

**CARE RATINGS LIMITED****POLICY ON DETERMINING MATERIALITY OF EVENTS FOR DISCLOSURE**

**[In terms of Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015]**

**1. OBJECTIVE**

CARE Ratings Limited ("**the Company**") is committed to being open and transparent with all stakeholders and disseminating information in a fair and timely manner. The Company's securities are listed on BSE Limited ("**BSE**") and National Stock Exchange of India Limited ("**NSE**") and the Company needs to comply with the continuous disclosure obligations imposed by the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Regulations**") and circulars issued thereunder from time to time. It is in this context that the Policy on Determining Materiality of Events for Disclosure ("**the Policy**"), as amended from time to time, is being framed and implemented.

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

**2. DEFINITIONS**

- 2.1 "**Act**" shall mean the Companies Act, 2013 and the rules framed thereunder, including any modifications, clarifications, circulars, or re-enactment thereof.
- 2.2 "**Board of Directors**" or "**Board**" means the Board of Directors of the Company, as constituted from time to time.
- 2.3 "**Key Managerial Personnel**" means key managerial personnel as defined in subsection (51) of section 2 of the Act.
- 2.4 "**Material Event**" or "**Material Information**" shall mean such event or information as set out in Schedule III of the Regulations or as may be determined in terms of Clauses 4 and 5 of the Policy. In the Policy, the words, "material" and "materiality" shall be construed accordingly.
- 2.5 "**Material Subsidiary**" shall mean any subsidiary company of the Company which is or has been determined as a material subsidiary as per the provisions of the Regulations.
- 2.6 "**Regulations**" mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any modifications, clarifications, circulars, or re-enactment thereof.
- 2.7 "**Stock Exchange(s)**" means BSE and NSE, where the equity shares of the Company are listed.

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

### 3. EVENTS WHICH ARE DEEMED TO BE MATERIAL EVENTS

The Company shall disclose all such events which are specified in Para A of Part A of Schedule III of the Regulations (as amended from time to time) without any application of the guidelines for materiality as specified in sub-regulation (2) of Regulation 30 of the Listing Regulations. List of such events is enclosed as **Annexure - A** to this Policy.

### 4. EVENTS WHICH ARE DEPENDENT ON APPLICATION OF GUIDELINES FOR MATERIALITY

The Company shall disclose all such material events specified in Para B of Part A of Schedule III of the Regulations subject to application of guidelines for materiality as stated in Clause 5 of this Policy. List of such events is enclosed as **Annexure - B** to this Policy.

### 5. GUIDELINES FOR DETERMINING MATERIALITY OF EVENTS OR INFORMATION

An event / information shall be considered as material if it meets any of the following criteria:

- (a) the omission of an event or information, which is likely to result in discontinuity or alteration of event or information already available publicly; or
- (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; or
- (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.
- (d) In case where the criteria specified in sub-clauses (a), (b) and (c) is not applicable, an event or 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. DISCLOSURES OF EVENTS OR INFORMATION

- (a) The Company shall make disclosure of all events or information arising out of Clauses 3, 4 and 5 of this Policy as soon as reasonably possible but not later than following timelines:

Nature of Information	Timelines for Disclosure
When the event or information is emanating from within the Company	12 hours from occurrence of such event or information
When the event or information is not emanating from within the Company	24 hours from occurrence of such event or information:

Nature of Information	Timelines for Disclosure
	<p>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 Regulations, 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.</p>
<p>When the event or information has arisen pursuant to a decision taken at the meeting of the Board of Directors of the Company</p>	<p>30 minutes from closure of the meeting of the Board of Directors in which the decision was taken:</p> <p>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 Company shall disclose the decision pertaining to the event or information, within three hours from the closure of the board meeting.</p> <p>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.</p>

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

- (b) The Company shall make above mentioned disclosure of event or information in the following manner:
- (i) inform the Stock Exchanges on which the securities of the Company are listed;

- (ii) upload on the corporate website of the Company.
- (c) The Company shall make disclosures updating material developments on a regular basis, till such time the event is resolved/closed, with relevant explanations.
- (d) The Company shall disclose all events or information with respect to its Material Subsidiaries.
- (e) The Company shall provide specific and adequate reply to all queries raised by Stock Exchange(s) with respect to any events or information and on its own initiative. Further, the Company may exercise its discretion from time to time to confirm or deny any reported event or information to Stock Exchanges.
- (f) In case where an event occurs or information is available with the Company, which has not been indicated in Annexure A or Annexure B hereto, but which may have material effect on it, the Company shall make adequate disclosures in regard thereof.
- (g) Any material event or information pursuant to the receipt of a communication from regulatory, statutory, enforcement or judicial authority, shall be disclosed by the Company as per the timelines stated above, along with the said communication, unless disclosure of such communication is prohibited by such authority.

