Policy for Determination of Materiality for Disclosure of Information/ Events to the Stock Exchanges

1. Preamble

This Policy with the Guidance Manual, provides an overall framework for disclosure of information or events of the Company pursuant to Regulation 30, Regulation 30A and Regulation 51 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR Regulations"). This Policy is subject to the Board's review and changes, as may be appropriate, in conformity with the requirements of the SEBI LODR Regulations, as amended from time to time.

This policy is effective from 1st December 2015 and shall be applicable for disclosures to be made by the Company effective this date. The policy was subsequently amended by the Board at its meeting held on May 14, 2025.

2. Objective

The objective of this Policy is to facilitate timely and adequate disclosure of material information or events which are unpublished and price sensitive, have a bearing on performance or operations of the Company or may result in a significant market reaction in the price of securities of the Company if the omission comes to light at a later date. This policy is based on the principles governing the disclosures as stated in the SEBI LODR Regulations and the circular(s) & guideline(s) issued by the Securities Exchange Board of India ("**SEBI**") in this regard. This policy lays down the guidelines for determining the materiality thresholds with respect to certain events or information of the Company as permitted under the SEBI LODR Regulations.

3. Definitions

a) "Board" or "Board of Directors" means the collective body of the Directors of the Company as constituted from time to time;
b) "Company" shall mean Kartik Investments Trust Limited;
c) 'Default' for the purposes of this Policy shall mean non-payment of the interest or principal amount in full on the date when the debt has become due and payable.
d) 'Fraud' for the purposes of this Policy 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.
   Explanation: In case of revolving facilities like cash credit, the Company would be considered to be in default if the outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for more than thirty days.
e) "Guidance Manual" shall mean the 'Guidance Manual for making Disclosures of Events or Information under the Policy for Determination of Materiality for Disclosure of Information/Events to the Stock Exchanges';
f) 'Mainstream Media' shall include print or electronic mode of the following:
   i) Newspapers registered with the Registrar of Newspapers for India;

ii) News channels permitted by Ministry of Information and Broadcasting under Government of India;
iii) Content published by the publisher of news and current affairs content as defined under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021; and
iv) Newspapers or news channels or news and current affairs content similarly registered or permitted or regulated, as the case may be, in jurisdictions outside India;

g) "Material Event/s" means those event/s specified in:
(i) Para A of Part A of Schedule III of the SEBI LODR Regulations, being deemed material events, which the Company shall compulsorily disclose to the extent applicable;
(ii) events specified in Para B of Part A of Schedule III of the SEBI LODR Regulations, which the Company shall disclose, based on guidelines for materiality as specified in 4 herein to the extent applicable;
(iii) events specified in Para C of Part A of Schedule III of the SEBI LODR Regulations to the extent applicable;
(iv) events specified in Part B of the SEBI LODR Regulations to the extent applicable;
(v) any event which may have a material effect on the Company;
(vi) any event or information if in the opinion of the board of directors of the Company, is considered material

h) "Normal trading hours" shall mean time period for which the recognized stock exchanges are open for trading for all investors.

i) "Key Managerial Personnel" or "KMP" means the personnel as defined under Section 2(51) of the Companies Act, 2013, read with the rules and regulations issued thereunder, as amended from time to time;

j) "Officer" shall have the same meaning as under the Companies Act, 2013, together with rules and regulations issued thereunder, as amended from time to time;

k) "Ordinary course of business" or "normal course of business" means all activities that are necessary, normal or incidental to the business of the Company and are permitted by objects of the Company. These would also include common practices, historical practices and customs of commercial transactions with a pattern of frequency.

l) "Policy" means this Policy for Determination of Materiality for Disclosure of Information/Events to the Stock Exchanges;

m) "SEBI" means the Securities and Exchange Board of India;

n) "SEBI Master Circular" means circular no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024and any further circulars issued by SEBI from time to time including any amendments made for compliance with the provisions of the SEBI LODR Regulations, 2015 by listed entities, as amended or substituted from time to time;

o) "Securities" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956, as amended from time to time;

p) "Senior Management" shall mean the officers and personnel of the Company who are members of its core management team, excluding the Board of Directors and shall also comprise all the members of the management one level below the chief executive officer or managing director or whole time director or manager (including chief executive officer and manager, in case they are not part of the Board of Directors) and shall specifically include the functional heads, by whatever name called and the persons identified and designated as Key Managerial Personnel, other than the Board of Directors.

q) "Stock Exchange" means BSE Limited;

Any other term not defined herein shall have the same meaning as defined in the Companies Act, 2013, the SEBI LODR Regulations or any other applicable law or regulation to the extent applicable to the Company.

4. Criteria for disclosure

The following criteria shall be considered by the Company while determining the materiality of events/information read with the Guidance manual and disclosure to stock exchange:

i. whether the omission of an event or information, is likely to result in discontinuity or alteration of event or information already available publicly; or
ii. whether the omission of an event or information is likely to result in significant market reaction determined as per the parameters specified by the stock exchange(s) if the said omission came to light at a later date; or
iii. whether the omission of an event or information, whose value or the expected impact in terms of value, exceeds the lower of the following:

    a) two percent of turnover, as per the last annual audited consolidated financial statements of the Company;

    b) two percent of net worth, as per the last annual audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative;

    c) five percent of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company; or

iv. whether the event/information is likely to have a bearing on performance or operation of the Company or have a material impact on the business or the Company; or
v. whether any continuing event or information becomes material or
vi. in cases where the criteria specified in sub-clauses (i) to (v) above are not applicable,

whether an event/information may be treated as being material in the opinion of the Board.

The Chief Financial Officer (CFO) of the Company is authorized to determine the materiality of an event or information under this Policy and the SEBI LODR Regulations and to make disclosures to the Stock Exchange under the SEBI LODR Regulations. The quantitative factors which may be considered while determining the materiality of an event or information would be those as indicated in clause 4 sub-clause (iii) of this policy. The Guidance Manual in this regard is to be used while selecting the appropriate factor before making public dissemination.
All questions about this Policy should be directed to the CFO/ Company Secretary.

