



KEMP & COMPANY LTD.

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January 7, 2016

Bombay Stock Exchange Ltd.,
Phiorze Jeejeebhoy Towers,
Dalal Street
Mumbai- 400 023

Code No. 506530

Dear Sir,

Re: Compliance of the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

In accordance with Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Board of Directors of the Company has approved and adopted a "Policy on determination of materiality of events/information" (hereinafter referred to as "the Policy"). The following Key Managerial Personnel of the Company have been authorized for the purpose of determining materiality of events/information and making disclosures of the Stock Exchanges under the regulation, as detailed in the Policy:

Mrs. Shalini Piramal Managing Director Kemp & Company Limited 5 th Floor, DGP House, 88C, Old Prabhadevi Road Mumbai- 400 025 Phone-022 66539000	Mr. Sunil Gupta Chief Financial Officer Kemp & Company Limited 5 th Floor, DGP House, 88C, Old Prabhadevi Road Mumbai- 400 025 Phone-022 66539000	Mr. Kunal Chhatwani Company Secretary Kemp & Company Limited 5 th Floor, DGP House, 88C, Old Prabhadevi Road Mumbai- 400 025 Phone-022 66539000
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A copy of the aforesaid Policy is enclosed herewith.

This is for your information and record.

Thanking you,
Yours faithfully,
For Kemp & Company Limited

Kunal Chhatwani
Company Secretary

Encl.:a/a

KEMP & COMPANY LIMITED

POLICY ON PRESERVATION OF DOCUMENTS

1. Purpose and Scope

The purpose of this document is to present a policy for Kemp & Company Limited (hereinafter referred to as "the Company") regarding preservation of its documents in accordance with the provisions of the Companies Act, 2013 and in accordance with the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The policy is intended to define the Company's preservation of documents responsibilities and to provide guidance to the employees working in the Company in making decisions and undertaking other activities that may have an impact on the operations of the Company.

The policy is framed for the purpose of systematic identification, categorization, maintenance, review, retention and destruction of documents received or created in the course of business. The policy would contain guidelines on how to identify documents that need to be maintained, how long certain documents should be retained, how and when those documents should be disposed off, if no longer needed and how the documents should be accessed and retrieved when they are needed.

As stipulated under Regulation 9 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, this policy has been drafted which was adopted and approved by the Board of Directors of the Company at its meeting held on 9th November 2015. This Policy shall be effective from 1st December 2015.

The Company has classified the preservation of documents, in two categories as follows:

- a. Documents whose preservation shall be permanent in nature;
- b. Documents with preservation period of eight years after completion of the relevant transactions:

Provided that the Company may keep the documents in electronic mode

2. Principle of Responsibility of Employees for Preservation of Documents

All the permanent employees of the Company are responsible for taking into account the potential impacts on preservation of the documents in their work area and their decision to retain/preserve or destroy documents pertaining to their area. Such policy bestowing responsibility on the Company's employees would immensely benefit the Company's litigation preparedness tool to track down documents in handling the legal cases.

3. Periodical Review of the Policy by Top Management.

The Policy shall be reviewed periodically by the Board of Directors of the Company based on the amendments if any, to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 or *suo motu* or based on the recommendation, shall be effected to from time to time. The Key Managerial Personnel (KMP) may also review the policy on document retention to comply with any Local, State, Central legislations that may be promulgated from time to time as recommend to the Board for changes, if any in the Policy.

4. Suspension of Record Disposal in the event of Litigation or Claims.

In case the Company is served with any notice for request of documents or any employee becomes aware of any governmental investigation or audit concerning the Company or commencement of any litigation against the Company, such employee shall immediately inform the KMPs and any further disposal of documents shall be suspended until such time as the KMPs determine otherwise.

