

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20

By

a Company duly formed and registered under the Indian Companies Act and having its Registered Office in \_\_\_\_\_ (hereinafter called "the Company") WITH BSE LTD. (hereinafter called "the Exchange)

**WITNESSETH**

WHEREAS the Company has filed with the Exchange an application for listing its securities more particularly described in Schedule I annexed hereto and made a part hereof

AND WHEREAS it is a requirement of the Exchange that there must be filed with the application an agreement in terms hereinafter appearing to qualify for the admission and continuance of the said securities upon the list of the Exchange

NOW THEREFORE in consideration of the Exchange listing the said securities the Company hereby covenants and agrees with the Exchange as follows:

1. The Company agrees —
  - (a) that Letters of Allotment will be issued simultaneously and that in the event of its being impossible to issue Letters of Regret at the same time a notice to that effect will be inserted in the press so that it will appear on the morning after the Letters of Allotment have been posted;
  - (b) that Letters of Right will be issued simultaneously;
  - (c) that Letters of Allotment, Acceptance or Right will be serially numbered, printed on good quality paper and examined and signed by a responsible officer of the Company and that whenever possible they will contain the distinctive numbers of the securities to which they relate;
  - (d) that Letters of Allotment and renounceable Letters of Right will contain a provision for splitting and that when so required by the Exchange the form of renunciation will be printed on the back of or attached to the Letters of Allotment and Letters of Right;
  - (e) that Letters of Allotment and Letters of Rights will state how the next payment of interest or dividend on the securities will be calculated.
2. The Company will issue, when so required, receipts for all the securities deposited with it whether for registration, sub-division, consolidation, renewal, exchange or for other purposes.
3. The Company agrees —
  - (a) to have on hand at all times a sufficient supply of certificates to meet the demands for transfer, sub-division, consolidation and renewal;
  - (b) to issue certificates or Pucca Receipts within one month of the date of the expiration of any Right to Renunciation;
  - (c) to issue certificates within fifteen days of the date of lodgment for transfer, sub-division, consolidation, renewal, exchange or endorsement of calls/allotment monies or to issue within fifteen days of such lodgment for transfer Pucca Transfer Receipts in denominations corresponding to the market units of trading autographically signed by a responsible official

of the Company and bearing an endorsement that the transfer has been duly approved by the Directors or that no such approval is necessary;

- (d) to issue without charge Balance Certificates, within one month, if so required;
- (e) to issue new certificates in replacement of those which are lost within six weeks of notification of loss and receipt of proper indemnity.

4. The Company agrees - - -

- (a) to issue, unless the Exchange otherwise agrees and the parties concerned desire, Allotment Letters, Share Certificates, Call Notices and other relevant documents in market units of trading and in the case of share certificates issued pursuant to conversion of debentures or shares allotted in respect of tradeable warrants or exercise of rights or bonus issues or amalgamations which are not in market units of trading, in denominations of 1, 5, 10, 50 shares;
- (b) to split certificates, Letters of Allotment, Letters of Right, and Split, Consolidation, Renewal and Pucca Transfer Receipts of large denominations into smaller units;
- (c) to consolidate certificates of small denominations into denominations corresponding to the market units of trading;
- (d) to issue within one week Split, Consolidation and Renewal Receipts duly signed by an official of the Company and in denominations corresponding to the market units of trading, particularly when so required by the Exchange;
- (e) to exchange 'Rights' or 'Entitled' shares into Coupons or Fractional Certificates when so required by the Exchange;
- (f) to issue call notices and splits and duplicates thereof in a standard form acceptable to the Exchange, to forward a supply of the same promptly to the Exchange for meeting requests for blank split and duplicate call notices, to make arrangements for accepting call moneys at all centers where there are recognised stock exchanges in India and not to require any discharge on call receipts;
- (g) to accept the discharge of the members of the Exchange on Split, Consolidation and Renewal Receipts as good and sufficient without insisting on the discharge of the registered holders.

5. When documents are lodged for sub-division, consolidation or renewal through the Clearing House of the Exchange, the Company agrees - - -

- (a) that it will accept the discharge of an official of the Stock Exchange Clearing House on the Company's Split, Consolidation and Renewal Receipts as good and sufficient without insisting on the discharge of the registered holders;
- (b) that when the Company is unable to issue certificates or Split, Consolidation or Renewal Receipts immediately on lodgment, it will verify whether the discharge of the registered holders on the documents lodged for sub-division, consolidation or renewal and their signature on the relative transfers are in order.

5A.I For shares issued pursuant to the public issues or any other issue which remain unclaimed and are lying in the escrow account, the issuer agrees to comply with the following procedure:

- (a) The registrar to the issue shall send at least three reminders at the address given in the application form as well as captured in depository's database asking for the correct particulars. If no response is received, the unclaimed shares shall be credited to a demat suspense account with one of the Depository Participants, opened by the issuer for this purpose.
- (b) Any corporate benefits in terms of securities accruing on such shares viz. bonus shares, split etc., shall also be credited to such demat suspense account.
- (c) The issuer shall maintain details of shareholding of each individual allottee whose shares are credited to such suspense account.

(d) As and when the allottee approaches the issuer, the issuer shall credit the shares lying in the suspense account to the demat account of the allottee to the extent of the allottee's entitlement after proper verification of the identity of the allottee.

(e) The suspense account shall be held by the issuer purely on behalf of the allottees who are entitled for the shares and the shares held in such suspense account shall not be transferred in any manner whatsoever except for the purpose of allotting the shares to the allottee as and when he/she approaches the issuer.

(f) The voting rights on such shares shall remain frozen till the rightful owner claims the shares.

(g) The issuer shall disclose the following details in its Annual Report, as long as there are shares in the suspense account :

(i) Aggregate number of shareholders and the outstanding shares in the suspense account lying at the beginning of the year;

(ii) Number of shareholders who approached issuer for transfer of shares from suspense account during the year;

(iii) Number of shareholders to whom shares were transferred from suspense account during the year;

(iv) aggregate number of shareholders and the outstanding shares in the suspense account lying at the end of the year;

(v) that the voting rights on these shares shall remain frozen till the rightful owner of such shares claims the shares

5A.II For shares issued in physical form pursuant to a public issue or any other issue, which remain unclaimed, the company agrees to comply with the following procedure:

(a) The registrar to the issue shall send at least three reminders at the address given in the application form as well as last available address as per company's/registrar's record asking for the correct particulars. If no response is received, the company shall transfer all the shares into one folio in the name of "Unclaimed Suspense Account".

(b) The issuer company shall dematerialise the shares held in the Unclaimed Suspense Account with one of the Depository Participants.

(c) All corporate benefits in terms of securities accruing on such shares viz. bonus shares, split etc. shall also be credited to such Unclaimed Suspense Account.

(d) The voting rights on such shares shall remain frozen till the rightful owner claims the shares.

(e) The Unclaimed Suspense Account shall be held by the company purely on behalf of the allottees who are entitled for the shares and the shares held in such suspense account shall not be transferred in any manner whatsoever except for the purpose of allotting the shares to the allottee as and when he/she approaches the company.

(f) The issuer company shall maintain details of shareholding of each individual allottee whose shares are credited to such Unclaimed Suspense Account.

(g) As and when an allottee approaches the issuer company, the issuer company shall, after proper verification, either credit the shares lying in the Unclaimed Suspense Account to the demat account of the allottee to the extent of the allottee's entitlement, or deliver the physical certificates after re-materialising the same, depending on what has been opted for by the allottee.

(h) The company shall also disclose the following details in its Annual Report till the time the shares are in the Unclaimed Suspense Account:-

- (i) Aggregate number of shareholders and the outstanding shares lying in the Unclaimed Suspense Account at the beginning of the year;
  - (ii) Number of shareholders who approached the issuer for transfer of shares from the Unclaimed Suspense Account during the year;
  - (iii) Number of shareholders to whom shares were transferred from the Unclaimed Suspense Account during the year;
  - (iv) Aggregate number of shareholders and the outstanding shares lying in the Unclaimed Suspense Account at the end of the year.”
6. The Company will, if so required by the Exchange, certify transfers against Letters of Allotment, Certificates and Balance Receipts and in that event the Company will promptly make on transfers an endorsement to the following effect:
- “Name of Company \_\_\_\_\_ Certificate / Allotment Letter No. \_\_\_\_\_ for the within - mentioned \_\_\_\_\_ shares is deposited in the Company’s Office against this transfer No. \_\_\_\_\_
- Signature(s) of Official(s) \_\_\_\_\_ Date \_\_\_\_\_”
7. On production of the necessary documents by shareholders or by members of the Exchange, the Company will make on transfers an endorsement to the effect that the Power of Attorney or Probate or Letters of Administration or Death Certificate or Certificate of the Controller of Estate Duty or similar other document has been duly exhibited to and registered by the Company.
8. The Company agrees that it will not make any charge - - -
- (a) for registration of transfers of its shares and debentures;
  - (b) for sub-division and consolidation of share and debenture certificates and for sub-division of Letters of Allotment and Split, Consolidation, Renewal and Pucca Transfer Receipts into denominations corresponding to the market unit of trading;
  - (c) for sub-division of renounceable Letters of Right;
  - (d) for issue of new certificates in replacement of those which are old, decrepit or worn out, or where the cages on the reverse of recording transfers have been fully utilised;
  - (e) for registration of any Power of Attorney, Probate, Letters of Administration or similar other documents.
9. The Company agrees that it will not charge any fees exceeding those which may be agreed upon with the Exchange - - -
- (a) for issue of new certificates in replacement of those that are torn, defaced, lost or destroyed;
  - (b) for sub-division and consolidation of share and debenture certificates and for sub-division of Letters of Allotment and Split, Consolidation, Renewal and Pucca Transfer Receipts into denominations other than those fixed for the market units of trading.
10. The Company will promptly verify the signatures of shareholders on Allotment Letters, Split, Consolidation, Renewal, Transfer and any other Temporary Receipts and transfer deeds when so required by the shareholders or a member of the Exchange or by the Stock Exchange Clearing House.
11. The Company agrees that it will entertain applications for registering transfers of its securities when - - -
- (a) the instrument of transfer is in any usual or common form approved by the Exchange; and

- (b) the transfer deeds are properly executed and accompanied either by certificates or by Letters of Allotment, Pucca Transfer Receipts or Split, Consolidation or Renewal Receipts duly discharged either by the registered holders or, in the case of Split, Consolidation and Renewal Receipts, by the members of the Exchange or an official of the Stock Exchange Clearing House as provided herein; and
  - (c) Transferees(s) furnish copy of their PAN card to the Company / RTA's for registration of transfer of shares, for securities market transactions and off-market/private transactions involving transfer of shares in physical form.
12. On lodgment of the proper documents, the Company agrees that it will register transfers of its securities in the name of the transferee except - - -
- (a) when the transferee is, in exceptional circumstances, not approved by the Directors in accordance with the provisions contained in the Articles of Association of the Company, in which event the President of the Exchange will be taken into confidence, when so required, as to the reasons for such rejection;
  - (b) when any statutory prohibition or any attachment or prohibitory order of a competent authority restrains the Company from transferring the securities out of the name of the transferor;
  - (c) when the transferor objects to the transfer provided he serves on the Company within a reasonable time a prohibitory order of a Court of competent jurisdiction.
- 12A. (1) The company agrees that when proper documents are lodged for transfer and there are no material defects in the documents except minor difference in signature of the transferor(s),
- (i) then the company will promptly send to the first transferor an intimation of the aforesaid defect in the documents and inform the transferor that objection, if any, of the transferor supported by valid proof, is not lodged with the company within fifteen days of receipt of the company's letter, then the securities will be transferred;
  - ii) if the objection from the transferor with supporting documents is not received within the stipulated period, the company shall transfer the securities provided the company does not suspect fraud or forge in the matter.
- (2) The company agrees that when the signature of transferor(s) is attested by a person authorised by the Department of Company Affairs, u/s 108(1A) of the Companies Act, 1956, then it shall not refuse to transfer the securities on the ground of signature difference unless it has reason to believe that a forgery or fraud is involved.
- (3) The company agrees that in respect of transfer of shares/debentures where the company has not effected transfer of shares within fifteen days or where the company has failed to communicate to the transferee any valid objection to the transfer within the stipulated time period of fifteen days, the company shall compensate the aggrieved party for the opportunity losses caused during the period of the delay.
- (4) The issuer agrees that any claim, difference or dispute arising out of clause 12A(3) may be referred to and decided by arbitration as provided in the Bye-Laws and Regulations of the Exchange. The issuer further agrees to actively participate in any arbitral proceeding so initiated and comply with the arbitration award.
- In addition, the company keeping in view the provisions of section 206A of the Companies Act and section 27 of the Securities Contracts (Regulations) Act, 1956, provide all benefits (i.e. bonus shares, rights shares, dividend), which accrued, to the investor during the intervening period on account of such delay.
13. The Company will promptly notify the Exchange of any attachment or prohibitory orders restraining the Company from transferring securities out of the names of the registered holders and furnish to the Exchange particulars of the number of securities so affected, the distinctive numbers of such securities and the names of the registered holders thereof.
14. If, in view of the volume of the business in the listed securities of the company, the Exchange so requires, the Company will arrange to maintain - - -

- (a) a transfer register in the City of Mumbai on which all securities of the Company that are listed on the Exchange would be directly transferable; or
  - (b) a registry office or some other suitable office satisfactory to the Exchange within the Fort Area of the City of Mumbai, which will receive and redeliver all securities there tendered for the purpose of transfer, sub division, consolidation or renewal.
15. The Company agrees that it will not close its Transfer Books on such days (or, when the Transfer Books are not to be closed, fix such date for the taking of a record of its shareholders or debentureholders) as may be inconvenient to the Exchange for the purpose of settlement of transactions, of which due notice in advance shall have been given by the Exchange to the Company.
16. The Company agrees to close its Transfer Books for purposes of declaration of dividend or the issue of right or bonus shares or issue of shares for conversion of debentures or of shares arising out of rights attached to debentures or for such other purposes as the Exchange may agree to or require and further agrees to close its Transfer Books at least once a year at the time of the Annual General Meeting if they have not been otherwise closed at any time during the year and to give to the Exchange the notice in advance of at least seven working days or of as many days as the Exchange may from time to time reasonably prescribe, stating the dates of closure of its Transfer Books (or, when the Transfer Books are not to be closed, the date fixed for taking a record of its shareholders or debenture holders) and specifying the purpose or purposes for which the Transfer Books are to be closed (or the record is to be taken) and to send copies of such notices to the other recognised stock exchanges in India.

Provided further that in case of a company on whose stocks derivatives are available or whose stocks form part of an index on which derivatives are available, shall give a notice period of atleast seven working days to Exchanges for corporate actions like mergers, de-mergers, splits and bonus shares.

The company further agrees that the minimum time gap between the two book closures and/or record dates would be atleast 30 days.

17. The Company will accept for registration transfers that are lodged with the company upto the date of closure of the Transfer Books (or when the Transfer Books are not closed, up to the record date) and save as provided in Clause 12 will register such transfers forthwith; and unless the Exchange agrees otherwise, the Company will defer, until the Transfer Books have reopened, registration of any transfers which may be received after the closure of the Transfer Books.
18. The Company will publish in a form approved by the Exchange such periodical interim statements of its working and earning as it shall from time to time agree upon with the Exchange.
19. The Company agrees .....
- a. to give prior intimation to the Exchange about the Board Meeting at which proposal for BuyBack of Securities, declaration/recommendation of Dividend or Rights or issue of convertible debentures or of debentures carrying a right to subscribe to equity shares or the passing over of dividend or the issue of right is due to be considered at least 2 working days in advance;
  - b. to give notice simultaneously to the Stock Exchanges in case the proposal for declaration of bonus is communicated to the Board of Directors of the company as part of the agenda papers. (No prior intimation to the Exchange is required about the Board Meeting in case the declaration of Bonus by the Company is not on the agenda of the Board Meeting);
  - c. that it will recommend or declare all dividend and/or cash bonuses at least five days before commencement of the closure of its transfer books or the record date fixed for the purpose.
  - d. that in case of a further public offer to be made through the fixed price route, the company shall notify the stock exchange, at least 48 hours in advance, of the proposed meeting of its Board of Directors convened for determination of issue price.

20. The company will, immediately on the date of the meeting of its Board of Directors held to consider or decide the same, intimate to the Exchange within 15 minutes of the closure of the Board Meetings by Letter/fax, (or, if the meeting be held outside the City of Mumbai, by fax/ telegram)—
- a. all dividends and/or cash bonuses recommended or declared or the decision to pass any dividend or interest payment;
  - b. the total turnover, gross profit/loss, provision for depreciation, tax provisions and net profits for the year (with comparison with the previous year) and the amounts appropriated from reserves, capital profits, accumulated profits of past years or other special source to provide wholly or partly for the dividend, even if this calls for qualification that such information is provisional or subject to audit.
  - c. The decision on Buyback of Securities.

Provided that an intimation made to stock exchanges under sub-clause (a) shall also contain the date on which dividend shall be paid/dispatched.

20A The Issuer agrees to declare and disclose the dividend on per share basis only.

21. The Company will fix and notify the Exchange at least twenty-one days in advance of the date on and from which the interest on debentures and bonds, and redemption amount of redeemable shares or of debentures and bonds will be payable and will issue simultaneously the interest warrants and cheques for redemption money of redeemable shares or of debentures and bonds, which shall be payable at par at such centres as may be agreed to between the Exchange and the Company and which shall be collected at par, with collection charges, if any, being borne by the Company, in any bank in the country at centres other than the centres agreed to between the Exchange and the Company, so as to reach the holders of shares, debentures or bonds on or before the date fixed for interest on debentures or bonds or redemption money, as the case may be.
22. The Company will, immediately on the date of the meeting of its Board of Directors held to consider or decide the same, intimate to the Exchange within 15 minutes of the closure of the Board Meetings by Letter/fax (or, if the meeting be held outside the City of Mumbai, by fax/ telegram) - - -
- (a) short particulars of any increase of capital whether by issue of bonus shares through capitalization, or by way of right shares to be offered to the shareholders or debenture holders, or in any other way;
  - (b) short particulars of the 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) short particulars of any other alterations of capital, including calls;
  - (d) any other information necessary to enable the holders of the listed securities of the Company to appraise its position and to avoid the establishment of a false market in such listed securities.

Provided that an intimation made to stock exchanges under sub-clause (a) shall also contain the date on which such bonus shares would be credited/dispatched.