5. Applicability:

5.1 The following event/s are deemed to be Material Event/s and the Company shall make disclosure of such event/s without applying any materiality guidelines:

- Acquisition(s) including agreement to acquire;
  (acquisition means acquiring control either directly or indirectly OR acquiring or agreement to acquire shares/voting rights in a company, whether existing or to be incorporated, whether directly or indirectly, such that:
  a) the Company holds shares or voting rights aggregating to 20% (twenty percent) or more of the shares or voting rights in the said company or if
  b) there is a change in existing holding from the last disclosure made under sub-clause (a) of clause (ii) of the Explanation to sub-para 1 of Para A of Part A of Schedule III of SEBI LODR Regulations and such change exceeds 5% (five percent) of the total shareholding or voting rights in the company) or
  c) 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 of SEBI LODR Regulations)
  The acquisition of shares or voting rights aggregating to 5% (five per cent) or more of the shares or voting rights in an unlisted company and any change in holding from the last disclosure made under this clause exceeding 2% two per cent) of the total shareholding or voting rights in the said unlisted company shall be disclosed on a quarterly basis as part of Integrated Filing (Governance).

- scheme of arrangement (amalgamation/ merger/ demerger/ 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 or any other restructuring;

  sale or disposal of subsidiary and sale of stake in associate company shall include: -

  i. *an agreement to sell or sale of shares or voting rights in a company such that the company ceases to be a wholly owned subsidiary, a subsidiary or an associate company of the Company; or*

  ii. *an agreement to sell or sale of shares or voting rights in a subsidiary or associate company such that the amount of the sale exceeds the threshold specified in sub-clause (c) of clause (i) of sub-regulation (4) of Regulation 30 of SEBI LODR Regulations.*

For the purpose of sub-para 1 of Para A of Part A of Schedule III of the SEBI LODR Regulations, 'undertaking' *and* 'substantially the whole of the undertaking' shall have the same meaning as given under section 180 of the Companies Act, 2013.

- issuance/ forfeiture of Securities, split or consolidation of shares, buyback of Securities, any restrictions on transferability of Securities or any alteration in the terms or structure of existing Securities, including forfeiture, re-issue of forfeited Securities, alteration of calls, redemption of Securities, etc.

- new rating(s) or revision in ratings;

- outcome of Board meetings held to consider, recommend, declare or pass any dividends, cancellation of dividends, decision on buyback of Securities, fund raising proposals 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, alteration to capital structure including issuance of bonus, re-issue of forfeited Securities or issue of Securities held in reserve, creation in any form or manner of new shares or Securities or any other rights, privileges or benefits to subscribe to and short particulars of any other alterations of capital, including calls, financial results, voluntary delisting of listed Securities etc.;

- agreements *(including revisions, termination or making amendments)* such as shareholder agreements, joint venture agreements, family settlement agreements to the extent they impact the management or control of the Company or agreements or treaty(ies) or contracts with media companies which are binding and not in the normal course of business;

- agreements (including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements) entered into by the shareholders, promoters, promoter group entities, related parties, directors, KMP, 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 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 other provisions of SEBI LODR Regulations;

- 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.

- fraud/defaults by the Company, Promoter/KMP, director, senior management or subsidiary or arrest of KMP, senior management, director or Promoter of the Company whether occurred within India or abroad;

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

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.

- change in directors, KMPs (including MD, CEO, Manager CFO and company secretary), senior management, auditor and compliance officer;
- resignation of the auditor of the Company along with reasons for resignation;
- resignation of the independent director along with reasons for resignation and details of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any;
- resignation of KMP, senior management, compliance officer or director other than an independent director along with detailed reasons for the resignation;
- indisposition or unavailability of the MD/Manager of the Company to fulfil the requirements of the role in a regular manner for more than forty-five days in any rolling period of ninety days along with the reasons for such indisposition or unavailability;
- appointment or discontinuation of share transfer agent;
- Resolution plan / Restructuring in relation to loans/borrowings from banks/financial institutions including the following details:-

    i. Decision to initiate resolution of loans/borrowings;
    ii. Signing of Inter-Creditors Agreement ('ICA') by lenders;
    iii. Finalization of resolution plan;
    iv. Implementation of resolution plan;
    v. Salient features, not involving commercial secrets, of the resolution/restructuring plan as decided by lenders.

- one time settlement with banks;
- winding up petition filed by any party or creditors;
- issuance of notices, call letters, resolution and circulars sent to shareholders, debenture holders, creditors or any class of them or advertised in the media by the Company;
- proceedings of general meetings of the Company;
- amendments to Memorandum of Association/Articles of Association of the Company in brief;
- schedule of analysts or institutional investor meet, presentations prepared by the Company for analysts or institutional investors meet, post earnings or quarterly calls, audio / video recordings and transcripts of post earnings/quarterly calls, conducted physically or through digital means in the manner as prescribed;
- events in relation to the corporate insolvency resolution process (CIRP) under the Insolvency Code as prescribed in SEBI LODR Regulations;
- initiation of forensic audit (by whatever name called);

    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.

- announcement or communication through social media intermediaries or mainstream media by directors, Promoters, KMP or senior management of the Company, in relation to any event or information which is material for the Company in terms of Regulation 30 of SEBI LODR 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.

- In case of any premature announcement or communication through social media intermediaries or mainstream media by Directors, Promoters, Key Managerial Personnel or Senior Management of the Company, while making the requisite disclosure under this provision, the Company shall be required to issue necessary clarification in respect to such announcement / communication.