All the above disclosures would be hosted on the website of the Company for a minimum period of five years and thereafter as per the archival policy of the Company, as disclosed on its website.

## **7. IDENTIFICATION OF POTENTIAL MATERIAL EVENTS**

Any event or information, including the information forming part of Annexure A and Annexure B to this Policy shall be forthwith informed to the Key Managerial Personnels ("**KMPs**") upon occurrence, with adequate supporting data/information, to facilitate prompt and appropriate disclosure to the Stock Exchanges.

The Company has in place an internal framework ("Materiality Event - Standard Operating Procedure") that assists the relevant employees of the Company in identifying any potential Material Event or Information and reporting the same to the authorized KMPs, for determining the materiality of the said event or information and for making the necessary disclosures to the Stock Exchange.

## **8. AUTHORITY TO KEY MANAGERIAL PERSONNEL**

Any two of the following KMPs shall jointly have the authority to determine materiality of any event or information and to ensure that disclosures of the same are made to Stock Exchange(s), subject to the provisions of the Policy.

- (a) Managing Director & Group CEO,
- (b) Company Secretary & Compliance Officer,
- (c) Chief Financial Officer.

Details of the above KMPs shall be disclosed to the Stock Exchange(s) and also on the Company's website.

The KMPs shall have the following powers and responsibilities for determining the materiality of events or information:

- (a) To review and assess an event or information that may qualify as 'material' and may require disclosure, on the basis of the facts and circumstances prevailing at a given point in time.
- (b) To determine the appropriate time at which the disclosures are to be made to the Stock Exchanges based on the assessment of actual time of occurrence of an event /information or on the receipt of the actual information by the KMPs.
- (c) To consider such other events or information, which are not explicitly defined, that may require a disclosure to be made to the Stock Exchanges.
- (d) To seek appropriate counsel or guidance, as and when necessary, from other internal and external stakeholders as deemed fit.

## **9. ASCERTAINING THE TIMING OF AN EVENT OR INFORMATION**

The Company will follow below parameters while ascertaining the timing of disclosure for an event or information that is material.

- The stage to which the event or information pertains i.e. stage of discussion, negotiation or approval;
- Whether the event or information is final and binding;
- In case the event or information is emanating/has emanated from outside the Company, the time when the Company became aware of the said event or information.

## **10. PROVIDING INFORMATION TO THE COMPANY**

Where any of the shareholder, related party, director, KMP or employee of the Company or of its holding, subsidiary or associate company, enters into such agreement, where the Company is not a party, 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, then such individual/entity will provide details of such agreement to the Company within two working days of entering into such agreement or signing an agreement to enter into such agreement.

## **11. AMENDMENTS**

The Board may subject to the applicable laws, amend any provision(s) or substitute any of the provision(s) with the new provision(s) or replace the Policy entirely with a new policy. However, no such amendment or modification shall be inconsistent with the applicable provisions of any law for the time being in force. Any amendment or modification in the applicable provisions shall prevail over this policy. The Amended policy shall be applicable with effect from January 30, 2025.

The List of Events stated in Annexure A and Annexure B, as it stands today maybe updated, from time to time, to reflect any changes to the SEBI Regulations / circulars and the updated versions be issued and published as necessary, by the authorized KMPs, without any requirement for approval from the Board of Directors.

**12. SCOPE AND LIMITATIONS**

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

**13. CONFIDENTIALITY**

Persons involved in the process of making disclosure(s) of material event(s) or information to the Stock Exchanges or those who are required to handle disclosure(s) under this Policy, shall ensure that confidentiality of such event(s) or information is maintained.

**14. DISSEMINATION OF POLICY**

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

**ANNEXURE – A**

- (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.

**Explanation (1)** - For the purpose of this sub-paragraph, the word 'acquisition' shall mean-

- (a) acquiring control, whether directly or indirectly; or
- (b) acquiring or agreement to acquire shares or voting rights in a company, whether existing or to be incorporated, whether directly or indirectly, such that –
  - (i) 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
  - (ii) there has been a change in holding from the last disclosure made under sub clause (a) of clause (ii) of the Explanation to this sub-paragraph and such change exceeds five per cent of the total shareholding or voting rights in the said company; or
  - (iii) the cost of acquisition or the price at which the shares are acquired exceeds the threshold specified in sub-clause (c) of clause (i) of sub-regulation (4) of Regulation 30.

