POLICY FOR DETERMINATION AND DISCLOSURE OF MATERIAL EVENTS OR INFORMATION

Under Regulation 30 (4) (ii) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

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Agreed by Audit Committee (Chairman of the Committee)		**Approved by the Board** (Chairman of the Board)

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1. ABBREVIATIONS

1.	Applicable laws	The Companies Act, 2013 and Rules made thereunder, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time and such other applicable Acts, Rules or Regulations.
2.	Board	Board of Directors of Goodyear India Limited
3.	SEBI	Securities and Exchange Board of India
4.	SEBI (LODR) 2015	Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015, as amended from time to time
5.	the Policy	Policy for determination and disclosure of material events or information
6.	the Company	Goodyear India Limited
7.	the Act	The Companies Act, 2013 including Rules made thereunder, as amended from time to time
8.	Mainstream Media	Mainstream Media shall include print or electronic mode of the following: a. Newspapers registered with the Registrar of Newspapers for India; b. News channels permitted by Ministry of Information and Broadcasting under Government of India c. Content published by the publisher of news and current affairs content as defined under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 d. Newspapers or news channels or news and current affairs content similarly registered or permitted or regulated, as the case may be, in jurisdictions outside India;

2. INTRODUCTION

2.1. The Company is a Public Limited Company whose equity shares are listed on BSE Limited and is subject to the rules and regulations issued under the Act and by the SEBI.

2.2. The Policy is pursuant to the Regulation 30(4)(ii) of the SEBI (LODR) 2015 which mandates the Company to frame a policy to determine materiality of events that need to be disclosed to the Stock Exchanges.

2.3. As a result, the Board of Directors of the Company has adopted the Policy in compliance with the abovementioned Regulations including formulation of a Policy to determine the materiality of certain events and in order that such material events and information are disclosed to the Stock Exchanges in a timely manner.

3. OBJECTIVE

3.1. The Company being a Listed Entity is obligated to comply with the disclosure requirements under the SEBI (LODR) 2015 and all the stakeholders of the Company have equal right to access information that may affect their investment decisions and believes that full and fair disclosure of material information to the public is the keystone.

3.2. In view of the above, the broad objectives of this Policy are as follows:

(i) Identification of the material events or information of the Company.
(ii) Timely and adequate disclosure of the identified material events or information to the Stock Exchange, public and on the website.
(iii) Assistance to relevant employees of the Company in identifying any potential material event or information and reporting the same to the authorized officers (as mentioned in point 4 below).

4. AUTHORIZATION FOR DETERMINATION OF MATERIALITY

The Board of Directors of the Company shall authorize the Key Managerial Personnel ("the authorised officers") to determine materiality and to make necessary communication to the Stock Exchange. The contact details of such authorised officer shall be disclosed to the stock exchange(s) and as well as on the company's website.

5. CRITERIA FOR DETERMINING MATERIAL EVENTS OR INFORMATION

5.1. The authorized officers shall consider the following criteria to determine materiality of events or information which is in consonance with Regulation 30 of the SEBI (LODR) 2015:

a) The omission of an event or information which is likely to result in discontinuity or alteration of event or information already available publicly.

Explanation: The information already available publicly means events/ information that is accessible to the public on a non-discriminatory basis. Information published on the website of a stock exchange and/ or the Company, would ordinarily be considered available publicly.

b) The omission of an event or information which is likely to result in significant market reaction if the said omission came to light at a later date.

Explanation: Significant market reaction will include impact (both positive and negative) on share price of the company when a non-publically available information becomes available in the public domain.

c) the omission of an event or information, whose value or the expected impact in terms of value, exceeds the lower of the following:

(i) 2% of turnover, as per the last audited consolidated financial statements of the Company;
(ii) 2% of net worth, as per the last audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative;
(iii) 5% of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company. *("materiality threshold'")*

Note: For considering the average of absolute value of profit or loss, the 'sign' (positive or negative) must be disregarded.

d) In case where the criteria specified in sub-clauses (a), (b) and (c) is not applicable, an event/information may be treated as being material if in the opinion of the Board of Directors of the Company, the event or information is considered material.

