



CIE Automotive India Limited
(Formerly known as Mahindra CIE Automotive Limited)

**Policy for determination of Materiality for
Disclosure of Events or Information**

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Contents

	Particulars	Page No.
1.	Contents	01-01
2.	Objective	02-02
3.	Title	03-03
4.	Definitions	03-04
5.	Guidelines for determining materiality of events or information	04-05
6.	Guidance on when an event/information has occurred	05-06
7.	Disclosures of events or information	06-07
8.	Authority	07-07
9.	Decision making of the disclosure committee	08-08
10.	Roles and responsibilities	08-09
11.	Amendments	09-09
12.	Scope and Limitations	09-09
13.	Dissemination of policy	09-09
14.	Annexure A - deemed material events	10-39
15.	Annexure B- event attracting materiality criteria	40-50
16.	Annexure C	51-51
17.	Annexure D- version History	52-52

POLICY FOR DETERMINATION OF MATERIALITY FOR DISCLOSURE OF EVENTS OR INFORMATION

1. OBJECTIVE

The Policy is framed in accordance with the requirements of the Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time. ("**Regulations**").

These Regulations have classified disclosure of such events, into the following categories:

- (i) Events which are considered to be **deemed material events**, and which need to be disclosed without application of the "materiality criteria" as provided the Regulations. The events as specified under the Regulations are listed in **Annexure A** to this Policy.
- (ii) Events which need to be disclosed based on the application of the "materiality criteria". The events as specified under the Regulations are listed in **Annexure B** to this Policy.
- (iii) Other events as specified under the Regulations are listed in **Annexure C** to this policy.

SEBI had also specified the information that needs to be provided whilst disclosing events mentioned in Annexures A and B, which is provided alongside each event/information in this Policy. In case the Company does not disclose any such specified details, it shall state appropriate reasoning for the same as part of the disclosure.

The Regulations also mandate the Company to frame a Policy for Determination of Materiality, based on the criteria mentioned in the Regulations, for disclosure of events mentioned at Annexure B, and hence the Board of Directors of the Company have adopted this Policy.

The objective of the Policy is to determine materiality of events or information of the Company and to ensure that such information is adequately disseminated in pursuance with the Regulations, and to provide an overall governance framework for such determination of materiality.

Effective Date

This Policy is effective December 1, 2015. Any amendments in the policy shall be effective from the date such amendments are approved by the Board.

2. Title

This Policy shall be called 'Policy for determination of materiality for disclosure of events or information'.

3. DEFINITIONS

"Act" shall mean the Companies Act, 2013 and the Rules framed thereunder, including any modifications, clarifications, circulars or re-enactment thereof;

"Board of Directors" or **"Board"** means the Board of Directors of CIE Automotive India Limited, as constituted from time to time;

"Company" means CIE Automotive India Limited;

"Disclosure Committee" shall mean collectively the Key Managerial Personnel authorized for the purpose of determining materiality of an event or information and for the purpose of making disclosures to stock exchange(s) under the Regulations;

"Key Managerial Personnel" mean key managerial personnel as defined in subsection (51) of section 2 of the Companies Act, 2013;

"Material Event" or "Material Information" shall mean such event or information as set out in the Schedule or as may be determined in terms of Clause 4 of the Policy. In the Policy, the words, "material" and "materiality" shall be construed accordingly;

"Material Subsidiary" shall mean any subsidiary company of the Company which is or has been determined as a material subsidiary as per the provisions of the Regulations;

"Policy" means this Policy for Determining Materiality for Disclosure of Events or Information and as may be amended from time to time;

"Regulations" mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any modifications, clarifications, circulars or re- enactment thereof;

"SEBI" mean Securities and Exchange Board of India

"Schedule" means a Schedule III of (Listing Obligations and Disclosure Requirements) Regulations, 2015;

Any other term not defined herein shall have the same meaning as defined in the Companies Act, 2013, the Regulations or any other applicable law or regulation to the extent applicable to the Company.

4. GUIDELINES FOR DETERMINING MATERIALITY OF EVENTS OR INFORMATION

- I. Materiality criteria shall have to be determined on a case-to-case basis depending on specific facts and circumstances relating to the event/information mentioned in Annexure B and C. In order to enable determining whether a particular event/information is material in nature, the Disclosure Committee shall consider the following criteria in accordance with the Regulations:
 - A. the omission of an event or information, which is likely to result in:
 - a. discontinuity or alteration of event or information already available publicly; or
 - b. significant market reaction if the said omission come to light at a later date; or
 - B. the omission of an event or information, whose value or the expected impact in terms of value, exceeds the lower of the following:
 - (1) two percent of turnover, as per the last audited consolidated financial statements of the Company;
 - (2) two percent of net worth, as per the last audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative; or
 - (3) five percent of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company.
 - C. while framing its opinion on materiality, the Disclosure Committee may also consider whether there would be any direct or indirect impact on the reputation of the Company.

- D. in case where the criteria specified in clauses A and B are not applicable, an event/ information may be treated as deemed material, if in the opinion of the Board of Directors of the Company, the event/ information is considered material.
- II. For the events/information as mentioned in Annexure B, the Disclosure Committee may prescribe indicative guidelines for determining materiality of an event or information, without diluting the provisions of the Regulations and guidelines prescribed under this Policy in any manner. The Committee shall, from time to time, place the said guidelines before the Board, when such guidelines are framed and whenever there is any modification or amendment in the existing indicative guidelines or any new guidelines are specified by the Committee to ascertain materiality of events/information in this regard.
- III. In respect of events or information pertaining to subsidiaries, the Disclosure Committee may consider the criteria mentioned in "I" above for determining materiality of such events or information vis-à-vis the Company and may also include the same in internal guidelines without diluting the provisions of the Regulations and guidelines prescribed under this Policy in any manner.

5. Guidance on when an event/information has occurred

The Company may be confronted with the question as to when an event/information can be said to have occurred.

- a) In certain instances, the answer to above question would depend upon the stage of discussion, negotiation or approval and in other instances where there is no such discussion, negotiation or approval required viz. in case of natural calamities, disruptions etc., the answer to the above question would depend upon the timing when the Company became aware of the event/information.
- b) In the former, the events/information can be said to have occurred upon receipt of approval of Board of Directors e.g., further issue of capital by rights issuance and in certain events/information after receipt of approval of both i.e., Board of Directors and Shareholders.

However, considering the price sensitivity involved, for certain events e.g., decision on declaration of dividends etc., disclosure shall be made on receipt of approval of the event by the Board of Directors, pending Shareholder's approval.

- c) In the latter, the events/information can be said to have occurred when the Company becomes aware of the events/information, or as soon as, an officer of the Company has, or ought to have reasonably come into possession of the information in the course of the performance of his duties.

Here, the term 'officer' shall have the same meaning as defined under the Companies Act, 2013.

- d) As soon as the event as mentioned in **Annexure B** has occurred or any information about happening of such event is received by the Chief Operating Officer and/or the Chief Executive Officer of any Business Division of the Company and/or any of the Senior Management Personnel such Officer shall immediately bring the facts about occurrence of such event or details of the information so received to the attention of the Disclosure Committee by emailing the same to materiality@cie-india.com.

