

## **PRISM CEMENT LIMITED**

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### **POLICY FOR DETERMINATION OF MATERIALITY FOR DISCLOSURES**

#### **1. Introduction**

The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('LODR Regulations'), require every Listed Company to disclose events or information which, in the opinion of the Board of Directors of the Company, are material.

The 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". These events as specified by SEBI in Para A of Part A of Schedule III of 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" mentioned in this Policy. These events as specified by SEBI in Para B of Part A of Schedule III of the Regulations are listed in **Annexure 'B'** to this Policy.
- (iii) Other events as specified by SEBI in Para C of Part A of Schedule III and listed in **Annexure 'C'** to this Policy.
- (iv) Events which need to be disclosed based on the application of the "materiality criteria" mentioned in this Policy in respect of non-convertible debt securities. These events as specified by SEBI in Para A of Part B of Schedule III of the Regulations are listed in **Annexure 'D'** to this Policy.
- (v) Any other events/information concerning the Company as the stock exchange(s) may reasonably require.

SEBI has 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 specified events.

This Policy applies to disclosure of events or information which is material to the Company.

**2. Title**

This Policy shall be called 'Policy for Determination of Materiality for Disclosures'.

**3. Effective Date**

The effective date of the Policy will be December 1, 2015.

**4. Objective**

The objective of this Policy is to determine events/information which are material and having a bearing on performance/operation of the Company and/or are price sensitive in nature.

This Policy is framed in accordance with the requirements of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, notified on September 2, 2015 which shall be effective from December 1, 2015 and other SEBI Circulars specified in this regard.

**5. 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 the Company, as constituted from time to time.

**“Company”** means Prism Cement Limited.

**“Key Managerial Personnel”** means key managerial personnel as defined in subsection (51) of section 2 of the Companies Act, 2013.

**“Material Events/Material Information”** means events/information determined based on application of the guidelines for materiality referred in Clause 6 of this Policy and sub-regulation (4) of Regulation 30 of the Regulations.

**“Material Subsidiary”** shall mean a subsidiary, whose income or net worth exceeds twenty percent of the consolidated income or net worth respectively, of the Company and its subsidiaries in the immediately preceding accounting year.

“**Officer**” shall have the same meaning as defined under the Companies Act, 2013 and shall also include promoter of the Company.

“**Policy**” means Policy for Determination of Materiality for Disclosures.

“**Subsidiary**” or “**Subsidiaries**” means Subsidiary or Subsidiaries of the Company.

“**Securities**” means ‘equity shares’ and ‘non-convertible debt securities’ of the Company.

Any other term not defined herein shall have the same meaning as defined in the Companies Act, 2013, the Listing Agreements, the Regulations, Rules thereunder, circulars and notifications issued thereto or any other applicable law or regulation to the extent applicable to the Company.

## **6. Disclosure Committee**

An Executive Committee comprising of the Managing Director, the Executive Director & CEO - Cement, the Executive Director & CEO - HRJ, the Executive Director & CEO - RMC, the Chief Financial Officer and the Company Secretary, Key Managerial Personnel of the Company has been constituted under the name and style of ‘the Disclosure Committee’ (hereinafter referred to as “the Disclosure Committee”).

The Disclosure Committee so constituted shall determine materiality of an event or information for disclosure pursuant to Regulation 30(5) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any amendments or modifications thereto.

In addition to the above, the Board has nominated a Chief Investor Relations Officer of the Company under the Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information and authorised him to be the permanent invitee at the meetings of the Disclosure Committee. The Board may, from time to time, nominate any Senior Executive(s) of the Company to be the permanent invitee(s) at the meetings 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.

The Disclosure Committee so constituted shall determine materiality of an event or information for disclosure pursuant to Regulation 30(5) of the SEBI

(Listing Obligations and Disclosure Requirements) Regulations, 2015 including any amendments or modifications thereto.