23. The Company agrees - - -

- (a) to issue or offer in the first instance all shares (including forfeited shares, unless the Exchange otherwise agrees), securities, rights, privileges and benefits to subscribe to pro rata to the equity shareholders of the Company unless the shareholders in the general meeting decide otherwise;
- (b) to close the Transfer Books as from such date or to fix such record date for the purpose in consultation with the Exchange as may be suitable for the settlement of transactions and to so close the Transfer Books or fix the record date only after the sanctions subject to which the issue or offer is proposed to be made have been duly obtained unless the Exchange agrees otherwise;

- (c) to make such issues or offers in a form to be approved by the Exchange and unless the Exchange otherwise agrees to grant in all cases the right of renunciation to the shareholders and to forward a supply of the renunciation forms promptly to the Exchange;
  - (d) to issue, where necessary, coupons or fractional certificates unless the Company in general meeting or the Exchange agrees otherwise, and when coupons or fractional certificates are not issued, to provide for the payment of the equivalent of the value, if any, of the fractional rights in cash;
  - (e) to give to the shareholders reasonable time, not being less than four weeks, within which to record their interest and exercise their rights;
  - (f) to issue Letters of Allotment or Letters of Right within six weeks of the record date or date of reopening of the Transfer Books after their closure for the purpose of making a bonus or rights issue and to issue Allotment Letters or certificates within six weeks of the last date fixed by the Company for submission of letters of Renunciation or applications of new securities.
24. (a) The company agrees to obtain 'in-principle' approval for listing from the exchanges having nationwide trading terminals where it is listed, before issuing further shares or securities. Where the company is not listed on any exchange having nationwide trading terminals, it agrees to obtain such 'in-principle' approval from all the exchanges in which it is listed before issuing further shares or securities. The company agrees to make an application to the Exchange for the listing of any new issue of shares or securities and of the provisional documents relating thereto.
- (b) The company agrees to make true, fair and adequate disclosure in the offer document / draft prospectus / letter of offer in respect of any new or further issue of shares / securities.
- (c) The company agrees that it shall not issue any prospectus/offer document/letter of offer for public subscription of any securities unless the said prospectus/offer document/letter of offer has been vetted by SEBI and an Acknowledgment Card obtained from SEBI through the lead manager. Unless the regulation / guidelines of the Securities and Exchange Board of India provide otherwise.
- (d) The company further agrees that the company shall submit to the Exchange the following documents to enable it to admit/list the said securities for dealings on the Exchange, such as -
- (i) a copy of the Acknowledgment Card or letter indicating the observations on draft prospectus / letter of offer / offer documents by SEBI; unless the regulation/guidelines of the Securities and Exchange Board of India provide otherwise, and
  - (ii) a certificate from a Merchant Banker acting as a lead manager to the issue reporting positive compliance by the company of the SEBI (ICDR) Regulations, 2009.
- (e) in the event of non-submission of the documents as mentioned in sub-clause (d) above by the company to the Exchange or withdrawal of the Acknowledgment Card by SEBI at any time before grant of permission of listing/admission to dealings of the securities, the securities shall not be eligible for listing/dealing, as the case may be, and the company shall be liable to refund the subscription monies to the respective investors immediately.
- (f) The company agrees that it shall file any scheme/petition proposed to be filed before any Court or Tribunal under sections 391,394 and 101 of the Companies Act, 1956, with the stock exchange, for approval, at least a month before it is presented to the Court or Tribunal.
- (g) The company agrees to ensure that any scheme of arrangement/amalgamation/merger/reconstruction/reduction of capital, etc., to be presented to any Court or Tribunal does not in any way violate, override or circumscribe the provisions of securities laws or the stock exchange requirements.

Explanation: For the purpose of this sub-clause, 'securities laws' mean the SEBI Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and the provisions of the Companies Act, 1956 which are administered by SEBI under section 55A



thereof, the rules, regulations, guidelines etc. made under these Acts and the Listing Agreement.

- (h) The company agrees that in the explanatory statement forwarded by it to the shareholders u/s 393 or accompanying a proposed resolution to be passed u/s 100 of the Companies Act, it shall disclose the pre and post-arrangement or amalgamation (expected) capital structure and shareholding pattern, and the "fairness opinion" obtained from an Independent merchant bankers on valuation of assets / shares done by the valuer for the company and unlisted company.
- (i) The company agrees that, while filing for approval any draft Scheme of amalgamation / merger / reconstruction, etc. with the stock exchange under subclause (f), it shall also file an auditors' certificate to the effect that the accounting treatment contained in the scheme is in compliance with all the Accounting Standards specified by the Central Government in Section 211(3C) of the Companies Act, 1956.

Provided that in case of companies where the respective sectoral regulatory authorities have prescribed norms for accounting treatment of items in the financial statements contained in the scheme, the requirements of the regulatory authorities shall prevail.

Explanation – For this purpose, mere disclosure of deviations in accounting treatments as provided in para 42 of AS-14 shall not be deemed as compliance with the above.

- 25. In the event of the Company granting any options to purchase any shares of the Company, the Company will promptly notify the Exchange - - -
  - (a) of the number of shares covered by such options, of the terms thereof and of the time within which they may be exercised;
  - (b) of any subsequent changes or cancellation or exercise of such options.
- 26. Unless the terms of issue otherwise provide, the Company will not select any of its listed securities for redemption otherwise than pro-rata or by lot and will promptly furnish to the Exchange any information requested in reference to such redemption.
- 27. The Company will promptly notify the Exchange - - -
  - (a) of any action which will result in the redemption, cancellation or retirement in whole or in part of any securities listed on the Exchange;
  - (b) of the intention to make a drawing of such securities, intimating at the same time the date of the drawing and the period of the closing of the Transfer Books (or the date of striking of the balance) for the drawing;
  - (c) of the amount of security outstanding after any drawing has been made.
- 28. The Company will not make any change in the form or nature of any of its securities that are listed on the Exchange or in the rights or privileges of the holders thereof without giving twenty one days' prior notice to the Exchange of the proposed change and making an application for listing of the securities as changed if the Exchange shall so require.
- 28A The company agrees that it shall not issue shares in any manner which may confer on any person, superior rights as to voting or dividend vis-à-vis the rights on equity shares that are already listed.
- 29. The Company will promptly notify the Exchange of any proposed change in the general character or nature of its business.
- 30. The Company will promptly notify the Exchange - - -
  - (a) of any change in the Company's directorate by death, resignation, removal or otherwise;
  - (b) of any change of Managing Director, Managing Agents or Secretaries and Treasurers;

- (c) of any change of Auditors appointed to audit the books and accounts of the Company.
31. The Company will forward to the Exchange promptly and without application - - -
- (a) six copies of the Statutory and Directors' Annual Reports along with Form A or Form B, as applicable, (the proforma for which shall be as under)<sup>1</sup> Balance Sheets and Profit and Loss Accounts and of all periodical and special reports as soon as they are issued and one copy each to all the recognised stock exchanges in India;

#### FORM A

##### Format of covering letter of the annual audit report to be filed with the Stock Exchange

1.	Name of the company	XYZ Ltd.
2.	Annual financial statements for the year ended	31 <sup>st</sup> March .....
3.	Type of Audit observation	Un-qualified / Matter of Emphasis
4.	Frequency of observation	Whether appeared first time...../ repetitive...../ since how long period .....
5.	To be signed by- <ul style="list-style-type: none"> <li>• CEO/Managing Director</li> <li>• CFO</li> <li>• Auditor of the company</li> <li>• Audit Committee Chairman</li> </ul>	

#### FORM B

##### Format of covering letter of the annual audit report to be filed with the Stock Exchange

1.	Name of the company	XYZ Ltd.
2.	Annual financial statements for the year ended	31 <sup>st</sup> March .....
3.	Type of Audit qualification	Qualified ..... Subject to ...../ Except for.....
4.	Frequency of qualification	Whether appeared first time...../ repetitive...../ since how long period .....
	Draw attention to relevant notes in the annual financial statements and management response to the qualification in the directors report:	May give gist of qualifications/headings (Refer page numbers in the annual report) and management's response
	Additional comments from the board/audit committee chair:	This may relate to nature of the qualification including materiality, agreement/disagreement on the qualification, steps taken to resolve the qualification, etc.
5.	To be signed by- <ul style="list-style-type: none"> <li>• CEO/Managing Director</li> <li>• CFO</li> <li>• Auditor of the company</li> <li>• Audit Committee Chairman</li> </ul>	

- (b) six copies of all notices, resolutions and circulars relating to new issue of capital prior to their despatch to the shareholders;
- (c) three copies of all the notices, call letters or any other circulars including notices of meetings convened u/s 391 or section 394 read with section 391 of the Companies Act, 1956 together with Annexures thereto, at the same time as they are sent to the shareholders, debenture holders or creditors or any class of them or advertised in the Press.

<sup>1</sup> Inserted pursuant to SEBI circular no. CIR/ CFD/ DIL/ 7/ 2012 dated August 13, 2012. This circular is applicable to all annual audited financial results submitted for the period ending on or after December 31, 2012.

- (d) copy of the proceedings at all Annual and Extraordinary General Meetings of the Company;
- (e) three copies of all notices, circulars, etc., issued or advertised in the press either by the Company, or by any company which the Company proposes to absorb or with which the Company proposes to merge or amalgamate, or under orders of the court or any other statutory authority in connection with any merger, amalgamation, re-construction, reduction of capital, scheme or arrangement, including notices, circulars, etc. issued or advertised in the press in regard to meetings of shareholders or debenture holders or creditors or any class of them and copies of the proceedings at all such meetings.

31A<sup>2</sup>. The company agrees to restate its books of accounts on the directions issued by SEBI or by any other statutory authority, as per the provisions of the extant regulatory framework.

32. The company shall supply:

- (i) Soft copies of full annual reports containing its Balance Sheet, Profit & Loss account and Directors' Report to all those shareholder(s) who have registered their email address(es) for the purpose;
- (ii) Hard copy of statement containing the salient features of all the documents, as prescribed in sub-clause (iv) of clause (b) of proviso to section 219 of the Companies Act, 1956 to those shareholder(s) who have not so registered;
- (iii) Hard copies of full annual reports to those shareholders, who request for the same.

If the company has changed its name suggesting any new line of business, it shall disclose the net sales or income, expenditure and net profit or loss after tax figures pertaining to the said new line of business separately in the financial results and shall continue to make such disclosures for the three years succeeding the date of change in name.

Provided that tax expense shall be allocated between the said new line of business and other business of the company in the ratio of the respective figures of net profit before tax, subject to any exemption, deduction or concession available under the tax laws.

In addition to the above provisions, listed companies which decide to change their names would be required to comply with the following conditions:

1. a time period of at least 1 year should have elapsed from the last name change
2. at least 50% of the total revenue in the preceding 1 year period should have been accounted for by the new activity suggested by the new name.

or

The amount invested in the new activity/project (Fixed Assets + Advances + Works in Progress) is atleast 50% of the assets of the company. The 'Advances' shall include only those extended to contractors and suppliers towards execution of project, specific to new activity as reflected in the new name.

To confirm the compliance of the aforesaid provision, the company shall submit auditor's certificate to the Exchange.

The new name along with the old name shall be disclosed through the web sites of the respective stock exchange/s where the company is listed for a continuous period of one year, from the date of the last name change

The Company will also give a Cash Flow Statement along with Balance Sheet and Profit and Loss Account. The Cash Flow Statement will be prepared in accordance with the Accounting Standard on Cash Flow Statement (AS-3) issued by the Institute of Chartered Accountants of India, and the Cash Flow Statement shall be presented only under the Indirect Method as given in AS-3.

The company will mandatorily publish Consolidated Financial Statements in its Annual Report in addition to the individual financial statements. The company will have to get its Consolidated

---

<sup>2</sup> Inserted pursuant to SEBI circular no. CIR/ CFD/ DIL/ 7/ 2012 dated August 13, 2012. This circular is applicable to all annual audited financial results submitted for the period ending on or after December 31, 2012.

Financial Statements audited by the statutory auditors of the company and file the same with the Stock Exchange.

The company will make disclosures in compliance with the Accounting Standard on “Related Party Disclosures” in its Annual Report.

Disclosure of loans /advances and investments in its own shares by the listed companies, their subsidiaries, associates etc.

The following disclosure requirements shall be complied by the companies in the Annual Accounts

Sr. no.	In the accounts of	Disclosures of amounts at the year end and the maximum amount of loans/ advances/ Investments outstanding during the year.
1	Parent	<ul style="list-style-type: none"> <li>• Loans and advances in the nature of loans to subsidiaries by name and amount.</li> <li>• Loans and advances in the nature of loans to associates by name and amount.</li> <li>• Loans and advances in the nature of loans where there is (I) no repayment schedule or repayment beyond seven years or (II) no interest or interest below section 372A of Companies Act by name and amount</li> <li>• loans and advances in the nature of loans to firms/companies in which directors are interested by name and amount.</li> </ul>
2	Subsidiary	Same disclosures as applicable to the parent company in the accounts of subsidiary company.
3	Parent	Investments by the loanee in the shares of parent company and subsidiary company, when the company has made a loan or advance in the nature of loan.

- Note: 1) For the purpose of the above disclosures the terms “parent” and “subsidiary” shall have the same meaning as defined in the “Accounting Standard on Consolidated Financial Statement (AS-21)” issued by ICAI
- 2) For the purpose of the above disclosures the terms ‘Associate’ and ‘Related Party’ shall have the same meaning as defined in the Accounting Standard on “Related Party Disclosures (AS-18)” issued by ICAI
- 3) For the purpose of above disclosures directors interest shall have the same meaning as given in Sec 299 of Companies Act.

The above disclosures shall be applicable to all listed companies except for listed banks.

33. The Company will forward to the Exchange copies of all notices sent to its shareholders with respect to amendments to its Memorandum and Articles of Association and will file with the Exchange six copies (one of which will be certified) of such amendments as soon as they shall have been adopted by the Company in general meeting.
34. The Company agrees - - -
- (a) that it will not exercise a lien on its fully paid shares and that in respect of partly paid shares it will not exercise any lien except in respect of moneys called or payable at a fixed time in respect of such shares;
  - (b) that it will not decline to register or acknowledge any transfer of shares on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever;
  - (c) that it will not forfeit unclaimed dividends before the claim becomes barred by law and that such forfeiture, when effected, will be annulled in appropriate cases;

- (d) that if any amount be paid up in advance of calls on any shares it will stipulate that such amount may carry interest but shall not in respect thereof confer a right to dividend or to participate in profits;
- (e) that it will not give to any person the call of any shares without the sanction of the shareholders in general meeting;
- (f) that it will send out proxy forms to shareholders and debenture holders in all cases, such proxy forms being so worded that a shareholder or debenture holder may vote either for or against each resolution;
- (g) that when notice is given to its shareholders by advertisement it will advertise such notice in at least one leading Mumbai daily newspaper.

35. "The company agrees to file with the exchange the following details, separately for each class of equity shares/security in the formats specified in this clause, in compliance with the following timelines, namely :-

- a. One day prior to listing of its securities on the stock exchanges.
- b. On a quarterly basis, within 21 days from the end of each quarter.
- c. Within 10 days of any capital restructuring of the company resulting in a change exceeding +/-2% of the total paid-up share capital"

(I)(a) **Statement showing Shareholding Pattern**

Name of the Company:			
Scrip Code, Name of the scrip, class of security:			
Quarter ended:			
Partly paid-up shares:-	No. of partly paid-up shares	As a % of total no. of partly paid-up shares	As a % of total no. of shares of the company
Held by promoter/promoters group			
Held by public			
<b>Total</b>			
Outstanding convertible securities:-	No. of outstanding securities	As a % of total No. of outstanding convertible securities	As a % of total no. of shares of the company, assuming full conversion of the convertible securities
Held by promoter/promoter group			
Held by public			
<b>Total</b>			
Warrants:-	No. of warrants	As a % of total no. of warrants	As a % of total no. of shares of the company, assuming full conversion of warrants
Held by promoter/promoter group			
Held by public			
<b>Total</b>			
<b>Total paid-up capital of the company assuming full conversion of warrants and convertible securities</b>			

Category code	Category of shareholder	Number of shareholders <sup>3</sup>	Total number of shares <sup>3</sup>	Number of shares held in dematerialized form	Total shareholding as a percentage of total number of shares		Shares Pledged or otherwise encumbered	
					As a percentage of (A+B) <sup>1</sup>	As a percentage of (A+B+C)	Number of shares	As a percentage  (IX)= (VIII)/(IV) *100
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)	
(A)	Shareholding of Promoter and Promoter Group <sup>2</sup>							
(1)	Indian							
(a)	Individuals/ Hindu Undivided Family							
(b)	Central Government/ State Government(s)							
(c)	Bodies Corporate							
(d)	Financial Institutions/ Banks							
(e)	Any Other (specify)							
	Sub-Total (A)(1)							
(2)	Foreign							
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)							
(b)	Bodies Corporate							
(c)	Institutions							
(d)	Qualified Foreign Investor							
(e)	Any Other (specify)							
	Sub-Total (A)(2)							
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)							
(B)	Public shareholding <sup>1</sup>						NA	NA
(1)	Institutions						NA	NA
(a)	Mutual Funds/ UTI							
(b)	Financial Institutions/ Banks							
(c)	Central Government/ State Government(s)							
(d)	Venture Capital Funds							
(e)	Insurance Companies							
(f)	Foreign Institutional Investors							
(g)	Foreign Venture Capital Investors							
(h)	Qualified Foreign Investor							
(i)	Any Other (specify)							
	Sub-Total (B)(1)							
(2)	Non-institutions						NA	NA

<sup>1</sup> For determining public shareholding for the purpose of Clause 40A.

<sup>2</sup> For definitions of "Promoter" and "Promoter Group", refer to Clause 40A.

(a)	Bodies Corporate							
(b)	Individuals - i. Individual shareholders holding nominal share capital up to Rs. 1 lakh. ii. Individual shareholders holding nominal share capital in excess of Rs. 1 lakh.							
(c)	Qualified Foreign Investor							
(d)	Any Other (specify)							
	Sub-Total (B)(2)							
	Total Public Shareholding (B)= (B)(1)+(B)(2)						<b>NA</b>	<b>NA</b>
	TOTAL (A)+(B)							
(C)	Shares held by Custodians and against which Depository Receipts have been issued				<b>NA</b>		<b>NA</b>	<b>NA</b>
(1)	Promoter and Promoter Group							
(2)	Public							
	GRAND TOTAL (A)+(B)+(C)				<b>NA</b>			

**NA – Not applicable**

(I)(b) Statement showing holding of securities (including shares, warrants, convertible securities) of persons belonging to the category “Promoter and Promoter Group”.

Sr. No.	Name of the Shareholder	Details of shares held		Encumbered Shares (*)			Details of warrants		Details of convertible securities		Total shares (including underlying shares assuming full conversion of warrants and convertible securities) as a % of diluted share capital
		No. of shares held	As a % of grand total (A)+(B)+(C)	No.	As a percentage	As a % of grand total (A)+(B)+(C) of sub-clause (I)(a)	Number of warrants held	As a % total number of warrants of the same class	Number of convertible securities held	As a % total number of convertible securities of the same class	
(I)	(II)	(III)	(IV)	(V)	(VI)=(V)/(III)*100	(VII)	(VIII)	(IX)	(X)	(XI)	(XII)
1.											
2.											
<b>TOTAL</b>											

(\*) The term “encumbrance” has the same meaning as assigned to it in regulation 28(3) of the SAST Regulations, 2011



(l)(c)(i) Statement showing holding of securities (including shares, warrants, convertible securities) of persons belonging to the category "Public" and holding more than 1% of the total number of shares

Sr. No.	Name of the Shareholder	Number of shares held	Shares as percentage of total number of shares (i.e., Grand Total (A)+(B)+(C) indicated in statement at para (l) (a) above}	Details of warrants		Details of convertible securities		Total shares (including underlying shares assuming full conversion of warrants and convertible securities) as % of diluted shares capital
				Number of warrants held	As a % total number of warrants of the same class	Number of convertible securities held	% w.r.t. total number of convertible securities of the same class	
1.								
2.								
<b>TOTAL</b>								

(l)(c)(ii) Statement showing holding of securities (including shares, warrants, convertible securities) of persons (together with PAC) belonging to the category "Public" and holding more than 5% of the total number of shares of the company

Sr. No.	Name of the Shareholder	Number of shares held	Shares as percentage of total number of shares (i.e., Grand Total (A)+(B)+(C) indicated in statement at para (l) (a) above}	Details of warrants		Details of convertible securities		Total shares (including underlying shares assuming full conversion of warrants and convertible securities) as % of diluted shares capital
				Number of warrants held	As a % total number of warrants of the same class	Number of convertible securities held	% w.r.t. total number of convertible securities of the same class	
1.								
2.								
<b>TOTAL</b>								

(I) (d) Statement showing details of locked-in-shares

Sr. No.	Name of the shareholder	Number of locked-in shares	Locked-in shares as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
1.			
2.			
<b>TOTAL</b>			

(II)(a) Statement showing details of Depository Receipts (DRs)

Sr. No.	Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	Number of outstanding DRs	Number of shares underlying outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
1.				
2.				
<b>TOTAL</b>				

(II)(b) Statement showing holding of Depository Receipts (DRs), where underlying shares held by 'promoter/promoter group' are in excess of 1% of the total number of shares

Sr. No.	Name of the DR Holder Type of outstanding DR (ADRs, GDRs, SDRs, etc.)	No. of shares underlying outstanding DRs	Shares underlying outstanding DRs as a percentage of total number of shares {i.e., Grand Total (A)+(B)+(C) indicated in Statement at para (I)(a) above}
1.			
2.			
<b>TOTAL</b>			

## (III)(a) Statement showing the voting pattern of shareholders, if more than one class of shares/securities is issued by the issuer.