A) Documents whose preservation shall be permanent:

The following documents shall be preserved on permanent basis:

Sr. No.	Name of the Document	Regulation Reference*
1)	Shareholding Pattern	31 (1) (b)
2)	Quarterly Financial Results	33 (3) (a)
3)	Annual Financial Results	33 (3) (d)
4)	Annual Report	34 (1)
5)	Shareholding Pattern in case of Capital Restructuring	31 (1) (c)
6)	Voting Results by Shareholders	44 (3)
7)	Draft Scheme of Arrangement	37 (2)
8)	Yearly Disclosure of shareholding of Promoters	30 (2) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulation, 2011

* Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Note: Provided that the Company may keep the documents in electronic mode.

B) Preservation of Documents for 8 years:

The following Documents shall be preserved for 8 years:

Sl. No.	Name of the Document	Regulation Reference*
1	Statement under Grievance Redressal Mechanism	13(3)
2	Corporate Governance Report	27(2)(a)
3	Statement of deviation or variation in use of issue proceeds	32(1)
4	Compliance Certificate to the exchange about the share related activities maintained by RTA registered with SEBI	7(3)
5	Compliance Certificate w.r.t. Transfer or transmission or transposition of securities within 30 days	40(10)

6	Listing Fees	14
7	Intimation of appointment of Share Transfer Agent	7(5)
8	In-principle approval prior to issue of securities	28(1)
9	Prior Intimations of Board Meeting for financial Result	29(1)(a)
10	Prior Intimations of Board Meeting for Buyback, voluntary delisting etc	29(1)(b), 29(1) (c), 29(1)(d), 29(1) (e) and 29(1) (f)
11	Prior Intimations of Board Meeting for alteration in nature of securities	29(3)
12	Disclosure of Price Sensitive Information	30(6)
13	Shareholding Pattern prior to listing of securities	31(1)(a)
14	Record date or Date of closure of transfer books	42(2)
15	Record date for declaring dividend and /or cash bonus	42(3)
16	Change in name of listed entity	45(3)
17	Disclosure of information or events	30
18	Reconciliation of Share Capital Audit Report	55A of SEBI (Depositories and Participants) Regulations, 1996
19	Disclosures under Code of Internal Procedures And Conduct For Regulating, Monitoring And Reporting Of Trading By Insiders	10 (1)

* Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Note: Provided that the Company may keep the documents in electronic mode.

5. Website upload

The Company shall upload this Policy on its website and as and when the amendment takes place in the Policy shall ensure that the updated Policy is uploaded on its web site.

KEMP & COMPANY LIMITED

POLICY ON DISCLOSURE OF MATERIAL EVENTS OR INFORMATION

1. Preface

The Board of Directors (the “Board”) of Kemp & Company Limited (the “Company”) has adopted the following policy with regard to the disclosure of material events or information which are necessary to be disclosed to the stock exchanges in terms of Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. The Board may review and amend this policy from time to time. This policy shall be known as ‘Policy for Disclosure of Material Event or Information. This Policy will be applicable to the Company with effect from 1st December 2015

2. Policy Objective and Scope

The purpose of this document is to ascertain the requirement of disclosure of events or information to Stock Exchange(s) and define criteria for determining materiality of events and information in accordance with the provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 together with the amendments that may be made from time to time.

The policy is intended to define disclosure of events / information that are material in nature and provide guidance to the Board of Directors, Key Managerial Personnel (KMPs) and other executives and employees working in the Company in taking decisions and undertaking responsibility about making public such events / information which may materially affect the performance of the Company and thereby impact the quoted price of securities of the Company listed on the Stock Exchanges.

3. All the Words and expressions used in this Policy, unless defined hereinafter, shall have meaning respectively assigned to them under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and in the absence of its definition or explanation therein, as per the Companies Act, 2013 and the Rules, Notifications and Circulars made/issued thereunder, as amended from time to time.

4. Policy

(i) Based on the recommendation of the Key Managerial Personnel (KMPs) or *suo motu*, the Board of Directors of the Company shall determine the events which are classified under different categories to be material and / or other events having bearing on the performance of the Company and on the quoted prices of the securities of the Company, which needs to be disclosed to the Stock Exchanges where its securities are listed within such time as specified against each category.