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 SEBI in this regard;
2. To take a view on the materiality of an event under Annexures 'B' or 'C' or 'D' 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;
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 in accordance with the Code for Practices and Procedures of Fair Disclosure 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.

***Guidance on when an event/information has occurred***

1. The Committee may be confronted with the question as to when an event/information can be said to have occurred.
2. 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 Committee became aware of the event/information.

- 2.1. In the former, the events/information can be said to have occurred upon receipt of approval of the 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.

- 2.2. In the latter, the events/information can be said to have occurred when the Committee 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.

In case an Officer of the Company becomes aware of or comes into possession of the information in the course of the performance of his duties, he shall immediately report the same to the Committee.

## **7. Consulting Outside Advisors**

The Disclosure Committee may consult with the Company's legal counsel and other appropriate expert advisors as it considers necessary in connection with this Policy.

## **8. Materiality criteria of the event or information**

Materiality criteria have to be determined on a case-to-case basis depending on specific facts and circumstances relating to the event/information mentioned at Annexure 'B' or 'C' or 'D'. In order to enable the Committee to determine whether a particular event/information is material in nature, the Regulations have laid down criteria, as mentioned below :

- (i) The event or information is in any manner unpublished price sensitive information;
- (ii) The omission of 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 came to light at a later date;

In case where the criteria specified in clauses (a) and (b) above are not applicable, an event can be considered as being material, if in the opinion of the Board, the event/information is considered material. For such events/information (mentioned in Annexure 'B' and 'D'), indicative guidelines have been prescribed for determining materiality of an event or information and which can be considered by the Disclosure Committee for the purpose of disclosure of such events/information to the Stock Exchanges, without diluting the same in any manner. The Board may, from time to time, modify or amend existing indicative guidelines or specify new guidelines to ascertain materiality of events/information in this regard.

In respect of events or information pertaining to subsidiaries, the Disclosure Committee may consider the criteria mentioned above and the indicative guidelines prescribed by the Board for determining materiality of such events or information vis-à-vis the Company.

#### **9. Timeframe for Disclosure**

As per the Regulations, disclosures need to be intimated **within 24 hours** from the occurrence of information or event (except certain events arising out of the Meetings of the Board of Directors mentioned at point 4 of Para A of Part A of Schedule III of the Regulations and also in point 4 of Annexure 'A' of this Policy, which are required to be disclosed to the Exchange(s) **within 30 minutes** of the closure of the meeting). Beyond 24 hours, explanation for delay will also need to be provided.

The Company shall promptly i.e. as soon as practically possible and without any delay inform the stock exchange(s) of all events/information having bearing on the performance/operation of the Company, price sensitive information or any action that shall affect payment of interest or dividend of non-convertible preference shares or redemption of non-convertible debt securities or redeemable preference shares and events/information specified in Annexure 'D'.

#### **10. Disclosure on Website**

All events or information disclosed under this Policy (appearing in all Annexures) to the Stock Exchanges, shall be hosted on the website of the Company for a minimum period of 5 years.

#### **11. Amendments**

The Disclosure Committee is authorised to amend this Policy as may be required from time to time, subject to applicable laws.

**12. Scope and Limitation**

In the event of any conflict between the provisions of this Policy and the Regulations/Companies Act, 2013 or any other statutory enactments, rules, circulars, notifications, then the provisions of such Regulations/Companies Act, 2013 or statutory enactments, rules, circulars, notifications shall prevail over this Policy.

**13. Dissemination of Policy**

This Policy shall be hosted on the website of the Company.

