



## **POLICY FOR DETERMINATION AND DISCLOSURE OF MATERIAL EVENTS OR INFORMATION**

*This document sets out the basic understanding for determining the materiality of events or information for the purpose of timely and adequate disclosure to the Stock Exchanges*

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

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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

## 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 and also to formulate 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.

## 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.

## 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. 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. Significant market reaction will include impact (both positive and negative) on share price of the company when a non-publicly available information becomes available in the public domain.
- c) In case where the criteria specified in sub-clauses (a) and (b) are not applicable, an event/information may be treated as being material if in the opinion of the Board of Directors or Group, 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) 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.

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. The event or information is required to be disclosed to the Stock Exchange on its occurrence. 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.
- (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.

7.2. 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. DISSEMINATION OF ANY OCCURRED MATERIAL EVENT OR INFORMATION

8.1. 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 as provided under Appendix A is to be disclosed to the Stock Exchange as soon as reasonably possible within 24 hours of its occurrence except in case of events listed under Clause 4 of Appendix A, where the disclosure is required to be made within 30 minutes of the closure of the Board Meeting.
- (iii) With regard to the events mentioned under Clause 4 of Appendix A, where disclosure is required to be made within 30 minutes of the closure of the Board Meeting, 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.
- (iv) The events mentioned under Appendix B, if identified to be material as per the Clause 6 of the Policy and have occurred as per Clause 7 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.
- (v) 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.
- (vi) 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.

## **9. DISPLAY AND DISCLOSURES**

- 9.1. The disclosures made to the Stock Exchanges shall also be hosted on the website of the Company for a period of 5 years and thereafter shall be archived as per the 'Policy on preservation and archival of documents' of the Company.
- 9.2. This Policy shall also be uploaded on the website of the Company at <https://www.goodyear.co.in/about-us/investor-relations>.

## **10. 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.

## **11. 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 will disclose the following details for the events that are deemed to be material as specified in Para A of Part A of Schedule III of SEBI (LODR) 2015.

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

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

- a. Name of the target entity, details in brief such as size, turnover etc.;
- b. Whether the acquisition would fall within related party transaction(s)? If yes, whether the same is done at “arm’s length”;
- c. Industry to which the entity being acquired belongs;
- d. Objects and effects of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the Company);
- e. Brief details of any governmental or regulatory approvals required for the acquisition;
- f. Indicative time period for completion of the acquisition;
- g. Nature of consideration - whether cash consideration or share swap and details of the same;
- h. Cost of acquisition or the price at which the shares are acquired;
- i. Percentage of shareholding / control acquired and / or number of shares acquired;
- j. Brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief);

[Explanation: For the purpose of the above disclosures the term ‘acquisition’ shall have the same meaning as defined in explanation of sub-para (1) of Para (A) of Part (A) of Schedule III of SEBI (LODR) 2015].

**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;  
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;  
Whether listing would be sought for the resulting entity

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

- a. Amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division of the Company during the last financial year;
- b. Date on which the agreement for sale has been entered into;
- c. 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”;  
Additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the Company with respect to such slump sale

For the purpose of this sub-clause, "slump sale" shall mean the transfer of one or more undertakings, as a result of the sale for a lump sum consideration, without values being assigned to the individual assets and liabilities in such sales.

**1.5. Other Restructuring:**

- a. Details and reasons for restructuring;
- b. Quantitative and/ or qualitative effect of restructuring;
- c. Details of benefit, if any, to the promoter/promoter group/group companies from such proposed restructuring;  
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 listed entity 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 /
  - 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 USD and in INR after considering conversion rate);
  - v. Change in terms of FCCBs, if any;
  - vi. Details of defaults, if any, by the Company in payment of coupon on FCCBs & subsequent updates in relation to the default, including the details of the corrective measures undertaken (if any);
- g. In case of issuance of debt securities or other non-convertible securities the Company shall disclose following additional details to the stock exchange(s):
  - i. Size of the issue;
  - ii. Whether proposed to be listed? If yes, name of the stock exchange(s);
  - iii. Tenure of the instrument - date of allotment and date of maturity;
  - iv. Coupon/interest offered, schedule of payment of coupon/interest and principal;
  - v. Charge/security, if any, created over the assets;
  - vi. Special right/interest/privileges attached to the instrument and changes thereof;
  - vii. Delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal;
  - viii. Details of any letter or comments regarding payment/non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets along with its comments thereon, if any;

