

PURAVANKARA LIMITED

CIN: L45200KA1986PLC051571

POLICY FOR DETERMINATION OF MATERIALITY OF EVENTS OR INFORMATION

(Approved by Board of Directors on 14.11.2023)

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1. Objective of the Policy

The objective of the Policy is to provide an overall framework for determining materiality of events or information relating to the Company or other identified persons on a case-to case basis and to ensure timely and transparent dissemination of prescribed information, to specific stakeholders and for the Company in turn, to promptly disseminate the same to the Stock Exchanges on which the securities of the Company are listed.

2. Legal Framework

Regulation 30(4)(ii) of SEBI Listing Regulations, 2015 provides that the listed entity shall frame a policy duly approved by the Board of the Company for determination of materiality of events or information based on prescribed criteria. The Company has formulated this Policy in line with the aforementioned regulations.

3. Scope and Applicability of the Policy

The Policy will be applicable to all the events which are required to be disclosed to the Stock Exchanges and shall be read with the Company's Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information framed in adherence to the principles for fair disclosure as outlined in the SEBI (Prohibition of Insider Trading) Regulations, 2015.

4. Review and Amendments

The Board may at any time, amend this Policy either pursuant to any changes in applicable regulations or otherwise. In case of any amendment(s), clarification(s), circular(s) etc. issued by the relevant authorities, not being consistent with the provisions laid down under this Policy, such amendment(s), clarification(s), circular(s), etc. shall prevail over the provisions in this Policy.

5. Definitions

5.1 **"Board of Directors"** or **"Board"** means the Board of Directors of the Company, as constituted from time to time.

5.2 **"Company"** means Puravankara Limited.

5.3 **"Directors"** shall mean the members of the Board of Directors including the Independent Directors.

5.4 **"Key Managerial Personnel"** with reference to a Company means and includes:

- i. Chief Executive Officer or the Managing Director or the Manager;
- ii. Company Secretary;
- iii. Whole time director;
- iv. Chief Financial Officer;
- v. such other officer, not more than one level below the directors who is in whole-time employment, designated as key managerial personnel by the Board;

5.5 **"SEBI Listing Regulations, 2015"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time.

5.6 **"Material Subsidiary"** shall mean any subsidiary of the Company which is or has been determined as material as per the policy for determining material subsidiaries.

5.7 **“Officer”** means and includes any director, manager or key managerial personnel or any person in accordance with whose directions or instructions the Board of Directors or any one or more of the directors is or are accustomed to act and shall include the Promoters of the Company

5.8 **“Policy”** means this Policy on criteria for determining Materiality of events or information and as may be amended and approved by the Board from time to time.

5.9 **“SEBI”** means the Securities and Exchange Board of India.

5.10 **“Senior Management”** shall mean the officers and personnel of the Company who are members of its core management team, excluding the Board of Directors, and shall also comprise all the members of the management one level below the Chief Executive Officer or Managing Director or Whole Time Director or Manager (including Chief Executive Officer and Manager, in case they are not part of the Board of Directors) and shall specifically include the functional heads, by whatever name called.

5.11 **“Stock Exchanges”** means the National Stock Exchange of India Ltd and the Bombay Stock Exchange Ltd., and any other stock exchanges on which the securities of the Company are listed.

Capitalised terms used in this Policy and not defined above shall have the same meaning as assigned to them under the CA 2013 or LODR 2015 or any other applicable law or guidelines.

6. Criteria for determining materiality of events or information

Materiality of events or information has to be determined on a case-to-case basis depending on specific facts and circumstances relating to the events or information mentioned in Annexure B.

In order to determine whether a particular event or information is material in nature, the following criteria shall be considered in accordance with the SEBI Listing Regulations, 2015:

- i. whether the omission of an event or information would result in discontinuity or alteration of event or information already available publicly; or
- ii. whether the omission of an event or information is likely to result in significant market reaction if the said omission came to light at a later date; or
- iii. whether the omission of an event or information whose value or expected impact in terms of value exceeds the lower of the quantitative criteria as provided below:
 - a. two percent of turnover, as per the last audited consolidated financial statements of the listed entity;
 - b. two percent of net worth, as per the last audited consolidated financial statements of the listed entity, except in case the arithmetic value of the net worth is negative;
 - c. 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 listed entity;
- iv. In cases where the above mentioned is not applicable or cannot be referred to, the event or information shall be considered material if in the opinion of the Board of Directors, the event or information is material.