**Annexure ‘A’**

**Events which shall be disclosed without any application of the guidelines for materiality as specified in sub-regulation (4) of regulation 30 of the Regulations**

**1. Acquisition(s) (including agreement to acquire), Scheme of Arrangement (amalgamation/ merger/ demerger/restructuring), or sale or disposal of any unit(s), division(s) or subsidiary of the Company or any other restructuring:**

*1.1. Acquisition (including agreement to acquire) :*

- a) name of the target entity, details in brief such as size, turnover etc.;
- 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”;
- c) industry to which the entity being acquired belongs;
- 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);
- e) brief details of any governmental or regulatory approvals required for the acquisition;
- f) indicative time period for completion of the acquisition;
- g) nature of consideration - whether cash consideration or share swap and details of the same;
- h) cost of acquisition or the price at which the shares are acquired;
- i) percentage of shareholding/control acquired and/or number of shares acquired;
- 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).

[Explanation : For the purpose of the above disclosures the term ‘acquisition’ shall have the same meaning as defined in explanation of sub-para (1) of Para (A) of Part (A) of Schedule III of the Regulations].

*1.2. Amalgamation/Merger :*

- a) name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc.;



- b) whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;
- c) area of business of the entity(ies);
- d) rationale for amalgamation/ merger;
- e) in case of cash consideration – amount or otherwise share exchange ratio;
- f) brief details of change in shareholding pattern (if any) of the Company.

### 1.3. *De-merger* :

- a) brief details of the division(s) to be demerged;
- 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;
- c) rationale for demerger;
- d) brief details of change in shareholding pattern (if any) of all entities;
- e) in case of cash consideration – amount or otherwise share exchange ratio;
- f) whether listing would be sought for the resulting entity.

### 1.4. *Sale or disposal of unit(s) or division(s) or subsidiary of the Company* :

- a) the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division of the Company during the last financial year;
- b) date on which the agreement for sale has been entered into;
- c) the expected date of completion of sale/disposal;
- d) consideration received from such sale/disposal;
- e) brief details of buyers and whether any of the buyers belong to the promoter/promoter group/group companies. If yes, details thereof;
- f) whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”;
- 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.

For the purpose of this sub-clause, “slump sale” shall mean the 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.

1.5. *Other Restructuring* :

- a) details and reasons for restructuring;
- b) quantitative and/ or qualitative effect of restructuring;
- c) details of benefit, if any, to the promoter/promoter group/group companies from such proposed restructuring;
- d) brief details of change in shareholding pattern (if any) of all entities.

2. **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.**

2.1. *Issuance of securities* :

- a) type of securities proposed to be issued (viz. equity shares, convertibles etc.);
- b) type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);
- c) total number of securities proposed to be issued or the total amount for which the securities will be issued (approximately);
- d) in case of preferential issue the Company shall disclose the following additional details to the stock exchange(s) :
  - i. name(s) 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;
- e) in case of bonus issue the Company shall disclose the following additional details to the stock exchange(s) :
  - 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 capitalisation and the date as on which such balance is available;

- vi. whether the aforesaid figures are audited;
  - vii. estimated date by which such bonus shares would be credited/dispatched;
- f) in case of issuance of depository receipts (ADR/GDR) or FCCB the Company shall disclose following additional details to the stock exchange(s) :
- i. name of the stock exchange(s) where ADR/GDR/FCCBs are listed (opening – closing status) / proposed to be listed;
  - ii. proposed number of equity shares underlying the ADR/GDR or on conversion of FCCBs;
  - iii. proposed date of allotment, tenure, date of maturity and coupon offered, if any of FCCB's;
  - iv. issue price of ADR/GDR/FCCBs (in terms of USD and in INR after considering conversion rate);
  - v. change in terms of FCCBs, if any;
  - 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);
- g) in case of issuance of debt securities or other non-convertible securities the Company shall disclose following additional details to the stock exchange(s) :
- 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;
  - vii. 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;
  - viii. 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;
  - ix. details of redemption of debentures indicating the manner of redemption (whether out of profits or out of fresh issue) and;
- h) any cancellation or termination of proposal for issuance of securities including reasons thereof.