(Give description of voting rights for each class of security)

Class X:

Class Y:

Class Z:)

Category	Category of shareholder	Number of Voting Rights held in each class of securities			Total Voting Rights (III+IV+V)	Total Voting rights i.e. (VI)	
		Class X	Class Y	Class Z		As a percentage of (A+B)	As a percentage of (A+B+C)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)
(A)	Promoter and Promoter Group						
(1)	Indian						
(a)	Individuals/ Hindu Undivided Family						
(b)	Central Government/ State Government(s)						

(c)	Bodies Corporate						
(d)	Financial Institutions/ Banks						
(e)	Any Other (specify)						
	<b>Sub-Total (A)(1)</b>						
<b>(2)</b>	<b>Foreign</b>						
(a)	Individuals (Non- Resident Individuals/ Foreign Individuals)						
(b)	Bodies Corporate						
(c)	Institutions						
(d)	Any Other (specify)						
	<b>Sub-Total (A)(2)</b>						
	<b>Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)</b>						
<b>(B)</b>	<b>Public shareholding</b>						
<b>(1)</b>	<b>Institutions</b>						
(a)	Mutual Funds/ UTI						
(b)	Financial Institutions/ Banks						

Category	Category of shareholder	Number of Voting Rights held in each class of securities			Total Voting Rights (III+IV+V)	Total Voting rights i.e. (VI)	
		Class X	Class Y	Class Z		As a percentage of (A+B)	As a percentage of (A+B+C)
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII)	(VIII)
(c)	Central Government/ State Government(s)						
(d)	Venture Capital Funds						
(e)	Insurance Companies						
(f)	Foreign Institutional Investors						
(g)	Foreign Venture Capital Investors						
(h)	Any Other (specify)						
	<b>Sub-Total (B)(1)</b>						
<b>(2)</b>	<b>Non-institutions</b>						
(a)	Bodies Corporate						
(b)	Individuals - i. Individual shareholders holding nominal share capital up to Rs. 1 lakh. ii. Individual shareholders holding nominal share capital in excess of Rs. 1 lakh.						
(c)	Any Other (specify)						
	<b>Sub-Total (B)(2)</b>						
	<b>Total Public Shareholding (B)= (B)(1)+(B)(2)</b>						
	TOTAL (A)+(B)						
<b>(C)</b>	<b>Shares held by Custodians and against which Depository Receipts have been issued</b>						
	<b>GRAND TOTAL (A)+(B)+(C)</b>						

35A. The company agrees to submit to the stock exchange, within 48 hours of conclusion of its General Meeting, details regarding the voting results in the following format :

**Date of the AGM/EGM:** \_\_\_\_\_

**Total number of shareholders on record date:**

**No. of shareholders present in the meeting either in person or through proxy:**

**Promoters and Promoter Group:**

**Public:**

**No. of Shareholders attended the meeting through Video Conferencing**

**Promoters and Promoter Group:**

**Public:**

(Agenda-wise)

Details of the Agenda:

Resolution required: (Ordinary/Special)

Mode of voting: (Show of hands/Poll/Postal ballot/E-voting)

In case of Poll/Postal ballot/E-voting:

Promoter/Public	No. of shares held	No. of votes polled	% of Votes Polled on outstanding shares	No. of Votes – in favour	No. of Votes – against	% of Votes in favour on votes polled	% of Votes against on votes polled
	(1)	(2)	$(3)=[(2)/(1)]*100$	(4)	(5)	$(6)=[(4)/(2)]*100$	$(7)=[(5)/(2)]*100$
Promoter and Promoter Group							
Public – Institutional holders							
Public-Others							
Total							

- 35B. (i) The issuer agrees to provide e-voting facility to its shareholders, in respect of all shareholders' resolutions, to be passed at General Meetings or through postal ballot. Such e-voting facility shall be kept open for such period specified under the Companies (Management and Administration) Rules, 2014 for shareholders to send their assent or dissent.
- (ii) Issuer shall continue to enable those shareholders, who do not have access to e-voting facility, to send their assent or dissent in writing on a postal ballot as per the provisions of the Companies (Management and Administration) Rules, 2014 or amendments made thereto.
- (iii) Issuer shall utilize the service of any one of the agencies providing e-voting platform, which is in compliance with conditions specified by the Ministry of Corporate Affairs, Government of India, from time to time.
- (iv) Issuer shall mention the Internet link of such e-voting platform in the notice to their shareholders
- 35C. (i) The issuer agrees that all the employee benefit schemes involving the securities of the company shall be in compliance with SEBI (Employee Stock Option Schemes and Employee Stock Purchase Schemes) Guidelines, 1999 and any other guidelines, regulations etc. framed by SEBI in this regard.
- (ii) The issuer further agrees that all the employee benefit schemes already framed and implemented by the company involving dealing in the securities of the company, before the insertion of this clause shall be aligned with and made to conform to SEBI (Employee Stock Option Schemes and Employee Stock Purchase Schemes) Guidelines, 1999 by June 30, 2014.”
36. Apart from complying with all specific requirements as above, the Company will keep the Exchange informed of events such as strikes, lock-outs, closure on account of power cuts, etc. both at the time of occurrence of the event and subsequently after the cessation of the event in order to enable the shareholders and the public to appraise the position of the Company and to avoid the establishment of a false market in its securities. In addition, the Company will furnish to the Exchange on request such information concerning the Company as the Exchange may reasonably require. The Company will also immediately inform the Exchange of all the events, which will have bearing on the performance/operations of the company as well as price sensitive information. The material events may be events such as:

- (1) Change in the general character or nature of business:

Without prejudice to the generality of Clause 29 of the Listing Agreement, the Company will promptly notify the Exchange of any material change in the general character or nature of its business where such change is brought about by the Company entering into or proposing to enter into any arrangement for technical, manufacturing, marketing or financial tie-up or by reason of the Company, selling or disposing of or agreeing to sell or dispose of any unit or division or by the Company, enlarging, restricting or closing the operations of any unit or division or proposing to enlarge, restrict or close the operations of any unit or division or otherwise.

- (2) Disruption of operations due to natural calamity.

The Company will soon after the occurrence of any natural calamity like earthquake, flood or fire disruptive of the operation of any one or more units of the Company keep the Exchange informed of the details of the damage caused to the unit thereby and whether the loss/damage has been covered by insurance, and without delay furnish to the Exchange an estimate of the loss in revenue or production arising therefrom, and the steps taken to restore normalcy, in order to enable the security holders and the public to appraise the position of the issue and to avoid the establishment of a false market in its securities.

- (3) Commencement of Commercial Production/Commercial Operations

The Company will promptly notify the Exchange the commencement of commercial/production or the commencement of commercial operations of any unit/division where revenue from the unit/division for a full year of production or operations is estimated to be not less than ten per cent of the revenues of the Company for the year.

- (4) Developments with respect to pricing/realisation arising out of change in the regulatory framework.

The Company will promptly inform the Exchange of the developments with respect to pricing of or in realisation on its goods or services (which are subject to price or distribution control/restriction by the Government or other statutory authorities, whether by way of quota, fixed rate of return, or otherwise) arising out of modification or change in Government's or other authority's policies provided the change can reasonable be expected to have a material impact on its present or future operations or its profitability.

- (5) Litigation/dispute with a material impact

The Company will promptly after the event inform the Exchange of the developments with respect to any dispute in conciliation proceedings, litigation, assessment, adjudication or arbitration to which it is a party or the outcome of which can reasonably be expected to have a material impact on its present or future operations or its profitability or financials.

- (6) Revision in Ratings

The Company will promptly notify the Exchange, the details of any rating or revision in rating assigned to any debt or equity instrument of the Company or to any fixed deposit programme or to any scheme or proposal of the Company involving mobilisation of funds whether in India or abroad provided the rating so assigned has been quoted, referred to, reported, relied upon or otherwise used by or on behalf of the Company.

- (7) Any other information having bearing on the operation/performance of the company as well as price sensitive information, which includes but not restricted to;

- i) Issue of any class of securities.
- ii) Acquisition, merger, de-merger, amalgamation, restructuring, scheme of arrangement, spin off or selling divisions of the company, etc.
- iii) Change in market lot of the company's shares, sub-division of equity shares of company.
- iv) Voluntary delisting by the company from the stock exchange(s).
- v) Forfeiture of shares.

- vi) Any action, which will result in alteration in, the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the company.
- vii) Information regarding opening, closing of status of ADR, GDR, or any other class of securities to be issued abroad.
- viii) Cancellation of dividend/rights/bonus, etc.

The above information should be made public immediately.

37. The Company agrees to permit the Exchange to make available immediately to its members and to the Press any information supplied by the Company in compliance with any of the listing requirements provided that in cases where it is contended that such disclosure might be detrimental to the Company's interest a special submission to that effect may be made for the consideration of the Exchange when furnishing the information.

38. a) Payment of Listing Fees:

The Company agrees that as soon as its securities are listed on the Exchange, it will pay to the Stock Exchange an Initial Listing Fee as prescribed in Schedule II hereto annexed and made a part thereof, and that thereafter, so long as the securities continue to be listed on the Stock Exchange, it will pay to the Exchange on or before the 30th April, in each year an Annual Listing Fee computed on the basis of the capital of the Company as on 31st March and worked out as provided in Schedule II hereto annexed. The company also agrees that it shall pay the additional Annual Listing Fee, at the time of making application for listing of securities arising out of further issue, as is computed in terms of Schedule II annexed hereto for any addition in the capital after 31st March.

- b) Payment of Annual Custodian Fees to Depositories.

The issuer agrees to pay the depositories Annual Custodian Fees at such rates as specified by SEBI from time to time. The issuer agrees that failure to pay the fees will attract such penal action by SEBI as it may deem fit.

39. The Company agrees that in the event of the application for listing being granted such listing shall be subject to the Rules, By-laws and Regulations of the Exchange which now are or hereafter may be in force and the Company further agrees to comply within a reasonable time with such further regulations as may be promulgated by the Exchange as general requirement for new listings.

- 40 A Minimum level of public shareholding

(i) The company agrees to comply with the requirements specified in Rule 19(2) and Rule 19A of the Securities Contracts (Regulation) Rules, 1957.

(ii) Where the company is required to achieve the minimum level of public shareholding specified in Rule 19(2)(b) and/or Rule 19A of the Securities Contracts (Regulation) Rules, 1957, it shall adopt any of the following methods to raise the public shareholding to the required level:-

- (a) issuance of shares to public through prospectus; or
- (b) offer for sale of shares held by promoters to public through prospectus; or
- (c) sale of shares held by promoters through the secondary market in terms of SEBI circular CIR/MRD/DP/05/2012 dated February 1, 2012; or
- (d) Institutional Placement Programme (IPP) in terms of Chapter VIIIA of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended.
- (e)<sup>5</sup> Rights Issues to public shareholders, with promoter/promoter group shareholders forgoing their entitlement to equity shares, whether present or future, that may arise from such issue.
- (f)<sup>1</sup> Bonus Issues to public shareholders, with promoter/promoter group shareholders forgoing their entitlement to equity shares, whether present or future, that may arise from such issue.
- (g)<sup>1</sup> any other method as may be approved by SEBI on a case to case basis.

---

<sup>5</sup> Inserted pursuant to SEBI circular no. CIR/CFD/DIL/11/2012 dated August 29, 2012

40. B - Take over offer -

A company agrees that it is a condition for continued listing that whenever the take-over offer is made or there is any change in the control of the management of the company, the person who secures the control of the management of the company and the company whose shares have been acquired shall comply with the relevant provisions of the SEBI (Substantial Acquisition of Shares and Take-over) Regulations, 1997.

41. The company agrees to comply with the following provisions:

**I) Preparation and Submission of Financial Results**

- a. The financial results filed and published in compliance with this clause shall be prepared on the basis of accrual accounting policy and in accordance with uniform accounting practices adopted for all the periods.
- b. The company shall submit its quarterly, year to date and annual financial results to the stock exchange in the manner prescribed in this clause.
- c. The company has an option either to submit audited or unaudited quarterly and year to date financial results to the stock exchange within forty-five days of end of each quarter (other than the last quarter), subject to the following:
  - i. In case the company opts to submit unaudited financial results, they shall be subjected to limited review by the statutory auditors of the issuer (or in case of public sector undertakings, by any practicing Chartered Accountant) and such limited reviewed results (financial results accompanied by the limited review report) shall be submitted within forty-five days from the end of the quarter.
  - ii. In case the company opts to submit audited financial results, they shall be accompanied by the audit report.
- d. The company shall submit audited financial results for the entire financial year, within sixty days of the end of the financial year. The company shall also submit the audited financial results in respect of the last quarter alongwith the results for the entire financial year, with a note that the figures of last quarter are the balancing figures between audited figures in respect of the full financial year and the published year to date figures upto the third quarter of the current financial year.
- e. If the company has subsidiaries :-
  - i. it may, in addition to submitting quarterly and year to date stand alone financial results to the stock exchange under item (c) i.e. within forty-five days of the end of the quarter, also submit quarterly and year to date consolidated financial results within forty-five days from the end of the quarter; and
  - ii. while submitting annual audited financial results prepared on stand-alone basis under item (d), it shall also submit annual audited consolidated financial results to the stock exchange within sixty days from the end of the financial year.

(ea) As a part of its audited or unaudited financial results for the halfyear, the company shall also submit by way of a note, a statement of assets and liabilities as at the end of the half-year.

(eaa) However, when a company opts to submit un-audited financial results for the last quarter of the financial year, it shall, submit a statement of assets and liabilities as at the end of the financial year only along with the audited financial results for the entire financial year, as soon as they are approved by the Board.



- f. The financial results covered under this sub-clause shall be submitted to the stock exchange within fifteen minutes of conclusion of the meeting of the Board or Committee in which they were approved pursuant to sub-clause (II), through such mode as may be specified by the stock exchange.
- g. In case the company has subsidiaries and it opts to submit consolidated financial results as mentioned at (e) above, it may submit the consolidated financials as per the International Financial Reporting Standards (IFRS) notified by the International Accounting Standards Board.
- h. The company shall ensure that the limited review/audit reports submitted to the stock exchanges on a quarterly/annual basis shall be given only by an auditor who has subjected himself to the peer review process of Institute of Chartered Accountants of India (ICAI) and holds a valid certificate issued by the Peer Review Board of the ICAI.

## **II) Manner of approval and authentication of the financial results**

- a. The quarterly financial results submitted under sub-clause (I) shall be approved by the Board of Directors of the company or by a committee thereof, other than the audit committee.

**Provided** that when the quarterly financial results are approved by the Committee they shall be placed before the Board at its next meeting:

**Provided further** than while placing the financial results before the Board, the Chief Executive Officer and Chief Financial Officer of the company, by whatever name called, shall certify that the financial results do not contain any false or misleading statement or figures and do not omit any material fact which may make the statements or figures contained therein misleading.

- b. The Committee mentioned in item (a) above shall consist of not less than one third of the directors and shall include the managing director and at least one independent director.
- c. The financial results submitted to the stock exchange shall be signed by the Chairman or managing director, or a whole time director. In the absence of all of them, it shall be signed by any other director of the company who is duly authorized by the Board to sign the financial results.
- d. The limited review report mentioned in sub-clause (I) (c)(i) shall be placed before the Board of directors or the Committee mentioned in item (b) above, before being submitted to the stock exchange where the variation {as mentioned in Clause 41 (IV) (a)} between un-audited financials and financials amended pursuant to limited review for the same period, exceeds 10%.

Provided that when the limited review report is placed before the Committee they shall also be placed before the Board at its next meeting.

- e. The annual audited financial results shall be approved by the Board of Directors of the company and shall be signed in the manner specified in item (c).

## **III) Intimation of Board Meeting**

- a) The company shall give prior intimation of the date and purpose of meetings of the Board or Committee in which the financial results will be considered under sub-clause (II)(a) or (II)(e), as the case may be, at least seven clear calendar days prior to the meeting (excluding the date of the intimation and date of the meeting).
- b) The company shall also simultaneously issue a public notice in at least in one English daily newspaper circulating in the whole or substantially the whole of India and in one daily newspaper published in the language of the region, where the registered office of the company is situated.

## **IV) Other requirements as to financial results**

- a) Where there is a variation between the unaudited quarterly or year to date financial results and the results amended pursuant to limited review for the same period, and –
- (i) the variation in net profit or net loss after tax is in excess of 10% or Rs.10 lakhs, whichever is higher; or
  - (ii) the variation in exceptional or extraordinary items is in excess of 10% or Rs.10 lakhs, whichever is higher -

the company shall submit to the stock exchange an explanation of the reasons for variations, while submitting the limited review report. The explanation of variations so submitted shall be approved by the Board of Directors:

**Provided** that in case of results for the last quarter, the above sub-clause shall apply in respect of variation, if any, between the year to date figures contained in the unaudited results and the figures contained in the annual audited results.

- b) If the auditor has expressed any qualification or other reservation in respect of audited financial results submitted or published under this clause, the company shall disclose such qualification or other reservation and impact of the same on the profit or loss, while publishing or submitting such results.
- c) If the auditor has expressed any qualification or other reservation in his audit report or limited review report in respect of the financial results of any previous financial year or quarter which has an impact on the profit or loss of the reportable period, the company shall include as a note to the financial results –
- (i) how the qualification or other reservation has been resolved; or
  - (ii) if it has not been resolved, the reason therefor and the steps which the company intends to take in the matter.
- d) If the company has changed its name suggesting any new line of business, it shall disclose the net sales or income, expenditure and net profit or loss after tax figures pertaining to the said new line of business separately in the financial results and shall continue to make such disclosures for the three years succeeding the date of change in name.

**Provided** that tax expense shall be allocated between the said new line of business and other business of the company in the ratio of the respective figures of net profit before tax, subject to any exemption, deduction or concession available under the tax laws.

- e) If the company had not commenced commercial production or commercial operations during the reportable period, the company shall, instead of submitting financial results, disclose the details of amount raised, the portions thereof which is utilized and that remaining unutilized, the details of investment made pending utilisation, brief description of the project which is pending completion, status of the project and expected date of commencement of commercial production or commercial operations.

