

## POLICY ON DETERMINATION OF MATERIALITY OF DISCLOSURES

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

### 1. POLICY STATEMENT

- 1.1 Hindustan Aeronautics Limited (“**Company**”) is committed to being open and transparent with all stakeholders and in disseminating information in a fair and timely manner. The SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**Listing Regulations**”) makes it mandatory for listed companies to formulate a policy for determining materiality of events or information that warrant disclosures to investors. The Policy outlines the guidelines to be followed by the Company for the consistent, transparent, regular and timely public disclosure and dissemination of material events / information. In this context a Policy on Determination of Materiality of Disclosures (“**Policy**”) is being framed and implemented. The Company is committed to adhere to the highest standards of disclosure and dissemination of information to its stakeholders in terms of applicable statutes.

### 2. DEFINITIONS

In this Policy, unless the context otherwise requires:

“**Act**” means the Companies Act, 2013 and rules framed there under as amended from time to time.

“**Board**” means the Board of Directors of Hindustan Aeronautics Limited;

“**Company**” means “Hindustan Aeronautics Limited”

“**Materiality**” in a business parlance, means a concept or convention within auditing, accounting and securities regulations relating to the importance/significance of an amount, transaction, or discrepancy.

“**Listing Regulations**” means the Securities Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 and amendments made there under.

All words and expressions used but not defined in this Policy shall derive their meaning from the Act, SEBI Act, 1992, Securities Contract (Regulation) Act, 1956, the Depositories Act, 1996, and / or the rules and regulations or any statutory modification or re-enactment thereto, as the case may be.

### **3. OBJECTIVE OF THE POLICY**

3.1 The objectives of the Policy are as follows:

- (a) To ensure that the Company complies with the disclosure obligations to which it is subject to as laid down by the Listing Regulations various securities laws and other applicable legislations;
- (b) To ensure that the information disclosed by the Company is timely and transparent;
- (c) To ensure the corporate documents and public statements are accurate and do not contain any mis-representation;
- (d) To provide a framework that supports and fosters confidence in the quality and integrity of information released by the Company;
- (e) To ensure uniformity in Company's approach to disclose, raise awareness and reduce the risk of selective disclosure;
- (f) To lay down the aspects for determining the materiality of the events / information and the time frame within which the information should be disclosed.

3.2 The Policy has been framed with the objective of providing adequate and appropriate disclosures that are consistent with the facts of the material events. The Company shall ensure timely and accurate disclosure on all material matters including the financial situation, performance, ownership, and governance of the Company.

### **4. TYPE OF INFORMATION**

4.1 The information covered by this Policy shall be the "information related to the Company's business operations or performance which has a significant effect on the securities investment decisions" that the Company is required to disclose in a timely and appropriate manner by applying the guidelines for assessing materiality.

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

5.1 Certain information is deemed Material Information as defined under Para A of Part A of Schedule III and Regulation 31A (8) of the Listing Regulations. An illustrative list of such deemed Material Information is attached as **Annexure-A**.

5.2 In addition to above deemed Material Information, materiality of an event / information must be subject to following two considerations:

**5.2.1 Qualitative criteria for determining materiality:**

- (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; or
- (c) Any major change in government policies affecting the business of the Company; or
- (d) Any order from Court, Judicial Authority or Regulator, which may affect the operations of the Company substantially; or
- (e) Any adverse coverage at National level.

**5.2.2 Quantitative criteria for determining materiality**

Where the value involved or the impact of any transaction exceeds 5% of the Profit After Tax of the Company on the basis of last annual audited results.

5.3 An illustrative list of such Material events / information as defined under Para B of Part A of Schedule III of the Listing Regulations and SEBI circular is attached as **Annexure-B**.

5.4 Further, an Illustrative guidance on when an event / information has occurred are attached as **Annexure-C** to the Policy.