CATEGORY A

Following events shall be deemed to be material and shall be disclosed to the Stock Exchanges where the Company's securities are listed within 24 hours from the occurrence of the Event without applying the test of materiality.

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

1.1. Acquisition (including agreement to acquire):

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

Explanation : The word 'acquisition' shall mean,- i). acquiring control, whether directly or indirectly; or, ii). acquiring or agreeing to acquire shares or voting rights in, a company, whether directly or indirectly, such that –

- a) The company holds shares or voting rights aggregating to five per cent or more of the shares or voting rights in the said company, or;
- b) There has been a change in holding from the last disclosure made under sub-clause a) of clause (ii) of the Explanation to this sub-para and such change exceeds two per cent of the total shareholding or voting rights in the said company.

1.2. Amalgamation/ Merger:

- a) name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc.;
- b) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";
- c) area of business of the entity(ies);
- d) rationale for amalgamation/ merger;
- e) in case of cash consideration – amount or otherwise share exchange ratio;
- f) brief details of change in shareholding pattern (if any) of 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 “arms length”;
- g) additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the Company with respect to such slump sale.

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

1.5. Other Restructuring:

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

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

2.1. Issuance of securities:

- a) type of securities proposed to be issued (viz. equity shares, convertibles etc.);
- b) type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);
- c) total number of securities proposed to be issued or the total amount for which the securities will be issued (approximately);
- d) in case of preferential issue, the Company shall disclose the following additional details to the stock exchange(s):
 - i. names of the investors;
 - ii. post allotment of securities - outcome of the subscription, issue price / allotted price (in case of convertibles), number of investors;
 - iii. in case of convertibles - intimation on conversion of securities or on lapse of the tenure of the instrument;

- e) in case of bonus issue, the Company shall disclose the following additional details to the stock exchange(s):
 - i. whether bonus is out of free reserves created out of profits or share premium account;
 - ii. bonus ratio;
 - iii. details of share capital - pre and post bonus issue;
 - iv. free reserves and/ or share premium required for implementing the bonus issue;
 - v. free reserves and/ or share premium available for capitalization and the date as on which such balance is available;
 - vi. whether the aforesaid figures are audited;
 - vii. estimated date by which such bonus shares would be credited/dispatched;

- f) in case of issuance of depository receipts (ADR/GDR) or FCCB, the Company shall disclose following additional details to the stock exchange(s):
 - i. name of the stock exchange(s) where ADR/GDR/FCCBs are listed (opening – closing status) / proposed to be listed;
 - ii. proposed no. of equity shares underlying the ADR/GDR or on conversion of FCCBs;
 - iii. proposed date of allotment, tenure, date of maturity and coupon offered, if any of FCCB's;
 - iv. issue price of ADR/GDR/FCCBs (in terms of USD and in INR after considering conversion rate);
 - v. change in terms of FCCBs, if any;
 - vi. details of defaults, if any, by the Company in payment of coupon on FCCBs & subsequent updates in relation to the default, including the details of the corrective measures undertaken (if any);

- g) in case of issuance of debt securities or other non convertible securities, the Company shall disclose following additional details to the stock exchange(s):
 - i. size of the issue;
 - ii. whether proposed to be listed? If yes, name of the stock exchange(s);
 - iii. tenure of the instrument - date of allotment and date of maturity;
 - iv. coupon/interest offered, schedule of payment of coupon/interest and principal;
 - v. charge/security, if any, created over the assets;
 - vi. special right/interest/privileges attached to the instrument and changes thereof;
 - vii. delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal;
 - viii. details of any letter or comments regarding payment/non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets along with its comments thereon, if any;
 - ix. details of redemption of preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures;

- h) any cancellation or termination of proposal for issuance of securities including reasons thereof.

