



**Can Fin Homes Ltd**  
(Sponsor: CANARA BANK)  
**HOME LOANS • DEPOSITS**  
*Translating Dreams into Reality*

## **Corporate Governance Policy**

### **Chapter XI**

#### **'Disclosure of Material Events or Information'**

[In terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015]



## **I. Purpose**

Securities and Exchange Board of India (SEBI) notified and introduced the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 on 02/09/15 (hereinafter referred to as 'LODR regulations') effective from 01/12/15, which aims to consolidate and streamline the provisions of existing listing agreements for different segments of the capital market. These regulations focus at greater transparency, increased and timely disclosures and compliances.

Regulation 30 of the Listing Regulations deals with the disclosure of material events and/ or information by the listed Companies which will enable its investors to make well-informed investment decisions. Listing Regulations divide the events that need to be disclosed broadly in two categories i.e. the events that have to be necessarily disclosed without applying any test of materiality and events that should be disclosed by the listed Companies only if considered material. Further, in order to ensure sense of standardization and maintain uniformity in making disclosures by Listed Companies, SEBI vide Circular no. CIR/CFD/CMD/4/2015 dated 09/09/15 has issued a circular indicating the details that needs to be provided while disclosing events and guidance on when an event /information can be said to have occurred.

Consequent to the above notification, the Board of Directors of the Company have approved on 20/10/15 for adoption of the LODR regulations, including regulation 30 on disclosure of material events to the extent applicable to the Company. The Board of Directors of the Company have authorised a Committee of 5 executives comprising Dy. General Managers, Assistant General Managers and Key Managerial Personnel for the purpose of determining materiality of any event(s) or information for disclosure under LODR regulations. The Board of Directors have authorised the Company Secretary and the Chief Financial Officer, severally, to disclose such material events to the Stock Exchanges(s) as required under the above regulations.

This Policy shall be applicable with effect from 01/12/15. This policy shall be read with the provisions relating to disclosure of Unpublished Price Sensitive Information (UPSI) as per the Code of conduct for fair disclosure of the Company framed in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015 approved by the Board at its meeting held on 04/05/15.

## **II. Definitions:**

- (i) 'Company' means Can Fin Homes Ltd.
- (ii) 'Non-convertible debt securities' which is 'debt securities' as defined under regulation 2(1)(e) of the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008;
- (iii) 'listing agreement' shall mean an agreement that is entered into between a recognised stock exchange and an entity, on the application of that entity to the recognised stock exchange, undertaking to comply with conditions for listing of designated securities;
- (iv) 'Promoter' shall have the meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any modifications thereof.

- (v) 'Specified securities' means 'equity shares' and 'convertible securities' as defined under clause (zj) of sub-regulation (1) of regulation 2 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- (vi) 'Stock Exchanges' shall mean to include National Stock Exchange of India Ltd. and the BSE Limited, where the equity shares and/or debts of the Company are listed.

Note - The words and phrases used in this Policy and not defined here shall derive their meaning from the applicable laws.

### **III. Applicability**

The Company is required to comply with the provisions of Regulation 30 of Chapter IV of Listing Regulations since the equity shares of the Company are listed on Stock Exchanges viz. National Stock Exchange of India and the BSE limited. Further, the Company is also required to comply with Regulation 51 of Chapter V of Listing Regulations since the Non-Convertible Debt securities i.e. Non-Convertible Debentures being listed on National Stock Exchange of India.

### **IV. Disclosure of events for the Specified Securities**

The disclosures required to be made under this policy are broadly categorised as:

- A. Events or information to be necessarily disclosed without applying any test of materiality including events or information arising out of outcome of Meeting of the Board of Directors.
- B. Events or information to be disclosed, if considered material by the Company.
- C. Other Disclosures.

#### **A. Events or information to be necessarily disclosed without applying any test of materiality.**

The below enumerated events or information shall be deemed to be material and shall be disclosed to the Stock Exchange(s) as soon as reasonably possible upon occurrence of an event i.e. upon receipt of Board Approval/ Shareholders Approval or when the Company or any of its officer becomes aware of such event or information; but not later than twenty four hours from the occurrence of such an event or information. Though only broad outlines are given in this policy, the disclosure in detail as per SEBI Circular CIR/CFD/CMD/4/2015 dated 09/09/15 shall be made to the stock exchanges by the Company.