**6. DISCLOSURES OF EVENTS OR INFORMATION**

6.1 The Company shall make disclosure and intimation of following material events / information to the Exchange(s), within Thirty (30) minutes of the closure of the meeting:

- (i) 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;
- (ii) any cancellation of dividend with reasons thereof;

- (iii) the decision on buyback of securities;
- (iv) the decision with respect to fund raising proposed to be undertaken;
- (v) increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares would be credited/dispatched;
- (vi) 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;
- (vii) short particulars of any other alterations of capital, including calls;
- (viii) financial results;

Note: In case of board meeting being held for more than one day, the financial results shall be disclosed within thirty minutes of end of the meeting for the day on which it has been considered.

- (ix) 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.

6.2 The Company shall make disclosure of all material events / information other than the material events / information as mentioned above in para 6.1 of this Policy, as soon as reasonably possible and not later than twenty four (24) hours from the occurrence of such event or information.

6.3 The Company shall make disclosure of all material events / information in the following manner:

- (i) Inform the stock exchanges on which the securities of the Company are listed;
- (ii) Upload on the website of the Company.

Further, in case the disclosure is made beyond the time as specified, the Company shall along with such disclosure(s) provide an explanation for the delay.

## 7. PROCESS OF DISCLOSURES OF MATERIAL INFORMATION AND ITS IMPLEMENTATION

- 7.1 In case any Head of the Department (HoD) becomes aware of any material event/information as laid down in the Policy and Schedule III of the Listing Regulations, the concerned HoD shall immediately inform about the said material event / information to the Compliance Officer of the Company.
- 7.2 If the said event/information is covered under Para A of Part A of Schedule III and Regulation 31A (8) of the Listing Regulations (as attached in as **Annexure-A**) then the Compliance Officer shall take all requisite measures to disseminate the information to the Stock Exchanges within the stipulated time period.
- 7.3 If the said event/information is covered under Para B of Part A of Schedule III of the Listing Regulations (as attached in **Annexure-B**) then the Chairman & Managing Director and the Director (Finance) of the Company (**“Authorised KMP”**) would determine in consultation with the respective Head of the Department, whether the said event / information is material for the purposes of making disclosures to the stock exchanges and on the website of the Company, in terms of the criteria laid down in this Policy read with the Listing Regulations.
- 7.4 Any information/event as per Para C of Part A of Schedule III of the Listing Regulations viz. major development that is likely to affect business, e.g. emergence of new technologies, expiry of patents, 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, shall be disclosed to the stock exchanges and on the website of the Company.
- 7.5 In addition to the information / event specified under Para A, B and C of Part A of Schedule III of the Listing Regulations, the Company shall also disclose the event/information as specified by the Board from time to time to the stock exchanges and on the website of the Company.
- 7.6 The Compliance Officer shall make adequate disclosure of the said event/information to the stock exchanges as per the timeframe defined in this Policy and the Listing Regulations. In the absence/unavailability of the Compliance Officer, the Chairman & Managing Director or the Director (Finance) shall make adequate disclosure of the said event/information to the stock exchanges. Subsequently, the said disclosures are required to be taken on record by the Board in their next meeting.

## **8. DISSEMINATION OF POLICY**

- 8.1 This Policy shall be hosted on the website of the Company and address of such web link thereto shall be provided in the Annual Report of the Company. This Policy shall also be hosted on Company's intranet.

## **9. AMENDMENTS**

If the terms of this Policy differ from any existing or newly enacted law, rule, regulation or standard governing the Company, the law, rule, regulation or standard will take precedence over this Policy until this Policy is changed to conform to the law, rule, regulation or standard.

## ANNEXURE A

A. Details which the Company needs to disclose for the events that are **deemed to be material** as specified in Para A of Part A of Schedule III, Regulation 31A (8) of Listing Regulations and other circulars issued by SEBI from time to time:

**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 “arm’s length”;
- (c) industry to which the entity being acquired belongs;
- (d) objects and effects of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the Company);
- (e) brief details of any governmental or regulatory approvals required for the acquisition;
- (f) indicative time period for completion of the acquisition;
- (g) nature of consideration – whether cash consideration or share swap and details of the same;
- (h) cost of acquisition or the price at which the shares are acquired;
- (i) percentage of shareholding / control acquired and / or number of shares acquired;
- (j) brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last three (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 disclosure, “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 “arm’s length”;
- (c) area of business of the entity(ies);
- (d) rationale for amalgamation/ merger;
- (e) in case of cash consideration – amount or otherwise share exchange ratio;
- (f) brief details of change in shareholding pattern (if any)of the Company.

