry committee comprising of following members (or such other members as may be determined by the Board) shall investigate any instances of leak or suspected leak of UPSI ("**Inquiry Committee**"):

(a) Nominee of the Chief Financial Officer of the Company;
(b) Nominee of the Head of Human Resources of the Company; and
(c) Nominee of the General Counsel of the Company.

2.2 The Board shall have the power to reconstitute the Inquiry Committee from time to time.

2.3 The Inquiry Committee may hire/ seek assistance of an external agency or consultant in the inquiry process.

2.4 Each employee of the Company shall be required to co-operate and assist the Inquiry Committee in the discharge of its functions. The Inquiry Committee may, at its discretion, require the person suspected of a leak of UPSI to represent his case and reply to the queries of the Inquiry Committee.

2.5 The Inquiry Committee shall submit its findings to the Compliance Officer and the Board along with recommendations on likely action that may be taken against the person who has leaked UPSI.

2.6 The Inquiry Committee shall also submit detail of anomalies identified, manner of detection of such anomalies, manner of leak of UPSI and how the loopholes, if any, may be plugged to avoid such leak in the future.