- action(s) initiated or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company and having an impact on operations, financial position or reputation of the Company in respect of the following:

  a) search or seizure; or
  b) re-opening of accounts under section 130 of the Companies Act, 2013; or
  c) investigation under the provisions of Chapter XIV of the Companies Act, 2013;

- action(s) taken or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, KMP, senior management, Promoter or subsidiary, in relation to the Company and having an impact on operations, financial position or reputation of 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 details pertaining to the actions(s), taken or orders passed;

  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 herein below:

  (i) disclosure of fine or penalty of Rs. 1 lakh or more imposed by sectoral regulator or enforcement agency and fine or penalty of Rs. 10 lakhs or more imposed by other authority or judicial body shall be disclosed within 24 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 Integrated Filing (Governance) report.

The Company shall refer the Industry Standards Note (as amended from time to time) issued by the Industry Associations, in this regard, for the list of sectoral regulators/enforcement authority.

Further, action taken or order passed by a regulatory/ statutory/ enforcement/ judicial/quasi-judicial authority would be required to be disclosed only if such action or order, where quantifiable, exceeds the aforementioned thresholds.

Receipt of a show cause notice would not trigger a disclosure requirement under Para A(20) of Part A of the Schedule III. However, receipt of a show cause notice from any regulatory, statutory, enforcement authority would come under Para B(8) of Part A of the Schedule III, and require disclosure upon application of the guidelines for materiality, as specified in Regulation 30(4) of SEBI LODR.

- voluntary revision of financial statements or the report of the Board of the Company under section 131 of the Companies Act, 2013

5.2 The following events will be deemed to be Material Event/s based on application of the materiality guidelines to be decided by the Board:

- commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/ division.
- arrangements for strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of business or closure of operations of any unit/ division or subsidiary (in entirety or in piecemeal);
- capacity addition or product launch;
- awarding, bagging/receiving, amendment or termination of awarded/bagged orders/contracts not in the normal course of business;
- agreements viz. loan agreements or any other agreements which are binding and not in the normal course of business including any revision(s) or amendment(s) or termination(s) thereof;
- disruption of operations of one or more units or division of the Company due to natural calamity or force majeure conditions or events like strikes, lockouts etc.;
- effect(s) arising out of change in regulatory framework applicable to the Company;
- pendency of any litigation(s) or dispute(s) or the outcome thereof which may have an impact on the Company.
- fraud/defaults by employees of the Company which has or may have an impact on the Company;
- options to purchase Securities including Employee Stock Option Plans / Employee Share Purchase Scheme;
- giving guarantees or indemnity or becoming surety, by whatever name called, for any third party;

Exemption: Indemnity/guarantee/surety provided for:

a. wholly-owned subsidiaries which are consolidated in the financials of the Company;

b. Contractual performance guarantees given by the Company, involved in business activities where such performance guarantees are required to be furnished in the normal course of business;

However, disclosure would be required upon invocation of such guarantees, indemnity or surety bonds or if the concerned entity ceases to be a wholly owned subsidiary of the Company.

- Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals;
- delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority.

5.3 Any other information or event or major development likely to affect the business which are exclusively known to the Company and which may be necessary to be disclosed to enable holders of Securities of the Company to appraise its position and avoid establishment of false market in the Securities also needs to be disclosed.

5.4 Any amendments/ deletions/ additions to Schedule III of the SEBI LODR Regulations, as applicable to the Company, will be deemed to be included in Clause 5.1, 5.2 and 5.3 of this Policy.

6. **Authorization and co-ordination for Disclosure**:
Pursuant to Regulation 30(5) of the SEBI LODR Regulations, the CFO / Company Secretary are authorized by the Board for the purpose of determining materiality of an event or information and the Company Secretary is authorized for making disclosures to the Stock Exchange(s) under this Policy.

Upon decision to make a disclosure under this Policy, the Company Secretary shall disseminate the same to stock exchange within the stipulated timelines. In the absence of the Company Secretary, the dissemination can be made by the CFO.

7. The contact details of the said KMPs will be disclosed to the stock exchanges as well as uploaded on the website of the Company.

8. **Time of Disclosure**: Disclosures shall be made as soon as possible but within 24 hours from the occurrence of the event/ information. However, in cases where the disclosure cannot be made within the stipulated time limit of 24 hours, the Company will disseminate the same after 24 hours along with an explanation for the delay.

Disclosures with respect to material events/information stated in Regulation 30 of the SEBI LODR Regulations shall be made as soon as possible and in any case not later than the following:-

i. thirty minutes from the closure of the meeting of the Board in which the decision pertaining to the event or information has been taken.

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, a disclosure of the decision pertaining to the event or information, shall be made within three hours from the closure of the board meeting.
Further, in case the meeting of the board of directors is being held for more than one day, the financial results shall be disclosed within thirty minutes or three hours, as applicable, from closure of such meeting for the day on which it has been considered;

ii. twelve hours from the occurrence of the event or information, in case the event or information is emanating from within the Company; and
iii. twenty-four hours from the occurrence of the event or information, in case the event or information is not emanating from within the Company.

The timelines stipulated in this Regulation for making disclosures to the stock exchanges would begin once an officer of the Company has become aware of the occurrence of an event / information, through credible and verifiable channels of communication.

Defence for delay in disclosure of an event/information:
It shall be a defence for non-compliance with the timelines prescribed if there is any reasonable delay on account of:

(i) a force majeure event,
(ii) time taken for completion of prima facie assessment of materiality for certain relevant events (such as orders, fraud, winding-up petitions, action initiated, claims made against the Company, etc.), or
(iii) information / event relating to subsidiary, director, key managerial personnel, senior management or promoter (where the Company is not directly involved), etc. In such events, explanation for the delay should be provided along with the disclosure of the event / information.

The disclosure with respect to events for which timelines have been specified in Part A of Schedule III of the SEBI LODR Regulations shall be made within such timelines.

Timelines for claims under any litigation/dispute (other than tax related): 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-para 8 of Para B of Part A of Schedule III, is maintained in the structured digital database 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.

Updates on ongoing tax litigations or disputes in terms of Para B(8) of Part A of Schedule III of LODR shall be reported on a quarterly basis to the Stock Exchanges as part of Integrated Filing (Governance).