2.2. Split/consolidation of shares:

- a) split/consolidation ratio;
- b) rationale behind the split/consolidation;
- c) pre and post share capital – authorized, paid-up and subscribed;
- d) expected time of completion;
- e) class of shares which are consolidated or subdivided;
- f) number of shares of each class pre and post split or consolidation;

- g) number of shareholders who did not get any shares in consolidation and their pre-consolidation shareholding.

2.3. Buy back of securities:

- a) number of securities proposed for buyback;
- b) number of securities proposed for buyback as a percentage of existing paid up capital;
- c) buyback price;
- d) actual securities in number and percentage of existing paid up capital bought back;
- e) pre & post shareholding pattern.

2.4. Any restriction on transferability of securities:

- a) authority issuing attachment or prohibitory orders;
- b) brief details and reasons for attachment or prohibitory orders;
- c) name of registered holders against whom restriction on transferability has been placed;
- d) total number of securities so affected;
- e) distinctive numbers of such securities if applicable;
- f) period for which order would be applicable (if stated).

2.5. Any action, which will result in alteration of the terms or structure of any existing securities, including, but not limited to:

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

3. Shareholder agreement, Joint Venture agreement, Family settlement agreement(s) (to the extent that it impacts management and control of the Company) (s)/, agreement / 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.

- 3.1 name(s) of parties with whom the agreement is entered;
- 3.2 purpose of entering into the agreement;
- 3.3 shareholding, if any, in the entity with whom the agreement is executed;
- 3.4 significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
- 3.5 whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
- 3.6 whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";
- 3.7 in case of issuance of shares to the parties, details of issue price, class of shares issued;
- 3.8 any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Company, potential conflict of interest arising out of

such agreements, etc;

3.9 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.

4. Fraud / default by promoters or key managerial personnel or by the Company or arrest of KMP or promoter

4.1 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.

4.2 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.

5. Reference to BIFR and winding-up petition filed by any party / creditors

- 5.1 reasons for such a reference/petition;
- 5.2 impact of such reference/petition on the Company.

6. Revision in ratings

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.

7. Change in Directors, KMPs, Auditors and Compliance Officer

- 7.1 reason for change viz. appointment, resignation, removal, death or otherwise;
- 7.2 date of appointment/cessation (as applicable) & term of appointment;
- 7.3 brief profile (in case of appointment);
- 7.4 disclosure of relationships between directors (in case of appointment of a director).

8. Appointment and discontinuance of share transfer agent

- 8.1 reason for appointment or discontinuation;
- 8.2 date on which above would become effective.

9. Corporate debt restructuring

- 9.1 whether CDR is voluntary and reasons for opting or referred by lenders/creditors;
- 9.2 details of the loan to be subjected to restructuring under CDR;
- 9.3 brief details of the CDR proposal (if any);
- 9.4 the following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme;
 - a) upon execution of any agreement in relation to the CDR proposal, disclose details such as date of execution, parties to the agreement and principal terms;
 - b) details of final CDR package as approved by RBI and the lenders;
 - c) lenders involved;
 - d) brief summary of the CDR scheme including details of the securities, interest payment, repayment schedule, negative and other restrictive covenants.

10. One time settlement with bank

- 10.1. reasons for opting for OTS;
- 10.2. brief summary of the OTS.

11. 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

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

12. Proceedings of the Annual or Extra General Meetings of the Company

- 12.1 date of the meeting;
- 12.2 brief details of items deliberated and results thereof; manner of approval proposed for certain items (e-voting etc.).

13. Amendments to Memorandum and Articles of Association of the Company

14. Schedule of Analyst or institutional investor meet and presentation on financial results made by the Company to analysts or institutional investors

CATEGORY B

Following events shall be deemed to be material and shall be disclosed to the Stock Exchanges where the Company's securities are listed within 30 minutes of the closure of the Board Meeting:

- Declaration of Dividend and / or cash bonuses recommended or declared or decision to pass dividend and the date on which dividend shall be paid/dispatched.
- Cancellation of dividend with reasons thereof
- Buyback of securities
- Fund raising proposed to be undertaken
- Increase in capital by issue of bonus shares through capitalization
- Reissue of forfeited shares or securities, or the issue of shares or securities held in reserve for future issue or creation in any form or manner of new shares or securities or any other rights, privileges or benefits to subscribe to;
- Alteration of capital including calls
- Financial results
- Voluntary delisting from stock exchanges