6. DISCLOSURES OF EVENTS OR INFORMATION

- a) Events specified in Annexure A are deemed to be material events and the Company shall first make disclosure of such events or information as soon as reasonably possible and in any case not later than the following:
- (i) thirty minutes from the closure of the meeting of the Board of Directors of the Company in which the decision pertaining to the event or information has been taken;
 - (ii) twelve hours from the occurrence of the event or information, in case the event or information is emanating from within the Company; and
 - (iii) twenty-four hours from the occurrence of the event or information, in case the event or information is not emanating from within the Company.

Provided that disclosure with respect to events for which timelines have been specified in Part A of Schedule III of Regulations read with any circular issued thereunder by SEBI (which have been mentioned in Annexure A of this Policy) shall be made within such timelines.

Provided further that in case the disclosure is made after the timelines specified as above, the Company shall, along with such disclosure(s) provide an explanation for delay.

- b) The Company shall make disclosure of events as specified in Annexure B based on application of guidelines for determining Materiality as per Clause 4 of the Policy within the timelines as prescribed under Clause 6 (a) of the Policy.
- c) The Company shall make disclosures updating Material developments on a regular basis, till such time the event is resolved/closed, with relevant explanations.
- d) The Company shall disclose all events or information in respect of its Subsidiaries which are material for the Company based on application of guidelines for determining Materiality as per Clause 4 of the Policy.

All events or information disclosed to the Stock Exchanges under Regulation 30 of the Regulations shall be hosted on the website of the Company for a minimum period of 5 years.

7. AUTHORITY

Mr. Ander Arenaza Álvarez – Executive Director, Mr. Manoj Menon – Executive Director & Chief Executive Officer– Stampings, Composites, Foundry, Magnetics and Gears Division, Mr. Hari Krishnan – Chief Executive Officer – Forgings and Bill Forge Division, Mr. K. Jayaprakash – Chief Financial Officer and Mr. Pankaj Goyal – Company Secretary and Compliance Officer being Key Managerial Personnel of the Company (collectively referred as Disclosure Committee), shall have the authority jointly to determine Materiality of any event or information and ensure disclosures of the same are made to stock exchange(s), subject to the provisions of this Policy.

Contact details of the Disclosure Committee is as following:

Address: CIE Automotive India Limited

Suite F9D, Grand Hyatt Plaza (Lobby Level), Off Western Express Highway, Santacruz (E),
Mumbai – 400 055

Email - materiality@cie-india.com **Phone** – 022-62411031

8. DECISION MAKING OF THE DISCLOSURE COMMITTEE

The Disclosure Committee members may meet physically or may interact through e-mails or any other means as the members of the Committee may deem fit.

Any two members of the Disclosure Committee can decide the materiality of an event.

9. ROLES AND RESPONSIBILITIES

A. Roles and Responsibility of Disclosure Committee

The Roles and Responsibilities of the Committee shall include the following:

1. to ensure compliance with the disclosure requirements under Regulation 30 of the Regulations and such other Circulars as may be specified by the Securities and Exchange Board of India in this regard;
2. to take a view on the materiality of an event or on the price sensitivity of an event that qualifies for disclosure under Regulation 30 of the Regulations;
3. to determine the appropriate time at which the disclosures are to be made to the stock exchanges which shall be in adherence to the requirements of Regulation 30 of the Regulations;
4. to review and finalise the details to be disclosed. The contents of the disclosure shall be in line with the Regulations and SEBI Circulars issued in this regard, and as may be amended from time to time. Provided that any confidential information which if disclosed is likely to put at risk, the business interest of the Company shall not be disclosed. The Company to that extent shall make qualified disclosure to the Stock Exchanges;
5. to consider such other events that may require disclosure to be made to the stock exchanges which are not explicitly defined in any Annexures and determine the materiality, appropriate time and contents of disclosure for such matter;
6. to review the information in respect of the above specified events on periodical basis, as may be necessary and inform the stock exchanges if there is a change in information after it has been disclosed to stock exchanges (including withdrawal / cancellation of event);
7. to determine materiality thresholds of events/ information mentioned in Regulation 2(n) of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, which is likely to materially affect the price of the securities (constituting UPSI);

8. to make necessary amendment(s) to the Policy as may be required from time to time.
9. To place the Internal Guidelines if any framed by the Committee before Board of Directors of the Company and carrying out suggestion, if any, of the Board into such guidelines.

B. Responsibilities of the Employees

Any employee of the Company who, in performance of his duties, receives information pertaining to events mentioned in Annexure A and/or Annexure B to this policy, shall report the details of happening of event of information related thereto to the Disclosure Committee at: materiality@cie-india.com or to any of the member of the Disclosure Committee.

10. AMENDMENTS

The Board may subject to the applicable laws amend any provision(s) or substitute any of the provision(s) with the new provision(s) or replace the Policy entirely with a new Policy.

The Disclosure Committee may make any amendment to the Annexure A and/or Annexure B to this Policy to align the same with provisions of the Listing Regulations or any circulars or clarifications issued by SEBI in this behalf.

However, no such amendment or modification shall be inconsistent with the applicable provisions of any law for the time being in force.

11. SCOPE AND LIMITATION

In the event of any conflict between the provisions of this Policy and the Companies Act, 2013, Regulations or any other statutory enactments, then the provisions of such Regulations or Companies Act, 2013 or statutory enactments, shall prevail over this Policy and the part(s) so repugnant shall be deemed to severed from the Policy and the rest of the Policy shall remain in force.

12. DISSEMINATION OF POLICY

This Policy shall be hosted on the website of the Company and address of such web link thereto shall be provided in the Annual Report of the Company.

Annexure A

**DEEMED MATERIAL EVENTS WHICH SHALL BE DISCLOSED WITHOUT APPLICATION OF THE
“MATERIALITY CRITERIA”**

S. No.	Events/Information	Details of Events that need to be provided*	Timeline for disclosure
1.	<p>Acquisition(s) (including agreement to acquire), Scheme of Arrangement (amalgamation/ merger/ demerger/ restructuring), sale or disposal of any unit(s), division(s), whole or substantially the whole of the undertaking (s) or subsidiary of the Company, sale of stake in the associate Company or any other restructuring.</p> <p>Explanation: For the purpose of this sub-para, the word 'acquisition' shall mean,-</p> <p>i) acquiring control, whether directly or indirectly; or,</p> <p>ii) acquiring or agreeing to acquire shares or voting rights in a company, whether existing or to be incorporated, whether directly or indirectly, such that -</p> <p>a) the Company holds shares or voting rights aggregating to five per cent or more of the shares or voting rights in the said company, or;</p> <p>b) there has been a change in holding from the last disclosure made under sub-</p>	<p>Acquisition (including agreement to acquire):</p> <p>a) name of the target entity, details in brief such as size, turnover etc.;</p> <p>b) whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at “arms length”;</p> <p>c) industry to which the entity being acquired belongs;</p> <p>d) objects and effects of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the Company);</p> <p>e) brief details of any governmental or regulatory approvals required for the acquisition;</p>	Within 12 hours *