9. **Details of Disclosure:** The Company will disclose details for the events set out in Para A, Para B, and Para C of Part A of Schedule III of the SEBI LODR Regulations, in accordance with the guidelines prescribed under Annexure 18 of the SEBI Master Circular and Annexure II of the SEBI Circular. Further, the Company shall ensure that the disclosures are appropriate and would be consistent with the facts of each event being disclosed by the Company.

Additionally, in case of disclosures about the Company's agreements or treaty(ies) or contracts with media companies which are binding and not in the normal course of business, the Company shall comply with the disclosure requirements prescribed under the SEBI Press Release No. 200/ 2010 dated August 27, 2010 and the Press Council of India Press Release No. PR/3/10-11-PCI dated August 2, 2010.

10. **Updation:** With respect to the disclosures made pursuant to this Policy, the Company shall also make disclosures updating material developments on a regular basis, till such time the event is resolved/closed, with relevant explanations there for.

11. The Company shall confirm, deny or clarify, upon the material price movement (as specified by the Stock Exchanges from to time), any reported event or information in the mainstream media which is not general in nature and which indicates that rumours of an impending specific event or information is circulating amongst the investing public, as soon as reasonably possible and not later than twenty four hours from the trigger of material price movement

12. **Disclosures other than listed events/information**: In case where an event occurs or an information is available with the Company, which has not been indicated in Para A or B of Part A of Schedule III of the SEBI LODR Regulations, but which may have material effect on it, the Company shall make adequate disclosures in regard thereof.

13. **Manner of Disclosure**: Any information to be disseminated, including responses to any queries raised by the stock exchanges, is required to be given in the manner prescribed by the Stock Exchanges in this regard.

    In case the Company confirms the reported event or information, it shall also provide the current stage of such event or information.

    If the Company confirms within 24 hours from the trigger of material price movement, any reported event or information on which pricing norms provided under Chapter V or Chapter VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 or pricing norms provided under Regulation 8 or Regulation 9 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or pricing norms provided under Regulation 19 or Regulation 22B of the Securities and Exchange Board of India (Buy-back of Securities) Regulations, 2018 or any other pricing norms specified by the SEBI or the stock exchanges are applicable, then the effect on the price of the equity shares of the Company due to the material price movement and confirmation of the reported event or information may be excluded for calculation of the price for that transaction as per the framework as may be specified by the SEBI.

    The Company shall also disclose on its website all such events or information which has been disclosed to stock exchange(s) under this Policy and, and such disclosures shall be hosted on the website of the Company for a minimum period of five years and thereafter as per the Company's Archival Policy, as disclosed on its website. The Company's Code for practices and procedures for fair disclosure of unpublished price sensitive information will also be adhered to.

14. **Dissemination of the Policy:** A copy of the Policy shall be put up on the website of the Company.
15. **Review of the Policy:** The Policy shall be subject to review of the Board, and the Board will be authorized to amend it suitably, as may be deemed necessary in accordance with any regulatory requirements or amendments.

    This policy was modified on 14 May 2025.

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GUIDANCE MANUAL FOR MAKING DISCLOSURES OF EVENTS OR INFORMATION UNDER THE POLICY FOR DETERMINATION OF MATERIALITY FOR DISCLOSURE OF INFORMATION/ EVENTS TO STOCK EXCHANGES

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As per the Company's policy for determination of materiality for disclosure of information or events to stock exchange, the Manager / Company Secretary of the Company has been authorised by the Board of Directors of the Company ("**Board**") to make disclosures. While certain events/information are deemed to be material and need to be disclosed without application of materiality guidelines, in respect of certain events the disclosure may be made only when the event or information meets the materiality criteria laid down by the Board of the Company. In this manual, an attempt is made to provide guidance on the timing of the disclosures as well as on selection of appropriate factors while determining the materiality thresholds. For the purposes of this guidance manual, Board will (as the context may require) include any committee constituted/authorized by the Board.

1. **Contents of communication:** The Communication to stock exchanges and public dissemination may contain the minimum details that need to be provided as stipulated by Securities and Exchange Board of India ("**SEBI**") from time to time. However, if for any reason the Company is unable to disclose any specific details as guided by SEBI, it can make the disclosure without stipulating these details, provided the appropriate reasoning for the same forms part of the disclosure. While utmost care should be exercised in making adequate and appropriate disclosures, it should also be ensured that the disclosure does not result in establishing a false market for the Company's securities.

2. **Disclosures:** The Manager / Company Secretary are authorized to make disclosures under the Policy, about any event or information they become aware of which in their view is a potential material event or information after assessing the same regarding its accuracy and the necessity of disclosing such event or information in terms of the policy for determination of materiality for disclosure of information or events to stock exchanges adopted by the Company.

3. **Factors to be considered:**

The disclosures under this guidance note shall be undertaken in compliance with:

- the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR Regulations**";

- SEBI Master Circular no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 (as amended from time to time); and

- Guidance on the timing of disclosure in respect of events to be disclosed without application of materiality guidelines i.e., the mere occurrence of the following events will trigger the disclosure obligations. While guidance has been provided by SEBI as to when an event of information is deemed to have occurred in order to ensure that a false market is not established by disclosure of the information or event, the following timelines of disclosure may be adhered to subject to the timeline as prescribed under Regulation 30 sub-regulation 6 of SEBI LODR Regulations as produced below:-

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

  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, a disclosure of the decision

pertaining to the event or information, shall be made within three hours from the closure of the board meeting.

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

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

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

The timelines stipulated in this Regulation for making disclosures to the stock exchanges would begin once an officer of the Company has become aware of the occurrence of an event / information, through credible and verifiable channels of communication.

The timelines for disclosures are also identified in Annexure II of SEBI Circular no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 as amended from time to time. .