7. Guidance on when an event or information can be said to have occurred for disclosure

The Company may be confronted with the question as to when an event or information can be said to have occurred for making disclosures under Regulation 30 read with Schedule III of the SEBI Listing Regulations, 2015. This would in turn depend on whether the event or information that triggers the disclosures originates internally or externally.

Typically, where the event or information originates internally, the answer to this question would depend upon the stage of discussion, negotiation or approval of the matter. For e.g., the events or information in some circumstances may be said to have occurred upon receipt of approval of Board of Directors only (e.g., rights issue) or on receipt of approval of the event by the Board of Directors, pending shareholders' approval or only after receipt of approval of both i.e., Board of Directors and the shareholders (for e.g., declaration of dividend).

Where the event originates externally, the trigger for disclosure may be said to occur when the listed entity becomes aware of the event/information or as soon as an officer of the entity has, or ought to have reasonably come into possession of the information in the course of the performance of his/her duties.

8. Disclosure of events or information

The Company shall make prompt disclosures of the following events or information in line with the SEBI Listing Regulations, 2015:

- i. Events or information specified in Para A of Part A of Schedule III of SEBI Listing Regulations, 2015 are deemed material events and shall be disclosed by the Company without applying any guidelines/criteria. Such events are enlisted in Annexure A of this Policy;
- ii. Events or information specified in Para B of Part A of Schedule III of SEBI Listing Regulations, 2015, the materiality of which has to be determined based on the application of guidelines for materiality. Such events are enlisted in Annexure B of this Policy;
- iii. Events or information which have a material bearing 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 and which might enable the stakeholders of the Company to appraise its position or take such other necessary actions to avoid establishment of false market in the securities of the Company as prescribed in Para C of Part A of Schedule III of SEBI Listing Regulations, 2015;
- iv. Events or information not specified in either Para A or Para B or Para C of Part A or Para B of Part A of Schedule III of SEBI Listing Regulations, 2015 but which according to the Board of the Company are material or have a material effect on the Company;
- v. Events or information with respect to the subsidiary of the Company which are material for the Company shall also be disclosed to the stock exchange(s);
- vi. The Company shall disclose all further material developments with respect to the disclosures referred to in this Policy on a regular basis, till the event is resolved/ closed, with relevant explanations;
- vii. Events or information which are required to be disclosed in terms of the SEBI Listing Regulations, 2015

pursuant to the receipt of a communication from any regulatory, statutory, enforcement or judicial authority. In addition to the event or information aforementioned, the communication shall also be disclosed unless disclosure of such communication is prohibited by such authority;

- viii. Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, Key Managerial Personnel and employees of the Company or of its holding, subsidiary and associate company either amongst themselves or with the Company or with a third party which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the listed entity or impose any restriction or create any liability upon the Company including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements. For agreements entered into by the Company in the normal course of business the disclosures shall not be required unless the agreement, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the listed entity or they are required to be disclosed pursuant to this Policy or SEBI Listing Regulations, 2015;

Agreements having material financial impact on the revenue of the Company, as per the discretion of the authorized KMPs shall be disclosed pursuant to this Policy or SEBI Listing Regulations, 2015.s

- ix. The Company shall provide adequate reply to all queries raised by the Stock Exchanges with respect to any events or information and on its own initiative. Further it shall confirm or deny any event or information to Stock Exchanges reported in the media;
- x. The Company may on its own initiative confirm or deny any reported event or information to Stock Exchange(s).

Further upon reaching the market capitalization criteria as prescribed under the SEBI Listing Regulations, 2015, the Company shall confirm, deny or clarify any reported event or information in the mainstream media which is not general in nature and which indicates that rumors of an impending specific material event or information are circulating amongst the investing public, as soon as reasonably possible and not later than twenty fours from the reporting of the event or information. In case of confirmation of such event, the current stage of such event or information shall also be disclosed.

9. Timeline for disclosures of events or information

The events or information considered material in terms of the SEBI Listing Regulations, 2015 or this Policy shall be disclosed to the stock exchanges as soon as reasonably possible but not later than the following:

- i. 30 (thirty) minutes from the closure of the meeting of the Board in which the decision pertaining to the event or information has been taken;
- ii. 12 (twelve) hours from the occurrence of the event or information, in case the event or information is emanating from within the Company;
- iii. 24 (twenty-four) hours from the occurrence of the event or information, in case the event or information is not emanating from within the Company.

