

# VIP INDUSTRIES LIMITED

## **POLICY ON DISCLOSURE OF MATERIAL EVENTS OR INFORMATION**

### **1. Preface**

The Board of Directors (the “Board”) of V.I.P. Industries 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. The Board at its meeting held on 2<sup>nd</sup> August 2023, approved the amendment to the policy.

### **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. For the purpose of this policy, Senior Management shall include the officers and personnel of the Company who are members of its Leadership team (excluding the Board), and shall also comprise of all the members of the management one level below or reporting to the Chief Executive Officer or Managing Director or Whole Time Director or Manager (including Chief Executive Officer/Manager, in case they are not part of the Board) and shall specifically include Company Secretary and Chief Financial Officer of the Company.

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, as amended from time to time, 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. Criteria for Determination of Materiality of Events/Information**

The Company shall consider the following criteria for determination of materiality of events/ information:

- a. the omission of an event or information which is likely to result in discontinuity or alteration of event or information already available publicly;
- b. the omission of an event or information at which is likely to result in significant

market reaction if the said omission came to light at a later date; or

- c. the omission of an event or information, whose value or the expected impact in terms of value, exceeds the lower of the following:
  - 1) two percent of turnover, as per the last audited consolidated financial statements of the Company;
  - 2) two percent of networth, as per the last audited consolidated financial statements of the listed entity, except in case the arithmetic value of the networth is negative;
  - 3) five percent of the average of absolute value of profit or loss after tax as per the last three audited consolidated financial statement of the Company;
- d. In case where the criteria specified in sub- clauses (a), (b) and (c) is not applicable, an event or information may be treated as being material if in the opinion of the Board of Directors of the Company, the event or information is considered material:

## **5. Timelines for disclosure Materiality of Events/Information**

The Company shall first disclose to the stock exchange(s) all events or information which are material in terms of the provisions of this regulations as soon as reasonably possible and in any case not later than the following:

- (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;
- (ii) Twelve hours from occurrence of the event or information, in case the event or information is emanating from within the Company
- (iii) Twenty Four hours from occurrence of the event or information, in case the event or information is not emanating from within the Company

## **CATEGORY A**

Following events shall be deemed to be material and shall be disclosed to the Stock Exchanges where the Company's securities within the timelines mentioned under clause 5 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), whole or substantially the whole or the undertakings(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 the 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 "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;

### 1.3. De-merger:

- a) De-merger: 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), whole or substantially the whole of the undertaking(s) or subsidiary of the listed entity, sale of stake in the associate company of the listed entity:

- a) the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division or undertaking or subsidiary or associate company of the listed entity 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) whether the sale, lease or disposal of the undertaking is outside Scheme of Arrangement? If yes, details of the same including compliance with regulation 37A of LODR Regulations.
- h) additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the listed entity 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.

For the purpose of this sub-clause “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, subsidiary or any associate company of the Company
- 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 clause 4

For the purpose of this sub-clause undertaking or substantially whole of the undertaking shall have same meaning as given under section 180 of Companies Act 2013

### 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.**

- 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.

**1.6. 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; expected time of completion;
- d) class of shares which are consolidated or subdivided;
- e) number of shares of each class pre and post split or consolidation;
- f) number of shareholders who did not get any shares in consolidation and their pre-consolidation shareholding.

**1.7. 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.

**1.8. 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).

**1.9. 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.

**3A. Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the listed entity or of its holding, subsidiary or associate company, among themselves or with the Company or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements:**

Provided that such agreements entered into by a Company in the normal course of business shall not be required to be disclosed unless they, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or they are required to be disclosed in terms of any other provisions of these regulations.

Explanation: For the purpose of this clause, the term “directly or indirectly” includes agreements creating obligation on the parties to such agreements to ensure that Company shall or shall not act in a particular manner.”

If the listed entity is a party to the agreement,

- i. details of the counterparties (including name and relationship with the listed entity);  
if listed entity is not a party to the agreement,
- ii. name of the party entering into such an agreement and the relationship with the listed entity;
- iii. details of the counterparties to the agreement (including name and relationship with the listed entity);
- iv. date of entering into the agreement

Purpose of entering into the agreement;

- a) shareholding, if any, in the entity with whom the agreement is executed;
- b) significant terms of the agreement (in brief);
- c) extent and the nature of impact on management or control of the listed entity;
- d) details and quantification of the restriction or liability imposed upon the listed entity;
- 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 listed entity, potential conflict of interest arising out of such agreements, etc.;
- i) in case of rescission, amendment or alteration, listed entity 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 and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);
  - v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)

**4. Fraud / default by Company, its promoters, director, key managerial personnel, senior management or subsidiary or arrest of key managerial personnel , senior management, promoter or director of the Company whether occurred within India or abroad**

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.