**Explanation:** For the purposes of this item –

- (i) the details mentioned above, shall be approved by the Board or a Committee thereof, based on certification by the Chief Executive Officer and Chief Financial Officer, in compliance with sub-clause (II);
  - (ii) the expression “amounts raised” shall mean the proceeds of any issue of shares or debentures made by the company.
- f) The quarterly and year to date results shall be prepared in accordance with the recognition and measurement principles laid down in Accounting Standard 25 (AS 25 – Interim Financial Reporting) issued by the Institute of Chartered Accountants of India (ICAI) / Company (Accounting Standards) Rules, 2006, whichever is applicable.
- g) All items of income and expenditure arising out of transactions of exceptional nature shall be disclosed.

- h) Extraordinary items, if any, shall be disclosed in accordance with Accounting Standard 5 (AS 5 – Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies) issued by ICAI / Company (Accounting Standards) Rules, 2006, whichever is applicable.
- i) Changes in accounting policies, if any, shall be disclosed in accordance with Accounting Standard 5 (AS 5 – Net Profit or Loss for the Period, Prior Period Items and Changes in Accounting Policies) issued by ICAI / Company (Accounting Standards) Rules, 2006, whichever is applicable.
- j) Companies, whose revenues are subject to material seasonal variations, shall disclose the seasonal nature of their activities. In addition, they may supplement their financial results with information for the 12 months period ending on the last day of the quarter for the current and preceding years on a rolling basis.
- k) The company shall disclose any event or transaction which occurred during or before the quarter that is material to an understanding of the results for the quarter including but not limited to completion of expansion and diversification programmes, strikes and lock-outs, change in management and change in capital structure. The company shall also disclose similar material events or transactions that take place subsequent to the end of the quarter.
- l) The company shall disclose the following in respect of dividends paid or recommended for the year, including interim dividends :
  - (i) amount of dividend distributed or proposed for distribution per share; the amounts in respect of different classes of shares shall be distinguished and the nominal values of shares shall also be indicated;
  - (ii) where dividend is paid or proposed to be paid pro-rata for shares allotted during the year, the date of allotment and number of shares allotted, pro-rata amount of dividend per share and the aggregate amount of dividend paid or proposed to be paid on pro-rata basis.
- m) The company shall disclose the effect on the financial results of material changes in the composition of the company, if any, including but not limited to business combinations, acquisitions or disposal of subsidiaries and long term investments, any other form of restructuring and discontinuance of operations.
- n) The company shall also disclose the number of investor complaints pending at the beginning of the quarter, those received and disposed of during the quarter and those remaining unresolved at the end of the quarter.

## **V) Formats**

- a) The quarterly financial results shall be in the format given in Annexure I for companies other than banks and that given in Annexure II for banks.
- b) Manufacturing, trading and service companies, which have followed functional (secondary) classification of expenditure in the annual profit and loss account published in the most recent annual report or which proposed to follow such classification for the current financial year, may furnish quarterly financial results in the alternative format given in Annexure III. The alternative format can be used only if such format is used consistently from the first quarter of the financial year.
- c) Consolidated financial results shall be in the same format as is applicable to stand-alone financial results. Additionally, details relating to minority interest, share of associates and other related items shall be separately given as additional row items.
- d) Annual audited financial results shall be in the format as is applicable to quarterly financial results. However, columns and figures relating to the last quarter, year to date results and corresponding three months in previous year need not be given.
- e) If the company has more than one reportable primary segment in terms of Accounting Standard 17 (AS 17 – Segment Reporting) issued by ICAI / Company (Accounting Standards) Rules,

2006, it shall also submit quarterly or annual segment information as part of financial results in the format given in Annexure IV.

- f) Limited review reports shall be given by auditors in the format given in Annexure V for companies other than banks (including those using the alternative format of financial results) and in the format given in Annexure VI for banks.
- g) In case of audited financial reports, the audit report shall be given in the format given in Annexure VII for companies other than banks (including those using the alternative format of financial results) and in the format given in Annexure VIII for banks.
- h) Disclosure of Balance Sheet items as per items (ea) shall be in the format specified in Annexure IX drawn from Schedule VI of the Companies Act, or its equivalent formats in other statutes, as applicable.

## **VI) Publication of financial results in newspapers**

- a) The company shall, within 48 hours of conclusion of the Board or Committee meeting at which the financial results were approved, publish a copy of the financial results which were submitted to the stock exchange in at least in one English daily newspaper circulating in the whole or substantially the whole of India and in one daily newspaper published in the language of the region, where the registered office of the company is situated:

**Provided** that where the company has opted to submit audited financial results under sub-clause I(b)(ii), it shall also publish the qualifications or reservations, if any, expressed by the auditor together with the audited results.

- b) Where the company has submitted consolidated financial results in addition to standalone financial results under sub-clause (I) (e), it shall publish consolidated financial results alongwith the following items on a stand-alone basis, as a foot note:- (a) Turnover (b) Profit before tax (c) Profit after tax in the newspapers, subject to the following:

(i) It shall intimate the stock exchange in the first quarter of the financial year or within such extended period as may be specified by SEBI in this regard and shall not change the same during the financial year;

(ii) In case the company changes its option in any subsequent year, it shall furnish comparable figures for the previous year in accordance with the option exercised for the current year.

(iii) It shall give a reference in the newspaper publication, to the places, such as the company's website and stock exchanges' websites, where the standalone results of the company are available".

(iv) Companies that are required to prepare consolidated financial results for the first time at the end of a financial year shall exercise the option mentioned at (b) above in respect of the quarter during the financial year in which they first acquire the subsidiary.

## **VII) Interpretation**

For the purposes of this clause, -

- a) 'financial year' means the period of twelve months commencing on the first day of April every year, subject however to items (e) to (h);
- b) 'annual results' mean the financial results prepared in accordance with this clause in respect of a financial year;
- c) 'quarter' means the period of three months commencing on the first day of April, July, October or January of a financial year, subject however to items (e) to (h);
- d) 'quarterly results' mean the financial results prepared in accordance with this clause in respect of a quarter;
- e) if the duration of financial year of the company is more than 12 months but does not exceed 15 months, there shall be 5 quarters in a financial year;

- f) if the duration of financial year of the company is more than 15 months but does not exceed 18 months, there shall be 6 quarters in a financial year.
- g) the company may at its option have a financial year commencing on a date other than the first day of April;
- h) the company may at its option have quarters commencing on dates other than those mentioned at item (c).

## Format for submission of Unaudited / Audited financial results by companies other than Banks

PART I							(Rs. in Lakhs)
Statement of Standalone / Consolidated Unaudited / Audited Results for the Quarter and _____ Months Ended dd/mm/yyyy OR for the Year Ended dd/mm/yyyy							
	Particulars	3 months ended (dd/mm/yyyy)	Preceding 3 months ended (dd/mm/yyyy)	Corresponding 3 months ended (dd/mm/yyyy) in the previous year	Year to date figures for current period ended (dd/mm/yyyy)	Year to date figures for the previous year ended (dd/mm/yyyy)	Previous year ended (dd/mm/yyyy)
	(Refer Notes Below)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Audited)
1	<b>Income from operations</b> Net sales/ income from operations (Net of excise duty) Other operating income  <b>Total income from operations (net)</b>						
2	<b>Expenses</b> (a) Cost of materials consumed (b) Purchases of stock-in-trade (c) Changes in inventories of finished goods, work-in-progress and stock-in-trade (d) Employee benefits expense (e) Depreciation and amortisation expense (f) Other expenses (Any item exceeding 10% of the total expenses relating to continuing operations to be shown separately)  <b>Total expenses</b>						

PART I							(Rs. in Lakhs)
Statement of Standalone / Consolidated Unaudited / Audited Results for the Quarter and _____ Months Ended dd/mm/yyyy OR for the Year Ended dd/mm/yyyy							
	Particulars	3 months ended (dd/mm/yyyy)	Preceding 3 months ended (dd/mm/yyyy)	Corresponding 3 months ended (dd/mm/yyyy) in the previous year	Year to date figures for current period ended (dd/mm/yyyy)	Year to date figures for the previous year ended (dd/mm/yyyy)	Previous year ended (dd/mm/yyyy)
	(Refer Notes Below)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Audited)
3	Profit / (Loss) from operations before other income, finance costs and exceptional items (1-2)						
4	Other income						
5	Profit / (Loss) from ordinary activities before finance costs and exceptional items (3 ± 4)						
6	Finance costs						
7	Profit / (Loss) from ordinary activities after finance costs but before exceptional items (5 ± 6)						
8	Exceptional items						
9	Profit / (Loss) from ordinary activities before tax (7 ± 8)						
10	Tax expense						
11	Net Profit / (Loss) from ordinary activities after tax (9 ± 10)						
12	Extraordinary items (net of tax expense Rs. ____ Lakhs)						
13	Net Profit / (Loss) for the period (11 ± 12)						

PART I							(Rs. in Lakhs)
Statement of Standalone / Consolidated Unaudited / Audited Results for the Quarter and _____ Months Ended dd/mm/yyyy OR for the Year Ended dd/mm/yyyy							
	Particulars	3 months ended (dd/mm/yyyy)	Preceding 3 months ended (dd/mm/yyyy)	Corresponding 3 months ended (dd/mm/yyyy) in the previous year	Year to date figures for current period ended (dd/mm/yyyy)	Year to date figures for the previous year ended (dd/mm/yyyy)	Previous year ended (dd/mm/yyyy)
	(Refer Notes Below)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Unaudited) / (Audited)	(Audited)
14	Share of profit / (loss) of associates*						
15	Minority interest *						
16	<b>Net Profit / (Loss) after taxes, minority interest and share of profit / (loss) of associates (13 ± 14 ± 15) *</b>						
17	Paid-up equity share capital (Face Value of the Share shall be indicated)						
18	Reserve excluding Revaluation Reserves as per balance sheet of previous accounting year						
19 .i	<b>Earnings per share (before extraordinary items) (of Rs. ___/- each) (not annualised):</b> (a) Basic (b) Diluted						
19 .ii	<b>Earnings per share (after extraordinary items) (of Rs. ___/- each) (not annualised):</b> (a) Basic (b) Diluted						
See accompanying note to the financial results							

\* Applicable in the case of consolidated results.



**Note:** The classification / disclosure of items in the financial results shall be in accordance with the Revised Schedule VI of the Companies Act, 1956.

Further to the above, profit/loss from discontinuing operations, if any, included in the above shall be disclosed with details thereof.

<b>PART II</b>							
<b>Select Information for the Quarter and</b>				<b>Months Ended dd/mm/yyyy</b>			
	<b>Particulars</b>	<b>3 months ended (dd/mm/yyyy)</b>	<b>Preceding 3 months ended (dd/mm/yyyy)</b>	<b>Corresponding 3 months ended (dd/mm/yyyy) in the previous year</b>	<b>Year to date figures for current period ended (dd/mm/yyyy)</b>	<b>Year to date figures for the previous year ended (dd/mm/yyyy)</b>	<b>Previous year ended (dd/mm/yyyy)</b>
<b>A</b>	<b>PARTICULARS OF SHAREHOLDING</b>						
<b>1</b>	Public shareholding - Number of shares - Percentage of shareholding						
<b>2</b>	Promoters and Promoter Group Shareholding ** a) Pledged / Encumbered - Number of shares - Percentage of shares (as a % of the total shareholding of promoter and promoter group) - Percentage of shares (as a % of the total share capital of the company) b) Non - encumbered - Number of shares - Percentage of shares (as a % of the total shareholding of the Promoter and Promoter group) - Percentage of shares (as a % of the total share capital of the company)						

	<b>Particulars</b>	<b>3 months ended (dd/mm/yyyy)</b>
<b>B</b>	<b>INVESTOR COMPLAINTS</b>  Pending at the beginning of the quarter Received during the quarter Disposed of during the quarter Remaining unresolved at the end of the quarter	

**Annexure II to Clause 41**

**Format for submitting the quarterly financial results by banks**

(Rs in Lakhs)

Particulars	3 months ended (dd/mm/yyyy)	Previous 3 months ended (dd/mm/yyyy)	Corresponding 3 months ended in the previous year (dd/mm/yyyy)	Year to Date figures for current Period ended (dd/mm/yyyy)	Year to Date figures for the previous year ended (dd/mm/yyyy)	Previous accounting year ended (dd/mm/yyyy)
	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*
1. Interest earned (a)+(b)+(c)+(d)						
(a) Interest/disc. on advances/bills						
(b) Income on investments						
(c) Interest on balances with Reserve Bank of India and other inter bank funds						
(d) Others						
2. Other Income						
<b>3. Total Income (1+2)</b>						
4. Interest Expended						
5. Operating Expenses (i)+(ii)						
(i) Employees cost						
(ii) Other operating expenses (All items exceeding 10% of the total expenditure excluding interest expenditure may be shown separately)						
6. Total Expenditure ((4+5) excluding provisions and contingencies						
7. Operating Profit before Provisions and Contingencies (3-6)						
8. Provisions (other than tax) and Contingencies						
9. Exceptional Items						
10. Profit (+)/ Loss (-) from Ordinary Activities before tax (7-8-9)						
11. Tax expense						
<b>12. Net Profit(+)/ Loss(-) from Ordinary Activities after tax (10-11)</b>						
13. Extraordinary items (net of tax expense)						
<b>14. Net Profit (+)/ Loss (-) for the period (12-13)</b>						
15. Paid-up equity share capital (Face Value of the Share shall be indicated)						
16. Reserves excluding Revaluation Reserves (as per balance sheet of previous accounting year)						
17. Analytical Ratios						
(i) Percentage of shares held by Government of India						
(ii) Capital Adequacy Ratio						

(iii) Earnings Per Share (EPS) a) Basic and diluted EPS before Extraordinary items (net of tax expense) for the period, for the year to date and for the previous year (not to be annualized) b) Basic and diluted EPS after Extraordinary items for the period, for the year to date and for the previous year (not to be annualized)						
(ii) NPA Ratios a) Gross/Net NPA b) % of Gross/Net NPA c) Return on Assets						
18. Public Shareholding – No. of shares – Percentage of Shareholding						
19. Promoters and promoter group Shareholding ** a) Pledged/Encumbered - Number of shares - Percentage of shares (as a % of the total shareholding of promoter and promoter group) - Percentage of shares (as a% of the total share capital of the company) b) Non-encumbered - Number of Shares - Percentage of shares (as a% of the total shareholding of promoter and promoter group) - Percentage of shares (as a % of the total share capital of the company)						

\*strike off whichever is not applicable

\*\*for the quarter ended December 2008, March 2009, June 2009 and September 2009 only the figures for the relevant quarter needs to be disclosed.

Notes (as per RBI requirements) -

1. Employee cost under Operating expenses to include all forms of consideration given by the bank in exchange for services rendered by employees. It should also include provisions for post employment benefits such as gratuity, pension, other retirement benefits, etc.
2. Extraordinary items as defined in Accounting Standard 5 as income or expenses that arise from the ordinary activities of the enterprise and therefore, are not expected to recur frequently or regularly.

(Rs. In Lakhs)

Sr. No.	Particulars	3 months ended (dd/mm/yyyy)	Previous 3 months ended (dd/mm/yyyy)	Corresponding 3 months ended in the previous year (dd/mm/yyyy)	Year to Date figures for current Period ended (dd/mm/yyyy)	Year to Date figures for the previous year ended (dd/mm/yyyy)	Previous accounting year ended (dd/mm/yyyy)
		Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*	Audited/Unaudited*
1	Net Income from sales/services						
2	Cost of sales/services (a) Increase/decrease in stock in trade and work in progress (b) Consumption of raw materials (c) Purchase of traded goods (d) Other expenditure						
<b>3</b>	<b>Gross Profit (1-2)</b>						
4	General Administrative Expenses						
5	Selling and Distribution Expenses						
6	Depreciation						
<b>7</b>	<b>Operating Profit before interest (3) - (4+5+6)</b>						
8	Interest						
9	Exceptional Items						
<b>10</b>	<b>Operating Profit after interest and Exceptional Items (7-8-9)</b>						
11	Other Income						
<b>12</b>	<b>Profit (+)/Loss (-) from Ordinary Activities before tax (10-11)</b>						
13	Tax Expense						
<b>14</b>	<b>Net Profit (+)/ Loss (-) from Ordinary Activities after tax (12-13)</b>						
15	Extraordinary items (net of tax expense)						
<b>16</b>	<b>Net Profit (+)/Loss(-) for the period(14-15)</b>						
17	Paid-up equity share capital (Face value of the Share shall be indicated)						

18	Reserves excluding Revaluation Reserves (as per balance sheet) of previous accounting year						
19	Earnings Per Share (EPS) a) Basic and diluted EPS before Extraordinary items for the period, for the year to date and for the previous year (not to be annualized) b) Basic and diluted EPS after Extraordinary items for the period, for the year to date and for the previous year (not to be annualized)						
20	Public shareholding – Number of shares – Percentage of shareholding						
21	Promoters and promoter group Shareholding ** a) Pledged/Encumbered - Number of shares - Percentage of shares (as a % of the total shareholding of promoter and promoter group) - Percentage of shares (as a% of the total share capital of the company) b) Non-encumbered - Number of Shares - Percentage of shares (as a% of the total shareholding of promoter and promoter group) - Percentage of shares (as a % of the total share capital of the company)						

\*Strike of whichever is not applicable

\*\*for the quarter ended December 2008, March 2009, June 2009 and September 2009 only the figures for the relevant quarter needs to be disclosed.

Note: Total expenditure incurred on (1) Employee Cost or (2) Any item of expenditure which exceeds 10% of the total expenditure, shall be given as a note.

**Annexure IV to Clause 41**

**Format for Reporting of Segment wise Revenue, Results and Capital Employed along with the quarterly results**

**(applicable for banks as well as companies other than banks)**

(Rs in Lakhs)

Particulars	3 months ended (dd/mm/yyyy)	Previous 3 months ended (dd/mm/yyyy)	Corresponding 3 months ended in the previous year (dd/mm/yyyy)	Year to Date figures for current Period ended (dd/mm/yyyy)	Year to Date figures for the previous year ended (dd/mm/yyyy)	Previous accounting year ended (dd/mm/yyyy)
	Audited/ Unaudited*	Audited/ Unaudited*	Audited/ Unaudited*	Audited/ Unaudited*	Audited/ Unaudited*	Audited/ Unaudited*
<b>1. Segment Revenue</b> (net sale/income from each segment should be disclosed under this head) (a) Segment – A (b) Segment – B (c) Segment – C (d) Segment.... (e) Unallocated <b>Total</b> <b>Less: Inter Segment Revenue</b>						
<b>Net sales/Income From Operations</b>						
<b>2. Segment Results</b> (Profit)(+)/ Loss (-) before tax and interest from Each segment)# (a) Segment – A (b) Segment – B (c) Segment – C (d) Segment.... (e) Unallocated <b>Total</b> Less: (i) Interest** (ii) Other Un-allocable Expenditure net off (iii) Un-allocable income						
<b>Total Profit Before Tax</b>						
<b>3. Capital Employed</b> (Segment assets – Segment Liabilities) (a) Segment – A (b) Segment – B (c) Segment – C (d) Segment.... (e) Unallocated <b>Total</b>						

\* strike off whichever is not applicable

# Profit/loss before tax and after interest in case of segments having operations which are primarily of financial nature.

\*\* Other than the interest pertaining to the segments having operations which are primarily of financial nature.

**Notes:**

- (a) Segment Revenue, Segment Results, Segment assets and Segment liabilities shall have the same meaning as defined in the Accounting Standards on Segment Reporting (AS-17) issued by ICAI/ Company (Accounting Standards) Rules, 2006.
- (b) The above information shall be furnished for each of the reportable primary segments as identified in accordance with AS-17, issued by ICAI/ Company (Accounting Standards) Rules, 2006.

**Annexure V to Clause 41**

**Format for the limited review report for companies other than banks:**

Review Report to .....