<p>clause (a) of clause (ii) of the Explanation to this sub-para and such change exceeds two per cent of the total shareholding or voting rights in the said company, or;</p> <p>c) the cost of acquisition or the price at which the shares are acquired exceeds the threshold specified in sub-clause (c) of clause (i) of sub-regulation (4) of regulation 30 i.e., the threshold of turnover, net worth and average of absolute value of Profit and loss after tax whichever is lower or as amended for the time being in force as prescribed in Clause 4 (l) (b) of this Policy</p> <p>Explanation (2) - For the purpose of this sub-paragraph, "sale or disposal of subsidiary" and "sale of stake in associate company" shall include:</p> <p>i. an agreement to sell or sale of shares or voting rights in a company such that the company ceases to be a wholly owned subsidiary, a subsidiary or an associate company of the Company; or</p> <p>ii. an agreement to sell or sale of shares or voting rights in a subsidiary or associate</p>	<p>f) indicative time period for completion of the acquisition;</p> <p>g) nature of consideration - whether cash consideration or share swap or any other form and details of the same;</p> <p>h) cost of acquisition or the price at which the shares are acquired;</p> <p>i) percentage of shareholding / control acquired and / or number of shares acquired;</p> <p>j) brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief);</p> <p>Amalgamation/ Merger:</p> <p>a) name of the entity(ies) forming part of the amalgamation/ merger, details in brief such as, size, turnover etc.;</p> <p>b) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";</p> <p>c) area of business of the entity(ies);</p> <p>d) rationale for amalgamation/ merger;</p>	
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	<p>company such that the amount of the sale exceeds the threshold specified in subclause (c) of clause (i) of sub-regulation (4) of regulation 30 as prescribed in Clause 4 (l) of this Policy.</p> <p>Explanation (3)- For the purpose of this sub-paragraph, “undertaking” and “substantially the whole of the undertaking” shall have the same meaning as given under section 180 of the Companies Act, 2013 i.e.</p> <p>(i) “undertaking” shall mean an undertaking in which the investment of the company exceeds twenty per cent of its net worth as per the audited balance sheet of the preceding financial year or an undertaking which generates twenty per cent. of the total income of the company during the previous financial year;</p> <p>(ii) the expression “substantially the whole of the undertaking” in any financial year shall mean twenty per cent or more of the value of the undertaking as per the audited balance sheet of the preceding financial year;</p>	<p>e) in case of cash consideration – amount or otherwise share exchange ratio;</p> <p>f) brief details of change in shareholding pattern (if any) of Company.</p> <p>Demerger :</p> <p>a) brief details of the division(s) to be demerged;</p> <p>b) turnover of the demerged division and as percentage to the total turnover of the Company in the immediately preceding financial year / based on financials of the last financial year;</p> <p>c) rationale for demerger;</p> <p>d) brief details of change in shareholding pattern (if any) of all entities;</p> <p>e) in case of cash consideration – amount or otherwise share exchange ratio;</p> <p>f) whether listing would be sought for the resulting entity.</p> <p>Sale or disposal of any unit(s) or division(s) or whole or substantially whole of the undertaking(s) or subsidiary of the Company, sale of stake in the associate company or any other restructuring:</p>	
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		<p>a) the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division or undertaking or subsidiary or associate company of the Company during the last financial year;</p> <p>b) date on which the agreement for sale has been entered into;</p> <p>c) the expected date of completion of sale/disposal;</p> <p>d) consideration received from such sale/disposal;</p> <p>e) brief details of buyers and whether any of the buyers belong to the promoter/ promoter group /group companies. If yes, details thereof;</p> <p>f) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";</p> <p>g) additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the Company with respect to such slump sale.</p> <p>For the purpose of this sub-clause, "slump sale" shall mean the</p>	
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		<p>transfer of one or more undertakings, as a result of the sale for a lump sum consideration, without values being assigned to the individual assets and liabilities in such sales.</p> <p>Other Restructuring:</p> <p>a) details and reasons for restructuring;</p> <p>b) quantitative and/ or qualitative effect of restructuring;</p> <p>c) details of benefit, if any, to the promoter/promoter group/ group companies from such proposed restructuring;</p> <p>d) brief details of change in shareholding pattern (if any) of all entities.</p>	
<p>2.</p>	<p>Issuance or forfeiture of securities, split or consolidation of shares, buyback of securities, any restriction on transferability of securities or alteration in terms or structure of existing securities including forfeiture, reissue of forfeited securities, alteration of calls, redemption of securities etc.</p>	<p>Issuance of securities:</p> <p>a) type of securities proposed to be issued (viz. equity shares, convertibles etc.);</p> <p>b) type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);</p> <p>c) total number of securities proposed to be issued or the total amount for which the securities will be issued (approximately);</p>	<p>Within 12 hours *</p>