2.2. *Split/consolidation of shares :*

- a) split/consolidation ratio;
- b) rationale behind the split/consolidation;
- c) pre and post share capital – authorised, paid-up and subscribed;
- d) expected time of completion;
- e) class of shares which are consolidated or subdivided;
- f) number of shares of each class pre and post split or consolidation;
- g) number of shareholders who did not get any shares in consolidation and their pre-consolidation shareholding.

2.3. *Buy back of securities :*

- a) number of securities proposed for buyback;
- b) number of securities proposed for buyback as a percentage of existing paid up capital;
- c) buyback price;
- d) actual securities in number and percentage of existing paid up capital bought back;
- e) pre & post shareholding pattern.

2.4. *Any restriction on transferability of securities :*

- a) authority issuing attachment or prohibitory orders;
- b) brief details and reasons for attachment or prohibitory orders;
- c) name of registered holders against whom restriction on transferability has been placed;
- d) total number of securities so affected;
- e) distinctive numbers of such securities if applicable;
- f) period for which order would be applicable (if stated).

2.5. *Any action, which will result in alteration of the terms or structure of any existing securities, including, but not limited to :*

- a) forfeiture of shares;
- 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 manner of new shares or securities or any other rights, privileges or benefits to subscribe to;

- c) proposal to issue any class of securities;
- d) alterations of capital, including calls;
- e) change in the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the Company.

### 3. **Revision in Rating(s)**

The Company shall notify the stock exchange(s), 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 mobilisation of funds whether in India or abroad. In case of a downward revision in ratings, the Company shall also intimate the reasons provided by the rating agency for such downward revision.

### 4. **Outcome of meetings of the Board of Directors :**

The Company shall intimate to the Exchange(s), within 30 minutes of the closure of the meeting, held to consider or decide the following :

- 4.1. 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;
- 4.2. any cancellation of dividend with reasons thereof;
- 4.3. the decision on buyback of securities;
- 4.4. the decision with respect to fund raising proposed to be undertaken;
- 4.5. increase in capital by issue of bonus shares through capitalisation including the date on which such bonus shares would be credited/dispatched;
- 4.6. 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, privileges or benefits to subscribe to;
- 4.7. short particulars of any other alterations of capital, including calls;
- 4.8. financial results;
- 4.9. decision on voluntary delisting by the Company from stock exchange(s);

The intimation of outcome of meeting of the Board of Directors shall also contain the time of commencement and conclusion of the meeting.

### 5. **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 :**

- 5.1. name(s) of parties with whom the agreement is entered;
- 5.2. purpose of entering into the agreement;
- 5.3. shareholding, if any, in the entity with whom the agreement is executed;
- 5.4. 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.;
- 5.5. whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
- 5.6. whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”;
- 5.7. in case of issuance of shares to the parties, details of issue price, class of shares issued;
- 5.8. 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;
- 5.9. in case of termination or amendment of agreement, the Company shall disclose additional details to the stock exchange(s):
  - a) name of parties to the agreement;
  - b) nature of the agreement;
  - c) date of execution of the agreement;
  - d) details of amendment and impact thereof or reasons of termination and impact thereof.

**6. Fraud/Defaults by promoter or key managerial personnel or by the Company or arrest of key managerial personnel or promoter :**

- 6.1. *At the time of unearthing of fraud or occurrence of the default / arrest :*
  - a) nature of fraud/default/arrest;
  - b) estimated impact on the Company;
  - c) time of occurrence;
  - d) person(s) involved;
  - e) estimated amount involved (if any);
  - f) whether such fraud/default/arrest has been reported to appropriate authorities.

6.2. *Subsequently intimate the stock exchange(s) further details regarding the fraud/default/arrest including :*

- a) actual amount involved in the fraud/default (if any);
- b) actual impact of such fraud/default on the Company and its financials; and
- c) corrective measures taken by the Company on account of such fraud/default.