We have reviewed the accompanying statement of unaudited financial results of ..... (Name of the Company) for the period ended ..... except for the disclosures regarding 'Public Shareholding' and 'Promoter and Promoter Group Shareholding' which have been traced from disclosures made by the management and have not been audited by us. This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/ Committee of Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

We conducted our review in accordance with the Standard on Review Engagement (SRE) 2400, engagements to Review Financial Statements issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results prepared in accordance with applicable accounting standards<sup>6</sup> and other recognised accounting practices and policies has not disclosed the information required to be disclosed in terms of Clause 41 of the Listing Agreement including the manner in which it is to be disclosed, or that it contains any material misstatement.

For XYZ & Co  
Chartered Accountants

Signature  
(Name of the member signing the audit report)  
(Designation)<sup>7</sup>  
(Membership No.)

Place of signature

Date

---

<sup>1</sup> The Accounting Standards notified pursuant to Companies (Accounting Standards) Rules, 2006 and/or Accounting Standards issued by Institute of Chartered Accountants of India.

<sup>2</sup> Partner or Proprietor, as the case may be.

---

<sup>6</sup> The Accounting Standards notified pursuant to Companies (Accounting Standards) Rules, 2006 and/ or Accounting Standards issued by Institute of Chartered Accountants of India.

<sup>7</sup> Partner or Proprietor, as the case may be.

## Format for the limited review report for Banks:

Review Report to .....

We have reviewed the accompanying statement of unaudited financial results of \_\_\_\_ (Name of the Company) for the period ended \_\_\_\_ **except for the disclosures regarding 'Public Shareholding' and 'Promoter and Promoter Group Shareholding' which have been traced from disclosures made by the management and have not been audited by us.** This statement is the responsibility of the Company's Management and has been approved by the Board of Directors/ Committee of the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review.

We conducted our review in accordance with the Standard on Review Engagement (SRE) 2400, engagements to Review Financial Statements issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

In the conduct of our Review we have relied on the review reports in respect of non-performing assets received from concurrent auditors of \_\_\_\_\_ branches, inspection teams of the bank of \_\_\_\_\_ branches and other firms of auditors of \_\_\_\_\_ branches specifically appointed for this purpose. These review reports cover \_\_\_\_\_ percent of the advances portfolio of the bank. Apart from these review reports, in the conduct of our review, we have also relied upon various returns received from the branches of the bank.

Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results prepared in accordance with applicable accounting standards<sup>3</sup> and other recognised accounting practices and policies has not disclosed the information required to be disclosed in terms of Clause 41 of the Listing Agreement including the manner in which it is to be disclosed, or that it contains any material misstatement or that it has not been prepared in accordance with the relevant prudential norms issued by the Reserve Bank of India in respect of income recognition, asset classification, provisioning and other related matters.

For XYZ & Co  
Chartered Accountants

Signature  
(Name of the member signing the audit report)  
(Designation)<sup>4</sup>  
(Membership No.)

Place of signature

Date

<sup>3</sup> The Accounting Standards notified pursuant to Companies (Accounting Standards) Rules, 2006 and/or Accounting Standards issued by Institute of Chartered Accountants of India.

<sup>4</sup> Partner or Proprietor, as the case may be.



**When an Unqualified Opinion is Expressed on the Quarterly Financial Results  
(for companies other than banks)**

Auditor’s Report On Quarterly Financial Results and Year to Date Results of the Company Pursuant to the  
Clause 41 of the Listing Agreement

To

Board of Directors of ..... (name of the company)

We have audited the quarterly financial results of .....(name of the company) for the quarter ended ..... (date of the quarter end) and the year to date results for the period .... to ..., attached herewith, being submitted by the company pursuant to the requirement of clause 41 of the Listing Agreement, except for the disclosures regarding ‘Public Shareholding’ and ‘Promoter and Promoter Group Shareholding’ which have been traced from disclosures made by the management and have not been audited by us. These quarterly financial results as well as the year to date financial results have been prepared on the basis of the interim financial statements, which are the responsibility of the company’s management. Our responsibility is to express an opinion on these financial results based on our audit of such interim financial statements, which have been prepared in accordance with the recognition and measurement principles laid down in Accounting Standard (AS) 25, Interim Financial Reporting, issued pursuant to the Companies (Accounting Standards) Rules, 2006 as per section 211(3C) of the Companies Act, 1956 or by the Institute of Chartered Accountants of India<sup>5</sup> and other accounting principles generally accepted in India.

We conducted our audit in accordance with the auditing standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial results are free of material misstatement(s). An audit includes examining, on a test basis, evidence supporting the amounts disclosed as financial results. An audit also includes assessing the accounting principles used and significant estimates made by management. We believe that our audit provides a reasonable basis for our opinion.

In our opinion and to the best of our information and according to the explanations given to us these quarterly financial results as well as the year to date results:

- (i) are presented in accordance with the requirements of clause 41 of the Listing Agreement in this regard; and
- (ii) give a true and fair view of the net profit/ loss<sup>6</sup> and other financial information for the quarter ended .....(date of the quarter end) as well as the year to date results for the period from ..... to .....

Further, we also report that we have, on the basis of the books of account and other records and information and explanations given to us by the management, also verified the number of shares as well as percentage of shareholdings in respect of aggregate amount of public shareholdings, as furnished by the company in terms of clause 35 of the Listing Agreement and found the same to be correct.

For XYZ & Co.  
Chartered Accountants

Signature  
(Name of the member signing the audit report)  
(Designation)<sup>7</sup>  
(Membership Number)

Place of signature  
Date

---

<sup>5</sup> Where, a listed entity is not a company.  
<sup>6</sup> Whichever is applicable.  
<sup>7</sup> Partner or Proprietor, as the case may be.

**When an Unqualified Opinion is Expressed on the Quarterly Consolidated Financial Results  
(for companies other than banks)**

Auditor’s Report On Quarterly Consolidated Financial Results and Consolidated Year to Date Results of the  
Company Pursuant to the Clause 41 of the Listing Agreement

To  
Board of Directors of ..... (name of the company)

We have audited the quarterly consolidated financial results of .....(name of the company) for the quarter ended ..... (date of the quarter end) and the consolidated year to date results for the period ..... to ..., attached herewith, being submitted by the company pursuant to the requirement of clause 41 of the Listing Agreement except for the disclosures regarding 'Public Shareholding' and 'Promoter and Promoter Group Shareholding' which have been traced from disclosures made by the management and have not been audited by us. These consolidated quarterly financial results as well as the consolidated year to date financial results have been prepared from consolidated interim financial statements, which are the responsibility of the company's management. Our responsibility is to express an opinion on these consolidated financial results based on our audit of such consolidated interim financial statements, which have been prepared in accordance with the recognition and measurement principles laid down in Accounting Standard (AS) 25, Interim Financial Reporting, issued pursuant to the Companies (Accounting Standards) Rules, 2006 as per section 211(3C) of the Companies Act, 1956 or by the Institute of Chartered Accountants of India<sup>8</sup> and other accounting principles generally accepted in India.

We conducted our audit in accordance with the auditing standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial results are free of material misstatement(s). An audit includes examining, on a test basis, evidence supporting the amounts disclosed as financial results. An audit also includes assessing the accounting principles used and significant estimates made by management. We believe that our audit provides a reasonable basis for our opinion.

We did not audit the financial statements of .....(number) subsidiaries included in the consolidated quarterly financial results and consolidated year to date results, whose consolidated interim financial statements reflect total assets of Rs..... as at .....(year to date) and ..... as at the quarter ended .....(date of quarter end); as well as the total revenue of Rs.....as at.....(year to date) and Rs. .... as at the quarter ended .....(date of quarter end). These interim financial statements and other financial information have been audited by other auditors whose report(s) has (have) been furnished to us, and our opinion on the quarterly financial results and the year to date results, to the extent they have been derived from such interim financial statements is based solely on the report of such other auditors.

In our opinion and to the best of our information and according to the explanations given to us these consolidated quarterly financial results as well as the consolidated year to date results:

- (i) include the quarterly financial results and year to date of the following entities (list of entities included in consolidation);
- (ii) have been presented in accordance with the requirements of clause 41 of the Listing Agreement in this regard; and
- (iii) give a true and fair view of the consolidated net profit/loss<sup>9</sup> and other financial information for the quarter ended .....(date of the quarter end) as well as the consolidated year to date results for the period from ..... to .....

Further, we also report that we have, on the basis of the books of account and other records and information and explanations given to us by the management, also verified the consolidated number of shares as well as percentage of shareholdings in respect of aggregate amount of consolidated public shareholdings, as furnished by the company in terms of clause 35 of the Listing Agreement and found the same to be correct.

For XYZ & Co.  
Chartered Accountants

Signature  
(Name of the member signing the audit report)  
(Designation)<sup>10</sup>  
(Membership Number)

Place of signature  
Date

---

<sup>8</sup> Where, a listed entity is not a company.  
<sup>9</sup> Whichever is applicable.  
<sup>10</sup> Partner or Proprietor, as the case may be.

**When an Unqualified Opinion is Expressed on the Quarterly Financial Results  
(for Banks)**

**Auditor's Report On Quarterly Financial Results and Year to Date Results of the Company Pursuant  
to the Clause 41 of the Listing Agreement**

To  
Board of Directors of ..... (name of the Bank)

We have audited the quarterly financial results of .....(name of the bank) for the quarter ended ..... (date of the quarter end) and the year to date results for the period ..... to ....., attached herewith, being submitted by the bank pursuant to the requirement of clause 41 of the Listing Agreement except for the disclosures regarding 'Public Shareholding' and 'Promoter and Promoter Group Shareholding' which have been traced from disclosures made by the management and have not been audited by us. These quarterly financial results as well as the year to date financial results have been prepared from interim financial statements, which are the responsibility of the bank's management. Our responsibility is to express an opinion on these financial results based on our audit of such interim financial statements, which have been prepared in accordance with the recognition and measurement principles laid down in Accounting Standard (AS) 25, Interim Financial Reporting, issued pursuant to the Companies (Accounting Standards) Rules, 2006 as per section 211(3C) of the Companies Act, 1956 or by the Institute of Chartered Accountants of India<sup>11</sup> and other accounting principles generally accepted in India.

We conducted our audit in accordance with the auditing standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial results are free of material misstatement(s). An audit includes examining, on a test basis, evidence supporting the amounts disclosed as financial results. An audit also includes assessing the accounting principles used and significant estimates made by management. We believe that our audit provides a reasonable basis for our opinion.

These financial results incorporate the relevant returns of \_\_\_\_\_(number) branches audited by us, \_\_\_\_\_ (number) branches including \_\_\_\_\_ (number) foreign branches audited by the other auditors specially appointed for this purpose and unaudited returns in respect of \_\_\_\_\_ (number) branches. In conduct of our audit, we have taken note of the reports in respect of non performing assets received from the concurrent auditors of \_\_\_\_\_ (number) branches, inspection teams of banks of \_\_\_\_\_ (number) branches specifically appointed for this purpose. These reports cover \_\_\_\_\_ percent of advances portfolio of the Bank.

In our opinion and to the best of our information and according to the explanations given to us these quarterly financial results as well as the year to date results:

- (i) have been presented in accordance with the requirements of clause 41 of the Listing Agreement in this regard; and
- (ii) give a true and fair view of the net profit/loss<sup>12</sup> for the quarter ended .....(date of the quarter end) as well as the year to date results for the period from ..... to .....

Further, we also report that we have, on the basis of the books of account and other records and information and explanations given to us by the management, also verified the number of shares as well as percentage of shareholdings in respect of aggregate amount of public shareholdings, as furnished by the company in terms of clause 35 of the Listing Agreement and found the same to be correct.

For XYZ & Co.  
Chartered Accountants

Signature  
(Name of the member signing the audit report)  
(Designation)<sup>13</sup>

Place of Signature  
Date

---

<sup>11</sup> Where, a listed entity is not a company.

<sup>12</sup> Whichever is applicable.

<sup>13</sup> Partner or Proprietor, as the case may be.

**When an Unqualified Opinion is Expressed on the Consolidated Quarterly Financial Results  
(for Banks)**

Auditor's Report On Quarterly Consolidated Financial Results and Consolidated Year to Date Results of the  
Company Pursuant to the Clause 41 of the Listing Agreement

To

Board of Directors of ..... (name of the company)

We have audited the quarterly consolidated financial results of .....(name of the bank) for the quarter ended ..... (date of the quarter end) and the consolidated year to date results for the period ..... to ....., attached herewith, being submitted by the bank pursuant to the requirement of clause 41 of the Listing Agreement except for the disclosures regarding 'Public Shareholding' and 'Promoter and Promoter Group Shareholding' which have been traced from disclosures made by the management and have not been audited by us. These consolidated quarterly financial results as well as the consolidated year to date financial results have been prepared from the interim consolidated financial statements, which are the responsibility of the bank's management. Our responsibility is to express an opinion on these consolidated financial results based on our audit of such consolidated interim financial statements, which have been prepared in accordance with the recognition and measurement principles laid down in Accounting Standard (AS) 25, Interim Financial Reporting, issued pursuant to the Companies (Accounting Standards) Rules, 2006 as per section 211(3C) of the Companies Act, 1956 or by the Institute of Chartered Accountants of India<sup>14</sup> and other accounting principles generally accepted in India.

We conducted our audit in accordance with the auditing standards generally accepted in India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial results are free of material misstatement(s). An audit includes examining, on a test basis, evidence supporting the amounts disclosed as financial results. An audit also includes assessing the accounting principles used and significant estimates made by management. We believe that our audit provides a reasonable basis for our opinion.

These financial results incorporate the relevant returns of \_\_\_\_\_(number) branches audited by us, \_\_\_\_\_(number) branches including \_\_\_\_\_ (number) foreign branches audited by the other auditors specially appointed for this purpose and unaudited returns in respect of \_\_\_\_\_ (number) branches. In conduct of our audit, we have taken note of the reports in respect of non performing assets received from the concurrent auditors of \_\_\_\_\_ (number) branches, inspection teams of banks of \_\_\_\_\_ (number) branches specifically appointed for this purpose. These reports cover \_\_\_\_\_ percent of advances portfolio of the Bank.

We did not audit the financial statements of \_\_\_\_\_ (number) subsidiaries included in the consolidated quarterly financial results and consolidated year to date results, whose consolidated interim financial statements reflect total assets of Rs. .... as at .....(year to date) and Rs. .... for the quarter ended .....(date of quarter end) as well as the total revenue of Rs. .... as at ..... (year to date) and Rs. .... for the quarter ended .....(date of the quarter end). These interim financial statements and other financial information have been audited by other auditors whose report(s) has (have) been furnished to us, and our opinion on the quarterly financial results and the year to date results, to the extent they have been derived from such interim financial statements is based solely on the report of such other auditors.

In our opinion and to the best of our information and according to the explanations given to us these consolidated quarterly financial results as well as the consolidated year to date results:

- (i) Include the quarterly financial results and year to date of the following entities included in the consolidation (list the entities):
- (ii) have been presented in accordance with the requirements of clause 41 of the Listing Agreement in this regard; and
- (iii) give a true and fair view of the consolidated net profit/loss<sup>15</sup> and other financial information for the quarter ended .....(date of the quarter end) as well as the consolidated year to date results for the period from ..... to .....

Further, we also report that we have, on the basis of the books of account and other records and information and explanations given to us by the management, also verified the consolidated number of

shares as well as percentage of shareholdings in respect of aggregate amount of consolidated public shareholdings, as furnished by the company in terms of clause 35 of the Listing Agreement and found the same to be correct.

For XYZ & Co.  
Chartered Accountants

Signature  
(Name of the member signing the audit report)  
(Designation)<sup>16</sup>  
(Membership Number)

Place of signature

Date

<sup>14</sup> Where, a listed entity is not a company.

<sup>15</sup> Whichever is applicable.

<sup>16</sup> Partner or Proprietor, as the case may be.

### Annexure - IX

#### Clause 41 of the Listing Agreement For Companies (Other than Banks)

Standalone / Consolidated Statement of Assets and Liabilities		As at (current half year end / year end) (dd/mm/yyyy)	As at (previous year end) (dd/mm/yyyy)
Particulars			
<b>A</b>	<b>EQUITY AND LIABILITIES</b>		
<b>1</b>	<b>Shareholders' funds</b>		
	(a) Share capital		
	(b) Reserves and surplus		
	(c) Money received against share warrants		
	<b>Sub-total - Shareholders' funds</b>		
<b>2</b>	<b>Share application money pending allotment</b>		
<b>3</b>	<b>Minority interest *</b>		
<b>4</b>	<b>Non-current liabilities</b>		
	(a) Long-term borrowings		
	(b) Deferred tax liabilities (net)		
	(c) Other long-term liabilities		
	(d) Long-term provisions		
	<b>Sub-total - Non-current liabilities</b>		
<b>5</b>	<b>Current liabilities</b>		
	(a) Short-term borrowings		
	(b) Trade payables		
	(c) Other current liabilities		
	(d) Short-term provisions		
	<b>Sub-total - Current liabilities</b>		
	<b>TOTAL - EQUITY AND LIABILITIES</b>		
<b>B</b>	<b>ASSETS</b>		
<b>1</b>	<b>Non-current assets</b>		
	(a) Fixed assets		
	(b) Goodwill on consolidation *		
	(c) Non-current investments		
	(d) Deferred tax assets (net)		
	(e) Long-term loans and advances		
	(f) Other non-current assets		
	<b>Sub-total - Non-current assets</b>		

Standalone / Consolidated Statement of Assets and Liabilities		As at (current half year end / year end) (dd/mm/yyyy)	As at (previous year end) (dd/mm/yyyy)
Particulars			
<b>2</b>	<b>Current assets</b>		
	(a) Current investments		
	(b) Inventories		
	(c) Trade receivables		
	(d) Cash and cash equivalents		
	(e) Short-term loans and advances		
	(f) Other current assets		
	<b>Sub-total - Current assets</b>		
	<b>TOTAL - ASSETS</b>		

\* Applicable in the case of consolidated statement of assets and liabilities.

42. The Company agrees that it shall be a condition precedent for issuance of new securities that it shall deposit before the opening of subscription list and keep deposited with the Exchange (in cases where the securities are offered for subscription whether through a prospectus, letter of offer or otherwise) an amount calculated at the rate of 1% (one per cent) of the amount of securities offered for subscription to the public and/or to the holders of existing securities of the company, as the case may be for ensuring compliance by the company, within the prescribed or stipulated period, of all prevailing requirements of law and all prevailing listing requirements and conditions as mentioned in, and refundable or forfeitable in the manner stated in the Rules, Bye-laws and Regulations of the Exchange for the time being in force.

50% (fifty per cent) of the above mentioned security deposit should be paid to the Exchange in cash. The balance amount can be provided for by way of a bank guarantee. The amount to be paid in cash is limited to Rs.3 crores.

43. a) The Company agrees that it will furnish on a quarterly basis a statement to the Exchange indicating the variations between projected utilisation of funds and/or projected profitability statement made by it in its prospectus or letter of offer or object/s stated in the explanatory statement to the notice for the general meeting for considering preferential issue of securities, and the actual utilisation of funds and/or actual profitability.
- b) The statement referred to in clause (1) shall be given for each of the years for which projections are provided in the prospectus/letter of offer/object/s stated in the explanatory statement to the notice for considering preferential issue of securities and shall be published in newspapers simultaneously with the unaudited/audited financial results as required under clause 41.
- c) If there are material variations between the projections and the actual utilisation/profitability, the company shall furnish an explanation therefore in the advertisement and shall also provide the same in the Directors' Report.
- d) The statement referred to in clause (a) shall also be given for warrants issued along with public or rights issue of specified securities.