Event	Timing of Disclosure
1. Acquisitions including agreements to acquire	• <u>If approved by the Board</u>: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • <u>If not approved by the Board/approval of the Board is not required</u>: Within 12 hours from the execution of binding and final agreement to acquire. Acquisition of shares or voting rights by the Company in an unlisted company, aggregating to 5% or any subsequent change in holding exceeding 2%, shall be disclosed quarterly as part of Integrated Filing (Governance).
2. Approval of a Scheme of arrangement (amalgamation/ merger/ demerger/ restructuring)	Within such timeline as stipulated in Clause 3(i) from the approval granted by the Board to such scheme of arrangement.
3. Sale or disposal of any unit(s), division(s), whole or substantially the whole of the undertaking(s), subsidiary of the Company, sale of stake in associate company or any other form of restructuring. *Unit for this purpose shall mean a factory unit*	• If it involves unilateral decision of the Company like dissolution of a unit or division or subsidiary or any other form of restructuring, then within such timeline as stipulated in Clause 3(i) from the decision of the Board approval. • If it involves bilateral decision involving third parties like potential buyers etc. within 12 hours from the execution of the final and binding agreement between the

Event	Timing of Disclosure
	third party and the Company.
4. Issuance/ forfeiture of Securities, split or consolidation of shares, buyback of Securities, any restrictions on transferability of Securities or any alteration in the terms or structure of existing Securities, including forfeiture, re-issue of forfeited Securities, alteration of calls, redemption of Securities, etc.	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. However, the Company shall not be required to make disclosures in such situations where the restriction on transferability was a result of operation of any of the statutes or regulations applicable to the Company.
5. New ratings or revision in rating(s)	Within 24 hours from the receipt of intimation from rating agencies.
6. Outcome of Board meetings with respect to following events: - Dividends recommended or declared or decision to pass any dividend and date on which dividend shall be paid or dispatched; - Cancellation of dividend with reasons thereof; - Buyback of securities; - Fund raising proposals 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; - Increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares shall be credited/dispatched; - Re-issue of forfeited securities or issue of securities held in reserve for future issue or creation in any form new securities or any other rights, privileges or benefits to subscribe to.	Within such timeline as stipulated in Clause 3(i) from conclusion of the Board meeting.

Event	Timing of Disclosure
- Short particulars of any other alteration to capital, including calls; - Financial results; - Voluntary delisting from stock exchanges.	
7. Agreements (viz. shareholder agreement(s), joint venture agreement(s), family settlement agreement(s) (to the extent that it impact management and control of the Company), agreement(s), treaty(ies)/contract(s) with media companies) or agreements which are binding and not in normal course of business, revision(s), or amendment(s) and termination(s) thereof	• If approved by the Board: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • If not approved by the Board/Board approval is not required and the Company is a party to such agreements: within 12 hours from the execution of the agreement or within 12 hours from the amendment made to the agreement or termination thereof. • If the Company is not a party: within 24 hours from the Company being notified of the execution of either the agreement or the amendment made to the agreement or termination thereof. Amendments here will refer to the amendment to the terms earlier disclosed by the Company. It is clarified that information which is confidential and proprietary to the business of the Company need not be disclosed.
8. Agreements (including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such 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. Provided that such agreements entered into by the Company in the normal course of	• If approved by the Board: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • If not approved by the Board/Board approval is not required and the Company is a party to such agreements: within 12 hours. • If the Company is not a party to such agreements: within 24 hours from the notification of such agreements to the Company in terms of 30 A of the SEBI LODR Regulations.

Event	Timing of Disclosure
business is not required to be disclosed unless the agreements, 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 other provisions of SEBI LODR Regulations	
9. Fraud/defaults by promoters/ KMPs/, director, the Company, senior management or subsidiary or arrest of KMP/promoter, senior management, director whether occurred within India or abroad.	Within 24 hours from the occurrence of the following: Where the fraud relates to the Company, the timelines stipulated for making disclosures to the stock exchanges would begin: (i) once a prima facie assessment of fraud having occurred is completed, or (ii) upon the expiry of 4 weeks from the time when the company becomes aware of the alleged fraud, whichever is earlier. Further, the Company shall be required to make final disclosure once the investigation is fully concluded. Where the allegation of fraud does not involve the Company or is not in relation to the affairs of such Company, but pertains to its promoter, director, key managerial personnel, senior management or subsidiary, the obligation of the Company to make a disclosure shall trigger once an officer has become aware of the occurrence of fraud, through credible and verifiable channels of communication in relation to the relevant parties. In case of arrest, 24 hours from the arrest.
10. Change in Directors, KMPs (Manager, chief executive officer, chief financial officer, company secretary etc.) Auditor, senior management or Compliance Officer	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • <u>If not approved by the Board/Board approval is not required:</u> within 12 hours (if no resignation) or within 24 hours (if pursuant to a resignation). • <u>If the Company is not a party</u>: within 24 hours.

Event	Timing of Disclosure
11. Resignation of the auditor of the Company along with reasons for the resignation	• **Resignation**: Within 12 hours • **Detailed reasons for resignation**: As soon as possible and not later than 24 hours of receipt of such reasons from the auditor.
12. Resignation of the independent director along with reasons for resignation and such other details as required under sub-para 7B of para A of Part A of Schedule III of SEBI LODR Regulations	• **Resignation**: Within 12 hours • **Disclosures in accordance with para 7B of Part A of Schedule III of the SEBI LODR Regulations**: 7 days
13. Resignation of KMP, senior management, compliance officer or director other than an independent director along with detailed reasons.	• **Resignation**: Within 12 hours • **Detailed reasons for resignation**: Within 7 days from the date the resignation comes into effect. When disclosing a copy of the resignation letter to stock exchanges, the Company may redact portions from such resignation letter, other than the detailed reasons for resignation.
14. Indisposition or unavailability of the MD/Manager of the Company to fulfil the requirements of the role in a regular manner for more than forty-five days in any rolling period of ninety days along with the reasons	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • Within 12 hours from the end of the forty fifth day in any rolling period of ninety days.
15. Appointment/discontinuation of Share Transfer Agent.	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • Within 12 hours from the appointment/ termination.
16. Resolution Plan/ Restructuring in relation to loans/borrowings from banks/financial institutions.	Within 24 hours from the execution of the binding agreement with the lenders.
17. One time settlement agreement entered into with banks.	Within 24 hours from the execution of binding agreement with the banker.
18. Winding up petition filed by any Party/ creditors.	Within 24 hours from the receipt of notice by the NCLT on the admission of petition.
19. Issuance of notices, call letters, resolution	• <u>If approved by the Board:</u> Within such