**7. Change in directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), Auditor and Compliance Officer :**

- 7.1. reason for change viz. appointment, resignation, removal, death or otherwise;
- 7.2. date of appointment/cessation (as applicable) & term of appointment;
- 7.3. brief profile (in case of appointment);
- 7.4. disclosure of relationships between directors (in case of appointment of a director).

**8. Appointment or discontinuation of share transfer agent :**

- 8.1. reason for appointment or discontinuation;
- 8.2. date on which above would become effective.

**9. Corporate debt restructuring (“CDR”) :**

- 9.1. whether CDR is voluntary and reasons for opting or referred by lenders/creditors;
- 9.2. details of the loan to be subjected to restructuring under CDR;
- 9.3. brief details of the CDR proposal (if any);
- 9.4. the following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme;
  - a) 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;
  - b) details of final CDR package as approved by RBI and the lenders;
  - c) lenders involved;
  - d) brief summary of the CDR scheme including details of the securities, interest payment, repayment schedule, negative and other restrictive covenants.

10. **One time settlement (OTS) with a Bank :**
  - 10.1. reasons for opting for OTS;
  - 10.2. brief summary of the OTS.
  
11. **Reference to BIFR and winding-up petition filed by any party/creditors :**
  - 11.1. reasons for such a reference/petition;
  - 11.2. impact of such reference/petition on Company.
  
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 and the following :**
  - 12.1. date of notice/call letters/resolutions etc.;
  - 12.2. brief details viz. agenda (if any) proposed to be taken up, resolution to be passed, manner of approval proposed etc.
  
13. **Proceedings of annual and extraordinary general meetings of the Company and the following details in brief :**
  - 13.1. date of the meeting;
  - 13.2. brief details of items deliberated and results thereof;
  - 13.3. manner of approval proposed for certain items (e-voting etc.).
  
14. **Amendments to memorandum and articles of association of Company, in brief .**
  
15. **Schedule of analyst or institutional investor meet and presentations on financial results made by the Company to analysts or institutional investors.**

#### **Annexure 'B'**

#### **Events which shall be disclosed upon application of the guidelines for Materiality referred in Clause 6 of this Policy and sub-regulation (4) of regulation 30 of the Regulations**

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.

**2. Change in the general character or nature of business brought about by :**

*1.1. Arrangements for strategic, technical, manufacturing, or marketing tie-up :*

- a) Agreement/joint venture (JV) with companies:
  - i. name of the entity(ies) with whom agreement/ JV is signed;
  - ii. area of agreement/JV;
  - iii. domestic/international;
  - iv. share exchange ratio/JV ratio;
  - v. scope of business operation of agreement/JV;
  - vi. details of consideration paid/received in agreement/JV;
  - vii. significant terms and conditions of agreement/JV in brief;
  - viii. whether the acquisition would fall within related party transactions 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 “arm’s length;
  - ix. size of the entity(ies);
  - x. rationale and benefit expected.
  
- 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.

*2.2. Adoption of new line(s) of business :*

- a) industry or area to which the new line of business belongs to;
- b) expected benefits;
- c) estimated amount to be invested.

*2.3. Closure of operations of any unit/division - (entirety or piecemeal):*

- a) date of such binding agreement, if any, entered for sale of such unit/division, if any;
- 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;
- c) date of closure or estimated time of closure;
- d) reasons for closure.

3. **Capacity addition or product launch :**

3.1. *Capacity addition :*

- a) existing capacity;
- b) existing capacity utilisation;
- c) proposed capacity addition;
- d) period within which the proposed capacity is to be added;
- e) investment required;
- f) mode of financing;
- g) rationale.

3.2. *Product launch :*

- a) name of the product;
- b) date of launch;
- c) category of the product;
- d) whether caters to domestic/international market;
- e) name of the countries in which the product is launched (in case of international).