6. MATERIAL EVENTS OR INFORMATION

6.1. The following events or information will be considered as 'Material':

a) **Deemed Material Events or Information** - The list of events or information mentioned under Appendix A will be considered as deemed material events or information and shall be disclosed without any application of the criteria mentioned in Clause 5 above.

b) **Identified Material Events or Information** - The list of events or information mentioned under Appendix B will be considered material on application of the criteria mentioned in the Clause 5 of this Policy, as determined or decided by the KMP.

c) [1]The Company shall, confirm or deny any reported event or information to the Stock Exchange. Reported event or information here means any reported event or information in the mainstream media which is not general in nature and which indicates that rumours of an impending specific material event or information, in terms of this policy, are circulating amongst the investing public as soon as reasonably possible and not later than the timelines prescribed under Regulation 30 of SEBI (LODR 2015) along with the current stage of such event or information.

d) The Company shall also disclose material event or information pursuant to the receipt of a communication from any regulatory, statutory, enforcement or judicial authority, along with the relevant event or information, unless disclosure of such communication is prohibited by such authority

[1] *As and when notified by SEBI and made applicable to the Company*

e) Any other event or information viz. major development that is likely to affect business, e.g. emergence of new technologies, expiry of patents, any change of Accounting Policy or Standards that may have a significant impact on the accounts, etc. will be material event or information.

Any other information which is exclusively known to the Company which may be necessary to enable the shareholders of the Company to appraise its position and to avoid the establishment of a false market in such securities.

6.2. The Company shall release material developments on the above information till such time the event is resolved/closed, with relevant explanations.

6.3. In case of any difficulty while determining the materiality of the events or information, the criteria as mentioned in the Clause 5 above should be applied.

7. OCCURRENCE OF MATERIAL EVENT OR INFORMATION

7.1. All the material event or information is required to be disclosed to the Stock Exchange as soon as reasonably possible and in any case not later than the following:

(i) thirty minutes from the closure of the meeting of the board of directors in which the decision pertaining to the event or information has been taken

Provided that in case the meeting of the board of directors closes after normal trading hours of that day but more than three hours before the beginning of the normal trading hours of the next trading day, the listed entity shall disclose the decision pertaining to the event or information, within three hours from the closure of the board meeting.

Provided further that in case the meeting of the board of directors is being held for more than one day, the financial results shall be disclosed within thirty minutes or three hours, as applicable, from closure of such meeting for the day on which it has been considered.

(ii) twelve hours from the occurrence of the event or information, in case the event or information is emanating from within the Company;

(iii) twenty four hours from the occurrence of the event or information, in case the event or information is not emanating from within the Company.

Provided that if all the relevant information, in respect of claims which are made against the Company under any litigation or dispute, other than tax litigation or dispute, in terms of sub-paragraph 8 of paragraph B of Part A of Schedule III of the SEBI (LODR) 2015, is maintained in the structured digital database of the Company in terms of provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the disclosure with respect to such claims shall be made to the stock exchange(s) within seventy-two hours of receipt of the notice by the Company.

Explanation: Normal trading hours shall mean time period for which the recognized stock exchanges are open for trading for all investors.

(iv) The timeline for making disclosure under Regulation 30A of the SEBI (LODR) 2015 is given below:

Reg. 30A(1): the parties to the agreements shall inform the Company about the agreement to which the Company is not a party within two working days of entering into the agreement or signing an agreement to enter into such agreements.

7.2 The occurrence of the event or information would depend upon the following:

(i) The stage of discussion, negotiation or approval of the event or information. In this case, the events or information can be said to have occurred upon receipt of approval of Board of Directors e.g. further issue of capital by rights issuance and in certain events or 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, disclosure shall be made on receipt of approval of Board of Directors pending Shareholder's approval.

In case in-principle approval or approval to explore (which is not final approval) is given by the Board of Directors, the same shall not require disclosure under regulation 30 of the LODR Regulations

(ii) Where there is no such discussion, negotiation or approval required viz. in case of natural calamities, disruptions etc., and the answer to the above question would depend upon the timing when the Company became aware of the event or information. In this case, the events or information can be said to have occurred when the Company becomes aware of the events or information, or as soon as, an officer of the entity has, or ought to have reasonably come into possession of such information in the course of performance of his duties.