**1.3. De-merger:**

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

**1.4. Sale or disposal of unit(s) or division(s) 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 “arm’s 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.

Explanation: 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 (3) 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 thirty (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;  

Note: In case of board meeting being held for more than one day, the financial results shall be disclosed within thirty minutes of end of the meeting for the day on which it has been considered.
- 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), agreement(s)/treaty(ies)/contract(s) with media companies) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:**

- (a) name(s) of parties with whom the agreement is entered;
- (b) purpose of entering into the agreement;
- (c) shareholding, if any, in the entity with whom the agreement is executed;
- (d) significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
- (e) whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship;
- (f) whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;
- (g) in case of issuance of shares to the parties, details of issue price, class of shares issued;
- (h) any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of such agreements, etc;
- (i) in case of termination or amendment of agreement, the 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. 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 (Chairman & Managing Director, 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), if available;
- 7.4. disclosure of relationships between directors (in case of appointment of a director), if any.

**7A. In case of resignation of the auditor, detailed reasons for resignation of auditor, as given by the said auditor, in the format specified by SEBI vide its Circular No. CIR/CMD/CMD1/114/2019 dated October 18, 2019 or such other format as may be specified by SEBI from time to time, as soon as possible but not later than twenty four (24) hours of receipt of such reasons from the auditor.**

**Audit Committee shall deliberate upon all the concerns raised by the auditor with respect to its resignation as soon as possible, but not later than the date of next Audit Committee meeting and communicates its views to the management, and to the Stock Exchanges as soon as possible but not later than twenty four (24) hours after the date of such Audit Committee meeting.**

**7B. In case of resignation of an independent director, the following disclosures shall be made to the stock exchanges as soon as possible but not later than seven (7) days from the date of resignation:**

- (a) Letter of resignation along with detailed reasons for the resignation of independent directors as given by the said director.

- (b) Letter of Confirmation from the independent director that there is no material reasons other than those provided for the resignation.
- (c) Name of other listed entities in which the resigning director holds directorship indicating the category of directorship and membership of board committees, if any.

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

- (a) reason for appointment or discontinuation;
- (b) date on which above would become effective.

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

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

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

- (a) reasons for opting for OTS;
- (b) brief summary of the OTS.

**11. Reference to BIFR and winding-up petition filed by any party / creditors:**

- (a) reasons for such a reference/petition;
- (b) impact of such reference/petition on Company.

**12. Issuance of notices, call letters, resolutions and circulars sent to shareholders, debenture holders or creditors or any class of them or advertised in the media by the Company and the following:**

- (a) date of notice/call letters/resolutions etc.;
- (b) brief details viz. agenda (if any) proposed to be taken up, resolution to be passed, manner of approval proposed etc.

**13. Proceedings of annual and extraordinary general meetings of the Company and the following details in brief:**

- (a) date of the meeting;
- (b) brief details of items deliberated and results thereof;

(c) manner of approval proposed for certain items (e-voting etc.).