CATEGORY C

Following events shall be disclosed to the Stock Exchanges upon determining its materiality as prescribed in Para 5 below

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

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

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

2.1. Arrangements for strategic, technical, manufacturing, or marketing tie-up:

- a) Agreement / joint venture (JV) with companies:
 - i. name of the entity(ies) with whom agreement/ JV is signed;
 - ii. area of agreement/JV;
 - iii. domestic/international;
 - iv. share exchange ratio / JV ratio;
 - v. scope of business operation of agreement / JV;
 - vi. details of consideration paid / received in agreement / JV;
 - vii. significant terms and conditions of agreement / JV in brief;
 - viii. whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arms length";
 - ix. size of the entity(ies);
 - x. rationale and benefit expected.

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

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

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

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

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

3. Capacity addition or product launch

3.1. Capacity addition:

- a) existing capacity;
- b) existing capacity utilization;

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

3.2. Product launch:

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

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

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

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

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

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

4.3. Amendment or termination of orders/contracts:

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

possible);

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

- a) name(s) of parties with whom the agreement is entered;
- b) purpose of entering into the agreement;
- c) size of agreement;
- d) shareholding, if any, in the entity with whom the agreement is executed;
- e) significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
- f) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
- g) whether the 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 the Company, potential conflict of interest arising out of such agreements, etc;
- k) 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. **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 Company.

7. **Effect(s) arising out of change in the regulatory framework applicable to the Company**
8. **Litigation(s) / dispute(s) / regulatory action(s) with impact:** The Company shall notify the stock exchange(s) upon it or its key management personnel or its promoter or ultimate person in control becoming party to any litigation, assessment, adjudication, arbitration or dispute in conciliation proceedings or upon institution of any litigation, assessment, adjudication, arbitration or dispute including any ad-interim or interim orders passed against or in favour of the Company, the outcome of which can reasonably be expected to have an impact.
- 8.1. **At the time of becoming the party:**
- a) brief details of litigation viz. name(s) of the opposing party, court/ tribunal/agency where litigation is filed, brief details of dispute/litigation;
 - b) expected financial implications, if any, due to compensation, penalty etc;
 - c) quantum of claims, if any;
- 8.2. **Regularly till the litigation is concluded or dispute is resolved:**
- a) the details of any change in the status and / or any development in relation to such proceedings;
 - b) in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings;
 - c) in the event of settlement of the proceedings, details of such settlement including - terms of the settlement, compensation/penalty paid (if any) and impact of such settlement on the financial position of the Company.
9. **Frauds/ defaults by directors (other than key managerial personnel) or employees of the Company:**
- 9.1. **At the time of unearthing of fraud or occurrence of the default/arrest:**
- a) nature of fraud/default/arrest;
 - b) estimated impact on the Company;
 - c) time of occurrence;
 - d) person(s) involved;
 - e) estimated amount involved (if any);
 - f) whether such fraud has been reported to appropriate authorities.
- 9.2. **Subsequently intimate the stock exchange(s) further details regarding the fraud/default including:**
- a) actual amount involved in the fraud /default (if any);
 - b) actual impact of such fraud /default on the Company and its financials;
 - c) corrective measures taken by the Company on account of such fraud/default.
10. **Options to purchase securities (including any Share Based Employee Benefit (SBEB) Scheme)** at the time of instituting the scheme and vesting or exercise of options:
- a) brief details of options granted;
 - b) whether the scheme is in terms of SEBI (SBEB) Regulations, 2014 (if applicable);
 - c) total number of shares covered by these options;
 - d) pricing formula;

- e) options vested;
- f) time within which option may be exercised;
- g) options exercised;
- h) money realized by exercise of options;
- i) the total number of shares arising as a result of exercise of option;
- j) options lapsed;
- k) variation of terms of options;
- l) brief details of significant terms;
- m) subsequent changes or cancellation or exercise of such options;
- n) diluted earnings per share pursuant to issue of equity shares on exercise of options.