For purpose of this sub-clause 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.

Default shall mean non-payment of the interest or principal amount in full on the debt has become due and payable.

- 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. 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. New Rating or 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.

The above requirement to disclosed rating shall also be applicable to the following

- Revision in rating even if it was not requested for by the listed entity or request was later withdrawn by the Company
- Revision in rating outlook even without revision in rating score
- ESG ratings by registered ESG Rating Providers

**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).
- 7.5 In case of resignation of the auditor of the Company, detailed reasons for resignation of auditor, as given by the said auditor, shall be disclosed by the listed entities to the stock exchanges as soon as possible but not later than twenty four hours of receipt of such reasons from the auditor.
- 7.6 Resignation of independent director including reasons for resignation: In case of resignation of an independent director of the Company, within seven days from the date of resignation, the following disclosures shall be made to the stock exchanges by the Company
  - i. The letter of resignation along with detailed reasons for the resignation of independent directors as given by the said director shall be disclosed by the Company to the stock exchanges.
  - ii. Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any.
  - iii. The independent director shall, along with the detailed reasons, also provide a confirmation that there is no other material reasons other than those provided

- iv. The confirmation as provided by the independent director above shall also be disclosed by the listed entities to the stock exchanges along with the disclosures specified in (i) and (ii)

7.7 In case of resignation of key managerial personnel, senior management, Compliance Officer or director other than an independent director; the letter of resignation along with detailed reasons for the resignation as given by the key managerial personnel, senior management, Compliance Officer or director shall be disclosed to the stock exchanges by the Company within seven days from the date that such resignation comes into effect.

7.8 In case the Managing Director or Chief Executive Officer of the Company was indisposed or unavailable to fulfil the requirements of the role in a regular manner for more than forty five days in any rolling period of ninety days, the same along with the reasons for such indisposition or unavailability, shall be disclosed to the stock exchange(s).”

#### **8. Appointment 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 atleast two working days in advance (excluding the date of intimation and the date of the meet) and presentation on financial results made by the Company to analysts or institutional investors**

**15. 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 recognized 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:**

- a. Filing of application by the corporate applicant for initiation of CIRP, also specifying the amount of default;
- b. Filing of application by financial creditors for initiation of CIRP against the corporate debtor, also specifying the amount of default;
- c. Admission of application by the Tribunal, along with amount of default or rejection or withdrawal, as applicable;
- d. Public announcement made pursuant to order passed by the Tribunal under section 13 of Insolvency Code;
- e. List of creditors as required to be displayed by the corporate debtor under regulation 13(2)(c) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;
- f. Appointment/ Replacement of the Resolution Professional;
- g. Prior or post-facto intimation of the meetings of Committee of Creditors;
- h. Brief particulars of invitation of resolution plans under section 25(2)(h) of Insolvency Code in the Form specified under regulation 36A(5) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;
- i. Number of resolution plans received by Resolution Professional;
- j. Filing of resolution plan with the Tribunal;
- k. Approval of resolution plan by the Tribunal or rejection, if applicable;
- l. Specific features and details of the resolution plan as approved by the Adjudicating Authority under the Insolvency Code, not involving commercial secrets, including details such as:
  - i. Pre and Post net-worth of the company;
  - ii. Details of assets of the company post CIRP;
  - iii. Details of securities continuing to be imposed on the companies' assets;
  - iv. Other material liabilities imposed on the company;
  - v. Detailed pre and post shareholding pattern assuming 100% conversion of convertible securities;
  - vi. Details of funds infused in the company, creditors paid-off;

- vii. Additional liability on the incoming investors due to the transaction, source of such funding etc.;
  - viii. Impact on the investor – revised P/E, RONW ratios etc.;
  - ix. Names of the new promoters, 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
- m. Any other material information not involving commercial secrets.
  - n. Proposed steps to be taken by the incoming investor/acquirer for achieving the MPS;
  - o. Quarterly disclosure of the status of achieving the MPS;
  - p. The details as to the delisting plans, if any approved in the resolution plan

**17. Initiation of Forensic audit: In case of initiation of forensic audit, (by whatever name called), the following disclosures shall be made to the stock exchanges by listed entities:**

- a. The fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available
- b. Final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the listed entity along with comments of the management, if any.