However, if the Company is unable to make any such disclosure/intimation within the specified timelines, it shall alongwith an explanation for such delay, take immediate steps to disclose/ inform such event/ information to the Stock Exchanges.

The events and information falling under this category which are mandatory for disclosure to the stock exchanges are given in Annexure 1.

#### **B. Events or information to be disclosed, if considered material by the Company**

The following shall be the criteria for determination of materiality of events/ information in terms of Part B of Part A of Schedule III as indicated in SEBI Circular CIR/CFD/CMD/4/2015 dated 09/09/15, for disclosure to the stock exchanges:

- (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 is likely to result in significant market reaction if the said omission came to light at a later date;

(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 of Company, the event / information is considered material.

The Board of Directors on the recommendations of the Committee, considering the criteria as above and the factors that may have direct or indirect impact on the reputation of the Company or which may have a significant impact on the business operations or performance of the Company, has laid down the events/information (though many of the events listed in annexure 2 are not applicable to the Company for the present), which may be considered as material, as and when it becomes applicable, for making appropriate disclosure to the stock exchanges as soon as reasonably possible to be communicated and as may be required under the above regulations.

The Board of Directors shall have the ultimate authority to take a view on the materiality of an event or information.

The events and information falling under this category, which shall to disclosed as and when it becomes applicable, are given in Annexure 2.

#### **C. Other Disclosures**

The Company shall intimate any other information/event viz. major development that is likely to affect business, e.g. emergence of new technologies, any change of accounting policy that may have a significant impact on the accounts, etc. and brief details thereof and any other information which is exclusively known to the Company which may be necessary to enable the holders of securities of the Company to appraise its position and to avoid the establishment of a false market in such securities.

#### **V. Disclosure of events or information relating to non-convertible debentures:**

The Company Shall make disclosures in terms of regulation 30 read with regulation 51(2) of the SEBI (LODR) Regulations, 2015, in respect of the non-convertible debentures. The material events and information which are to be disclosed are given in Annexure 3.

#### **VI. Continuous disclosure requirement relating to material developments**

The Company shall disclose/update the stock exchanges on all material developments, if any, with regard to the events/information already intimated, as listed out in Clauses A, B and C of disclosure events for specified securities or any other material event or information as may be earlier disclosed to the stock exchanges, on regular basis, until such event is resolved.

#### **VI. Disclosure of information on the website of the Company**

The Company shall disclose on its website all such events or information which has been disclosed to stock exchange(s) under the above regulation, and such disclosures shall be hosted on the website of the Company [www.canfinhomes.com](http://www.canfinhomes.com) for a minimum period of five years and thereafter as per the archival policy of the Company, as disclosed on its website.

Communication sent to the Stock Exchanges with regard to further developments on the events/ information as disclosed must also be updated on the Company's website simultaneously, but in no case later than two working days of such intimation/disclosure to the stock exchanges.

**VII. Response to queries or reported events or information**

1. The Company shall provide specific and adequate reply/explanation/ clarifications to the queries, if any, raised by stock exchange(s) with respect to any events or information pertaining to the Company.
2. The Company may on its own initiative accept, confirm, deny or clarify with respect to any reported event or information pertaining to the Company. However, the Company shall not be under an obligation to respond to speculative news/press/media reports.

**IX. Review**

This policy shall be subject to review /amendment as may be deemed necessary by the Board of Directors to comply with any regulatory amendments or statutory modifications to the listing regulations or any other Act/Law/regulations.

However, the provisions of this Policy shall stand modified as and when any amendments/ insertions are made to the provisions of SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, if such provisions are mandatorily applicable to the Company.

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## Annexure 1

### A. Events or information to be necessarily disclosed without applying any test of materiality.

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

- 1.1. Acquisition (including agreement to acquire):

- a) name of the target entity, details in brief such as size, turnover etc.;
- b) whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arms length";
- c) industry to which the entity being acquired belongs;
- d) objects and effects of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the Company);
- e) brief details of any governmental or regulatory approvals required for the acquisition;
- f) indicative time period for completion of the acquisition;
- g) nature of consideration - whether cash consideration or share swap and details of the same;
- h) cost of acquisition or the price at which the shares are acquired;
- i) percentage of shareholding / control acquired and / or number of shares acquired;
- j) brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief);

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

- 1.2. Amalgamation/ Merger:

- a) name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc.;
- b) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms 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 Company.