- ix. Details of redemption of 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 alteration in terms or structure of existing securities including forfeiture, reissue of forfeited securities, alteration of calls, redemption of securities etc.**

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

The Company shall notify the stock exchange(s), the details of any new rating or revision in rating assigned from a credit rating agency to any debt instrument of the Company or to any fixed deposit programme or to any scheme or proposal of the Company involving 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.

**4. Outcome of meetings of the Board of Directors:** The Company shall intimate to the Exchange(s), within 30 minutes of the closure of the meeting, held to consider or decide the following:

- 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;
- b. Any cancellation of dividend with reasons thereof;
- c. Decision on buyback of securities;
- d. Decision with respect to fund raising proposed to be undertaken;
- 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.

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.



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):
    - a. name of parties to the agreement;
    - b. nature of the agreement;
    - c. date of execution of the agreement;
    - d. details of amendment and impact thereof or reasons of termination and impact thereof.
  
6. **Fraud/ Defaults by promoter or key managerial personnel or by the Company or arrest of key managerial personnel or promoter:**
  - 6.1. **At the time of unearthing of fraud or occurrence of the default / arrest:**
    - a. Nature of fraud/default/arrest;
    - b. Estimated impact on the Company;
    - c. Time of occurrence;
    - d. Person(s) involved;
    - e. Estimated amount involved (if any);
    - f. Whether such fraud/default/arrest has been reported to appropriate authorities.
  
  - 6.2. **Subsequently intimate the stock exchange(s) further details regarding the fraud/default/arrest including:**
    - a. Actual amount involved in the fraud /default (if any);
    - b. Actual impact of such fraud /default on the Company and its financials; and
    - c. Corrective measures taken by the Company on account of such fraud/default.
  
7. **Change in directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), Auditor and Compliance Officer:**
  - 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).
  
- 7A. **Resignation of the Auditor:**
  - a. Name of the Auditor(s);
  - b. Detailed reasons of resignation, as given by the Auditor(s) in the resignation letter;
  - c. Disclosure of such resignation to the Stock Exchange by the Company.
  
- 7B. **Resignation of Independent Director**

Name of the Independent director who has resigned  
Letter of resignation along with detailed reasons of resignation given by the Independent Director

  - a. Confirmation from Independent Director that there is no other material reasons of resignation other than those provided.
  - b. Company shall make a disclosure of such resignation along with confirmation of Independent Director to Stock Exchange

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

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

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

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

- a. Whether CDR is voluntary and reasons for opting or referred by lenders/creditors;
- b. Details of the loan to be subjected to restructuring under CDR;
- c. Brief details of the CDR proposal (if any);
- d. Following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme;
  - (i) Upon execution of any agreement in relation to the CDR proposal, disclose details such as date of execution, parties to the agreement and principal terms;
  - (ii) Details of final CDR package as approved by RBI and the lenders;
  - (iii) Lenders involved;
  - (iv) Brief summary of the CDR scheme including details of the securities, interest payment, repayment schedule, negative and other restrictive covenants.

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

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

**11. Reference to BIFR and 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. Schedule of analyst or institutional investor meet and presentations on financial results made by the Company to analysts or institutional investors.**

- a) Schedule of analysts or institutional investors meet and presentations made by the listed entity to analysts or institutional investors. Explanation: For the purpose of this clause ‘meet’ shall mean group meetings or group conference calls conducted physically or through digital means.