Event	Timing of Disclosure
and circulars sent to shareholders, debenture holders or creditors or any class of them or advertised in the media by the Company.	timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • If not approved by the Board/Board approval is not required: within 12 hours
20. Proceedings of the annual and extraordinary general meetings of the Company	Within 12 hours from the conclusion of meeting.
21. Amendments to MOA/AOA	Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column.
22. Schedule of Analyst/ institutional investor meets and presentations made by Company to analysts or institutional investors. Audio or video recordings and transcripts of post earnings/quarterly calls, conducted physically or through digital means	The schedule of meetings at least two working days in advance (excluding the date of the intimation and the date of the meeting). The 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. Audio recordings made by the Company to be made available on the Company's website before the next trading day or 24 hours from the conclusion of such calls. The video recordings, if any, shall be made available on the website within 48 hours from the conclusion of such calls. The transcripts of such calls shall be made available on the website along with simultaneous submission to the recognized stock exchanges within 5 working days of the conclusion of such calls. For analysts or institutional investors meet which are scheduled by the Company at short notice for urgent matters, the requirement of providing at least two working days' notice in advance may be dispensed with. In such a case, the schedule of meetings should simultaneously be submitted to the stock exchanges along with the explanation for the short notice. Further, the meeting shall not be preceded or succeeded by any one-to-one meetings.
23. Events as required under para A of Part A of	Within 24 hours from the occurrence of the

Event	Timing of Disclosure
Schedule III in relation to the corporate insolvency resolution process (CIRP) of a listed corporate debtor under the Insolvency Code	event.
24. Initiation of forensic audit	• If approved by the Board: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • Within 12 hours (if initiated by the Company) • Within 24 hours (if initiated by an external agency)
25. Announcement or communication through social media intermediaries or mainstream media by directors, promoters, KMP or senior management of the Company, in relation to any event or information which is material for the Company in terms of Regulation 30 of SEBI LODR Regulations and is not already made available in the public domain by the Company.	Within 24 hours from the announcement or communication.
26. Action(s) initiated or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company and having an impact on operations, financial position or reputation of the Company in respect of items specified in sub-para 19 of para A of Part A of Schedule III of the SEBI LODR Regulations and as per the .	Within 24 hours of the receipt of such orders or actions being initiated.
27. Action(s) taken or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, KMP, senior management, Promoter or subsidiary, in relation to the Company and having an impact on operations, financial position or reputation of the Company in respect of items specified in sub-para 20 of para A of Part A of Schedule III of the SEBI LODR Regulations.	Within 24 hours of the receipt of such orders or actions being taken. Imposition of fine or penalty which are lower than the monetary thresholds specified under Para A(20) of Part A of Schedule III of LODR shall be disclosed quarterly as part of Integrated Filing (Governance).
28. Prior intimations of the Board meeting dates	2 clear working days in advance of the

Event	Timing of Disclosure
in which proposals are to be considered for: - Financial results - Proposal for buy back - Proposal for voluntary delisting of securities - Fund raising by way of issue of securities through public offer, rights, issue of ADR/GDR, FCCBs, qualified institutional placement, debt issue, preferential issue etc. and for determination of price (prior intimation of AGM/EGM date also required to be given) - Declaration of dividend - Recommendation of dividend - Passing over dividend - Issue of convertible securities - Proposal for declaration of bonus securities - any alteration in the form or nature of any of its securities that are listed on the stock exchange or in the rights or privileges of the holders thereof - any alteration in the date on which, the interest on debentures or bonds, or the redemption amount of redeemable shares or of debentures or bonds, shall be payable	meeting date..
29. Voluntary revision of financial statements or the report of the board of directors of the Company under Section 131 of the Companies Act, 2013	• If approved by the Board: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the previous column. • If not approved by the Board/Board approval is not required: within 12 hours

The Company may be guided by the following thresholds for disclosing events or information by applying materiality thresholds. With respect to the quantitative criteria below, the factors will be determined basis the criteria prescribed in sub-clause (c) of clause (i) of sub-regulation (4) of Regulation 30 of the SEBI LODR Regulations.

Event	Materiality guidelines - impact by	Timing of disclosure
Commencement/ postponement of commercial production or commercial operations of any unit/division. It is clarified that Trial production will not be considered as commencement of commercial production for the purpose of this disclosure. Further, as capacity addition is also a reportable event, this disclosure is to be made with relevance to the disclosure already for capacity addition as per the materiality thresholds determined for that event.	Lower of the following: a) Expected impact on turnover to 2% of consolidated turnover; or b) Expected impact on profit/ loss to 5% of average PAT	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the commencement or postponement of production/ operations. • <u>If not approved by the Board/Board approval is not required</u>: within 12 hours from the commencement or postponement of production/ operations.
Arrangements for strategic, technical, manufacturing, marketing tie-ups, Adoption of new lines of business or closure of operations of any unit/ division or subsidiary(in entirety or piecemeal)	Lower of the below: a. Capital invested or to be invested for such tie-up/new line of business to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT Lower of the below: a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT The guidelines for business segments as provided in applicable Accounting standards may be used for determining the line of business.	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the first column. • <u>If not approved by the Board/Board approval is not required</u>: within 12 hours of entering into such arrangements.
Capacity addition or product launch (will include expansion plans and	Capacity addition: Lower of the below:	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board