The events or information for which a timeline for disclosure has been specified under Part A of Schedule III of the SEBI Listing Regulations, 2015 shall be disclosed within such time period. Refer Annexure A and B of this Policy.

The Company shall undertake all possible efforts to ensure that the events or information are disclosed to the stock exchanges within the specified time period. In case the Company fails to disclose the events or information within the specified time period, the Company shall along with the disclosures submit with the stock exchange an explanation describing the reasons for delay.

10. Authority to Key Managerial Personnel

The following Key Managerial Personnel are authorized by the Board for the purpose of reviewing the details of potential material events or information as reported by the Relevant Employees and determining materiality of thereof

- a. Chief Executive Officer/ Whole-time Director;
- b. Chief Financial Officer;
- c. Group Company Secretary; and
- d. Sr VP- Properties, Risk & Control

The Compliance Officer being the Company Secretary shall be the Key Managerial Personnel responsible for making disclosures to the Stock Exchanges. The contact details of the Compliance Officer shall be made available to the Stock Exchanges and shall also be available on the website of the Company.

11. Website Disclosure

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

The Company shall disclose all such events or information which have been disclosed to the Stock Exchange pursuant to Regulation 30 of SEBI Listing Regulations, 2015 on its website. Such disclosures as made to the Stock Exchange shall be hosted on the website of the Company for a minimum period of 5 (five) years and thereafter as per the Policy for preservation and archival of documents of the Company.

Annexure A

**DEEMED MATERIAL EVENTS WHICH SHALL BE DISCLOSED WITHOUT APPLICATION OF
THE "GUIDELINES FOR MATERIALITY"**

Sr No.	Events/Information	Details of Events that need to be provided
1	<p>Acquisition(s) (including agreement to acquire), Scheme of Arrangement (amalgamation, merger, demerger or restructuring), sale or disposal of any unit(s), division(s), whole or substantially the whole of the undertaking(s) or subsidiary of the listed entity, sale of stake in associate company of the listed entity or any other restructuring.</p> <p>For the purpose of this sub-paragraph, the word 'acquisition' shall mean-</p> <ul style="list-style-type: none"> a) acquiring control, whether directly or indirectly; or b) acquiring or agreement to acquire shares or voting rights in a company, whether existing or to be incorporated, whether directly or indirectly, such that – <ul style="list-style-type: none"> i. the listed entity holds shares or voting rights aggregating to five per cent or more of the shares or voting rights in the said company; or ii. there has been a change in holding from the last disclosure made under sub-clause (a) of clause (ii) of the Explanation to this sub-paragraph and such change exceeds two per cent of the total shareholding or voting rights in the said company; or iii. 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. 	<p>Acquisition (including agreement to acquire):</p> <ul style="list-style-type: none"> 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 listed entity); 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); <p>Amalgamation/ Merger:</p> <ul style="list-style-type: none"> a. name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc.;

<p>For the purpose of this sub-paragraph, “sale or disposal of subsidiary” and “sale of stake in associate company” shall include-</p> <p>a) 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 listed entity; or</p> <p>b) an agreement to sell or sale of shares or voting rights in a subsidiary or associate company such that the amount of the sale exceeds the threshold specified in sub-clause (c) of clause (i) of sub-regulation (4) of regulation 30.</p> <p>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.</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> <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 listed entity.</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 listed entity 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 unit(s) or division(s) or subsidiary of the Company:</p> <p>a. the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division of the listed entity 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 listed entity with respect to such slump sale.</p>
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		<p>Other Restructuring:</p> <ul style="list-style-type: none"> 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	<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> <ul style="list-style-type: none"> 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 listed entity shall disclose the following additional details to the stock exchange(s): <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; e. in case of bonus issue the listed entity shall disclose the following additional details to the stock exchange(s): <ul style="list-style-type: none"> i. whether bonus is out of free reserves created out of profits or share premium account; ii. 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 vi. which such balance is available; vii. whether the aforesaid figures are audited; viii. estimated date by which such bonus shares would be credited/dispatched; f. in case of issuance of depository receipts