14. **Amendments to memorandum and articles of association of Company, in brief.**
15. (a). **Schedule of analyst or institutional investor meet and presentations on financial results made by the Company to analysts or institutional investors.**
  - <sup>1</sup>(b). **Audio or video recordings and transcripts of post earnings/quarterly calls, by whatever name called, conducted physically or through digital means, simultaneously with submission to the stock exchange(s), in the following manner:**
    - (i) **the presentation and the audio/video recordings shall be promptly made available on the website and in any case, before the next trading day or within twenty-four hours from the conclusion of such calls, whichever is earlier;**
    - (ii) **the transcripts of such calls shall be made available on the website within five working days of the conclusion of such calls.**
16. **The following events in relation to the corporate insolvency resolution process (CIRP) of a listed corporate debtor under the Insolvency Code:**
  - 16.1 Filing of application by the corporate applicant for initiation of CIRP, also specifying the amount of default;
  - 16.2 Filing of application by financial creditors for initiation of CIRP against the corporate debtor, also specifying the amount of default;
  - 16.3 Admission of application by the Tribunal, along with amount of default or rejection or withdrawal, as applicable;
  - 16.4 Public announcement made pursuant to order passed by the Tribunal under section 13 of Insolvency Code;
  - 16.5 List of creditors as required to be displayed by the corporate debtor under regulation 13(2)(c) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;
  - 16.6 Appointment/ Replacement of the Resolution Professional;

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<sup>1</sup> Unless otherwise date is extended by the SEBI, the same shall be made applicable w.e.f. April 1, 2022.  
January 2022



- 16.7 Prior or post-facto intimation of the meetings of Committee of Creditors;
- 16.8 Brief particulars of invitation of resolution plans under section 25(2)(h) of Insolvency Code in the Form specified under regulation 36A(5) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;
- 16.9 Number of resolution plans received by Resolution Professional;
- 16.10 Filing of resolution plan with the Tribunal;
- 16.11 Approval of resolution plan by the Tribunal or rejection, if applicable;
- 16.12 Specific features and details of the resolution plan as approved by the Adjudicating Authority under the Insolvency Code, not involving commercial secrets, including details such as:
- (i) Pre and Post net-worth of the company;
  - (ii) Details of assets of the company post CIRP;
  - (iii) Details of securities continuing to be imposed on the companies' assets;
  - (iv) Other material liabilities imposed on the company;
  - (v) Detailed pre and post shareholding pattern assuming 100% conversion of convertible securities;
  - (vi) Details of funds infused in the company, creditors paid-off;
  - (vii) Additional liability on the incoming investors due to the transaction, source of such funding etc.;
  - (viii) Impact on the investor – revised P/E, RONW ratios etc.;
  - (ix) Names of the new promoters, key managerial persons(s), if any and their past experience in the business or employment. In case where promoters are companies, history of such company and names of natural persons in control;
  - (x) Brief description of business strategy;
- 16.13 Any other material information not involving commercial secrets;
- 16.14 Proposed steps to be taken by the incoming investor/acquirer for achieving the MPS;
- 16.15 Quarterly disclosure of the status of achieving the MPS;
- 16.16 The details as to the delisting plans, if any approved in the resolution plan.
- 17. The following events in relation to reclassification of any person as Promoter / Public:**

- 17.1 receipt of request for re-classification from the promoter(s) seeking re-classification;
  - 17.2 minutes of the board meeting considering such request which would include the views of the board on the request;
  - 17.3 submission of application for re-classification of status as promoter/public;
  - 17.4 decision of the stock exchanges on such application as communicated to Company.
- 18. Any default on loans, including revolving facilities, like cash credit from banks/ financial institutions shall be disclosed promptly, but not later than twenty four (24) hours from the thirtieth (30<sup>th</sup>) day of default. However, in case of unlisted debt securities, i.e. Non-Convertible Debt (NCDs) and Non-Convertible Redeemable Preference Shares (NCRPS), any default shall be disclosed promptly, but not later than twenty four (24) hours from the occurrence of the default.**

Explanation: The term "Default" shall mean non-payment of the interest or principal amount in full on the date when the debt has become due and payable (pre-agreed payment date).

Provided that for revolving facilities like cash credit, 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 (30) days.

- 19.** The following information in relation to initiation of forensic audit (by whatever name called) shall be disclosed:
- (a) The fact of initiation of forensic audit along with the name of the entity initiating the audit and reason for the same;
  - (b) Final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any.

Explanation: Forensic Audit is an examination and evaluation of an individual or an entity's financial information for use as an evidence in the Court of Law.