		<p>d) in case of preferential issue the Company shall disclose the following additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. names of the investors; ii. post allotment of securities - outcome of the subscription, issue price / allotted price (in case of convertibles), number of investors; iii. in case of convertibles - intimation on conversion of securities or on lapse of the tenure of the instrument; <p>e) in case of bonus issue the Company shall disclose the following additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. whether bonus is out of free reserves created out of profits or share premium account; ii. bonus ratio; iii. details of share capital - pre and post bonus issue; iv. free reserves and/ or share premium required for implementing the bonus issue; v. free reserves and/ or share premium available for capitalization and the date as on which such balance is available; 	
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		<p>vi. whether the aforesaid figures are audited;</p> <p>vii. estimated date by which such bonus shares would be credited/dispatched;</p> <p>f) in case of issuance of depository receipts (ADR/GDR) or FCCB the Company shall disclose following additional details to the stock exchange(s):</p> <p>i. name of the stock exchange(s) where ADR/GDR/FCCBs are listed (opening – closing status) / proposed to be listed;</p> <p>ii. proposed no. of equity shares underlying the ADR/GDR or on conversion of FCCBs;</p> <p>iii. proposed date of allotment, tenure, date of maturity and coupon offered, if any of FCCB's;</p> <p>iv. issue price of ADR/GDR/FCCBs (in terms of USD and in INR after considering conversion rate);</p> <p>v. change in terms of FCCBs, if any;</p> <p>vi. details of defaults, if any, by the Company in payment of coupon on FCCBs & subsequent updates in relation to the default, including the details of the corrective measures undertaken (if any);</p> <p>g) in case of issuance of debt securities or other non convertible securities the Company shall</p>	
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		<p>disclose following additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. size of the issue; ii. whether proposed to be listed? If yes, name of the stock exchange(s); iii. tenure of the instrument - date of allotment and date of maturity; iv. coupon/interest offered, schedule of payment of coupon/interest and principal; v. charge/security, if any, created over the assets; vi. special right/interest/privileges attached to the instrument and changes thereof; delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal; vii. details of any letter or comments regarding payment/non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets along with its comments thereon, if any; viii. details of redemption of preference shares indicating the manner of redemption (whether 	
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		<p>out of profits or out of fresh issue) and debentures;</p> <p>h) any cancellation or termination of proposal for issuance of securities including reasons thereof</p> <p>Split/consolidation of shares:</p> <p>a) split/consolidation ratio;</p> <p>b) rationale behind the split/consolidation;</p> <p>c) pre and post share capital – authorized, paid-up and subscribed;</p> <p>d) expected time of completion;</p> <p>e) class of shares which are consolidated or subdivided;</p> <p>f) number of shares of each class pre and post split or consolidation;</p> <p>g) number of shareholders who did not get any shares in consolidation and their pre-consolidation shareholding.</p> <p>Buy back of securities:</p> <p>a) number of securities proposed for buyback;</p> <p>b) number of securities proposed for buyback as a percentage of existing paid up capital;</p> <p>c) buyback price;</p>	
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		<p>d) actual securities in number and percentage of existing paid up capital bought back;</p> <p>e) pre & post shareholding pattern.</p> <p>Any restriction on transferability of securities:</p> <p>a) authority issuing attachment or prohibitory orders;</p> <p>b) brief details and reasons for attachment or prohibitory orders;</p> <p>c) name of registered holders against whom restriction on transferability has been placed;</p> <p>d) total number of securities so affected;</p> <p>e) distinctive numbers of such securities if applicable;</p> <p>f) period for which order would be applicable (if stated).</p> <p>Any action, which will result in alteration of the terms or structure of any existing securities, including, but not limited to:</p> <p>a) forfeiture of shares;</p> <p>b) reissue of forfeited shares or securities, or the issue of shares or securities held in reserve for future issue or the creation in any form or</p>	
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		<p>manner of new shares or securities or any other rights, privileges or benefits to subscribe to;</p> <p>c) proposal to issue any class of securities;</p> <p>d) alterations of capital, including calls;</p> <p>e) change in the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the Company.</p>	
3.	New Ratings or revision in Rating(s).	<p>The details of any new rating or revision in rating assigned from a credit rating agency to any debt instrument of the Company or to any fixed deposit programme or to any scheme or proposal of the Company involving mobilization of funds whether in India or abroad.</p> <p>In case of a downward revision in ratings, the Company shall also intimate the reasons provided by the rating agency for such downward revision.</p> <p>The above requirement to disclose rating shall also be applicable to the following:</p> <p>a. Revision in rating even if it was not requested for by the Company or the request was later withdrawn by the Company.</p>	Within 24 hours

		<p>b. Revision in rating outlook even without revision in rating score.</p> <p>c. ESG ratings by registered ESG Rating Providers</p>	
4.	<p>Outcome of Meetings of the board of directors:</p> <p>The Company shall disclose to the Exchange(s), within 30 minutes of the closure of the meeting, held to consider the following:</p> <p>a) dividends and/or cash bonuses recommended or declared or the decision to pass any dividend and the date on which dividend shall be paid/dispatched;</p> <p>b) any cancellation of dividend with reasons thereof;</p> <p>c) the decision on buyback of securities;</p> <p>d) the decision with respect to fund raising proposed to be undertaken</p> <p>e) increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares shall be credited / dispatched</p> <p>f) reissue of forfeited shares or securities, or the issue of shares or securities held in reserve for future issue or the creation in any form or manner of new shares or securities or any other rights,</p>	<p>The intimation of outcome of meeting of the board of directors shall also contain the time of commencement and conclusion of the meeting.</p>	<p>Timeline as specified in sub-para 4 of Para A of Schedule III.</p>

	<p>privileges or benefits to subscribe to;</p> <p>g) short particulars of any other alterations of capital, including calls;</p> <p>h) financial results;</p> <p>i) decision on voluntary delisting by the Company from stock exchange(s).</p>		
5.	<p>Agreements (viz. shareholder agreement(s), joint venture agreement(s), family settlement agreement(s) (to the extent that it impacts management and control of the Company), agreement(s)/ treaty (ies)/ contract(s) with media companies) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof.</p>	<p>a) name(s) of parties with whom the agreement is entered;</p> <p>b) purpose of entering into the agreement;</p> <p>c) shareholding, if any, in the entity with whom the agreement is executed;</p> <p>d) significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;</p> <p>e) whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;</p> <p>f) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";</p>	<p>Within 12 hours * (for agreements where Company is a party);</p> <p>Within 24 hours (for agreements where Company is not a party).</p>

		<p>g) in case of issuance of shares to the parties, details of issue price, class of shares issued;</p> <p>h) any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of such agreements, etc</p> <p>i) in case of termination or amendment of agreement, Company shall disclose additional details to the stock exchange(s):</p> <p>1) name of parties to the agreement;</p> <p>2) nature of the agreement;</p> <p>3) date of execution of the agreement;</p> <p>details of amendment and impact thereof or reasons of termination and impact thereof.</p>	
5A	<p>Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the Company or of its holding, subsidiary or associate company, among themselves or with the Company or with a third party, solely or jointly, which, either directly or indirectly or potentially</p>	<p>Initial Disclosure</p> <p>a) Name of the Party to the Agreement whether belong to Company, its holding, subsidiary or associate company i.e.</p> <ul style="list-style-type: none"> i. Shareholders ii. Promoters iii. promoter group entities iv. related parties v. directors vi. key managerial personnel vii. employees 	<p>Within 12 hours * (for agreements where Company is a party); Within 24 hours (for agreements where Company is not a party).</p>

	<p>or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements:</p> <p>Provided that such agreements entered into by a Company in the normal course of business shall not be required to be disclosed unless they, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or they are required to be disclosed in terms of any other provisions of these regulations.</p> <p>Explanation: For the purpose of this clause, the term “directly or indirectly” includes agreements creating obligation on the parties to such agreements to ensure that the Company shall or shall not act in a particular manner.</p>	<p>b) Name of the party with which the agreement is entered into i.e.</p> <ol style="list-style-type: none"> i. Among the parties mention in (a) above or ii. with the Company iii. with a third party <p>Brief Explanation regarding the effect of agreement on the management or control of the Company or whether impose any restriction or create any liability upon the Company.</p> <p>Continuous disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements</p>	
6.	<p>Fraud or defaults by Company, its promoter, director, key managerial personnel, senior management or subsidiary or arrest of key managerial personnel, senior management, promoter or director of the</p>	<p>At the time of unearthing of fraud or occurrence of the default / arrest:</p> <ol style="list-style-type: none"> a) nature of fraud/default/arrest; b) estimated impact on the Company; 	<p>Within 24 hours</p>