For the purpose of this Clause, the term "Officer" shall have the same meaning as defined under Section 2(59) of the Companies Act, 2013.

8. MAINTAINING CONFIDENTIALITY OF MATERIAL EVENTS / INFORMATION

8.1 Any employee who has access or is provided access to any material event/information shall ensure confidentiality of such information and shall adhere to the codes and policies drafted by the Company w.r.t. Insider Trading.

8.2 Any person in receipt of unpublished price sensitive information (UPSI) pursuant to a "legitimate purpose" shall be considered an "insider" for purposes of SEBI (Prohibition of Insider Trading) Regulations, 2015, and such persons are also required to ensure the confidentiality of UPSI shared with them, in compliance with SEBI (Prohibition of Insider Trading) Regulations, 2015

8.3 A structured digital database shall be maintained containing the names of such persons or entities as the case may be with whom information is shared for legitimate purposes

9. DISSEMINATION OF ANY OCCURRED MATERIAL EVENT OR INFORMATION

9.1 The procedure for dissemination of any occurred material event or information will be as follows:

(i) The Company Secretary shall be the authorized official to make all the disclosures, covered under this Policy, to the Stock Exchanges.

(ii) The details of the material events or information shall first be disclosed to the Stock Exchange(s) as soon as reasonably possible and in any case not later than the timeline(s) specified in Clause 7.1 of this policy:

(iii) The events for which timelines have been specified specifically shall be made within such timelines.

(iv) The disclosure with respect to events specified in Appendix- A of the policy shall be made within such timelines as specified by SEBI from time to time.

(v) The details of the material events or information with regard to the events mentioned under Clause 4 of Appendix A, where disclosure is required to be made in the outcome of meetings of the board of directors, in such case, the intimation of outcome of meeting of the Board of Directors shall also contain the time of commencement and conclusion of the meeting.

(vi) The events mentioned under Appendix B, if identified to be material as per the Clause 5 of the Policy and have occurred as per Clause 6 of the Policy, shall be promptly informed to the Stock Exchanges. The expression 'promptly inform' shall imply that the Stock Exchange must be informed as soon as practically possible and without any delay and that the information shall be given first to the Stock Exchange(s) before providing the same to any third party.

(vii) The Company shall, with respect to disclosures made as per this policy, make disclosures updating material developments on a regular basis, till such time the event is resolved/closed, with relevant explanations.

(viii) In case the disclosure is made after the above specified time period, the Company shall provide explanation for the delay along with the disclosure(s) made to the Stock Exchanges.

(ix) The Company shall provide specific and adequate reply / clarification to all the queries raised by the Stock Exchanges with respect to any event or information, whether material or immaterial, as soon as reasonably practicable.

(x) In case where an event occurs or an information is available with the listed entity, which has not been indicated in Para A or B of Part A of Schedule III, but which may have material effect on it, the Company shall make adequate disclosures in regard thereof.

10. DISPLAY AND DISCLOSURES

10.1 The disclosures made to the Stock Exchanges shall also be hosted on the website of the Company for a minimum period of 5 years and thereafter shall be archived as per the 'Policy on preservation and archival of documents' of the Company.

10.2 This Policy shall also be uploaded on the website of the Company at https://www.goodyear.co.in/investor-relations.

11. POLICY REVIEW AND AMENDMENT

This Policy may be reviewed or amended by the Board, from time to time or as may deemed necessary. The Policy shall stand revised/ amended on account of any change in the Acts and/ or Regulations.

12. DISCLAIMER

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

The Company shall disclose the following details for the events that are deemed to be material without any application of the guidelines for materiality as specified in Para A of Part A of Schedule III of SEBI (LODR) 2015. (The Events or Information in this Annexure are mentioned **'in Bold'.)**

1. **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 Company, sale of stake in associate company 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 "arm's length";
   (c) Industry to which the entity being acquired belongs;
   (d) objects and impact 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) Consideration - whether cash consideration or share swap and details of the same;
   (h) Cost of acquisition and/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:

   1. the word 'acquisition' shall mean:

      (i) acquiring control, whether directly or indirectly; or

      (ii) acquiring or agreement to acquire shares or voting rights in a company, whether existing or to be incorporated, whether directly or indirectly, such that

         (a) the Company holds shares or voting rights aggregating to twenty per cent or more of the shares or voting rights in the said company; or

         (b) there has been a change in holding from the last disclosure made under sub clause (a) above and such change exceeds five per cent of the total shareholding or voting rights in the said company; or

         (c) the cost of acquisition or the price at which the shares are acquired exceeds the provided threshold specified in sub clause (c) of clause 5 of the Policy.