		<p>(ADR/GDR) or FCCB the listed entity shall disclose following additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> i. name of the stock exchange(s) where ADR/GDR/FCCBs are listed (opening – closing status) / proposed to be listed; ii. proposed no. 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 listed entity in payment of coupon on FCCBs & subsequent updates in relation to the default, including the details of the corrective measures undertaken (if any); <p>g. in case of issuance of debt securities or other non convertible securities the listed entity shall 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; 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 preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures; <p>h. any cancellation or termination of proposal for</p>
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		<p>issuance of securities including reasons thereof.</p> <p>Split/consolidation of shares:</p> <ul style="list-style-type: none"> a. split/consolidation ratio; b. rationale behind the split/consolidation; c. pre and post share capital – authorized, 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. <p>Buy back of securities:</p> <ul style="list-style-type: none"> 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. <p>Any restriction on transferability of securities:</p> <ul style="list-style-type: none"> 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). <p>Any action, which will result in alteration of the terms or structure of any existing securities, including, but not limited to:</p> <ul style="list-style-type: none"> a. forfeiture of shares; b. reissue of forfeited shares or securities, or the issue of shares or securities held in reserve for
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		<p>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;</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 listed entity.</p>
3	New Rating(s) or Revision in Rating(s)	The listed entity 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 listed entity or to any fixed deposit programme or to any scheme or proposal of the listed entity involving mobilization of funds whether in India or abroad. In case of a downward revision in ratings, the listed entity shall also intimate the reasons provided by the rating agency for such downward revision.
4	<p>Outcome of Meetings of the Board of Directors:</p> <p>The listed entity 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, privileges or benefits to subscribe to;</p> <p>g. short particulars of any other alterations of capital, including calls;</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>h. financial results; i. decision on voluntary delisting by the listed entity from stock exchange(s):</p> <p>Provided that in case of board meetings being held for more than one day, the financial results shall be disclosed within thirty minutes of end of the meeting for the day on which it has been considered.</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 listed entity), 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; b. purpose of entering into the agreement; c. shareholding, if any, in the entity with whom the agreement is executed; d. significant terms of the agreement (in brief) special rights like right to appoint directors, e. 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 “arms length”; h. in case of issuance of shares to the parties, details of issue price, class of shares issued; any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc; i. in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details 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 listed entity or of its holding, subsidiary or associate company, among themselves or with the listed entity or with a third party, solely or jointly, which, either directly or indirectly or potentially</p>	-

	<p>or whose purpose and effect is to, impact the management or control of the listed entity or impose any restriction or create any liability upon the listed entity, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the listed entity is a party to such agreements:</p> <p>Provided that such agreements entered into by a listed entity 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 listed entity or they are required to be disclosed in terms of any other provisions of these regulations.</p> <p>For the purpose of this clause, the term “directly or indirectly” includes agreements creating obligation on the parties to such agreements to ensure that listed entity shall or shall not act in a particular manner</p>	
6	<p>Fraud or defaults by a listed entity, its promoter, director, key managerial personnel, Senior Management or subsidiary or arrest of Key Managerial Personnel, Senior Management, promoter or director of the listed entity, whether occurred within India or abroad.</p> <p>For the purpose of this sub-paragraph:</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>At the time of unearthing of fraud or occurrence of the default / arrest:</p> <ol style="list-style-type: none"> nature of fraud/default/arrest; estimated impact on the listed entity; time of occurrence; person(s) involved; estimated amount involved (if any); whether such fraud/default/arrest has been reported to appropriate authorities. <p>Subsequently intimate the stock exchange(s) further details regarding the fraud/default/arrest including:</p> <ol style="list-style-type: none"> actual amount involved in the fraud /default (if any); actual impact of such fraud /default on the listed entity and its financials; and corrective measures taken by the listed entity on account of such fraud/default.

	<p>Explanation 1- In case of revolving facilities like cash credit, an entity 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 listed entity.]</p>	
7	<p>Change in Directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), Auditor and Compliance Officer</p>	<ul style="list-style-type: none"> a. reason for change viz. appointment, resignation, removal, death or otherwise; b. date of appointment/cessation (as applicable) & term of appointment; c. brief profile (in case of appointment); d. disclosure of relationships between directors (in case of appointment of a director). e. In case of resignation of the auditor of the listed entity, detailed reasons for resignation of auditor, as given by the said auditor, shall be disclosed by the listed entities to the stock exchanges as soon as possible but not later than twenty four hours of receipt of such reasons from the auditor. f. In case of resignation of an independent director of the listed entity, within seven days from the date of resignation, the following disclosures shall be made to the stock exchanges by the listed entities <ul style="list-style-type: none"> i. The letter of resignation along with detailed reasons for the resignation as given by the said Director. ii. Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any iii. The independent director shall, along with the detailed reasons, also provide a confirmation that there is no other material reasons other than those provided. iv. The confirmation as provided by the independent director above shall also be disclosed by the listed entities to the stock exchanges along with the disclosures as specified in sub-clause (i) and (ii) above. g. In case of resignation of key managerial