- 1.3. De-merger:

- a) brief details of the division(s) to be demerged;
- b) turnover of the demerged division and as percentage to the total turnover of the Company in the immediately preceding financial year / based on financials of the last financial year;
- c) rationale for demerger;
- d) brief details of change in shareholding pattern (if any)of all entities;
- e) in case of cash consideration - amount or otherwise share exchange ratio;
- f) whether listing would be sought for the resulting entity.

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

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

- g) additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the Company with respect to such slump sale.

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

1.5. Other Restructuring:

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

2. Issuance or forfeiture of securities, split or consolidation of shares, buyback of securities, any restriction on transferability of securities or alteration in terms or structure of existing securities including forfeiture, reissue of forfeited securities, alteration of calls, redemption of securities etc.

2.1. Issuance of securities:

- a) type of securities proposed to be issued (viz. equity shares, convertibles etc.);
- b) type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);
- c) total number of securities proposed to be issued or the total amount for which the securities will be issued (approximately);
- d) in case of preferential issue the Company shall disclose the following additional details to the stock exchange(s):
  - i. 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 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 action, which will result in alteration of the terms or structure of any existing securities, including, but not limited to:

- a) forfeiture of shares;
- b) reissue of forfeited shares or securities, or the issue of shares or securities held in reserve for future issue or the creation in any form or manner of new shares or securities or any other rights, privileges or benefits to subscribe to;
- c) proposal to issue any class of securities;
- d) alterations of capital, including calls;
- e) change in the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the Company.

3. Revision in Rating(s)

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

- 4.1. dividends and/or cash bonuses recommended or declared or the decision to pass any dividend and the date on which dividend shall be paid/dispatched;
- 4.2. any cancellation of dividend with reasons thereof;
- 4.3. the decision on buyback of securities;
- 4.4. the decision with respect to fund raising proposed to be undertaken;
- 4.5. increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares would be credited/dispatched;
- 4.6. reissue of forfeited shares or securities, or the issue of shares or securities held in reserve for future issue or the creation in any form or manner of new shares or securities or any other rights, privileges or benefits to subscribe to;
- 4.7. short particulars of any other alterations of capital, including calls;
- 4.8. financial results;
- 4.9. decision on voluntary delisting by the Company from stock exchange(s);

The intimation of outcome of meeting of the board of directors shall also contain the time of commencement and conclusion of the meeting.

5. Agreements (viz. shareholder agreement(s), joint venture agreement(s), family settlement agreement(s) (to the extent that it impacts management and control of the Company), agreement(s)/treaty(ies)/contract(s) with media companies) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:

- 5.1. name(s) of parties with whom the agreement is entered;
- 5.2. purpose of entering into the agreement;
- 5.3. shareholding, if any, in the entity with whom the agreement is executed;
- 5.4. significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
- 5.5. whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
- 5.6. whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";
- 5.7. in case of issuance of shares to the parties, details of issue price, class of shares issued;
- 5.8. any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of such agreements, etc;
- 5.9. in case of termination or amendment of agreement, Company shall disclose additional details to the stock exchange(s):
  - a) name of parties to the agreement;
  - b) nature of the agreement;
  - c) date of execution of the agreement;
  - d) details of amendment and impact thereof or reasons of termination and impact thereof.