Event	Materiality guidelines - impact by	Timing of disclosure
execution of new projects)	a. Capital invested or to be invested to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT Product launch: Lower of the below: a. Capital invested or to be invested for product launch to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT.	meeting approving the formal launch of the product or increase in capacity. • <u>If not approved by the Board/Board approval is not required</u>: within 12 hours from the formal launch of the product or increase in capacity.
Awarding, bagging, receiving orders or contracts not in the normal course of business.	Lower of the below: a. Expected capital expenditure to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT	Within 24 hours of receipt of the order or the contract.
Amendment/ termination/revisions of orders/ contracts not in the normal course of business.	Lower of the below, as may be applicable: a. Expected impact on balance sheet (increase in liability in terms of amount of loan) to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving amendment/termination. • <u>If not approved by the Board/Board approval is not required and the Company is a party</u>: within 12 hours from the amendment/termination. • <u>If not approved by the Board/Board approval is not required and the Company is not a party:</u> within 24 hours from the amendment/termination.

Event	Materiality guidelines - impact by	Timing of disclosure
		It is clarified that information which is confidential and proprietary to the business of the Company need not be disclosed.
Loan agreements not in normal course of business including revision(s) or amendment(s) or termination(s) thereof.	Lower of the below, as may be applicable: a. Expected impact on balance sheet (increase in liability in terms of amount of loan) to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT Loan agreements for both long term and working capital loans availed in normal course of business are not to be considered for this disclosure.	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving execution of the agreement/ amendment/termination. • <u>If not approved by the Board/Board approval is not required and the Company is a party</u>: within 12 hours. • <u>If not approved by the Board/Board approval is not required and the Company is not a party:</u> within 24 hours from execution of the agreement/amendment/termination. It is clarified that the Company will not be obliged to disclose information/ revisions which are confidential to the Company.
Agreements which are binding and not in normal course of business including revision(s) or amendment(s) or termination(s) thereof.	Lower of the below, as may be applicable: a. Expected impact on balance sheet (increase in liability in terms of amount of loan) to 2% of consolidated net worth; or b. Expected impact on turnover to 2% of consolidated turnover; or c. Expected impact on profit/ loss to 5% of average PAT	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the execution of the agreement/amendment/termination. • <u>If not approved by the Board/Board approval is not required and the Company is a party</u>: within 12 hours from execution of the agreement/ amendment / termination.

Event	Materiality guidelines - impact by	Timing of disclosure
		• <u>If not approved by the Board/Board approval is not required and the Company is not a party:</u> within 24 hours from execution of the agreement/amendment/ termination. It is clarified that information confidential to the Company need not be disclosed.
Disruption of operations of one or more units or divisions due to Strikes / Lockouts / Closure	Lower of the below: a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT	Within 24 hours of the occurrence of the event. The event is said to have occurred when the Company or its Officer (including Promoter) has or ought to have reasonably come into possession of the information in course of his/her duty.
Disruption of operations of one or more units or divisions due to natural calamity or force majeure conditions like fire, earthquake etc.	Lower of the below: a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT	Within 24 hours of occurrence of the event. The event is said to have occurred when the Company or its Officer (including Promoter) has or ought to have reasonably come into possession of the information in course of his duty.
Effects arising out of change in regulatory framework applicable to the Company.	Lower of the below: a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT	Within 24 hours of announcement of the change.
Pendency of any litigation(s) or dispute(s) or the outcome thereof including receipt of a show cause notice from any regulatory, statutory, enforcement authority which may have an impact on the Company. In case the amount involved in the ongoing litigations or	Lower of the below: a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT	<u>Non-tax related:</u> Within 24 hours of becoming a party to the dispute/litigation/ action. And till the litigation is concluded or dispute is resolved. If all the relevant information,

Event	Materiality guidelines - impact by	Timing of disclosure
disputes with an opposing party becomes material on a cumulative basis, then the same shall also be disclosed. For litigations or disputes having similar question of law and/or factual matrix such that there is a likelihood of similar outcome of proceedings, the Company shall disclose such matters, if the aggregate / cumulative amount involved in all such matters cross the materiality threshold. The requirement of aggregation / cumulation will not be applicable only on the account of: (i) the opposite party being the same person in more than one matter, or (ii) the litigation involving the Company and its subsidiaries. It is clarified that the likelihood of similar outcome of proceedings, shall refer to a negative outcome for the Company in one proceeding which may lead to similar negative outcomes in the other matters. Matters involving the tax authorities (as common opposite party) with different facts and outcome of which are not inter-related, should not be cumulated. Further, matters initiated by or against the Company and its subsidiary against or by a common opposite party, with different facts and outcome of which are not inter-related, should not be cumulated.		in respect of claims which are made against the Company under any litigation or dispute, other than tax litigation or dispute, is maintained in the structured digital database 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 72 hours of receipt of the notice by the Company. <u>Tax related:</u> Tax litigations or disputes, including demand notices, penalties, etc., shall be disclosed based on application of criteria for materiality in the following manner: (i) Disclosure of new tax litigations or disputes within twenty-four hours from the receipt of notice by the Company. (ii) Quarterly updates on ongoing tax litigations or disputes as part of Integrated Filing (Governance) report. (iii) Tax litigations or disputes, the outcomes of which are likely to have a high correlation, should be cumulated for determining materiality.
Frauds/ defaults by	Lower of the below:	Within 24 hours from the time