4. **Awarding, bagging/receiving, amendment or termination of awarded/bagged orders/contracts, not in the normal course of business :**

4.1. *Awarding of order(s)/contract(s): Only important terms and conditions which may be as under needs to be disclosed :*

- a) name of the entity to which order(s)/contract(s) is awarded;
- b) whether order(s)/contract(s) is awarded to domestic/international entity
- c) significant terms and conditions of order(s)/contract(s) awarded, in brief;
- d) time period, if any, associated with the order(s)/contract(s);
- e) broad commercial consideration or size of the order(s)/contract(s);
- 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;
- g) whether the same would fall within related party transactions? If yes, whether the same is done at “arm’s length”.

4.2. *Bagging/Receiving of orders/contracts: Only important terms and conditions which may be as under needs to be disclosed :*

- a) name of the entity awarding the order(s)/contract(s);
- b) significant terms and conditions of order(s)/contract(s) awarded in brief;
- c) whether order(s)/contract(s) have been awarded by domestic/international entity;
- d) nature of order(s)/contract(s);
- e) whether domestic or international;
- f) time period by which the order(s)/contract(s) is to be executed;
- g) broad consideration or size of the order(s)/contract(s);
- h) 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;
- i) whether the order(s)/contract(s) would fall within related party transactions? If yes, whether the same is done at “arm’s length”.

4.3. *Amendment or termination of orders/contracts :*

- a) name of parties to the order(s)/contract(s);
- b) nature of the order(s)/contract(s);
- c) date of execution of the order(s)/contract(s)
- d) details of amendment or reasons for terminations and impact thereof (to the extent possible);

5. **Agreements (viz. loan agreement(s) (as a borrower) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof: Only important terms and conditions which may be as under needs to be disclosed :**

- a) name(s) of parties with whom the agreement is entered;
- b) purpose of entering into the agreement;
- c) size of agreement;
- d) shareholding, if any, in the entity with whom the agreement is executed;
- 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.;
- f) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;

- g) whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;
- h) in case of issuance of shares to the parties, details of issue price, class of shares issued;
- 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;
- 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.;
- k) in case of termination or amendment of agreement, the Company shall disclose additional details to the stock exchange(s) :
  - i. name of parties to the agreement;
  - ii. nature of the agreement;
  - iii. date of execution of the agreement;
  - iv. details 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 (earthquake, flood, fire etc.), force majeure or events such as strikes, lockouts etc. :**

*6.1. At the time of occurrence :*

- a) expected quantum of loss/damage caused;
- b) whether loss/damage covered by insurance or not including amount;
- c) estimated impact on the production/operations in case of strikes/lock outs;
- d) factory/unit where the strike/lock out takes place including reasons for such strike.

*6.2. Regularly, till complete normalcy is restored :*

- a) insurance amount claimed and realised by the Company for the loss/damage;
- b) the actual amount of damage caused due to the natural calamity or other force majeure events;
- 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.

**7. Effect(s) arising out of change in the regulatory framework applicable to the Company.**

**8. Litigation(s)/dispute(s)/regulatory action(s) with impact :**

The Company shall notify the stock exchange(s) upon it or its key management personnel or its promoter or 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.

*8.1. At the time of becoming the party :*

- a) brief details of litigation viz. name(s) of the opposing party, court/tribunal/agency where litigation is filed, brief details of dispute/litigation;
- b) expected financial implications, if any, due to compensation, penalty etc.;
- c) quantum of claims, if any;

*8.2. Regularly till the litigation is concluded or dispute is resolved :*

- a) the details of any change in the status and/or any development in relation to such proceedings;
- 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;
- 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 the Company.

**9. Frauds/defaults by directors (other than key managerial personnel) or employees of the Company :**

*9.1. At the time of unearthing of fraud or occurrence of the default/arrest :*

- a) nature of fraud/default/arrest;
- b) estimated impact on the Company;
- c) time of occurrence;
- d) person(s) involved;
- e) estimated amount involved (if any);

f) whether such fraud has been reported to appropriate authorities.