**43A. Statement of deviations in use of issue proceeds**

- (1) The company agrees to furnish to the stock exchange on a quarterly basis, a statement indicating material deviations, if any, in the use of proceeds of a public or rights issue from the objects stated in the offer document.
- (2) Where the company has appointed a monitoring agency to monitor utilisation of proceeds of a public or rights issue and such monitoring agency has pointed out any deviation in the use of the proceeds of the issue from the objects stated in the offer document or has given any other reservations about the end use of funds, the company agrees to intimate the same to the stock exchange, without any delay.
- (3) The information mentioned in sub-clause (1) shall be furnished to the stock exchange along with the interim or annual financial results submitted under clause 41 and shall be

published in the newspapers simultaneously with the interim or annual financial results, after placing it before the Audit Committee in terms of clause 49.

- (4) The information mentioned in sub-clause (2) shall, after review by the Audit Committee, be furnished to the stock exchange as and when received and shall simultaneously be published in the newspapers.
  - (5) The statement referred to in clause (1) shall also be given for warrants issued along with public or rights issue of specified securities
44. The company agrees that -
- a) as far as possible allotment of securities offered to the public shall be made within 30 days of the closure of the public issue;
  - b) it shall pay interest @ 15% per annum if the allotment has not been made and/or the refund orders have not been despatched to the investors within 30 days from the date of the closure of the issue.
45. Deleted.
46. The Company shall comply with the provisions of the SEBI (ICDR) Regulations, 2009 from time to time.
47. The Company agrees-
- a) to appoint the Company Secretary to act as Compliance Officer who will be responsible for monitoring the share transfer process and report to the Company's Board in each meeting. The compliance officer will directly liaise with the authorities such as SEBI, Stock Exchanges, Registrar of Companies, etc., and investors with respect to implementation of various clauses, rules, regulations and other directives of such authorities and investor service and complaints of related matter;
  - b) to undertake a due diligence survey to ascertain whether the Registrars and Share Transfer Agent/s (RTA) and/or In-house Share Transfer facility, as the case may be, are sufficiently equipped with infrastructure facilities such as adequate manpower, computer hardware and software, office space, documents handling facility, etc., to serve the shareholders.
  - c) that it will ensure that the RTA and/or the In-house Share Transfer facility, as the case may be, produces a certificate from a practicing Company Secretary within one month of the end of each half of the financial year, certifying that all certificates have been issued within fifteen days of the date of lodgment for transfer, sub-division, consolidation, renewal, exchange or endorsement of calls/allotment monies and a copy of the same shall be made available to the Exchange within 24 hours of the receipt of the certificate by the Company;
  - d) to furnish to the Exchange both by way of floppy disks and printed details, within 48 hours of its getting information regarding loss of share certificates and issue of the duplicate certificates;
  - e) to maintain copies of Memorandum of Understanding entered into with the RTA setting out their mutual responsibilities, at the Registered Office of the Company for Public inspection and the company further agrees to submit within 48 hours a copy of the same to the Exchange for its records.
  - f) to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints by investors. The company shall display the e-mail ID and other relevant details prominently on their websites and in the various materials / pamphlets / advertisement campaigns initiated by them for creating investor awareness".
48. The company agrees to co-operate with the Credit Rating Agencies in giving correct and adequate information for periodical review of the securities during lifetime of rated securities.

- I.** The company agrees to comply with the provisions of Clause 49 which shall be implemented in a manner so as to achieve the objectives of the principles as mentioned below. In case of any ambiguity, the said provisions shall be interpreted and applied in alignment with the principles.

**A. The Rights of Shareholders**

1. The company should seek to protect and facilitate the exercise of shareholders' rights.
  - a. Shareholders should have the right to participate in, and to be sufficiently informed on, decisions concerning fundamental corporate changes.
  - b. Shareholders should have the opportunity to participate effectively and vote in general shareholder meetings.
  - c. Shareholders should be informed of the rules, including voting procedures that govern general shareholder meetings.
  - d. Shareholders should have the opportunity to ask questions to the board, to place items on the agenda of general meetings, and to propose resolutions, subject to reasonable limitations.
  - e. Effective shareholder participation in key Corporate Governance decisions, such as the nomination and election of board members, should be facilitated.
  - f. The exercise of ownership rights by all shareholders, including institutional investors, should be facilitated.
  - g. The Company should have an adequate mechanism to address the grievances of the shareholders.
  - h. Minority shareholders should be protected from abusive actions by, or in the interest of, controlling shareholders acting either directly or indirectly, and should have effective means of redress.
2. The company should provide adequate and timely information to shareholders.
  - a. Shareholders should be furnished with sufficient and timely information concerning the date, location and agenda of general meetings, as well as full and timely information regarding the issues to be discussed at the meeting.
  - b. Capital structures and arrangements that enable certain shareholders to obtain a degree of control disproportionate to their equity ownership should be disclosed.
  - c. All investors should be able to obtain information about the rights attached to all series and classes of shares before they purchase.
3. The company should ensure equitable treatment of all shareholders, including minority and foreign shareholders.
  - a. All shareholders of the same series of a class should be treated equally.



- b. Effective shareholder participation in key Corporate Governance decisions, such as the nomination and election of board members, should be facilitated.
- c. Exercise of voting rights by foreign shareholders should be facilitated.
- d. The company should devise a framework to avoid Insider trading and abusive self-dealing.
- e. Processes and procedures for general shareholder meetings should allow for equitable treatment of all shareholders.
- f. Company procedures should not make it unduly difficult or expensive to cast votes.

## **B. Role of stakeholders in Corporate Governance**

1. The company should recognise the rights of stakeholders and encourage cooperation between company and the stakeholders.
  - a. The rights of stakeholders that are established by law or through mutual agreements are to be respected.
  - b. Stakeholders should have the opportunity to obtain effective redress for violation of their rights.
  - c. Company should encourage mechanisms for employee participation.
  - d. Stakeholders should have access to relevant, sufficient and reliable information on a timely and regular basis to enable them to participate in Corporate Governance process.
  - e. The company should devise an effective whistle blower mechanism enabling stakeholders, including individual employees and their representative bodies, to freely communicate their concerns about illegal or unethical practices.

## **C. Disclosure and transparency**

1. The company should ensure timely and accurate disclosure on all material matters including the financial situation, performance, ownership, and governance of the company.
  - a. Information should be prepared and disclosed in accordance with the prescribed standards of accounting, financial and non-financial disclosure.
  - b. Channels for disseminating information should provide for equal, timely and cost efficient access to relevant information by users.
  - c. The company should maintain minutes of the meeting explicitly recording dissenting opinions, if any.
  - d. The company should implement the prescribed accounting standards in letter and spirit in the preparation of financial statements taking into consideration the interest of all stakeholders and should also ensure that the annual audit is conducted by an independent, competent and qualified auditor.

## **D. Responsibilities of the Board**

1. Disclosure of Information

a. Members of the Board and key executives should be required to disclose to the board whether they, directly, indirectly or on behalf of third parties, have a material interest in any transaction or matter directly affecting the company.

b. The Board and top management should conduct themselves so as to meet the expectations of operational transparency to stakeholders while at the same time maintaining confidentiality of information in order to foster a culture for good decision-making.

## 2. Key functions of the Board

The board should fulfill certain key functions, including:

- a. Reviewing and guiding corporate strategy, major plans of action, risk policy, annual budgets and business plans; setting performance objectives; monitoring implementation and corporate performance; and overseeing major capital expenditures, acquisitions and divestments.
- b. Monitoring the effectiveness of the company's governance practices and making changes as needed.
- c. Selecting, compensating, monitoring and, when necessary, replacing key executives and overseeing succession planning.
- d. Aligning key executive and board remuneration with the longer term interests of the company and its shareholders.
- e. Ensuring a transparent board nomination process with the diversity of thought, experience, knowledge, perspective and gender in the Board.
- f. Monitoring and managing potential conflicts of interest of management, board members and shareholders, including misuse of corporate assets and abuse in related party transactions.
- g. Ensuring the integrity of the company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.
- h. Overseeing the process of disclosure and communications.
- i. Monitoring and reviewing Board Evaluation framework.

## 3. Other responsibilities

- a. The Board should provide the strategic guidance to the company, ensure effective monitoring of the management and should be accountable to the company and the shareholders.
- b. The Board should set a corporate culture and the values by which executives throughout a group will behave.
- c. Board members should act on a fully informed basis, in good faith, with due diligence and care, and in the best interest of the company and the shareholders.

- d. The Board should encourage continuing directors training to ensure that the Board members are kept up to date.
- e. Where Board decisions may affect different shareholder groups differently, the Board should treat all shareholders fairly.
- f. The Board should apply high ethical standards. It should take into account the interests of stakeholders.
- g. The Board should be able to exercise objective independent judgement on corporate affairs.
- h. Boards should consider assigning a sufficient number of non-executive Board members capable of exercising independent judgement to tasks where there is a potential for conflict of interest.
- i. The Board should ensure that, while rightly encouraging positive thinking, these do not result in over-optimism that either leads to significant risks not being recognised or exposes the company to excessive risk.
- j. The Board should have ability to 'step back' to assist executive management by challenging the assumptions underlying: strategy, strategic initiatives (such as acquisitions), risk appetite, exposures and the key areas of the company's focus.
- k. When committees of the board are established, their mandate, composition and working procedures should be well defined and disclosed by the board.
- l. Board members should be able to commit themselves effectively to their responsibilities.
- m. In order to fulfil their responsibilities, board members should have access to accurate, relevant and timely information.
- n. The Board and senior management should facilitate the Independent Directors to perform their role effectively as a Board member and also a member of a committee.

## **II. Board of Directors**

### **A. Composition of Board**

1. The Board of Directors of the company shall have an optimum combination of executive and non-executive directors with at least one woman director and not less than fifty percent of the Board of Directors comprising non-executive directors.
2. Where the Chairman of the Board is a non-executive director, at least one-third of the Board should comprise independent directors and in case the company does not have a regular non-executive Chairman, at least half of the Board should comprise independent directors.

Provided that where the regular non-executive Chairman is a promoter of the company or is related to any promoter or person occupying management positions at the Board level or at one level below the Board, at least one-half of the Board of the company shall consist of independent directors.

**Explanation:** For the purpose of the expression “related to any promoter” referred to in sub-clause (2):

- i. If the promoter is a listed entity, its directors other than the independent directors, its employees or its nominees shall be deemed to be related to it;
- ii. If the promoter is an unlisted entity, its directors, its employees or its nominees shall be deemed to be related to it.”

## **B. Independent Directors**

1. For the purpose of the clause A, the expression ‘independent director’ shall mean a non-executive director, other than a nominee director of the company:
  - a. who, in the opinion of the Board, is a person of integrity and possesses relevant expertise and experience;
  - b. (i) who is or was not a promoter of the company or its holding, subsidiary or associate company;  
  
(ii) who is not related to promoters or directors in the company, its holding, subsidiary or associate company;
  - c. apart from receiving director's remuneration, has or had no material pecuniary relationship with the company, its holding, subsidiary or associate company, or their promoters, or directors, during the two immediately preceding financial years or during the current financial year;
  - d. none of whose relatives has or had pecuniary relationship or transaction with the company, its holding, subsidiary or associate company, or their promoters, or directors, amounting to two per cent. or more of its gross turnover or total income or fifty lakh rupees or such higher amount as may be prescribed, whichever is lower, during the two immediately preceding financial years or during the current financial year;
  - e. who, neither himself nor any of his relatives —
    - (i) holds or has held the position of a key managerial personnel or is or has been employee of the company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed;
    - (ii) is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed, of —
      - (A) a firm of auditors or company secretaries in practice or cost auditors of the company or its holding, subsidiary or associate company; or
      - (B) any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to ten per cent or more of the gross turnover of such firm;
    - (iii) holds together with his relatives two per cent or more of the total voting power of the company; or

- (iv) is a Chief Executive or director, by whatever name called, of any non-profit organisation that receives twenty-five per cent or more of its receipts from the company, any of its promoters, directors or its holding, subsidiary or associate company or that holds two per cent or more of the total voting power of the company;
- (v) is a material supplier, service provider or customer or a lessor or lessee of the company;
- f. who is less than 21 years of age.

### **Explanation**

For the purposes of the sub-clause (1):

- i. "Associate" shall mean a company which is an "associate" as defined in Accounting Standard (AS) 23, "Accounting for Investments in Associates in Consolidated Financial Statements", issued by the Institute of Chartered Accountants of India.
- ii. "Key Managerial Personnel" shall mean "Key Managerial Personnel" as defined in section 2(51) of the Companies Act, 2013.
- iii. "Relative" shall mean "relative" as defined in section 2(77) of the Companies Act, 2013 and rules prescribed there under.

## **2. Limit on number of directorships**

- a. A person shall not serve as an independent director in more than seven listed companies.
- b. Further, any person who is serving as a whole time director in any listed company shall serve as an independent director in not more than three listed companies.

## **3. Maximum tenure of Independent Directors**

The maximum tenure of Independent Directors shall be in accordance with the Companies Act, 2013 and clarifications/ circulars issued by the Ministry of Corporate Affairs, in this regard, from time to time.

## **4. Formal letter of appointment to Independent Directors**

- a. The company shall issue a formal letter of appointment to independent directors in the manner as provided in the Companies Act, 2013.
- b. The terms and conditions of appointment shall be disclosed on the website of the company.

## **5. Performance evaluation of Independent Directors**

- a. The Nomination Committee shall lay down the evaluation criteria for performance evaluation of independent directors.
- b. The company shall disclose the criteria for performance evaluation, as laid down by the Nomination Committee, in its Annual Report.
- c. The performance evaluation of independent directors shall be done by the entire Board of Directors (excluding the director being evaluated).

- d. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.

## **6. Separate meetings of the Independent Directors**

- a. The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management. All the independent directors of the company shall strive to be present at such meeting.
- b. The independent directors in the meeting shall, *inter-alia*:
  - i. review the performance of non-independent directors and the Board as a whole;
  - ii. review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
  - iii. assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

## **7. Familiarisation programme for Independent Directors**

- a. The company shall familiarise the independent directors with the company, their roles, rights, responsibilities in the company, nature of the industry in which the company operates, business model of the company, etc., through various programmes.
- b. The details of such familiarisation programmes shall be disclosed on the company's website and a web link thereto shall also be given in the Annual Report.

## **C. Non-executive Directors' compensation and disclosures**

All fees / compensation, if any paid to non-executive directors, including independent directors, shall be fixed by the Board of Directors and shall require previous approval of shareholders in general meeting. The shareholders' resolution shall specify the limits for the maximum number of stock options that can be granted to non-executive directors, in any financial year and in aggregate.

Provided that the requirement of obtaining prior approval of shareholders in general meeting shall not apply to payment of sitting fees to non-executive directors, if made within the limits prescribed under the Companies Act, 2013 for payment of sitting fees without approval of the Central Government.

Provided further that independent directors shall not be entitled to any stock option.

#### **D. Other provisions as to Board and Committees**

1. The Board shall meet at least four times a year, with a maximum time gap of one hundred and twenty days between any two meetings. The minimum information to be made available to the Board is given in **Annexure - X to the Listing Agreement**.
2. A director shall not be a member in more than ten committees or act as Chairman of more than five committees across all companies in which he is a director. Furthermore, every director shall inform the company about the committee positions he occupies in other companies and notify changes as and when they take place.

#### **Explanation:**

- i. For the purpose of considering the limit of the committees on which a director can serve, all public limited companies, whether listed or not, shall be included and all other companies including private limited companies, foreign companies and companies under Section 8 of the Companies Act, 2013 shall be excluded.
  - ii. For the purpose of reckoning the limit under this sub-clause, Chairmanship / membership of the Audit Committee and the Stakeholders' Relationship Committee alone shall be considered.
3. The Board shall periodically review compliance reports of all laws applicable to the company, prepared by the company as well as steps taken by the company to rectify instances of non-compliances.
  4. An independent director who resigns or is removed from the Board of the Company shall be replaced by a new independent director at the earliest but not later than the immediate next Board meeting or three months from the date of such vacancy, whichever is later.
  5. Provided that where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.
  6. The Board of the company shall satisfy itself that plans are in place for orderly succession for appointments to the Board and to senior management.

#### **E. Code of Conduct**

1. The Board shall lay down a code of conduct for all Board members and senior management of the company. The code of conduct shall be posted on the website of the company.
2. All Board members and senior management personnel shall affirm compliance with the code on an annual basis. The Annual Report of the company shall contain a declaration to this effect signed by the CEO.
3. The Code of Conduct shall suitably incorporate the duties of Independent Directors as laid down in the Companies Act, 2013.

4. An independent director shall be held liable, only in respect of such acts of omission or commission by a company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently with respect of the provisions contained in the Listing Agreement.

**Explanation:** For this purpose, the term “senior management” shall mean personnel of the company who are members of its core management team excluding Board of Directors. Normally, this would comprise all members of management one level below the executive directors, including all functional heads.

## **F. Whistle Blower Policy**

1. The company shall establish a vigil mechanism for directors and employees to report concerns about unethical behaviour, actual or suspected fraud or violation of the company’s code of conduct or ethics policy.
2. This mechanism should also provide for adequate safeguards against victimization of director(s) / employee(s) who avail of the mechanism and also provide for direct access to the Chairman of the Audit Committee in exceptional cases.
3. The details of establishment of such mechanism shall be disclosed by the company on its website and in the Board’s report.

## **III. Audit Committee**

### **A. Qualified and Independent Audit Committee**

A qualified and independent audit committee shall be set up, giving the terms of reference subject to the following:

1. The audit committee shall have minimum three directors as members. Two-thirds of the members of audit committee shall be independent directors.
2. All members of audit committee shall be financially literate and at least one member shall have accounting or related financial management expertise.

**Explanation (i):** The term “financially literate” means the ability to read and understand basic financial statements i.e. balance sheet, profit and loss account, and statement of cash flows.

**Explanation (ii):** A member will be considered to have accounting or related financial management expertise if he or she possesses experience in finance or accounting, or requisite professional certification in accounting, or any other comparable experience or background which results in the individual’s financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities.

3. The Chairman of the Audit Committee shall be an independent director;
4. The Chairman of the Audit Committee shall be present at Annual General Meeting to answer shareholder queries;



5. The Audit Committee may invite such of the executives, as it considers appropriate (and particularly the head of the finance function) to be present at the meetings of the committee, but on occasions it may also meet without the presence of any executives of the company. The finance director, head of internal audit and a representative of the statutory auditor may be present as invitees for the meetings of the audit committee;
6. The Company Secretary shall act as the secretary to the committee.

## **B. Meeting of Audit Committee**

The Audit Committee should meet at least four times in a year and not more than four months shall elapse between two meetings. The quorum shall be either two members or one third of the members of the audit committee whichever is greater, but there should be a minimum of two independent members present.

## **C. Powers of Audit Committee**

The Audit Committee shall have powers, which should include the following:

1. To investigate any activity within its terms of reference.
2. To seek information from any employee.
3. To obtain outside legal or other professional advice.
4. To secure attendance of outsiders with relevant expertise, if it considers necessary.