Event	Materiality guidelines - impact by	Timing of disclosure
employees which has or may have an impact on the Company	a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT	of receipt of information on occurrence of default or receipt of the investigation report establishing the fraud. In case of arrest, 24 hours from the arrest.
Options to purchase securities including ESOP/ESPS scheme	Lower of the below: a. Expected increase in capital to 2% of consolidated net worth; or b. Expected impact on profit/ loss to 5% of average PAT	• If approved by the Board: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the first column. • If not approved by the Board/Board approval is not required: within 12 hours of the grant of options.
Giving guarantees / indemnity / becoming a surety for third party.	Lower of the below: a. Expected impact on balance sheet (increase in liability in terms of amount of guarantee, indemnity, surety, etc.) to 2% of consolidated net worth; or b. Expected impact on profit/ loss in case the guarantee / indemnity / surety is invoked to 5% of average PAT.	• If approved by the Board: Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the first column. • If not approved by the Board/Board approval is not required: within 12 hours of signing the agreement.
Granting, withdrawal, surrender, cancellation or suspension of key licenses/ regulatory approvals	Lower of the below: a. Expected impact on turnover to 2% of consolidated turnover; or b. Expected impact on profit/ loss to 5% of average PAT	Within 24 hours of occurrence of the event
Events or information with respect to subsidiaries	value or the expected impact in terms of value, exceeds the lower of the following:- a) two percent of turnover, as per the last annual audited consolidated financial statements of the Company; b) two percent of net worth, as	Within 24 hours of intimation to the Company.

Event	Materiality guidelines - impact by	Timing of disclosure
	per the last annual audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative; c) five percent of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company	
Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority	Value or the expected impact in terms of value, exceeds the lower of the following:- a) two percent of turnover, as per the last annual audited consolidated financial statements of the Company; b) two percent of net worth, as per the last annual audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative; c) five percent of the average of absolute value of profit or loss after tax, as per the last three annual audited consolidated financial statements of the Company	• <u>If approved by the Board:</u> Within such timeline as stipulated in Clause 3(i) from the closure of board meeting approving the event highlighted in the first column. • <u>If not approved by the Board/Board approval is not required:</u> within 12 hours from such delay or default. *Disclosure of fine or penalty of Rs. 1 lakh or more imposed by sectoral regulator or enforcement agency as set out in the Industry Standard note and fine or penalty of Rs. 10 lakhs or more imposed by other authority or judicial body shall be disclosed within 24 hours and fine or penalty imposed which are lower than the monetary thresholds shall be disclosed on a quarterly basis in the format as may be specified.*
Any other major development likely to impact business such as	value or the expected impact in terms of value, exceeds the lower of the following:- a) two percent of turnover, as per the last annual audited consolidated financial statements of the Company; b) two percent of net worth, as	Within 24 hours of occurrence of the event.

Event	Materiality guidelines - impact by	Timing of disclosure
	per the last annual audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative; c) five percent of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company	
Emergence of new technologies, expiry of patents, change in accounting policy etc.	Value or the expected impact in terms of value, exceeds the lower of the following:- a) two percent of turnover, as per the last annual audited consolidated financial statements of the Company; b) two percent of net worth, as per the last annual audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative; c) five percent of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company	Within 24 hours of occurrence of the event.

- Interpretation of "value or the expected impact in terms of value": In computing the "expected impact in terms of value" of an event/information, the Company shall, where applicable, consider the expected impact in the four ensuing quarters (including the quarter in which the event occurs if the event occurs in the first 60 days of the quarter).

- Disclosure / non-disclosure would typically be in compliance with the regulatory requirements if while undertaking the assessment of the "value" and "expected impact in terms of value", the Company places reliance on the principles for measurement set out under the applicable accounting standards (such as the PPR test formulated basis the principles for measurement set out under Ind AS 37), so as to ensure consistency between the disclosures made to the stock exchanges, and the disclosures made in the financial statements. For instance, if the outcome for a matter (above the materiality threshold)

falls within probable or possible category then it may be disclosed, however, if it falls within remote category then disclosure may not be required under Para B(8) of Part A of Schedule III.

- Disclosure of an event under Para B of Part A of Schedule III would be required to be made if the gross amount involved in such event exceeds the materiality threshold. However, the Company may disclose details of indemnity and insurance claims which could mitigate the expected impact, if any, in respect of such event to provide more context while making the disclosure.

- The Company, while evaluating the expected impact (and subsequently, the disclosure requirement) of pending litigation / dispute / order / action initiated or taken may also consider whether the same is confidential in nature under any applicable law and/or requirement / direction of any regulatory, statutory, judicial or quasi-judicial authority, or any tribunal and accordingly make the disclosure.

- In case an event or information is required to be disclosed by the Company in terms of this policy, pursuant to the receipt of a communication from any regulatory, statutory, enforcement or judicial authority, the Company shall disclose such communication, along with the event or information, unless disclosure of such communication is prohibited by such authority.

- Consolidated turnover, net worth and profit/loss shall be as per the last audited consolidated financial statements of the Company and the average PAT shall be average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Company.

4. Determination of occurrence of a material event:

The Company and its Manager will determine the occurrence of a Material event or information, in compliance with Annexure 19 of the SEBI Master Circular, or any other guidance note, circular, clarification or FAQs released by SEBI from time to time in relation to Regulation 30 of the SEBI LODR Regulations, which includes the following:

(a) In instances where discussions, negotiations or approvals are required, the event shall have occurred at the time of receipt of approval of the Board (for instance, in case of a rights issue), and in certain cases after receipt of both Board and shareholder approval;

(b) In instances where discussions, negotiations or approvals are required, which involve price sensitivity (for instance, in case of declaration of dividends, etc), the event shall have occurred on receipt of Board approval, pending shareholders' approval; and

(c) In instances which do not involve discussions, negotiations or approvals (such as natural calamities, disruptions, etc.) the event shall have occurred when the Company becomes aware of the events or information, or as soon as an Officer of the Company has, or ought to have reasonably come into possession of the information in the course of the performance of duties.

5. Corporate disclosure practices:

The Company's code for corporate disclosure practices for prevention of Insider trading approved by the Board and placed on the website of the Company which lays down the norms for disclosure of price sensitive information, overseeing and coordinating the disclosures, manner of responding to market rumours etc. will be binding on the Company and will run parallel to this manual.

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