9.2. *Subsequently intimate the stock exchange(s) further details regarding the fraud/default including :*

- 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.

10. **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 :**

- 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;
- k) variation of terms of options;
- l) brief details of significant terms;
- m) subsequent changes or cancellation or exercise of such options;
- n) diluted earnings per share pursuant to issue of equity shares on exercise of options.

11. **Giving of guarantees or indemnity or becoming a surety for any third party:**

- a) name of party for which such guarantees or indemnity or surety was given;
- 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”;

- 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;
  - d) impact of such guarantees or indemnity or surety on the Company.
12. **Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals :**
- a) name of the regulatory or licensing authority;
  - b) brief details of the approval/license obtained/ withdrawn/ surrendered;
  - c) impact/relevance of such approval/license to the Company;
  - 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;
  - e) period for which such approval/license is/was valid;
  - 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.

### **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'**

#### **Events which shall be disclosed upon application of the guidelines for Materiality referred in Clause 6 of this Policy and sub-regulation (4) of regulation 30 of the Regulations - Non-Convertible Debt Securities**

The Company shall promptly inform to the stock exchange(s) of all information which shall have bearing on performance/operation of the Company or is price sensitive or shall affect payment of interest or redemption of non-convertible debt securities including :

- (1) expected default in timely payment of interests or redemption or repayment amount or both in respect of the non-convertible debt securities and also default in creation of security for debentures as soon as the same becomes apparent;

- (2) any attachment or prohibitory orders restraining the Company from transferring non-convertible debt securities from the account of the registered holders along-with the particulars of the numbers of securities so affected, the names of the registered holders and their demat account details;
- (3) any action which shall result in the redemption, conversion, cancellation, retirement in whole or in part of any non-convertible debt securities;
- (4) any action that shall affect adversely payment of interest on non-convertible debt securities including default by issuer to pay interest on non-convertible debt securities or redemption amount and failure to create a charge on the assets;
- (5) any change in the form or nature of any of its non-convertible debt securities that are listed on the stock exchange(s) or in the rights or privileges of the holders thereof and make an application for listing of the securities as changed, if the stock exchange(s) so require;
- (6) any changes in the general character or nature of business/activities, disruption of operation due to natural calamity, and commencement of commercial production/commercial operations;
- (7) any events such as strikes and lock-outs which have a bearing on the interest payment/principal repayment capacity;
- (8) details of any letter or comments made by debenture trustees regarding payment/non-payment of interest on due dates, payment/non-payment of principal on the due dates or any other matter concerning the security, Company and/or the assets along with its comments thereon, if any;
- (9) delay/default in payment of interest/principal amount/redemption for a period of more than three months from the due date;
- (10) failure to create charge on the assets within the stipulated time period;
- (11) any instance(s) of default/delay in timely repayment of interests or principal obligations or both in respect of the debt securities including, any proposal for re-scheduling or postponement of the repayment programmes of the dues/debts of the Company with any investor(s)/lender(s).

Explanation.- For the purpose of this sub-para, 'default' shall mean Non-payment of interest or principal amount in full on the pre-agreed date and shall be recognised at the first instance of delay in servicing of any interest or principal on debt.

- (12) any major change in composition of its board of directors, which may amount to change in control as defined in Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
- (13) any revision in the rating;
- (14) the following approvals by Board of Directors in their meeting :
  - (a) the decision to pass any interest payment;



- (b) short particulars of any increase of capital whether by issue of bonus securities through capitalisation, or by way of right securities to be offered to the debenture holders, or in any other way;
- (15) all the information, report, notices, call letters, circulars, proceedings, etc., concerning non-convertible debt securities;
- (16) any other change that shall affect the rights and obligations of the holders of non-convertible debt securities, any other information not in the public domain necessary to enable the holders of the listed securities to clarify its position and to avoid the creation of a false market in such listed securities or any other information having bearing on the operation/performance of the Company as well as price sensitive information

**Approved on August 8, 2017**