## ANNEXURE-B

### **B. Details which a Company need to disclose for events on which the Company may apply materiality in terms of Para B of Part A of Schedule III of Listing Regulations of Listing Regulations**

#### **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 “arm’s length”;
  - (ix) size of the entity(ies);
  - (x) rationale and benefit expected.
- (b) In the event that any such arrangement is called off for any reason, the same shall be disclosed along with the reasons for calling off the proposal.

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

- (a) industry or area to which the new line of business belongs to;
- (b) expected benefits;
- (c) estimated amount to be invested.

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

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

**3. Capacity addition or product launch**

**3.1. Capacity addition:**

- (a) existing capacity;
- (b) existing capacity utilization;
- (c) proposed capacity addition;
- (d) period within which the proposed capacity is to be added;
- (e) investment required;
- (f) mode of financing;
- (g) rationale.

**3.2. Product launch:**

- (a) name of the product;
- (b) date of launch;
- (c) category of the product;
- (d) whether caters to domestic/ international market;
- (e) name of the countries in which the product is launched (in case of international).

**4. Awarding, bagging/ receiving, amendment or termination of awarded/bagged orders/contracts, not in the normal course of business:**

**4.1. Awarding of order(s)/contract(s):** Only important terms and conditions which may be as under needs to be disclosed:

- (a) name of the entity to which order(s)/contract(s) is awarded;
- (b) whether order(s) / contract(s) is awarded to domestic/ international entity;
- (c) significant terms and conditions of order(s)/contract(s) awarded, in brief;
- (d) time period, if any, associated with the order(s)/contract(s);
- (e) broad commercial consideration or size of the order(s)/contract(s);
- (f) whether the promoter/ promoter group/group companies have any interest in that entity to whom the order(s)/contract(s) is awarded? If Yes, nature of interest and details thereof;
- (g) whether the same would fall within related party transactions? If yes, whether the same is done at “arm’s length”.

4.2. **Bagging/Receiving of orders/contracts:** Only important terms and conditions which may be as under needs to be disclosed:

- (a) name of the entity awarding the order(s)/contract(s);
- (b) significant terms and conditions of order(s)/contract(s) awarded in brief;
- (c) whether order(s) / contract(s) have been awarded by domestic/ international entity;
- (d) nature of order(s) / contract(s);
- (e) whether domestic or international;
- (f) time period by which the order(s)/contract(s) is to be executed;
- (g) broad consideration or size of the order(s)/contract(s);
- (h) whether the promoter/ promoter group / group companies have any interest in the entity that awarded the order(s)/contract(s)? If yes, nature of interest and details thereof;
- (i) whether the order(s)/contract(s) would fall within related party transactions? If yes, whether the same is done at “arm’s length”.

4.3. **Amendment or termination of orders/contracts:**

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

5. **Agreements (viz. loan agreement(s) (as a borrower) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:**

Only important terms and conditions which may be as under needs to be

disclosed:

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

## ANNEXURE C

### Guidance on when an event/information has occurred

1. The Company may be confronted with the question as to when an event/information can be said to have occurred.
2. In certain instances, the answer to above question would depend upon the stage of discussion, negotiation or approval and in other instances where there is no such discussion, negotiation or approval required viz. in case of natural calamities, disruptions etc, the answer to the above question would depend upon the timing when the Company became aware of the event/information.
3. In the former, the events/information can be said to have occurred upon receipt of approval of Board of Directors e.g. further issue of capital by rights issuance and in certain events/information after receipt of approval of both i.e. Board of Directors and Shareholders.

However, considering the price sensitivity involved, for certain events e.g. decision on declaration of dividends etc., disclosure shall be made on receipt of approval of the event by the Board of Directors, pending Shareholder's approval.

4. In the latter, the events/information can be said to have occurred when a Company becomes aware of the events/information, or as soon as, an officer of the entity has, or ought to have reasonably come into possession of the information in the course of the performance of his duties.

Here, the term 'officer' shall have the same meaning as defined under the Companies Act, 2013 and shall also include promoter of the Company.

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