	<p>company, whether occurred within India or abroad:</p> <p>For the purpose of this subparagraph:</p> <p>(i) 'Fraud' shall include fraud as defined under Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.</p> <p>(ii) 'Default' shall mean non-payment of the interest or principal amount in full on the date when the debt has become due and payable.</p> <p>Explanation 1- In case of revolving facilities like cash credit, the company would be considered to be in 'default' if the outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for more than thirty days.</p> <p>Explanation 2- Default by a promoter, director, key managerial personnel, senior management, subsidiary shall mean default which has or may have an impact on the Company.</p>	<p>c)time of occurrence;</p> <p>d)person(s) involved;</p> <p>e)estimated amount involved (if any);</p> <p>f) whether such fraud/default/arrest has been reported to appropriate authorities.</p> <p>Subsequently intimate the stock exchange(s) further details regarding the fraud /default/arrest including:</p> <p>a)actual amount involved in the fraud /default (if any);</p> <p>b) actual impact of such fraud /default on the Company and its financials; and</p> <p>c) corrective measures taken by the Company on account of such fraud/default.</p>	
7.	Change in directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), Senior	a) reason for change viz. appointment, resignation, removal, death or otherwise;	Within 12 hours * (except in case resignation)

	Management, Auditor and Compliance Officer.	<p>b) date of appointment/cessation (as applicable) & term of appointment;</p> <p>c) brief profile (in case of appointment);</p> <p>d) disclosure of relationships between directors (in case of appointment of a director).</p> <p>e) Non-debarment from access to security market by any regulatory authority, in case of appointment of Director</p>	Within 24 hours (in case of resignation)
7A	Resignation of the Auditor	<p>Detailed reasons for resignation of auditor, as given by the said auditor as follows:</p> <ol style="list-style-type: none"> 1. Name of the Company/ material subsidiary 2. Details of the statutory auditor: <ol style="list-style-type: none"> a. Name b. Address c. Phone number d. Email 3. Details of association with the Company/ material subsidiary: <ol style="list-style-type: none"> a. Date on which the statutory auditor was appointed: b. Date on which the term of the statutory auditor was scheduled to expire: c. Prior to resignation, the latest audit report/limited review report submitted by the 	Timeline as specified in sub-para 7A of Para A of Schedule III.

		<p style="text-align: center;">auditor and date of its submission.</p> <p>4. Detailed reasons for resignation</p> <p>5. In case of any concerns, efforts made by the auditor prior to resignation (including approaching the Audit Committee/Board of Directors along with the date of communication made to the Audit Committee/Board of Directors)</p> <p>6. In case the information requested by the auditor was not provided, then following shall be disclosed:</p> <p>a. Whether the inability to obtain sufficient appropriate audit evidence was due to a management-imposed limitation or circumstances beyond the control of the management.</p> <p>b. Whether the lack of information would have significant impact on the financial statements/results.</p> <p>c. Whether the auditor has performed alternative procedures to obtain appropriate evidence for the purposes of audit/limited review as laid down in SA 705 (Revised)</p> <p>d. Whether the lack of information was prevalent in</p>	
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		<p>the previous reported financial statements/results. If yes, on what basis the previous audit/limited review reports were issued.</p> <p>7. Any other facts relevant to the resignation</p> <p>Disclosure of Audit Committee's views to the Stock Exchanges:</p> <p>Upon resignation of the auditor, the Audit Committee shall deliberate upon all the concerns raised by the auditor with respect to its resignation as soon as possible, but not later than the date of the next Audit Committee meeting and communicate its views to the management. The Company shall ensure the disclosure of the Audit Committee's views to the stock exchanges as soon as possible but not later than twenty-four hours after the date of such Audit Committee meeting.</p>	
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7B	Resignation of independent director including reasons for resignation: In case of resignation of an independent director of the company, within seven days from the date of resignation,	<p>At the time of Resignation:</p> <p>a) Reasons for resignation within seven days from the date of resignation:</p> <p>a) The letter of resignation along with detailed reasons for the resignation as given by the said director.</p> <p>b) Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any.</p> <p>c) A confirmation as provided by the independent director that there is no other material reasons other than those provided.</p>	Timeline as specified in sub-para 7B of Para A of Schedule III.
7C	Resignation of key managerial personnel, senior management, compliance officer or director other than an independent director; the letter of resignation along with detailed reasons for the resignation as given by the key managerial personnel, senior management, compliance officer or director shall be disclosed to the stock exchanges by the Company within seven days from the date that such resignation comes into effect.	<p>Within seven days from the date that such resignation comes into effect.:</p> <p>a) letter of resignation,</p> <p>b) detailed reasons for the resignation as given by the key managerial personnel, senior management, compliance officer or director</p>	Timeline as specified in sub-para 7C of Para A of Schedule III.
7D	In case the Managing Director or Chief Executive Officer of the Company was indisposed or unavailable to fulfil the requirements of the role in a regular manner for more than forty five		Within 12 hours *

	days in any rolling period of ninety days, the same along with the reasons for such indisposition or unavailability, shall be disclosed to the stock exchange(s)		
8.	Appointment or discontinuation of share transfer agent	a)reason for appointment or discontinuation; b)date on which above would become effective.	Within 12 hours *
9.	Resolution Plan/Corporate debt restructuring	a) whether CDR is voluntary and reasons for opting or referred by lenders/creditors; b) details of the loan to be subjected to restructuring under CDR; c)brief details of the CDR proposal (if any); d) the following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme: i)upon execution of any agreement in relation to the CDR proposal, disclose details such as date of execution, parties to the agreement and principal terms; ii) details of final CDR package as approved by RBI and the lenders iii) lenders involved; iv)brief summary of the CDR scheme including details of the securities, interest payment,	Within 24 hours

		<p>repayment schedule, negative and other restrictive covenants.</p> <p>In case of Resolution Plan in relation to loans/borrowings from banks/financial institutions:</p> <p>a) Decision to initiate resolution of loans/borrowings;</p> <p>b) Signing of Inter-Creditors Agreement (ICA) by lenders;</p> <p>c) Finalization of Resolution Plan</p> <p>d) Implementation of Resolution Plan</p> <p>e) Salient features, not involving commercial secrets, of the resolution/ restructuring plan as decided by lenders</p>	
10.	One time settlement with a bank.	<p>a) reasons for opting for OTS;</p> <p>b) brief summary of the OTS</p>	Within 24 hours
11.	winding-up petition filed by any party / Creditors.	<p>a) reasons for such a petition;</p> <p>b) impact of such petition on Company.</p>	Within 24 hours
12.	Issuance of Notices, call letters, resolutions and circulars sent to shareholders, debenture holders or creditors or any class of them or advertised in the media by the Company.	<p>a) date of notice/call letters/resolutions etc.;</p> <p>b) brief details viz. agenda (if any) proposed to be taken up, resolution to be passed, manner of approval proposed etc.</p>	Within 12 hours *
13.	Proceedings of Annual and extraordinary general meetings of the Company.	<p>a) date of the meeting;</p> <p>b) brief details of items deliberated and results thereof;</p>	Within 12 hours *

		c) manner of approval proposed for certain items (e-voting etc.)	
14.	Amendments to memorandum and articles of association of Company, in brief.		Within 12 hours *
15A	<p>Schedule of Analyst or institutional investor meet and presentations made by the Company to analysts or institutional investors.</p> <p>'meet' shall mean group meetings or group conference calls conducted physically or through digital means</p>	<p>a) Schedule of Analyst or institutional investor meet atleast two working days in advance (excluding the date of the intimation and the date of meet)</p> <p>b) Details pertaining to the meet / call, mode of attending</p> <p>c) details pertaining to registrations, disclaimers/note to complete/ease registration/attending the call</p> <p>d) details regarding specific platform requirements , if any</p> <p>e) inclusions/exclusions of audience/ participants if any</p>	Timeline as specified in sub-para 15 of Para A of Schedule III.
15B	Audio or video recordings and transcripts of post earnings/quarterly calls conducted physically or through digital means	<p>a) In case of the presentation and the audio/video recordings</p> <p>It shall be promptly made available on the website and in any case, before the next trading day or within twenty-four hours from the conclusion of such calls, whichever is earlier;</p> <p>a. In case of Transcript :</p>	Timeline as specified in sub-para 15 of Para A of Schedule III.