		<p>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 listed entities within seven days from the date that such resignation comes into effect.</p> <p>h. In case the Managing Director or Chief Executive Officer of the listed entity was indisposed or unavailable to fulfil the requirements of the role in a regular manner for more than forty five 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).</p>
8	Appointment or discontinuation of share transfer agent.	<p>a. reason for appointment or discontinuation;</p> <p>b. date on which above would become effective.</p>
9	<p>Resolution plan/ Restructuring in relation to loans/borrowings from banks/financial institutions including the following details:</p> <p>i. Decision to initiate resolution of loans/borrowings;</p> <p>ii. Signing of Inter-Creditors Agreement (ICA) by lenders;</p> <p>iii. Finalization of Resolution Plan;</p> <p>iv. Implementation of Resolution Plan;</p> <p>v. Salient features, not involving commercial secrets, of the resolution/ restructuring plan as decided by lenders.].</p>	<p>a. whether CDR is voluntary and reasons for opting or referred by lenders/creditors;</p> <p>b. details of the loan to be subjected to restructuring under CDR;</p> <p>c. brief details of the CDR proposal (if any);</p> <p>d. the following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme;</p> <p>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;</p> <p>ii. details of final CDR package as approved by RBI and the lenders;</p> <p>iii. lenders involved;</p> <p>iv. brief summary of the CDR scheme including details of the securities, interest payment, repayment schedule, negative and other restrictive covenants.</p>
10	One time settlement (OTS) with a bank	<p>a. reasons for opting for OTS;</p> <p>b. brief summary of the OTS.</p>
11	Winding-up petition filed by any party / Creditors	<p>a. reasons for such a reference/petition;</p> <p>b. impact of such reference/petition on Company.</p>
12	Issuance of Notices, call letters, resolutions and circulars sent to shareholders, debenture holders or creditors or any class of them or	<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>

	advertised in the media by the Company	
13	Proceedings of Annual and extraordinary general meetings of the Company	<ul style="list-style-type: none"> a. date of the meeting; b. brief details of items deliberated and results thereof; c. manner of approval proposed for certain items (e-voting, postal ballot etc.).
14	Amendments to memorandum and articles of association of the Company, in brief	-
15	<p>Schedule of Analyst or institutional investor meet and presentations on financial results made by the Company to analysts or institutional investors</p> <p>Audio or video recordings and transcripts of post earnings/quarterly calls, by whatever name called, conducted physically or through digital means</p>	<ul style="list-style-type: none"> a. the presentation and the audio/video recordings to 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; b. the transcripts of such calls to be made available on the website within five working days of the conclusion of such calls
16	Events in relation to the corporate insolvency resolution process (CIRP) of a listed corporate debtor under the Insolvency Code	<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 (Insolvency Resolution Process for Corporate Persons) Regulations, 2016; f. Appointment/ Replacement of the Resolution Professional; g. Prior or post-facto intimation of the meetings of Committee of Creditors; 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; i. Number of resolution plans received by Resolution Professional; j. Filing of resolution plan with the Tribunal;

		<ul style="list-style-type: none"> k. Approval of resolution plan by the Tribunal or rejection, if applicable; 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: <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 100% conversion of convertible securities; vi. Details of funds infused in the company, creditors paid-off; vii. Additional liability on the incoming investors due to the transaction, source of such funding etc.; viii. Impact on the investor – revised P/E, RONW ratios etc.; ix. Names of the new promoters, key managerial persons(s), 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; x. Brief description of business strategy. m. Any other material information not involving commercial secrets n. Proposed steps to be taken by the incoming investor/acquirer for achieving the MPS; o. Quarterly disclosure of the status of achieving the MPS; p. The details as to the delisting plans, if any approved in the resolution plan.
17	Initiation of Forensic audit: In case of initiation of forensic audit, (by whatever name called)	<ul style="list-style-type: none"> a. The fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; 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.
18.	Announcement or communication through social media intermediaries or mainstream media by directors, promoters, Key Managerial Personnel or Senior Management of a listed entity, in	-