*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.*

**Explanation (2)** - For the purpose of this sub-paragraph, “sale or disposal of subsidiary” and “sale of stake in associate company” shall include -

- (a) an agreement to sell or sale of shares or voting rights in a company such that the company ceases to be a wholly owned subsidiary, a subsidiary or an associate company of the Company; or
- (b) an agreement to sell or sale of shares or voting rights in a subsidiary or associate company such that the amount of the sale exceeds the threshold specified in subclause (c) of clause (i) of sub-regulation (4) of Regulation 30.

**Explanation (3)** - For the purpose of this sub-paragraph, “undertaking” and “substantially the whole of the undertaking” shall have the same meaning as given under Section 180 of the Act.

- (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.
- (3) New Rating(s) or Revision in Rating(s).

- (4) Outcome of Meetings of the Board of Directors: The Company shall disclose to the Stock Exchange(s), the outcome of the meetings of the Board of Directors, held to consider 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) the decision on buyback of securities;
  - (d) the decision with respect to fund raising proposed to be undertaken 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 shall 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).
- (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.
- (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, 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.

**Provided** that 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 the Regulations.

**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 the Company, its promoter, director, KMP, senior management or subsidiary or arrest of KMP, senior management, promoter or director of the Company, whether the same occurred within India or abroad.

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.

**Explanation 1** - In case of revolving facilities like cash credit, an entity would be considered to be in 'default' if the outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for more than thirty days.

**Explanation 2** - Default by a promoter, director, KMP, senior management, subsidiary shall mean default which has or may have an impact on the Company.

**Explanation 3**- 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, KMP (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), senior management, Auditor and Compliance Officer.
- (7A) In case of resignation of the auditor of the Company, detailed reasons for resignation of auditor, as given by the said auditor, shall be disclosed by the Company to the Stock Exchanges as soon as possible but not later than twenty-four hours of receipt of such reasons from the auditor.
- (7B) Resignation of independent director including reasons for resignation: In case of resignation of an independent director of the Company, within seven days from the date of resignation, 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.
  - (b) Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any.
  - (c) The independent director shall, along with the detailed reasons, also provide a confirmation that there is no other material reasons other than those provided.
  - (d) The confirmation as provided by the independent director above shall also be disclosed by the Company to the Stock Exchanges along with the disclosures as specified in sub-clause (a) and (c) above.
- (7C) In case of resignation of KMP, senior management, Compliance Officer or director other than an independent director; the letter of resignation along with detailed reasons for the resignation as given by the KMP, senior management, Compliance officer or director shall be disclosed to the Stock Exchanges by the Company within seven days from the date that such resignation comes into effect.

- (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 Exchange(s).
- (8) Appointment or discontinuation of share transfer agent.
- (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 with a bank.
- (11) winding-up petition filed by any party / creditors.
- (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.
- (13) Proceedings of Annual and extraordinary general meetings of the Company.
- (14) Amendments to memorandum and articles of association of the Company, in brief.
- (15) (a)
- i. Schedule of analysts or institutional investors meet at least two working days in advance (excluding the date of the intimation and the date of the meet).
  - ii. Presentations 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 Company.

(b) Audio recordings, video recordings, if any 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 the 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, KMP, 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 MPS;
  - (o) Quarterly disclosure of the status of achieving 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 sub-paragraph, 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 Company.
- (18) Announcement or communication through social media intermediaries or mainstream media by directors, promoters, KMPs 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 the Regulations 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, KMPs, 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 Act; or

- (c) investigation under the provisions of Chapter XIV of the Act;

along with the following details pertaining to the action(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 Company, 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 action(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 Company, 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 the sub-paragraph:

- 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 in the format as may be specified.
- (21) Voluntary revision of financial statements or the report of the Board of Directors of the Company under Section 131 of the Act.

## **ANNEXURE – B**

- 1) Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division.
- 2) Any of the following events pertaining to the Company:
  - (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).
- 3) Capacity addition or product launch.
- 4) Awarding, bagging/receiving, amendment or termination of awarded/bagged orders/contracts not in the normal course of business.
- 5) Agreements (viz. loan agreement(s) or any other agreement(s) which are binding and not in normal course of business) and revision(s) or amendment(s) or termination(s) thereof.
- 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.
- 7) Effect(s) arising out of change in the regulatory framework applicable to the Company.
- 8) Pendency of any litigation(s) or dispute(s) or the outcome thereof which may have an impact on the Company.
- 9) Fraud or defaults by employees of the Company which has or may have an impact on the Company.
- 10) Options to purchase securities including any ESOP/ESPS Scheme.
- 11) Giving guarantees or indemnity or becoming a surety, by whatever name called, for any third party.
- 12) Grant, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.
- 13) Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority.
- 14) Any other information/event viz. major development that is likely to affect business.