		<ul style="list-style-type: none"> i. copy of transcript ii. exact web link to the website of the listed company iii. List of management attendees iv. Recording the dialogues including but not limited to the presentation, the Q&As, any assents / dissents and open points v. Confirmation that no unpublished price sensitive information was shared/discussed in the meeting / call 	
16.	<p>The following events in relation to the corporate insolvency resolution process (CIRP) of a listed corporate debtor under the Insolvency Code:</p> <ul style="list-style-type: none"> a) Filing of application by the corporate applicant for initiation of CIRP, also specifying the amount of default; b) Filing of application by financial creditors for initiation of CIRP against the corporate debtor, also specifying the amount of default; c) Admission of application by the Tribunal, along with amount of default or rejection or withdrawal, as applicable ; d) Public announcement made pursuant to order passed by the Tribunal under section 13 of Insolvency Code; e) List of creditors as required to be displayed by the corporate debtor under regulation 13(2)(c) of the IBBI 		Within 24 hours

	<p>(Insolvency Resolution Process for Corporate Persons) Regulations, 2016;</p> <p>f) Appointment/ Replacement of the Resolution Professional;</p> <p>g) Prior or post-facto intimation of the meetings of Committee of Creditors;</p> <p>h) Brief particulars of invitation of resolution plans under section 25(2)(h) of Insolvency Code in the Form specified under regulation 36A(5) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;</p> <p>i) Number of resolution plans received by Resolution Professional;</p> <p>j) Filing of resolution plan with the Tribunal;</p> <p>k) Approval of resolution plan by the Tribunal or rejection, if applicable;</p> <p>l) Specific features and details of the resolution plan as approved by the Adjudicating Authority under the Insolvency Code, not involving commercial secrets, including details such as:</p> <ul style="list-style-type: none"> i. Pre and Post net-worth of the company; ii. Details of assets of the company post CIRP; iii. Details of securities continuing to be imposed on the companies' assets; iv. Other material liabilities imposed on the company; v. Detailed pre and post shareholding pattern assuming 		
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	<p>100% conversion of convertible securities;</p> <p>vi. Details of funds infused in the company, creditors paid-off;</p> <p>vii. Additional liability on the incoming investors due to the transaction, source of such funding etc.;</p> <p>viii. Impact on the investor – revised P/E, RONW ratios etc.;</p> <p>ix. Names of the new promoters, key managerial personnel], if any and their past experience in the business or employment. In case where promoters are companies, history of such company and names of natural persons in control;</p> <p>x. Brief description of business strategy.</p> <p>m) Any other material information not involving commercial secrets.</p> <p>n) Proposed steps to be taken by the incoming investor/acquirer for achieving the MPS;</p> <p>o) Quarterly disclosure of the status of achieving the MPS;</p> <p>p) The details as to the delisting plans, if any approved in the resolution plan.</p>		
17.	Initiation of Forensic audit :	<p>At the time of Initiation</p> <p>a) The fact of initiation of forensic audit</p>	<p>Within 12 hours* (if initiated by the Company);</p> <p>Within 24 hours</p>

	<p>In case of initiation of forensic audit, (by whatever name called), the following disclosures shall be made to the stock exchanges by Company :</p> <p>a) The fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available;</p> <p>b) Final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any.</p>	<p>b) name of entity initiating the audit</p> <p>c) reasons for the same, if available;</p> <p>At the time of receipt of Final Forensic Audit Report:</p> <p>a) Final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies)</p> <p>b) comments of the management, if any.</p>	<p>(if initiated by external agency).</p>
<p>18.</p>	<p>Announcement or communication through social media intermediaries or mainstream media by directors, promoters, key managerial personnel or senior management of the Company, in relation to any event or information which is material for the company in terms of regulation 30 of these regulations and is not already made available in the public domain by the Company.</p> <p>Explanation – “social media intermediaries” shall have the same meaning as defined under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021</p>	<p>a) nature and details of information</p> <p>b) name of the social media intermediaries or mainstream media as the case may be</p> <p>c) date of announcement/ communication</p>	<p>Within 24 hours</p>

19.	<p>Action(s) initiated or orders passed in respect of the following:</p> <ul style="list-style-type: none"> a) search or seizure; or b) re-opening of accounts under section 130 of the Companies Act, 2013; or c) investigation under the provisions of Chapter XIV of the Companies Act, 2013; <p>along with the following details pertaining to the actions(s) initiated, taken or orders passed:</p> <ul style="list-style-type: none"> a) name of the authority; b) nature and details of the action(s) taken, initiated or order(s) passed; c) date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority; d) details of the violation(s)/contravention(s) committed or alleged to be committed; e) impact on financial, operation or other activities of the Company, quantifiable in monetary terms to the extent possible 	<ul style="list-style-type: none"> a) Nature and details of the actions(s) initiated, taken or orders passed among the following: <ul style="list-style-type: none"> i. search or seizure; or ii. re-opening of accounts under section 130 of the Companies Act, 2013; or iii. investigation under the provisions of Chapter XIV of the Companies Act, 2013; b) name of the regulatory, statutory, enforcement authority or judicial body who have passed such order or initiated action(s) c) against whom such order passed/ action initiated i.e. <ul style="list-style-type: none"> i. the Company ii. its directors, iii. key managerial personnel, iv. senior management, v. promoter vi. subsidiary d) date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority; e) details of the violation(s)/contravention(s) committed or alleged to be committed; f) impact on financial, operation or other activities of the Company, quantifiable 	Within 24 hours
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		in monetary terms to the extent possible.	
20.	<p>Action(s) taken or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company in respect of the following:</p> <p>a) suspension; b) imposition of fine or penalty; c) settlement of proceedings; d) debarment; e) disqualification; f) closure of operations; g) sanctions imposed; h) warning or caution; or i) any other similar action(s) by whatever name called;</p> <p>along with the following details pertaining to the actions(s) initiated, taken or orders passed:</p> <p>i. name of the authority; ii. nature and details of the action(s) taken, initiated or order(s) passed; iii. date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority; iv. details of the violation(s)/contravention(s) committed or alleged to be committed;</p>	<p>a) name of the regulatory, statutory, enforcement authority or judicial body who have passed such order or initiated action(s) b) nature and details of the action(s) taken, initiated or order(s) passed in respect of the following: i. suspension; ii. imposition of fine or penalty; iii. settlement of proceedings; iv. debarment; v. disqualification; vi. closure of operations; vii. sanctions imposed; viii. warning or caution; or ix. any other similar action(s) by whatever name called; x. date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority; c) details of the violation(s)/contravention(s) committed or alleged to be committed; d) impact on financial, operation or other activities of the Company, quantifiable</p>	Within 24 hours

	v. impact on financial, operation or other activities of the Company, quantifiable in monetary terms to the extent possible.	in monetary terms to the extent possible.	
21.	Voluntary revision of financial statements or the report of the board of directors of the Company under section 131 of the Companies Act, 2013		Within 12 hours *