         "Provided that acquisition of shares or voting rights aggregating to five percent or more of the shares or voting rights in an unlisted company and any change in holding from the last disclosure made under this proviso exceeding two per cent of the total shareholding or voting rights in the said unlisted company shall be disclosed on a quarterly basis in the format as may be specified."

   2. For the purpose of the above disclosures the term "'undertaking" and "substantially the whole of the undertaking" shall have the same meaning as given under section 180 of the Companies Act, 2013.

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), whole or substantially the whole of the undertaking(s) or subsidiary of the Company, sale of stake in the associate company of the listed entity:

(a) the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division or undertaking or subsidiary or associate company, if any of the Company during the last financial year;
(b) Date on which the agreement for sale has been entered into;
(c) 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 "arm's length";
(g) whether the sale, lease or disposal of the undertaking is outside Scheme of Arrangement? If yes, details of the same including compliance with regulation 37A of SEBI (LODR) 2015;
(h) 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.

Explanation:

1. The word "sale or disposal of subsidiary" and "sale of stake in associate company" shall include:

   (i) an agreement to sell or sale of shares or voting rights in a company such that the company ceases to be a wholly owned subsidiary, a subsidiary or an associate company of the Company; or
   (ii) 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 5 of the Policy

2. "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) 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 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 capitalization 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 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 USO 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 preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures;

(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 - 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.

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. New ratings(s) or 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 mobilization 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.

The above requirement to disclose rating shall also be applicable to the following:

(a) Revision in rating even if it was not requested for by the Company or the request was later withdrawn by the Company.
(b) Revision in rating outlook even without revision in rating score.
(c) ESG ratings by registered ESG Rating Providers.

4. **Outcome of meetings of the Board of Directors:** The Company shall intimate to the Exchange(s), the outcome of meetings of the board of Directors held to consider or decide the following:

   (a) Dividends recommended or declared or the decision to pass any dividend and the date on which dividend shall be paid/dispatched;
   (b) Any cancellation of dividend with reasons thereof;

   (c) Decision on buyback of securities;
   (d) Decision with respect to fund raising including by way of issue of securities (excluding security receipts, securitized debt instruments or money market instruments regulated by the Reserve Bank of India), through further public offer, rights issue, American Depository Receipts/ Global Depository Receipts/ Foreign Currency Convertible Bonds, qualified institutions placement, debt issue, preferential issue or any other method.
   (e) Increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares would be credited/dispatched;
   (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;
   (g) Short particulars of any other alterations of capital, including calls;
   (h) Financial results;
   (i) 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:**

   (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, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
   (e) Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
   (f) Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";
   (g) In case of issuance of shares to the parties, details of issue price, class of shares issued;
   (h) Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of such agreements, etc;
   (i) In case of termination or amendment of agreement, 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.

5A. **Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the Company or of its holding, subsidiary or associate company, if any, among themselves or with the Company or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements.**

   Further, such agreements entered into by the Company in the normal course of business shall not be required to be disclosed unless they, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or they are required to be disclosed in

terms of any other provisions of these regulations:

(a) if the Company is a party to the agreement:

(i) details of the counterparties (including name and relationship with the Company);

(b) if the Company is not a party to the agreement:

(i) name of the party entering into such an agreement and the relationship with the Company;
(ii) details of the counterparties to the agreement (including name and relationship with the Company;
(iii) date of entering into the agreement;

(c) purpose of entering into the agreement;
(d) shareholding, if any, in the entity with whom the agreement is executed;
(e) significant terms of the agreement (in brief);
(f) extent and the nature of impact on management or control of the Company;
(g) details and quantification of the restriction or liability imposed upon the Company;
(h) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
(i) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";
0) in case of issuance of shares to the parties, details of issue price, class of shares issued;
(k) 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.;
(l) in case of rescission, amendment or alteration, Company shall disclose additional details to the stock exchanges:

(i) name of parties to the agreement;
(ii) nature of the agreement;
(iii) date of execution of the agreement;
(iv) details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);
(v) reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier

Explanation: For the purpose of this clause, the term "directly or indirectly" includes agreements creating obligation on the parties to such agreements to ensure that the Company shall or shall not act in a particular manner.