	relation to any event or information which is material for the listed entity in terms of regulation 30 of these regulations and is not already made available in the public domain by the listed entity.	
19.	Action(s) initiated or orders passed by any regulatory, statutory, enforcement authority or judicial body against the listed entity or its directors, Key Managerial Personnel, Senior Management, promoter or subsidiary, in relation to the listed entity, in respect of the following: <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; 	along with the following details pertaining to the actions(s) initiated, taken or orders passed: <ul style="list-style-type: none"> 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; v. impact on financial, operation or other activities of the listed entity, quantifiable in monetary terms to the extent possible.
20.	Action(s) taken or orders passed by any regulatory, statutory, enforcement authority or judicial body against the listed entity or its directors, key managerial personnel, Senior Management, promoter or subsidiary, in relation to the listed entity, in respect of the following: <ul style="list-style-type: none"> 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; 	along with the following details pertaining to the actions(s) initiated, taken or orders passed: <ul style="list-style-type: none"> 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; v. impact on financial, operation or other activities of the listed entity, quantifiable in monetary terms to the extent possible.
21.	Voluntary revision of financial statements or the report of the board of directors of the listed entity under section 131 of the Companies Act, 2013	

Annexure B

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

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	<p>The Company shall notify the Stock Exchanges regarding operations/ commercial the commencement of commercial production in a new unit/location whether in India or outside India.</p> <p>In cases where the Company has made prior intimation of date of commencement of operations, the Company shall be required to disclose details in case of postponement of the date of commencement.</p>
2	<p>Any of the following events pertaining to the listed entity:</p> <p>a. arrangements for strategic, technical, manufacturing, or marketing tie-up; or</p> <p>b. adoption of new line(s) of business; or</p> <p>c. closure of operation of any unit, division or subsidiary (in entirety or in piecemeal).</p>	<p>Arrangements for strategic, technical, or marketing tie-up:</p> <p>a. Agreement / joint venture (JV) with companies:</p> <ol style="list-style-type: none"> 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. <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; b. expected benefits; c. estimated amount to be invested.</p> <p>Closure of operations of any unit/division - (entirety or piecemeal):</p> <p>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.</p>
3	Capacity addition or product launch	<p>Capacity addition:</p> <p>a. existing capacity; b. existing capacity utilization; c. proposed capacity addition; d. period within which the proposed capacity is to be added; e. investment required; f. mode of financing; g. rationale.</p> <p>Product launch:</p> <p>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).</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; 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> <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 “arm’s length”.</p> <p>Bagging/Receiving of orders/contracts:</p> <p>Only important terms and conditions which may be as under needs to be disclosed subject to the restrictive covenants in the Agreements with the Customers:</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>e. whether domestic or international;</p> <p>f. time period by which the order(s)/contract(s) is to be executed;</p> <p>g. broad consideration or size of the order(s) / contract(s);</p> <p>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;</p> <p>i. whether the order(s)/contract(s) would fall within related party transactions? If yes, whether the same is done at “arm’s 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>
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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> <ol style="list-style-type: none"> 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, Company shall disclose additional details to the Stock Exchanges: <ol 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.
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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.	<p>At the time of occurrence:</p> <ul style="list-style-type: none"> 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. <p>Regularly, till complete normalcy is restored:</p> <ul style="list-style-type: none"> a) insurance amount claimed and realized 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	Pendency of any litigation(s) or dispute(s) or the outcome thereof which may have an impact on the listed entity	<p>The Company shall notify the Stock Exchanges 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.</p> <p>At the time of becoming the party:</p> <ul style="list-style-type: none"> 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; <p>Regularly till the litigation is concluded or dispute is resolved:</p> <ul style="list-style-type: none"> a. the details of any change in the status and / or any

		<p>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.	Frauds or defaults by employees of the listed entity which has or may have an impact on the listed entity	<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> <p>d. person(s) involved;</p> <p>e. estimated amount involved (if any);</p> <p>f. whether such fraud has been reported to appropriate authorities.</p> <p>Subsequently intimate the Stock Exchange further details regarding the fraud/ default 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;</p> <p>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;</p> <p>b) whether the scheme is in terms of SEBI (SBEB) Regulations, 2014 (if applicable);</p> <p>c) total number of shares covered by these options;</p> <p>d) pricing formula;</p> <p>e) options vested;</p> <p>f) time within which option may be exercised;</p> <p>g) options exercised;</p> <p>h) money realized by exercise of options;</p> <p>i) the total number of shares arising as a result of exercise of option;</p>

		<ul style="list-style-type: none"> 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, by whatever named called for any third party	<ul style="list-style-type: none"> 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 "arm's 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	<ul style="list-style-type: none"> 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 license/ 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 Exchanges, 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.
13.	Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority	-