Annexure B

**EVENTS WHICH NEED TO BE DISCLOSED BASED ON THE APPLICATION OF THE
"MATERIALITY CRITERIA"**

Sr No.	Events/Information	Details of Events that need to be provided	
1.	Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division.	The Company shall notify the stock exchange(s) regarding the commencement of commercial production or the commencement of commercial operations of any unit/division. In cases where the Company has made prior intimation of date of commencement of commercial production or operations, the Company shall be required to disclose details in case of postponement of the date of commencement.	Within 12 hours *
2.	arrangements for strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of business or closure of operations of any unit/ division or Subsidiary (in entirety or in piecemeal).	<p>Arrangements for strategic, technical, manufacturing, or marketing tie-up:</p> <p>a) Agreement / joint venture (JV) with companies:</p> <p>i. name of the entity(ies) with whom agreement/ JV is signed;</p> <p>ii. area of agreement/JV;</p> <p>iii. domestic/international;</p> <p>iv. share exchange ratio / JV ratio;</p> <p>v. scope of business operation of agreement / JV;</p> <p>vi. details of consideration paid / received in agreement / JV;</p> <p>vii. significant terms and conditions of agreement / JV in brief;</p> <p>viii. whether the acquisition would fall within related party transactions and whether the</p>	Within 12 hours *

		<p>promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at “arms length”;</p> <p>ix. size of the entity(ies);</p> <p>x. rationale and benefit expected.</p> <p>b) In the event that any such arrangement is called off for any reason, the same shall be disclosed along with the reasons for calling off the proposal.</p> <p>Adoption of new line(s) of business:</p> <p>a) industry or area to which the new line of business belongs to;</p> <p>b) expected benefits;</p> <p>c) estimated amount to be invested.</p> <p>Closure of operations of any unit/division / Subsidiary - (entirety or piecemeal):</p> <p>a) date of such binding agreement, if any, entered for sale of such unit/division, if any;</p> <p>b) amount & percentage of turnover or revenue or income and net worth of the Company contributed by such unit or division during the last financial year;</p> <p>c) date of closure or estimated time of closure;</p> <p>d) reasons for closure.</p>	
3.	Capacity addition or Launch of New Product	<p>Capacity addition:</p> <p>a) existing capacity;</p> <p>b) existing capacity utilization;</p>	Within 12 hours *

		<p>c) proposed capacity addition;</p> <p>d) period within which the proposed capacity is to be added;</p> <p>e) investment required;</p> <p>f) mode of financing;</p> <p>g) rationale.</p> <p>Technology:</p> <p>a) name of the product;</p> <p>b) date of launch;</p> <p>c) category of the product;</p> <p>d) whether caters to domestic/ international market;</p> <p>e) name of the countries in which the product is launched (in case of international)</p>	
4.	Awarding, bagging/ receiving, amendment or termination of awarded /bagged orders /contracts not in the normal course of business.	<p>Awarding of order(s)/contract(s)</p> <p>Only important terms and conditions which may be as under needs to be disclosed:</p> <p>a) name of the entity to which order(s)/contract(s) is awarded;</p> <p>b) whether order(s) / contract(s) is awarded to domestic/ international entity</p> <p>c) significant terms and conditions of order(s) /contract(s) awarded, in brief;</p> <p>d) time period, if any, associated with the order(s) /contract(s);</p> <p>e) broad commercial consideration or size of the order(s)/ contract(s);</p>	Within 24 hours

		<p>f) whether the promoter/ promoter group/group companies have any interest in that entity to whom the order(s)/contract(s) is awarded? If Yes, nature of interest and details thereof;</p> <p>g)whether the same would fall within related party transactions? If yes, whether the same is done at “arms length”</p> <p>Bagging/Receiving of orders/contracts:</p> <p>Only important terms and conditions which may be as under needs to be disclosed:</p> <p>a) name of the entity awarding the order(s)/contract(s);</p> <p>b) significant terms and conditions of order(s) /contract(s) awarded in brief</p> <p>c) whether order(s) / contract(s) have been awarded by domestic/ international entity;</p> <p>d) nature of order(s) / contract(s);</p> <p>whether domestic or international;</p> <p>e) time period by which the order(s)/contract(s) is to be executed;</p> <p>f) broad consideration or size of the order(s) / contract(s);</p> <p>g) whether the promoter/ promoter group / group companies have any interest in the entity that awarded the order(s)/ contract(s)? If yes, nature of interest and details thereof;</p>	
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		<p>h) whether the order(s)/contract(s) would fall within related party transactions? If yes, whether the same is done at “arms length”.</p> <p>Amendment or termination of orders/contracts:</p> <p>a) name of parties to the order(s)/contract(s);</p> <p>b) nature of the order(s)/contract(s);</p> <p>c) date of execution of the order(s)/contract(s)</p> <p>d) details of amendment or reasons for terminations and impact thereof (to the extent possible)</p>	
5.	<p>Agreements (viz. loan agreement(s) or any other agreement(s) which are binding and not in normal course of business) and revision(s) or amendment(s) or termination(s) thereof.</p>	<p>Only important terms and conditions which may be as under needs to be disclosed:</p> <p>a) name(s) of parties with whom the agreement is entered;</p> <p>b) purpose of entering into the agreement;</p> <p>c) size of agreement;</p> <p>d) shareholding, if any, in the entity with whom the agreement is executed;</p> <p>e) significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;</p> <p>f) whether, the said parties are related to promoter / promoter group/ group companies in any manner. If yes, nature of relationship;</p>	<p>Within 12 hours * (for agreements where Company is a party); Within 24 hours (for agreements where Company is not a party).</p>

		<p>g) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";</p> <p>h) in case of issuance of shares to the parties, details of issue price, class of shares issued;</p> <p>i) in case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan;</p> <p>j) any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of such agreements, etc;</p> <p>k) in case of termination or amendment of agreement, Company shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. name of parties to the agreement ; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof. 	
6.	Disruption of operations of any one or more units or division of the Company due to natural calamity	<p>At the time of occurrence:</p> <p>a) expected quantum of loss/damage caused;</p> <p>b) whether loss/damage covered by insurance or not including amount;</p>	Within 24 hours