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

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

- 6.2. Subsequently intimate the stock exchange(s) further details regarding the fraud/default/arrest including:
    - a) actual amount involved in the fraud /default (if any);
    - b) actual impact of such fraud /default on the Company and its financials; and
    - c) corrective measures taken by the Company on account of such fraud/default.
  7. Change in directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), Auditor and Compliance Officer:
    - 7.1. reason for change viz. appointment, resignation, removal, death or otherwise;
    - 7.2. date of appointment/cessation (as applicable) & term of appointment;
    - 7.3. brief profile (in case of appointment);
    - 7.4. disclosure of relationships between directors (in case of appointment of a director).
  8. Appointment or discontinuation of share transfer agent:
    - 8.1. reason for appointment or discontinuation;
    - 8.2. date on which above would become effective.
  9. Corporate debt restructuring ("CDR"):
    - 9.1. whether CDR is voluntary and reasons for opting or referred by lenders/creditors;
    - 9.2. details of the loan to be subjected to restructuring under CDR;
    - 9.3. brief details of the CDR proposal (if any);
    - 9.4. the following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme;
      - a) upon execution of any agreement in relation to the CDR proposal, disclose details such as date of execution, parties to the agreement and principal terms;
      - b) details of final CDR package as approved by RBI and the lenders;
      - c) lenders involved;
      - d) brief summary of the CDR scheme including details of the securities, interest payment, repayment schedule, negative and other restrictive covenants.
  10. One time settlement (OTS) with a Bank:
    - 10.1. reasons for opting for OTS;
    - 10.2. brief summary of the OTS.
  11. Reference to BIFR and winding-up petition filed by any party / creditors:
    - 11.1. reasons for such a reference/petition;
    - 11.2. impact of such reference/petition on Company.
  12. Issuance of notices, call letters, resolutions and circulars sent to shareholders, debenture holders or creditors or any class of them or advertised in the media by the Company and the following:
    - 12.1. date of notice/call letters/resolutions etc.;
    - 12.2. brief details viz. agenda (if any) proposed to be taken up, resolution to be passed, manner of approval proposed etc.
  13. Proceedings of annual and extraordinary general meetings of the Company and the following details in brief:
    - 13.1. date of the meeting;
    - 13.2. brief details of items deliberated and results thereof;
    - 13.3. manner of approval proposed for certain items (e-voting etc.).
  14. Amendments to memorandum and articles of association of Company, in brief.
  15. Schedule of analyst or institutional investor meet and presentations on financial results made by the Company to analysts or institutional investors.
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**B. Events or information to be disclosed, if considered material by the Company, as and when such events or information becomes applicable to the Company**

1. Commencement or any postponement in the date of commencement of Commercial production or commercial operations of any unit/division:

The Company shall notify the stock exchange(s) regarding the commencement of commercial production or the commencement of commercial operations of any unit/division. In cases where the Company has made prior intimation of date of commencement of commercial production or operations, the Company shall be required to disclose details in case of postponement of the date of commencement.

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

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 "arms 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 "arms 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 "arms length".

4.3. Amendment or termination of orders/contracts:

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

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

- a) name(s) of parties with whom the agreement is entered;
- b) purpose of entering into the agreement;
- c) size of agreement;
- d) shareholding, if any, in the entity with whom the agreement is executed;
- e) significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
- f) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
- g) whether the agreement would fall within related party transactions? If yes, whether the same is done at "arms length";
- h) in case of issuance of shares to the parties, details of issue price, class of shares issued;
- 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. Regularly, till complete normalcy is restored:

- a) insurance amount claimed and realized by the Company for the loss/damage;
- b) the actual amount of damage caused due to the natural calamity or other force majeure events;
- c) details of steps taken to restore normalcy and the impact of the natural calamity/other force majeure events on production or service, financials of the entity.

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

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

The Company shall notify the stock exchange(s) upon it or its key management personnel or its promoter or ultimate person in control becoming party to any litigation, assessment, adjudication, arbitration or dispute in conciliation proceedings or upon institution of any litigation, assessment, adjudication, arbitration or dispute including any ad-interim or interim orders passed against or in favour of the Company, the outcome of which can reasonably be expected to have an impact.

8.1. At the time of becoming the party:

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

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

- a) the details of any change in the status and / or any development in relation to such proceedings;
- b) in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings;
- c) in the event of settlement of the proceedings, details of such settlement including - terms of the settlement, compensation/penalty paid (if any) and impact of such settlement on the financial position of the Company.

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

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

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

- 9.2. Subsequently intimate the stock exchange(s) further details regarding the fraud/default including:
- a) actual amount involved in the fraud /default (if any);
  - b) actual impact of such fraud /default on the Company and its financials;
  - c) corrective measures taken by the Company on account of such fraud/default.