## **D. Role of Audit Committee**

The role of the Audit Committee shall include the following:

1. Oversight of the company's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible;
2. Recommendation for appointment, remuneration and terms of appointment of auditors of the company;
3. Approval of payment to statutory auditors for any other services rendered by the statutory auditors;
4. Reviewing, with the management, the annual financial statements and auditor's report thereon before submission to the board for approval, with particular reference to:
  - a. Matters required to be included in the Director's Responsibility Statement to be included in the Board's report in terms of clause (c) of sub-section 3 of section 134 of the Companies Act, 2013
  - b. Changes, if any, in accounting policies and practices and reasons for the same

- c. Major accounting entries involving estimates based on the exercise of judgment by management
  - d. Significant adjustments made in the financial statements arising out of audit findings
  - e. Compliance with listing and other legal requirements relating to financial statements
  - f. Disclosure of any related party transactions
  - g. Qualifications in the draft audit report
5. Reviewing, with the management, the quarterly financial statements before submission to the board for approval;
  6. Reviewing, with the management, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document / prospectus / notice and the report submitted by the monitoring agency monitoring the utilisation of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter;
  7. Review and monitor the auditor's independence and performance, and effectiveness of audit process;
  8. Approval or any subsequent modification of transactions of the company with related parties;
  9. Scrutiny of inter-corporate loans and investments;
  10. Valuation of undertakings or assets of the company, wherever it is necessary;
  11. Evaluation of internal financial controls and risk management systems;
  12. Reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems;
  13. Reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;
  14. Discussion with internal auditors of any significant findings and follow up there on;
  15. Reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the board;
  16. Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;
  17. To look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;

18. To review the functioning of the Whistle Blower mechanism;
19. Approval of appointment of CFO (i.e., the whole-time Finance Director or any other person heading the finance function or discharging that function) after assessing the qualifications, experience and background, etc. of the candidate;
20. Carrying out any other function as is mentioned in the terms of reference of the Audit Committee.

**Explanation (i):** The term "related party transactions" shall have the same meaning as provided in Clause 49(VII) of the Listing Agreement.

#### **E. Review of information by Audit Committee**

The Audit Committee shall mandatorily review the following information:

1. Management discussion and analysis of financial condition and results of operations;
2. Statement of significant related party transactions (as defined by the Audit Committee), submitted by management;
3. Management letters / letters of internal control weaknesses issued by the statutory auditors;
4. Internal audit reports relating to internal control weaknesses; and
5. The appointment, removal and terms of remuneration of the Chief internal auditor shall be subject to review by the Audit Committee.

#### **IV. Nomination and Remuneration Committee**

- A. The company through its Board of Directors shall constitute the nomination and remuneration committee which shall comprise at least three directors, all of whom shall be non-executive directors and at least half shall be independent. Chairman of the committee shall be an independent director.

Provided that the chairperson of the company (whether executive or non-executive) may be appointed as a member of the Nomination and Remuneration Committee but shall not chair such Committee.

- B. The role of the committee shall, *inter-alia*, include the following:
  1. Formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the Board a policy, relating to the remuneration of the directors, key managerial personnel and other employees;
  2. Formulation of criteria for evaluation of Independent Directors and the Board;
  3. Devising a policy on Board diversity;
  4. Identifying persons who are qualified to become directors and who may be appointed in senior management in accordance with the criteria laid down, and recommend to the

Board their appointment and removal. The company shall disclose the remuneration policy and the evaluation criteria in its Annual Report.

- C. The Chairman of the nomination and remuneration committee could be present at the Annual General Meeting, to answer the shareholders' queries. However, it would be up to the Chairman to decide who should answer the queries.

## V. **Subsidiary Companies**

- A. At least one independent director on the Board of Directors of the holding company shall be a director on the Board of Directors of a material non-listed Indian subsidiary company.
- B. The Audit Committee of the listed holding company shall also review the financial statements, in particular, the investments made by the unlisted subsidiary company.
- C. The minutes of the Board meetings of the unlisted subsidiary company shall be placed at the Board meeting of the listed holding company. The management should periodically bring to the attention of the Board of Directors of the listed holding company, a statement of all significant transactions and arrangements entered into by the unlisted subsidiary company.
- D. The company shall formulate a policy for determining 'material' subsidiaries and such policy shall be disclosed on the company's website and a web link thereto shall be provided in the Annual Report.
- E. For the purpose of this clause, a subsidiary shall be considered as material if the investment of the company in the subsidiary exceeds twenty per cent of its consolidated net worth as per the audited balance sheet of the previous financial year or if the subsidiary has generated twenty per cent of the consolidated income of the company during the previous financial year.
- F. No company shall dispose of shares in its material subsidiary which would reduce its shareholding (either on its own or together with other subsidiaries) to less than 50% or cease the exercise of control over the subsidiary without passing a special resolution in its General Meeting except in cases where such divestment is made under a scheme of arrangement duly approved by a Court/Tribunal.
- G. Selling, disposing and leasing of assets amounting to more than twenty percent of the assets of the material subsidiary on an aggregate basis during a financial year shall require prior approval of shareholders by way of special resolution, unless the sale/disposal/lease is made under a scheme of arrangement duly approved by a Court/Tribunal.

**Explanation (i):** For the purpose of sub-clause (V)(A), the term "material non-listed Indian subsidiary" shall mean an unlisted subsidiary, incorporated in India, whose income or net worth (i.e. paid up capital and free reserves) exceeds 20% of the consolidated income or net worth respectively, of the listed holding company and its subsidiaries in the immediately preceding accounting year.

**Explanation (ii):** For the purpose of sub-clause (V)(C), the term "significant transaction or arrangement" shall mean any individual transaction or arrangement that exceeds or is likely to exceed 10% of the total revenues or total expenses or total assets or total liabilities, as the case may be, of the material unlisted subsidiary for the immediately preceding accounting year.

**Explanation (iii):** For the purpose of sub-clause (V), where a listed holding company has a listed subsidiary which is itself a holding company, the above provisions shall apply to the listed subsidiary insofar as its subsidiaries are concerned.

## **VI. Risk Management**

- A. The company shall lay down procedures to inform Board members about the risk assessment and minimization procedures.
- B. The Board shall be responsible for framing, implementing and monitoring the risk management plan for the company.
- C. The company through its Board of Directors shall constitute a Risk Management Committee. The Board shall define the roles and responsibilities of the Risk Management Committee and may delegate monitoring and reviewing of the risk management plan to the committee and such other functions as it may deem fit.
- D. The majority of Committee shall consist of members of the Board of Directors.
- E. Senior executives of the company may be members of the said Committee but the Chairman of the Committee shall be a member of the Board of Directors.

## **VII. Related Party Transactions**

- A. A related party transaction is a transfer of resources, services or obligations between a company and a related party, regardless of whether a price is charged.

**Explanation:** A "transaction" with a related party shall be construed to include single transaction or a group of transactions in a contract

- B. For the purpose of Clause 49 (VII), an entity shall be considered as related to the company if:
  - (i) such entity is a related party under Section 2(76) of the Companies Act, 2013; or
  - (ii) such entity is a related party under the applicable accounting standards.

- C. The company shall formulate a policy on materiality of Related Party Transactions and also on dealing with Related Party Transactions.

Provided that a transaction with a related party shall be considered material if the transaction / transactions to be entered into individually or taken together with previous transactions during a financial year, exceeds ten percent of the annual consolidated turnover of the company as per the last audited financial statements of the company.

- D. All Related Party Transactions shall require prior approval of the Audit Committee. However, the Audit Committee may grant omnibus approval for Related Party Transactions proposed to be entered into by the company subject to the following conditions:

- a. The Audit Committee shall lay down the criteria for granting the omnibus approval in line with the policy on Related Party Transactions of the company and such approval shall be applicable in respect of transactions which are repetitive in nature.
  - b. The Audit Committee shall satisfy itself the need for such omnibus approval and that such approval is in the interest of the company;
  - c. Such omnibus approval shall specify (i) the name/s of the related party, nature of transaction, period of transaction, maximum amount of transaction that can be entered into, (ii) the indicative base price / current contracted price and the formula for variation in the price if any and (iii) such other conditions as the Audit Committee may deem fit;
- Provided that where the need for Related Party Transaction cannot be foreseen and aforesaid details are not available, Audit Committee may grant omnibus approval for such transactions subject to their value not exceeding Rs.1 crore per transaction.
- d. Audit Committee shall review, atleast on a quarterly basis, the details of RPTs entered into by the company pursuant to each of the omnibus approval given.
  - e. Such omnibus approvals shall be valid for a period not exceeding one year and shall require fresh approvals after the expiry of one year
- E. All material Related Party Transactions shall require approval of the shareholders through special resolution and the related parties shall abstain from voting on such resolutions.

Provided that sub-clause 49 (VII) (D) and (E) shall not be applicable in the following cases:

(i) Transactions entered into between two government companies;

(ii) Transactions entered into between a holding company and its wholly owned subsidiary whose accounts are consolidated with such holding company and placed before the shareholders at the general meeting for approval.

**Explanation(i):** For the purpose of Clause 49(VII), "Government company" shall have the same meaning as defined in Section 2(45) of the Companies Act, 2013."

**Explanation(ii):** For the purpose of Clause 49(VII), all entities falling under the definition of related parties shall abstain from voting irrespective of whether the entity is a party to the particular transaction or not

## **VIII. Disclosures**

### **A. Related Party Transactions**

1. Details of all material transactions with related parties shall be disclosed quarterly along with the compliance report on corporate governance.
2. The company shall disclose the policy on dealing with Related Party Transactions on its website and a web link thereto shall be provided in the Annual Report

## **B. Disclosure of Accounting Treatment**

Where in the preparation of financial statements, a treatment different from that prescribed in an Accounting Standard has been followed, the fact shall be disclosed in the financial statements, together with the management's explanation as to why it believes such alternative treatment is more representative of the true and fair view of the underlying business transaction in the Corporate Governance Report.

## **C. Remuneration of Directors**

1. All pecuniary relationship or transactions of the non-executive directors vis-à-vis the company shall be disclosed in the Annual Report.
2. In addition to the disclosures required under the Companies Act, 2013, the following disclosures on the remuneration of directors shall be made in the section on the corporate governance of the Annual Report:
  - a. All elements of remuneration package of individual directors summarized under major groups, such as salary, benefits, bonuses, stock options, pension etc.
  - b. Details of fixed component and performance linked incentives, along with the performance criteria.
  - c. Service contracts, notice period, severance fees.
  - d. Stock option details, if any - and whether issued at a discount as well as the period over which accrued and over which exercisable.
3. The company shall publish its criteria of making payments to non-executive directors in its annual report. Alternatively, this may be put up on the company's website and reference drawn thereto in the annual report.
4. The company shall disclose the number of shares and convertible instruments held by non-executive directors in the annual report.
5. Non-executive directors shall be required to disclose their shareholding (both own or held by / for other persons on a beneficial basis) in the listed company in which they are proposed to be appointed as directors, prior to their appointment. These details should be disclosed in the notice to the general meeting called for appointment of such director

## **D. Management**

1. As part of the directors' report or as an addition thereto, a Management Discussion and Analysis report should form part of the Annual Report to the shareholders. This Management Discussion & Analysis should include discussion on the following matters within the limits set by the company's competitive position:
  - a. Industry structure and developments.
  - b. Opportunities and Threats.
  - c. Segment-wise or product-wise performance.
  - d. Outlook
  - e. Risks and concerns.
  - f. Internal control systems and their adequacy.

- g. Discussion on financial performance with respect to operational performance.
  - h. Material developments in Human Resources / Industrial Relations front, including number of people employed.
2. Senior management shall make disclosures to the board relating to all material financial and commercial transactions, where they have personal interest, that may have a potential conflict with the interest of the company at large (for e.g. dealing in company shares, commercial dealings with bodies, which have shareholding of management and their relatives etc.)

**Explanation:** For this purpose, the term "senior management" shall mean personnel of the company who are members of its core management team excluding the Board of Directors). This would also include all members of management one level below the executive directors including all functional heads.

3. The Code of Conduct for the Board of Directors and the senior management shall be disclosed on the website of the company.

## **E. Shareholders**

1. In case of the appointment of a new director or re-appointment of a director the shareholders must be provided with the following information:
- a. A brief resume of the director;
  - b. Nature of his expertise in specific functional areas;
  - c. Names of companies in which the person also holds the directorship and the membership of Committees of the Board; and
  - d. Shareholding of non-executive directors as stated in Clause 49 (IV) (E) (v) above
2. Disclosure of relationships between directors inter-se shall be made in the Annual Report, notice of appointment of a director, prospectus and letter of offer for issuances and any related filings made to the stock exchanges where the company is listed.
3. Quarterly results and presentations made by the company to analysts shall be put on company's web-site, or shall be sent in such a form so as to enable the stock exchange on which the company is listed to put it on its own web-site.
4. A committee under the Chairmanship of a non-executive director and such other members as may be decided by the Board of the company shall be formed to specifically look into the redressal of grievances of shareholders, debenture holders and other security holders. This Committee shall be designated as 'Stakeholders Relationship Committee' and shall consider and resolve the grievances of the security holders of the company including complaints related to transfer of shares, non-receipt of balance sheet, non-receipt of declared dividends.
5. To expedite the process of share transfers, the Board of the company shall delegate the power of share transfer to an officer or a committee or to the registrar and share transfer agents. The delegated authority shall attend to share transfer formalities at least once in a fortnight.



## **I. Proceeds from public issues, rights issue, preferential issues, etc.<sup>8</sup>**

When money is raised through an issue (public issues, rights issues, preferential issues etc.), the company shall disclose the uses / applications of funds by major category (capital expenditure, sales and marketing, working capital, etc), on a quarterly basis as a part of their quarterly declaration of financial results to the Audit Committee. Further, on an annual basis, the company shall prepare a statement of funds utilized for purposes other than those stated in the offer document / prospectus / notice and place it before the audit committee. Such disclosure shall be made only till such time that the full money raised through the issue has been fully spent. This statement shall be certified by the statutory auditors of the company. Furthermore, where the company has appointed a monitoring agency to monitor the utilisation of proceeds of a public or rights issue, it shall place before the Audit Committee the monitoring report of such agency, upon receipt, without any delay. The audit committee shall make appropriate recommendations to the Board to take up steps in this matter.

## **IX. CEO/CFO certification**

The CEO or the Managing Director or manager or in their absence, a Whole Time Director appointed in terms of Companies Act, 2013 and the CFO shall certify to the Board that:

- A. They have reviewed financial statements and the cash flow statement for the year and that to the best of their knowledge and belief :
  1. these statements do not contain any materially untrue statement or omit any material fact or contain statements that might be misleading;
  2. these statements together present a true and fair view of the company's affairs and are in compliance with existing accounting standards, applicable laws and regulations.
- B. There are, to the best of their knowledge and belief, no transactions entered into by the company during the year which are fraudulent, illegal or violative of the company's code of conduct.
- C. They accept responsibility for establishing and maintaining internal controls for financial reporting and that they have evaluated the effectiveness of internal control systems of the company pertaining to financial reporting and they have disclosed to the auditors and the Audit Committee, deficiencies in the design or operation of such internal controls, if any, of which they are aware and the steps they have taken or propose to take to rectify these deficiencies.
- D. They have indicated to the auditors and the Audit committee:
  1. significant changes in internal control over financial reporting during the year;
  2. significant changes in accounting policies during the year and that the same have been disclosed in the notes to the financial statements; and
  3. instances of significant fraud of which they have become aware and the involvement therein, if any, of the management or an employee having a significant role in the company's internal control system over financial reporting.

---

<sup>8</sup> Sub clauses (F), (G) and (H) deleted pursuant to SEBI Circular No.CIR/CFD/POLICY CELL/7/2014 dated September 15, 2014.

## **X. Report on Corporate Governance**

- A. There shall be a separate section on Corporate Governance in the Annual Reports of company, with a detailed compliance report on Corporate Governance. Noncompliance of any mandatory requirement of this clause with reasons thereof and the extent to which the non-mandatory requirements have been adopted should be specifically highlighted. The suggested list of items to be included in this report is given in **Annexure - XII** and list of non-mandatory requirements is given in **Annexure – XIII**.
- B. The companies shall submit a quarterly compliance report to the stock exchanges within 15 days from the close of quarter as per the format given in **Annexure – XI**. The report shall be signed either by the Compliance Officer or the Chief Executive Officer of the company.

## **XI. Compliance**

- A. The company shall obtain a certificate from either the auditors or practicing company secretaries regarding compliance of conditions of corporate governance as stipulated in this clause and annex the certificate with the directors' report, which is sent annually to all the shareholders of the company. The same certificate shall also be sent to the Stock Exchanges along with the annual report filed by the company.
- B. The non-mandatory requirements given in **Annexure - XIII** may be implemented as per the discretion of the company. However, the disclosures of the compliance with mandatory requirements and adoption (and compliance) / non-adoption of the non-mandatory requirements shall be made in the section on corporate governance of the Annual Report.

**Information to be placed before Board of Directors**

1. Annual operating plans and budgets and any updates.
2. Capital budgets and any updates.
3. Quarterly results for the company and its operating divisions or business segments.
4. Minutes of meetings of audit committee and other committees of the board.
5. The information on recruitment and remuneration of senior officers just below the board level, including appointment or removal of Chief Financial Officer and the Company Secretary.
6. Show cause, demand, prosecution notices and penalty notices which are materially important.
7. Fatal or serious accidents, dangerous occurrences, any material effluent or pollution problems.
8. Any material default in financial obligations to and by the company, or substantial nonpayment for goods sold by the company.
9. Any issue, which involves possible public or product liability claims of substantial nature, including any judgement or order which, may have passed strictures on the conduct of the company or taken an adverse view regarding another enterprise that can have negative implications on the company.
10. Details of any joint venture or collaboration agreement.
11. Transactions that involve substantial payment towards goodwill, brand equity, or intellectual property.
12. Significant labour problems and their proposed solutions. Any significant development in Human Resources/ Industrial Relations front like signing of wage agreement, implementation of Voluntary Retirement Scheme etc.
13. Sale of material nature, of investments, subsidiaries, assets, which is not in normal course of business.
14. Quarterly details of foreign exchange exposures and the steps taken by management to limit the risks of adverse exchange rate movement, if material.
15. Non-compliance of any regulatory, statutory or listing requirements and shareholders service such as non-payment of dividend, delay in share transfer etc.

**Annexure - XI to the Listing Agreement**

**Format of Quarterly Compliance Report on Corporate Governance**

**Name of the Company:**

**Quarter ending on:**

<b>Particulars</b>	<b>Clause of Listing agreement</b>	<b>Compliance Status Yes/No</b>	<b>Remarks</b>
<b>II. Board of Directors</b>	49 (II)		
(A) Composition of Board	49 (IIA)		
(B) Independent Directors	49 (IIB)		
(C) Non-executive Directors' compensation & disclosures	49 (IIC)		
(D) Other provisions as to Board and Committees	49 (IID)		
(E) Code of Conduct	49 (IIE)		
(F) Whistle Blower Policy	49 (IIF)		
<b>III. Audit Committee</b>	49 (III)		
(A) Qualified & Independent Audit Committee	49 (IIIA)		
(B) Meeting of Audit Committee	49 (IIIB)		
(C) Powers of Audit Committee	49 (IIIC)		
(D) Role of Audit Committee	49 (IIID)		
(E) Review of Information by Audit Committee	49 (IIIE)		
<b>IV. Nomination and Remuneration Committee</b>	49 (IV)		
<b>V. Subsidiary Companies</b>	49 (V)		
<b>VI. Risk Management</b>	49 (VI)		
<b>VII. Related Party Transactions</b>	49 (VII)		
<b>VIII. Disclosures</b>	49 (VIII)		
(A) Related party transactions	49 (VIIIA)		
(B) Disclosure of Accounting Treatment	49 (VIIIB)		
(C) Remuneration of Directors	49 (VIII C)		
(D) Management	49 (VIII D)		
(E) Shareholders	49 VIII E)		
(I) Proceeds from public issues, rights issue, preferential issues, etc	49 (VIII I)		

Particulars	Clause of Listing agreement	Compliance Status Yes/No	Remarks
<b>IX. CEO/CFO Certification</b>	49 (IX)		
<b>X. Report on Corporate Governance</b>	49 (X)		
<b>XI. Compliance</b>	49 (XI)		

**Note:**

1. The details under each head shall be provided to incorporate all the information required as per the provisions of the Clause 49 of the Listing Agreement.
2. In the column No. 3, compliance or non-compliance may be indicated by Yes/No/N.A.. For example, if the Board has been composed in accordance with the Clause 49 I of the Listing Agreement, "Yes" may be indicated. Similarly, in case the company has no related party transactions, the words "N.A." may be indicated against 49(VII).
3. In the remarks column, reasons for non-compliance may be indicated, for example, in case of requirement related to circulation of information to the shareholders, which would be done only in the AGM/EGM, it might be indicated in the "Remarks" column as – "will be complied with at the AGM". Similarly, in respect of matters which can be complied with only where the situation arises, for example, "Report on Corporate Governance" is to be a part of Annual Report only, the words "will be complied in the next Annual Report" may be indicated.