	(earthquake, flood, fire etc.), force majeure or events such as strikes, lockouts etc.	<p>c) estimated impact on the production/operations in case of strikes/lock outs;</p> <p>d) factory/unit where the strike/lock out takes place including reasons for such strike.</p> <p>Regularly, till complete normalcy is restored:</p> <p>a) insurance amount claimed and realized by the Company for the loss/damage;</p> <p>b) the actual amount of damage caused due to the natural calamity or other force majeure events;</p> <p>c) details of steps taken to restore normalcy and the impact of the natural calamity/other force majeure events on production or service, financials of the entity.</p>	
7.	Effect(s) arising out of change in the regulatory framework applicable to the Company.		Within 24 hours
8.	Pendency of any Litigation(s) or disputes(s) or the outcome thereof which may have an impact on the company.	The Company shall notify the stock exchange(s) upon it or its key management personnel or its promoter or senior management or its promotor or its subsidiary, ultimate person in control becoming party to any litigation, assessment, adjudication, arbitration or dispute in conciliation proceedings or upon institution of any litigation, assessment, adjudication, arbitration or dispute including any ad-interim or interim orders passed against or in favour of the Company, the outcome of which can reasonably be expected to have an impact.	Within 24 hours

		<p>In case the amount involved in ongoing litigations or disputes with an opposing party become material on a cumulative basis, then the same shall also be required to be disclosed to the stock exchange(s).</p> <p>At the time of becoming the party:</p> <p>a) brief details of litigation viz. name(s) of the opposing party, court/tribunal/agency where litigation is filed, brief details of dispute/litigation;</p> <p>b) expected financial implications, if any, due to compensation, penalty etc;</p> <p>c) quantum of claims, if any;</p> <p>Regularly till the litigation is concluded or dispute is resolved:</p> <p>a) the details of any change in the status and / or any development in relation to such proceedings;</p> <p>b) in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings;</p> <p>c) in the event of settlement of the proceedings, details of such settlement including - terms of the settlement, compensation/ penalty paid (if any) and impact of such settlement on the financial position of the Company.</p>	
9.	Fraud/ defaults, etc. by employees of Company which has or may have an impact on the Company	<p>At the time of unearthing of fraud or occurrence of the default/arrest:</p> <p>a) nature of fraud/default/arrest;</p> <p>b) estimated impact on the Company;</p> <p>c) time of occurrence;</p>	Within 24 hours

		<p>d) person(s) involved; e) estimated amount involved (if any); f) whether such fraud has been reported to appropriate authorities.</p> <p>Subsequently intimate the stock exchange(s) further details regarding the fraud/default including:</p> <p>a) actual amount involved in the fraud /default (if any); b) actual impact of such fraud /default on the Company and its financials; c) corrective measures taken by the Company on account of such fraud/default</p>	
10.	Options to purchase securities including any ESOP/ESPS Scheme.	<p>Options to purchase securities (including any Share Based Employee Benefit (SBEB) Scheme) at the time of instituting the scheme and vesting or exercise of options:</p> <p>a) brief details of options granted; b) whether the scheme is in terms of SEBI (SBEB) Regulations, 2014 (if applicable); c) total number of shares covered by these options; d) pricing formula; e) options vested; f) time within which option may be exercised; g) options exercised; h) money realized by exercise of options; i) the total number of shares arising as a result of exercise of option; j) options lapsed;</p>	Within 12 hours *

		<p>k) variation of terms of options;</p> <p>l) brief details of significant terms;</p> <p>m) subsequent changes or cancellation or exercise of such options;</p> <p>n) diluted earnings per share pursuant to issue of equity shares on exercise of options</p>	
11.	<p>Giving of guarantees or indemnity or becoming a surety by whatever named called for any third party.</p>	<p>a) name of party for which such guarantees or indemnity or surety was given;</p> <p>b) whether the promoter/ promoter group/ group companies have any interest in this transaction? If yes, nature of interest and details thereof and whether the same is done at “arms length”;</p> <p>c) brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee;</p> <p>d) impact of such guarantees or indemnity or surety on the Company.</p> <p>The above details for giving of guarantees or indemnity or becoming a surety, by whatever name called, including comfort letter, side letter, etc., shall also be required to be disclosed in case the amount involved in terms of outstanding guarantees, indemnity or surety for a third party become material on a cumulative basis.</p>	<p>Within 12 hours *</p>
12.	<p>Granting, withdrawal, surrender, cancellation or suspension of key</p>	<p>a) name of the regulatory or licensing authority;</p> <p>b) brief details of the approval/license obtained/ withdrawn/ surrendered;</p>	<p>Within 24 hours</p>

	licenses or regulatory approvals.	<p>c) impact/relevance of such approval/license to the Company;</p> <p>d) withdrawal/cancellation or suspension of licence/approval by the regulatory or licensing authority, with reasons for such action, estimated impact (monetary or otherwise) on the Company and penalty, if any;</p> <p>e) period for which such approval/license is/was valid;</p> <p>f) Subsequently, the Company shall inform the stock exchange(s), the actual impact (monetary or otherwise) along with corrective actions taken by the Company pursuant to the withdrawal, cancellation or suspension of the key license/ approval.</p>	
13.	Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority	<p>a) name of the authority;</p> <p>b) details of fines, penalties, dues, etc. including amount;</p> <p>c) due date of payment;</p> <p>d) reasons for delay or default in payment;</p> <p>e) impact on financial, operation or other activities of the Company, quantifiable in monetary terms to the extent possible.</p> <p>In addition to the above, details of payment including date of payment and amount paid shall be disclosed upon payment of the fines, penalties, dues, etc.</p>	Within 12 hours *

* Note: In case the event or information emanates from a decision taken in a Board Meeting of the company, the same shall be disclosed within thirty minutes from the closure of such meeting as against the timeline indicated in the table above.

Annexure C

Any other information/event viz. major development that is likely to affect business, e.g. emergence of new technologies, expiry of patents, any change of accounting policy that may have a significant impact on the accounts, etc. and brief details thereof and any other information which is exclusively known to the Company which may be necessary to enable the holders of securities of the Company to appraise its position and to avoid the establishment of a false market in such securities.

Annexure-D

Version History

Version	Date of amendment	Change & Reason for change
Version 1	1 st December, 2015	The policy for determination of materiality for disclosure to the Stock Exchanges pursuant to Regulation 30 of SEBI Listing Regulations came into effect.
Version 2	22 nd February, 2016	The Policy was amended to cover amendments in the policy on criteria for determining Materiality of events or information and the indicative guidelines for determination of materiality of events.
Version 3	23 rd February, 2017	The Policy was amended to reconstitute disclosure committee in view of the Organizational changes.
Version 4	19 th April, 2018	The Policy was amended to reconstitute disclosure committee in view of the Organizational changes.
Version 5	19 th February, 2021	The Policy was amended to reconstitute disclosure committee in view of the Organizational changes.
Version 6	25 th April, 2022	The Policy was amended to reconstitute disclosure committee in view of the Organizational changes.
Version 7	15 th July, 2023	The Policy was amended in alignment with amendments to the Listing Regulations including amendments in criteria for determining Materiality of events or information and reporting timelines, which comes into effect from 15 ^h July, 2023.