10. Options to purchase securities (including any Share Based Employee Benefit (SBEB) Scheme) at the time of instituting the scheme and vesting or exercise of options:
- a) brief details of options granted;
  - b) whether the scheme is in terms of SEBI (SBEB) Regulations, 2014 (if applicable);
  - c) total number of shares covered by these options;
  - d) pricing formula;
  - e) options vested;
  - f) time within which option may be exercised;
  - g) options exercised;
  - h) money realized by exercise of options;
  - i) the total number of shares arising as a result of exercise of option;
  - j) options lapsed;
  - k) variation of terms of options;
  - l) brief details of significant terms;
  - m) subsequent changes or cancellation or exercise of such options;
  - n) diluted earnings per share pursuant to issue of equity shares on exercise of options.
11. Giving of guarantees or indemnity or becoming a surety for any third party:
- a) name of party for which such guarantees or indemnity or surety was given;
  - b) whether the promoter/ promoter group/ group companies have any interest in this transaction? If yes, nature of interest and details thereof and whether the same is done at "arms length";
  - c) brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee;
  - d) impact of such guarantees or indemnity or surety on 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.

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**V. Disclosure of events or information relating to non-convertible debentures:**

In terms of regulation 30 read with regulation 51(2) of the SEBI (LODR) Regulations, 2015, the Company shall make the following disclosure to the stock exchanges where the non-convertible securities of the Company are listed.

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

- (1) expected default in timely payment of interests or redemption or repayment amount or both in respect of the non-convertible debt securities and also default in creation of security for debentures as soon as the same becomes apparent;
- (2) any attachment or prohibitory orders restraining the Company from transferring non-convertible debt securities from the account of the registered holders along-with the particulars of the numbers of securities so affected, the names of the registered holders and their demat account details;
- (3) any action which shall result in the redemption, conversion, cancellation, retirement in whole or in part of any non-convertible debt securities;
- (4) any action that shall affect adversely payment of interest on non-convertible debt securities including default by issuer to pay interest on non-convertible debt securities or redemption amount and failure to create a charge on the assets;
- (5) any change in the form or nature of any of its non-convertible debt securities that are listed on the stock exchange(s) or in the rights or privileges of the holders thereof and make an application for listing of the securities as changed, if the stock exchange(s) so require;
- (6) any changes in the general character or nature of business / activities, disruption of operation due to natural calamity, and commencement of commercial production / commercial operations;
- (7) any events such as strikes and lock outs which have a bearing on the interest payment/ dividend payment / principal repayment capacity;
- (8) details of any letter or comments made by debenture trustees regarding payment/non-payment of interest on due dates, payment/non-payment of principal on the due dates or any other matter concerning the security, Company and /or the assets along with its comments thereon, if any;
- (9) delay/ default in payment of interest or dividend / principal amount /redemption for a period of more than three months from the due date;
- (10) failure to create charge on the assets within the stipulated time period;
- (11) any instance(s) of default/delay in timely repayment of interests or principal obligations or both in respect of the debt securities including, any proposal for re-scheduling or postponement of the repayment programmes of the dues/debts of the Company with any investor(s)/lender(s).  
Explanation.- For the purpose of this sub-para, 'default' shall mean Non-payment of interest or principal amount in full on the pre-agreed date and shall be recognized at the first instance of delay in servicing of any interest or principal on debt.
- (12) any major change in composition of its board of directors, which may amount to change in control as defined in Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
- (13) any revision in the rating;
- (14) the following approvals by board of directors in their meeting:-
  - (a) the decision to pass any interest payment;
  - (b) short particulars of any increase of capital whether by issue of bonus securities through capitalization, or by way of right securities to be offered to the debenture holders, or in any other way;
- (15) all the information, report, notices, call letters, circulars, proceedings, etc concerning non-convertible debt securities;
- (16) any other change that shall affect the rights and obligations of the holders of non-convertible debt securities, any other information not in the public domain necessary to enable the holders of the listed securities to clarify its position and to avoid the creation of a false market in such listed securities or any other information having bearing on the operation/performance of the Company as well as price sensitive information.