## **Annexure - XII to the Listing Agreement**

### **Suggested List of Items to Be Included In the Report on Corporate Governance in the Annual Report of Companies**

1. A brief statement on company's philosophy on code of governance.
2. Board of Directors:
  - a. Composition and category of directors, for example, promoter, executive, nonexecutive, independent non-executive, nominee director, which institution represented as lender or as equity investor.
  - b. Attendance of each director at the Board meetings and the last AGM.
  - c. Number of other Boards or Board Committees in which he/she is a member or Chairperson.
  - d. Number of Board meetings held, dates on which held.
3. Audit Committee:
  - i. Brief description of terms of reference
  - ii. Composition, name of members and Chairperson
  - iii. Meetings and attendance during the year
4. Nomination and Remuneration Committee:
  - i. Brief description of terms of reference
  - ii. Composition, name of members and Chairperson
  - iii. Attendance during the year
  - iv. Remuneration policy
  - v. Details of remuneration to all the directors, as per format in main report.
5. Stakeholders' Grievance Committee:
  - i. Name of non-executive director heading the committee
  - ii. Name and designation of compliance officer
  - iii. Number of shareholders' complaints received so far
  - iv. Number not solved to the satisfaction of shareholders
  - v. Number of pending complaints
6. General Body meetings:
  - i. Location and time, where last three AGMs held.
  - ii. Whether any special resolutions passed in the previous 3 AGMs

- iii. Whether any special resolution passed last year through postal ballot – details of voting pattern
- iv. Person who conducted the postal ballot exercise
- v. Whether any special resolution is proposed to be conducted through postal ballot
- vi. Procedure for postal ballot

7. Disclosures:

- i. Disclosures on materially significant related party transactions that may have potential conflict with the interests of company at large.
- ii. Details of non-compliance by the company, penalties, strictures imposed on the company by Stock Exchange or SEBI or any statutory authority, on any matter related to capital markets, during the last three years.
- iii. Whistle Blower policy and affirmation that no personnel has been denied access to the audit committee.
- iv. Details of compliance with mandatory requirements and adoption of the non-mandatory requirements of this clause

8. Means of communication:

- i. Quarterly results
- ii. Newspapers wherein results normally published
- iii. Any website, where displayed
- iv. Whether it also displays official news releases; and
- v. The presentations made to institutional investors or to the analysts.

9. General Shareholder information:

- i. AGM: Date, time and venue
- ii. Financial year
- iii. Date of Book closure
- iv. Dividend Payment Date
- v. Listing on Stock Exchanges
- vi. Stock Code
- vii. Market Price Data: High., Low during each month in last financial year
- viii. Performance in comparison to broad-based indices such as BSE Sensex, CRISIL index etc.
- ix. Registrar and Transfer Agents
- x. Share Transfer System
- xi. Distribution of shareholding
- xii. Dematerialization of shares and liquidity
- xiii. Outstanding GDRs/ADRs/Warrants or any Convertible instruments, conversion date and likely impact on equity
- xiv. Plant Locations
- xv. Address for correspondence

**Non-Mandatory Requirements**

**1. The Board**

The Board - A non-executive Chairman may be entitled to maintain a Chairman's office at the company's expense and also allowed reimbursement of expenses incurred in performance of his duties.

**2. Shareholder Rights**

A half-yearly declaration of financial performance including summary of the significant events in last six-months, may be sent to each household of shareholders.

**3. Audit qualifications**

Company may move towards a regime of unqualified financial statements.

**4. Separate posts of Chairman and CEO**

The company may appoint separate persons to the post of Chairman and Managing Director/CEO.

**5. Reporting of Internal Auditor**

The Internal auditor may report directly to the Audit Committee.

50. The company will mandatorily comply with all the Accounting Standards issued by Institute of Chartered Accountants of India (ICAI) from time to time."

51. Deleted.

**52. Corporate Filing and Dissemination System (CFDS), viz., [www.corpfiling.co.in](http://www.corpfiling.co.in)**

(1) The company agrees -

- (a) to file on the CFDS, such information, statements and reports as may be specified by the Participating Stock Exchanges in this regard.
- (b) that the Compliance Officer, appointed under clause 47(a) and the company shall be responsible for ensuring the correctness, authenticity and comprehensiveness of the information, statements and reports filed under this clause and also for ensuring that such information is in conformity with the applicable laws and the listing agreement.
- (c) to ensure that the electronic filing of information through CFDS, pursuant to compliance with any clause of the listing agreement, shall be done within the time limit specified in the respective clause of the listing agreement.
- (d) to put in place such infrastructure as may be required to comply with the clause.

Explanation: For the purposes of this clause –

- (i) The term "Corporate Filing and Dissemination System (CFDS)" shall mean the portal at the URL [www.corpfiling.co.in](http://www.corpfiling.co.in) or such other website as may be



specified by the participating stock exchanges from time to time to take care of exigencies, if any.

- (ii) The term "Participating Stock Exchanges" shall mean the stock exchanges owning and maintaining CFDS.
53. The company agrees to notify the stock exchange and also disseminate through its own website, immediately upon entering into agreements with media companies and/or their associates, the following information:-
- a. Disclosures regarding the shareholding (if any) of such media companies/associates in the company.
  - b. Any other disclosures related to such agreements, viz., details of nominee of the media companies on the Board of the company, any management control or potential conflict of interest arising out of such agreements, etc.
  - c. Disclosures regarding any other back to back treaties/contracts/agreements/MoUs or similar instruments entered into by the company with media companies and/or their associates for the purpose of advertising, publicity, etc.
54. The issuer company agrees to maintain a functional website containing basic information about the company e.g. details of its business, financial information, shareholding pattern, compliance with corporate governance, contact information of the designated officials of the company who are responsible for assisting and handling investor grievances, details of agreements entered into with the media companies and/or their associates, etc. The company also agrees to ensure that the contents of the said website are updated at any given point of time."
55. Listed entities shall submit, as part of their Annual Reports, Business Responsibility Reports, describing the initiatives taken by them from an environmental, social and governance perspective, in the format suggested as under.

#### **Business Responsibility Report – Suggested Framework**

##### **Section A: General Information about the Company**

1. Corporate Identity Number (CIN) of the Company
2. Name of the Company
3. Registered address
4. Website
5. E-mail id
6. Financial Year reported
7. Sector(s) that the Company is engaged in (industrial activity code-wise)
8. List three key products/services that the Company manufactures/provides (as in balance sheet)

---

<sup>7</sup> Inserted pursuant to SEBI circular No.CIR/CFD/DIL/8/2012 dated August 13, 2012. This clause is applicable to top 100 listed companies based on Market Capitalisation at BSE as on March 31, 2012 and shall be effective from financial year ending on or after December 31, 2012. However, listed entities that are yet to submit their Annual Reports for financial year ended on March 31, 2012 may also include BR Reports as part of their Annual Reports on a voluntary basis.

9. Total number of locations where business activity is undertaken by the Company
  - i. Number of International Locations (Provide details of major 5)
  - ii. Number of National Locations
10. Markets served by the Company – Local/State/National/International/

**Section B: Financial Details of the Company**

1. Paid up Capital (INR)
2. Total Turnover (INR)
3. Total profit after taxes (INR)
4. Total Spending on Corporate Social Responsibility (CSR) as percentage of profit after tax (%)
5. List of activities in which expenditure in 4 above has been incurred:-
  - a.
  - b.
  - c.

**Section C: Other Details**

1. Does the Company have any Subsidiary Company/ Companies?
2. Do the Subsidiary Company/Companies participate in the BR Initiatives of the parent company? If yes, then indicate the number of such subsidiary company(s)
3. Do any other entity/entities (e.g. suppliers, distributors etc.) that the Company does business with, participate in the BR initiatives of the Company? If yes, then indicate the percentage of such entity/entities? [Less than 30%, 30-60%, More than 60%]

**Section D: BR Information**

1. **Details of Director/Directors responsible for BR**
  - a) Details of the Director/Director responsible for implementation of the BR policy/policies
    - DIN Number
    - Name
    - Designation
  - b) Details of the BR head

S.No.	Particulars	Details	
1.	DIN Number (if applicable)		
2.	Name		
3.	Designation		
4.	Telephone number		
5.	e-mail id		

**2. Principle-wise (as per NVGs) BR Policy/policies (Reply in Y/N)**

S.No.	Questions	P	P	P	P	P	P	P	P	P
		1	2	3	4	5	6	7	8	9
1.	Do you have a policy/policies for....									
2.	Has the policy being formulated in consultation with the relevant stakeholders?									
3.	Does the policy conform to any national /international standards? If yes, specify? (50 words)									
4.	Has the policy being approved by the Board? Is yes, has it been signed by MD/owner/CEO/appropriate Board Director?									
5.	Does the company have a specified committee of the Board/ Director/Official to oversee the implementation of the policy?									
6.	Indicate the link for the policy to be viewed online?									
7.	Has the policy been formally communicated to all relevant internal and external stakeholders?									
8.	Does the company have in-house structure to implement the policy/policies.									
9.	Does the Company have a grievance redressal mechanism related to the policy/policies to address stakeholders' grievances related to the policy/policies?									
10.	Has the company carried out independent audit/evaluation of the working of this policy by an internal or external agency?									

**2a. If answer to S.No. 1 against any principle, is 'No', please explain why: (Tick up to 2 options)**

S.No.	Questions	P	P	P	P	P	P	P	P	P
		1	2	3	4	5	6	7	8	9
1.	The company has not understood the Principles									
2.	The company is not at a stage where it finds itself in a position to formulate and implement the policies on specified principles									
3.	The company does not have financial or manpower resources available for the task									
4.	It is planned to be done within next 6 months									
5.	It is planned to be done within the next 1 year.									
6.	Any other reason (please specify)									

**3. Governance related to BR**

- Indicate the frequency with which the Board of Directors, Committee of the Board or CEO to assess the BR performance of the Company. Within 3 months, 3-6 months, Annually, More than 1 year
- Does the Company publish a BR or a Sustainability Report? What is the hyperlink for viewing this report? How frequently it is published?

## Section E: Principle-wise performance

### Principle 1

1. Does the policy relating to ethics, bribery and corruption cover only the company? Yes/ No. Does it extend to the Group/Joint Ventures/ Suppliers/Contractors/NGOs /Others?
2. How many stakeholder complaints have been received in the past financial year and what percentage was satisfactorily resolved by the management? If so, provide details thereof, in about 50 words or so.

### Principle 2

1. List up to 3 of your products or services whose design has incorporated social or environmental concerns, risks and/or opportunities.
  - i.
  - ii.
  - iii.
2. For each such product, provide the following details in respect of resource use (energy, water, raw material etc.) per unit of product(optional):
  - i. Reduction during sourcing/production/ distribution achieved since the previous year throughout the value chain?
  - ii Reduction during usage by consumers (energy, water) has been achieved since the previous year?
3. Does the company have procedures in place for sustainable sourcing (including transportation)?
  - i If yes, what percentage of your inputs was sourced sustainably? Also, provide details thereof, in about 50 words or so.
4. Has the company taken any steps to procure goods and services from local & small producers, including communities surrounding their place of work?  
If yes, what steps have been taken to improve their capacity and capability of local and small vendors?
5. Does the company have a mechanism to recycle products and waste? If yes what is the percentage of recycling of products and waste (separately as <5%, 5-10%, >10%). Also, provide details thereof, in about 50 words or so.

### Principle 3

1. Please indicate the Total number of employees.
2. Please indicate the Total number of employees hired on temporary/contractual/casual basis.
3. Please indicate the Number of permanent women employees.
4. Please indicate the Number of permanent employees with disabilities
5. Do you have an employee association that is recognized by management.
6. What percentage of your permanent employees is members of this recognized employee association?
7. Please indicate the Number of complaints relating to child labour, forced labour, involuntary labour, sexual harassment in the last financial year and pending, as on the end of the financial year.

S.No.	Category	No of complaints filed during the financial year	No of complaints pending as on end of the financial year
1.	Child Labour/forced labour/involuntary labour		
2.	Sexual harassment		
3.	Discriminatory employment		

8. What percentage of your under mentioned employees were given safety & skill up-gradation training in the last year?
- Permanent Employees
  - Permanent Women Employees
  - Casual/Temporary/Contractual Employees
  - Employees with Disabilities

**Principle 4**

1. Has the company mapped its internal and external stakeholders? Yes/No
2. Out of the above, has the company identified the disadvantaged, vulnerable & marginalized stakeholders.
3. Are there any special initiatives taken by the company to engage with the disadvantaged, vulnerable and marginalized stakeholders. If so, provide details thereof, in about 50 words or so.

**Principle 5**

1. Does the policy of the company on human rights cover only the company or extend to the Group/Joint Ventures/Suppliers/Contractors/NGOs/Others?
2. How many stakeholder complaints have been received in the past financial year and what percent was satisfactorily resolved by the management?

**Principle 6**

1. Does the policy related to Principle 6 cover only the company or extends to the Group/Joint Ventures/Suppliers/Contractors/NGOs/others.
2. Does the company have strategies/ initiatives to address global environmental issues such as climate change, global warming, etc? Y/N. If yes, please give hyperlink for webpage etc.
3. Does the company identify and assess potential environmental risks? Y/N
4. Does the company have any project related to Clean Development Mechanism? If so, provide details thereof, in about 50 words or so. Also, if Yes, whether any environmental compliance report is filed?
5. Has the company undertaken any other initiatives on – clean technology, energy efficiency, renewable energy, etc. Y/N. If yes, please give hyperlink for web page etc.
6. Are the Emissions/Waste generated by the company within the permissible limits given by CPCB/SPCB for the financial year being reported?
7. Number of show cause/ legal notices received from CPCB/SPCB which are pending (i.e. not resolved to satisfaction) as on end of Financial Year.

**Principle 7**

1. Is your company a member of any trade and chamber or association? If Yes, Name only those major ones that your business deals with:
  - a.
  - b.
  - c.
  - d.
2. Have you advocated/lobbied through above associations for the advancement or improvement of public good? Yes/No; if yes specify the broad areas ( drop box: Governance and Administration, Economic Reforms, Inclusive Development Policies, Energy security, Water, Food Security, Sustainable Business Principles, Others)

**Principle 8**

1. Does the company have specified programmes/initiatives/projects in pursuit of the policy related to Principle 8? If yes details thereof.
2. Are the programmes/projects undertaken through in-house team/own foundation/external NGO/government structures/any other organization?
3. Have you done any impact assessment of your initiative?
4. What is your company's direct contribution to community development projects- Amount in INR and the details of the projects undertaken.
5. Have you taken steps to ensure that this community development initiative is successfully adopted by the community? Please explain in 50 words, or so.

**Principle 9**

1. What percentage of customer complaints/consumer cases are pending as on the end of financial year.
2. Does the company display product information on the product label, over and above what is mandated as per local laws? Yes/No/N.A. /Remarks(additional information)
3. Is there any case filed by any stakeholder against the company regarding unfair trade practices, irresponsible advertising and/or anti-competitive behaviour during the last five years and pending as on end of financial year. If so, provide details thereof, in about 50 words or so.
4. Did your company carry out any consumer survey/ consumer satisfaction trends?

PROVIDED ALWAYS AND THE COMPANY HEREBY IRREVOCABLY AGREES AND DECLARES THAT unless the Exchange agrees otherwise the Company will not without the previous permission in writing of the Central Government withdraw its adherence to this agreement for listing its securities.

AND THE COMPANY HEREBY FURTHER AGREES AND DECLARES THAT all or any of its securities listed on the EXCHANGE shall remain on the list entirely at the discretion of the EXCHANGE AND THAT, the Exchange may, in its absolute discretion, suspend or remove the

securities from the list at any time and for any reason whatsoever. For the said suspended security to be re-admitted to dealings on the Exchange, the company shall pay to the Exchange such amount as re-instatement fees as may be prescribed by the Exchange from time to time.

IN WITNESS WHEREOF the Company has caused these presents to be executed and its Common Seal to be hereunto affixed as of the day and year first above written.

The Common Seal of the above named \_\_\_\_\_

\_\_\_\_\_ was hereunto

affixed pursuant to a resolution passed at a meeting (Signature of the Director)

of the Board of Directors held on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_ in the presence of

\_\_\_\_\_ (Signature of the Director)

\_\_\_\_\_ Director(s) of the Company.

**Schedule I above referred to:**

**Schedule of Company's listed Securities**

Kind of security (Shares)	Number Issued	Nominal Value per Share Rs.	Paid-up Value per Share Rs.	Total Nominal Value Rs.	Total Paid-up Value Rs.	Distinctive Numbers

  

Kind of security (Debentures)	Amount Rs.	Unit Rs.	Rate of Interest Percent	Interest - due Date	Date of Redemption	Distinctive Numbers

**<sup>8</sup>SCHEDULE OF LISTING FEES**

Listed Capital (In Rs. Crs)	Annual Listing Fees (In Rs.)
Upto 50	Rs.1,00,000
Above 50 to 100	Rs.1,66,250
Above 100 to 150	Rs.1,90,000
Above 150 to 200	Rs.2,28,000
Above 200 to 250	Rs.2,61,250
Above 250 to 300	Rs.2,94,500
Above 300 to 350	Rs.3,23,000
Above 350 to 400	Rs.3,56,250
Above 400 to 450	Rs.4,13,250
Above 450 to 500	Rs.4,75,000
Above 500 to 1000	Rs.4,75,000 plus Rs.3,230/- for every increase of Rs. 5 crs. or part thereof above Rs.500 crs.
Above 1000	Rs.8,07,500 plus Rs.3,515/- for every

<sup>8</sup> Inserted pursuant to circular No. DCS/COMP/15/2013-14 dated February 07, 2014 issued by BSE. The Annual Listing Fee as stated above would be applicable to the bills for the financial year 2014-15 onwards.

Listed Capital (In Rs. Crs)	Annual Listing Fees (In Rs.)
	increase of Rs. 5 crs. or part thereof above Rs.1000 crs

**Note:**

- Includes equity shares, preference shares, Indian Depository Receipts, Fully convertible debentures, partly convertible debentures and any other security convertible into equity shares
- In case of debenture capital (not convertible into equity shares), the fees will be 75% of the above fees.

x-x-x-x-x-x-x-X-x-x-x-x-x-x