(b) Audio or video recordings and transcripts of post earnings/quarterly calls, by whatever name called, conducted physically or through digital means, simultaneously with submission to the recognized stock exchange(s), in the following manner:

- (i) the presentation and the audio/video 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 transcripts of such calls shall be made available on the website 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) Salient features, not involving commercial secrets, of the resolution plan approved by the Tribunal, in such form as may be specified; Any other material information not involving commercial secrets
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 listed entities:
- 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 listed entity along with comments of the management, if any

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

**2.1 Arrangements for strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of business or closure of operations of any unit/ division (entirety or piecemeal):**

a. Agreement / joint venture (JV) with companies:

- i. Name of the entity(ies) with whom agreement/ JV is signed;
- ii. Area of agreement/JV;
- iii. Domestic/international;
- iv. Share exchange ratio / JV ratio;
- v. Scope of business operation of agreement / JV;
- vi. Details of consideration paid / received in agreement / JV;
- vii. Significant terms and conditions of agreement / JV in brief;
- viii. Whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arm's length;
- ix. Size of the entity(ies);
- x. Rationale and benefit expected.

- b. In the event that any such arrangement is called off for any reason, the same shall be disclosed along with the reasons for calling off the proposal.

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

- a. Industry or area to which the new line of business belongs to;
- b. Expected benefits;
- c. Estimated amount to be invested.

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

- a. Date of such binding agreement, if any, entered for sale of such unit/division, if any;
- b. Amount & percentage of turnover or revenue or income and net worth of the Company contributed by such unit or division during the last financial year;
- c. Date of closure or estimated time of closure;
- d. Reasons for closure.

**3. Capacity addition or product launch**

**3.1. Capacity addition:**

- a. Existing capacity;
- b. Existing capacity 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) as a borrower) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:**

- 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 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. Periodically, till complete normalcy is restored:**

- a. Insurance amount claimed and realized by the listed entity 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. Litigation(s) / dispute(s) / regulatory action(s) with impact:** The Company shall notify the stock exchange(s) upon it or its key management personnel or its promoter or ultimate person in control becoming party to any litigation, assessment, adjudication, arbitration or dispute in conciliation proceedings or upon institution of any litigation, assessment, adjudication, arbitration or dispute including any ad-interim or interim orders passed against or in favour of the Company, the outcome of which can reasonably be expected to have an impact.

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

- a. Brief details of litigation viz. Name(s) of the opposing party, court/ Tribunal/agency where litigation is filed, brief details of dispute/litigation;
- b. Expected financial implications, if any, due to compensation, penalty etc;
- c. Quantum of claims, if any

**8.2. Periodically 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 directors (other than key managerial personnel) or employees of the Company:**

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

- a. Nature of fraud/default/arrest;
- b. Estimated impact on the Company;
- c. Time of occurrence;
- d. Person(s) involved;
- e. Estimated amount involved (if any);
- f. Whether such fraud has been reported to appropriate authorities.

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

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

**10. Options to purchase securities (including any Share Based Employee Benefit (SBEB) Scheme):**

- a. Brief details of options granted;
- b. Whether the scheme is in terms of SEBI (SBEB) Regulations, 2014 (if applicable);
- c. Total number of shares covered by these options;
- d. Pricing formula;
- e. Options vested;
- f. Time within which option may be exercised;
- g. Options exercised;
- h. Money realized by exercise of options;

- i. The total number of shares arising as a result of exercise of option;
- j. Options lapsed;
- k. Variation of terms of options;
- l. Brief details of significant terms;
- m. Subsequent changes or cancellation or exercise of such options;
- n. Diluted earnings per share pursuant to issue of equity shares on exercise of options.

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

- a. Name of party for which such guarantees or indemnity or surety was given;
- b. Whether the promoter/ promoter group/ group companies have any interest in this transaction? If yes, nature of interest and details thereof and whether the same is done at "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.

**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.