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

- a) name of party for which such guarantees or indemnity or surety was given;
- b) whether the promoter/ promoter group/ group companies have any interest in this transaction? If yes, nature of interest and details thereof and whether the same is done at "arms' length";
- c) brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee;
- d) impact of such guarantees or indemnity or surety on the Company.

12. Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals:

- a) name of the regulatory or licensing authority;
- b) brief details of the approval/license obtained/ withdrawn/ surrendered;
- c) impact/relevance of such approval/license to the Company;
- d) withdrawal/cancellation or suspension of licence/approval by the regulatory or licensing authority, with reasons for such action, estimated impact (monetary or otherwise) on the Company and penalty, if any;
- e) period for which such approval/license is/was valid;
- f) Subsequently, the Company shall inform the stock exchange(s), the actual impact (monetary or otherwise) along with corrective actions taken by the Company pursuant to the withdrawal, cancellation or suspension of the key license/ approval.

- (ii) The Management shall periodically bring to the attention of the Board of Directors of the Company, all information, events or materials which in its opinion has to be brought to the attention of the Members of the Stock Exchanges

5. Criteria for determination of materiality of events or information and procedure for disclosure of such events / information

The Company shall consider the following criteria for determination materiality of an event or information:

- 5.1 The omission of disclosure of an event or information would likely to result in discontinuity or alteration of event or information already available publicly; or

- 5.2 The omission of disclosure of an event or information is likely to result in significant market reaction if the said omission came to light at a later date;
- 5.3 In case where the criteria specified in sub clauses 5.1 and 5.2 hereinabove are not applicable, an event or information shall be considered to have a material effect on the Company if the impact of such event/information on the Company exceeds 10% of its gross turnover or 10% of its net worth whichever is higher, such turnover/net worth to be based on last audited annual financial statements of the Company.

6 Authority for determination of Materiality of events / information

The Key Managerial Personnel (KMPs) consisting of the Managing Director, Chief Financial Officer and the Company Secretary are authorised to determine whether the event / information is material or not and in turn about its time line for disclosure based on the category of information as specified above to the stock exchanges, subject to such information being placed prior to or at the immediate subsequent Board Meeting held after the said information being made public.

7 Website Updation / Updates to stock exchanges

The Company shall update all disclosures made under the regulations to the stock exchanges in its website and shall be continued to be hosted in the website for a minimum period of five years and thereafter archived as per the document retention policy of the Company.

The Compliance Officer of the Company shall give updates to the Board of Directors and to the Stock Exchanges on any material event that may have been first informed to the stock exchanges including further developments, if any, on such events. Such updates shall also be hosted on the website of the Company.

8 Disclosure of events / information on Subsidiaries

The KMPs of the Company in consultation with the Board of Directors shall disclose such events / information about its subsidiary which are considered material in nature and whose disclosure is likely to materially affect the quoted price of the securities of the Company.

9 Authorisation to KMPs to suo motu accept / deny reported event or information

The Key Managerial Personnel (KMPs) consisting of the Managing Director, Chief Financial Officer and the Company Secretary are authorised to suo motu accept / deny any report event or information, which has been unauthorisedly made public by media or by any other means including but not limited to electronic means.

KMPs are also authorised to respond to the rumours amongst the general public, which has no basis or documentation, in a way which best protects the interests of the Company. Such action taken by the KMPs shall however, be brought to the attention of the Board of Directors at its immediately subsequent meeting.

10 Compliance Officer

The Compliance Officer for the Purpose of complying with the provisions of (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be the Company Secretary of the Company.

11 Policy Review

This policy shall be subject to review as may be deemed necessary by the Board of Directors of the Company to comply with any regulatory amendments or statutory modifications or otherwise.