6. Fraud or defaults by a Company, 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:

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.

Explanation:

1. For the purpose of this sub-paragraph:

(a) '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.

(b) 'Default' shall mean non-payment of the interest or principal amount in full on the date when the debt has become due and payable.

2. In case of revolving facilities like cash credit, the Company would be considered to be in 'default' if the outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for more than thirty days.

3. Default by a promoter, director, key managerial personnel, senior management, subsidiary shall mean default which has or may have an impact on the Company.

4. Fraud by senior management, other than who is promoter, director or key managerial personnel, shall be required to be disclosed only if it is in relation to the Company.

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

(a) Reason for change viz. appointment/ re-appointment, resignation, removal, death or otherwise;
(b) Date of appointment/cessation (as applicable) & term of appointment/ re-appointment;
(c) Brief profile (in case of appointment);
(d) Disclosure of relationships between directors (in case of appointment of a director).

7A. 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.

78. Resignation of Independent Director including reason of resignation:

In case of resignation of an independent director of the Company, within seven days from the date of resignation, the following disclosures shall be made to the stock exchanges by the Company

(a) The letter of resignation along with] detailed reasons for the resignation as given by the said director.

(ia) Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any.

(b) The independent director shall, along with the detailed reasons, also provide a confirmation that there is no other material reasons other than those provided.

(c) 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 (a) and (b) above.

7C. Resignation of key managerial personnel, senior management, Compliance Officer or director other than an independent director

In case of resignation of key managerial personnel, senior management, Compliance Officer or director other than an independent director of the Company, within seven days from the date of resignation, the following disclosures shall be made to the stock exchanges by the Company

(a) Name of the Independent director who has resigned
(b) Letter of resignation along with detailed reasons of resignation given by the key managerial personnel, senior management, Compliance Officer or director other than an independent director

7D. In case the Managing Director or Chief Executive Officer of the Company was indisposed or unavailable to fulfil the requirements of the role in a regular manner for more than forty five 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 exchanges.

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

   (a) Reason for appointment or discontinuation;
   (b) Date on which above would become effective.

9. **Resolution plan/ Restructuring in relation to loans/borrowings from banks/financial institutions including the following details:**

   (a) Decision to initiate resolution of loans/borrowings;
   (b) Signing of Inter-Creditors Agreement (ICA) by lenders;
   (c) Finalization of Resolution Plan;
   (d) Implementation of Resolution Plan;
   (e) Salient features, not involving commercial secrets, of the resolution/ restructuring plan as decided by lenders.

10. **One time settlement (OTS) with a Bank:**

    (a) Reasons for opting for OTS;
    (b) Brief summary of the OTS.

11. **Winding-up petition filed by any party / creditors:**

    (a) Reasons for such a reference/petition;
    (b) 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:**

    (a) Date of notice/call letters/resolutions etc.;
    (b) 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:**

    (a) Date of the meeting;
    (b) Brief details of items deliberated and results thereof;
    (c) Manner of approval proposed for certain items (e-voting etc.).

14. **Amendments to memorandum and articles of association of Company, in brief.**

15. **(a)**

    (i) **Schedule of analysts or institutional investors meet, if any** at least two working days in advance (excluding the date of the intimation and the date of the meet)

    Presentations, if any, prepared by the Company for analysts or institutional investors meet, post earnings or quarterly calls shall be disclosed to the recognized stock exchanges prior to beginning of such events.

Explanation I: For the purpose of this clause 'meet' shall mean group meetings or group conference calls conducted physically or through digital means.

Explanation II: Disclosure of names in the schedule of analysts or institutional investors meet shall be optional for the listed entity.