**18. Announcement or communication through social media intermediaries or mainstream media by directors, promoters, key managerial personnel or senior management of a Company, in relation to any event or information which is material for the Company as per criteria defined in clause 4 and is not already made available in the public domain by the Company.**

Explanation – “social media intermediaries” shall have the same meaning as defined under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

**19. Action(s) initiated or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company, in respect of the following:**

- a) search or seizure; or
- b) re-opening of accounts under section 130 of the Companies Act, 2013; or
- c) investigation under the provisions of Chapter XIV of the Companies Act, 2013; along with the following details pertaining to the actions(s) initiated, taken or orders passed:
  - i. name of the authority;
  - ii. nature and details of the action(s) taken, initiated or order(s) passed;
  - iii. date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority;
  - iv. details of the violation(s)/contravention(s) committed or alleged to be committed;

- v. impact on financial, operation or other activities of the listed entity quantifiable in monetary terms to the extent possible

**20. Action(s) taken or orders passed by any regulatory, statutory, enforcement authority or judicial body against the listed entity or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the listed entity, in respect of the following:**

- a) suspension;
- b) imposition of fine or penalty;
- c) settlement of proceedings;
- d) debarment;
- e) disqualification;
- f) closure of operations;
- g) sanctions imposed;
- h) warning or caution; or
- i) any other similar action(s) by whatever name called; along with the following details pertaining to the actions(s) initiated, taken or orders passed:
  - i. name of the authority;
  - ii. nature and details of the action(s) taken, initiated or order(s) passed;
  - iii. date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority;
  - iv. details of the violation(s)/contravention(s) committed or alleged to be committed;
  - v. impact on financial, operation or other activities of the listed entity, quantifiable in monetary terms to the extent possible.

**21. Voluntary revision of financial statements or the report of the board of directors of the listed entity under section 131 of the Companies Act, 2013.”**

**22. Outcome of meetings of the board of directors: The listed entity shall intimate to the Exchange(s), within 30 minutes of the closure of the meeting, held to consider or decide the following:**

- 22.1 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;
- 22.2. any cancellation of dividend with reasons thereof;
- 22.3. the decision on buyback of securities;
- 22.4. the decision with respect to fund raising proposed to be undertaken;
- 22.5. increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares would be credited/dispatched;
  - Financial results
  - Voluntary delisting from stock exchanges

## **CATEGORY B**

Following events shall be disclosed to the Stock Exchanges upon determining its materiality as prescribed

### **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. Any of the following events pertaining to the Company:**

- (a) arrangements for strategic, technical, manufacturing, or marketing tie-up; or**
- (b) adoption of new line(s) of business; or**
- (c) closure of operation of any unit, division or subsidiary (in entirety or in piecemeal).**

#### **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) 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; the actual amount of damage caused due to the natural calamity or other force majeure events;
- b) 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. Pendency of any litigation(s) or dispute(s) or the outcome thereof which may have an impact on the listed entity:** 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. In case the amount involved in ongoing litigations or disputes with an opposing party become material on a cumulative basis then the same shall also be required to be disclosed to the stock exchange(s)

**1.1. 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;

**1.2. 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 or defaults by employees of the listed entity which has or may have an impact on the listed entity:**

**1.1. 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.

**1.2. 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 (SBEBS) 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 by whatever name called 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.

The above details for giving guarantee or indemnity or becoming a surety, by whatever name called, including comfort letter, side letter etc shall also be required to be disclosed in case the amount involved in terms of outstanding guarantees indemnity or surety for a third party become material on cumulative basis.

**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.

**13. Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority**

- a) name of the authority
- b) details of fines, penalties, dues etc. including amount
- c) due date of payment
- d) reasons for delay or default in payment

- e) impact on financial, operation or other activities of the listed entity, quantifiable in monetary terms to the extent possible.

In addition to the above, details of payment including date of payment and amount paid shall be disclosed upon payment of the fines, penalties dues etc.

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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

## **18. 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.

## **19. 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.

**For VIP Industries Limited**



**Mr. Dilip G. Piramal**  
**Chairman**  
**(DIN: 00032012)**

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