(b) Audio or video recordings and transcripts of post earnings/quarterly calls, by whatever name called, conducted physically or through digital means, in the following manner:

(i) the audio recordings shall be promptly made available on the website and in any case, before the next trading day or within twenty-four hours from the conclusion of such calls, whichever is earlier;

(ii) the video recordings, if any, shall be made available on the website within forty-eight hours from the conclusion of such calls;

(iii) the transcripts of such calls shall be made available on the website along with simultaneous submission to recognized stock exchanges within five working days of the conclusion of such calls.

16. **The following events in relation to the corporate insolvency resolution process (CIRP) of a listed corporate debtor under the Insolvency Code:**

(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;
(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:

(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 personnel, if any and their past experience in the business or employment. In case where promoters are companies, history of such company and names of natural persons in control;
(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), the following disclosures shall be made to the stock exchanges by the Company:

(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

Explanation –For the purpose of this clause, forensic audit refers to the audits, by whatever name called, which are initiated with the objective of detecting any mis-statement in financial statements, mis-appropriation, siphoning or diversion of funds and does not include audit of matters such as product quality control practices, manufacturing practices, recruitment practices, supply chain process including procurement or other similar matters that would not require any revision to the financial statements disclosed by the Listed Entity.

18. **Announcement or communication through social media intermediaries or mainstream media** by directors, promoters, key managerial personnel or senior management of the Company, in relation to any event or information which is material for the Company in terms of Regulation 30 of SEBI (LODR) 2015 and is not already made available in the public domain by the Company.

    Explanation: "social media intermediaries" shall have the same meaning as defined under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

19. **Action(s) initiated or orders passed by any regulatory, statutory, enforcement authority or judicial body** against the Company or its Directors, Key Managerial Personnel, Senior Management, Promoter or Subsidiary, in relation to the Company, in respect of the following:

    (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:

        (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 Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company, in respect of the following:**

    (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) taken or orders passed:

    (i) name of the authority;
    (ii) nature and details of the action(s) taken, 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.

    Explanation –Imposition of fine or penalty shall be disclosed in the following manner along with the details pertaining to the action(s) taken or orders passed as mentioned in this clause:

    i. disclosure of fine or penalty of rupees one lakh or more imposed by sectoral regulator or enforcement agency and fine or penalty of rupees ten lakhs or more imposed by other authority or judicial body shall be disclosed within twenty four hours.

ii. disclosure of fine or penalty imposed which are lower than the monetary thresholds specified in the clause (i) above on a quarterly basis.

21. Voluntary revision of financial statements or the report of the board of directors of the Company under section 131 of the Companies Act, 2013

The Company will disclose the following details for the events or information on which the Company may apply materiality in terms of Para B of Part A of Schedule III of SEBI (LODR) 2015. (The Events or Information in this Annexure are mentioned **'in Bold'.)**

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 issue a clarification in case of any postponement of the date of commencement.

2. Any of the following events pertaining to the:

   (a) arrangements for strategic, technical, manufacturing, or marketing tie-up; or
   (b) adoption of new line(s) of business; or
   (c) closure of operation of any unit, division or subsidiary (in entirety or in piecemeal)

   2.1 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 or subsidiary - {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 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.

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) 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/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders/by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;
   0) 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 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 realized by the Company for the loss/damage;
   (b) 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) / dispute(s) / or outcome thereof which may have on impact on the Company:** The Company shall notify the stock exchange(s) upon it or its Directors or its key management personnel or its senior management or its promoter or its subsidiary becomes 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. In case the amount involved in ongoing litigations or disputes with an opposing party become material on a cumulative basis, then the same shall also be required to be disclosed to the stock exchanges.

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) 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 Company.

9. Frauds/ defaults by employees having impact on 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 ESOP/ESPS Scheme:

(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;
U) 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 name called) 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 "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 Company.

The above details for giving of guarantees or indemnity or becoming a surety, by whatever name called, including comfort letter, side letter, etc., shall also be required to be disclosed in case the amount involved in terms of outstanding guarantees, indemnity or surety for a third party become material on a cumulative basis.

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.

13. Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority

(a) name of the authority;
(b) details of fines, penalties, dues, etc. including amount;
(c) due date of payment;
(d) reasons for delay or default in payment;
(e) impact on financial, operation or other activities of the Company, quantifiable in monetary terms to the extent possible.

In addition to the above, details of payment including date of payment and amount paid shall be disclosed upon payment of the fines, penalties, dues, etc.