

Policy for Determination of Materiality of Events/ Information

Commissioned by : **Secretarial Department**

Approved by : **Board of Directors**

Effective date : **22nd July 2024**

POLICY FOR DETERMINATION OF MATERIALITY OF EVENTS/ INFORMATION

I. BACKGROUND:

This policy has been formulated in accordance with the Regulation 30 and 51 of SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015. The Board of Directors (“Board”) of Jana Small Finance Bank Limited (“Bank”/ “listed entity”) has adopted this Policy and procedures thereto with regard to Materiality of events/Information to be disclosed to Stock Exchange(s) where Bank’s securities are listed.

This Policy has been framed for identification and facilitation of prompt disclosure of information regarding material events to the stock exchanges where the securities of the Company are listed.

II. OBJECTIVE:

The policy for determination of materiality of events/ information shall assist the persons responsible for the disclosure in identifying the potential material event or information which are required to be disclosed to the stock exchanges.

III. PERSONS RESPONSIBLE FOR THE DISCLOSURE:

The onus of disclosure under this policy shall be severally on the Managing Director & CEO; Executive Director; Chief Financial Officer and Company Secretary.

Pursuant to Regulation 30(5) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the name and contact details of the Key Managerial Personnel’s of the Bank authorized to determine materiality of an event and / or information and for the purpose of making disclosures to stock exchanges are as under:

| Name | Designation | Address | Telephone No. | Email ID |
|---------------------|-------------------------|--|---------------|--|
| Mr. Ajay Kanwal | Managing Director & CEO | Jana Small Finance Bank Limited The Fairway Business Park, First Floor, # 10/1, 11/2 & 12/2B Off Domlur, Koramangala Inner Ring road, Next to EGL Business Park, Challaghatta, Bengaluru – 560071 | 080-46020100 | investor.grievance@janabank.com |
| Mr. K S Raman | Executive Director | | | |
| Mr. Abhilash Sandur | Chief Financial Officer | | | |
| Mrs. Lakshmi R N | Company Secretary | | | |

The above-mentioned officials shall be empowered to:

- a. seek appropriate counsel or guidance, as and when necessary, from other internal or external stakeholders as they may deem fit.
- b. To call for information from all its internal stakeholders in order to comply with disclosure as per this policy.

The Key Managerial Personnel shall also ensure:

- a. To enable appropriate disclosures are made under this Policy.
- b. To review and assess an event or information that may qualify as ‘material’ and may require disclosure, based on facts and circumstances prevailing at a given point in time.

- c. To determine the appropriate time at which the disclosures are to be made to the stock exchanges based on an assessment of actual time of occurrence of an event or information.
- d. To consider such other events or information that may require disclosure to be made to the stock exchanges which are not explicitly defined in the SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015 and determine the materiality, appropriate time and contents of disclosure for event or information.

IV. GUIDELINES FOR ASSESSING MATERIALITY:

The persons responsible shall follow the criteria laid down below on a case-to case basis:

- a. the omission of an event or information, which is likely to result in discontinuity or alteration of event or information already available publicly; or
- b. the omission of an event or information is likely to result in significant market reaction if the said omission came to light at a later date; or
- c. the omission of an event or information, whose value or the expected impact in terms of value, exceeds the lower of the following:
 - i. two percent of turnover, as per the last audited consolidated financial statements of the Bank;
 - ii. two percent of net worth, as per the last audited consolidated financial statements of the Bank, except in case the arithmetic value of the net worth is negative;
 - iii. five percent of the average of absolute value of profit or loss after tax, as per the last three audited consolidated financial statements of the Bank
- d. In case where the criteria specified in sub-clauses (a), (b) and (c) is not applicable, an event or information may be treated as being material if in the opinion of the board of directors of the Bank, the event or information is considered material.

V. TIMELINE FOR DISCLOSURE:

The Bank shall ensure and comply with the timelines for disclosure as stated in **ANNEXURE A** to this policy.

VI. MINIMUM INFORMATION:

- a. The Bank shall disclose to Stock Exchange(s) upon occurrence all such information as specified in **ANNEXURE B** without any application of guidelines for materiality.
- b. The Bank shall disclose to Stock Exchange(s) upon occurrence all such information as specified in **ANNEXURE C** after applying the guidelines for materiality.

VII. DISCLOSURE ON BANK'S WEBSITE:

The Bank shall disclose on its website all such events or information which has been disclosed to Stock Exchange(s) under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 for a period as per the archival policy of the Bank which shall not be less than five years.

VIII. POLICY REVIEW:

The Board may from time to time make necessary modifications to the policy, which shall be in line with the Regulatory changes. In any other case, the Board shall review the policy on an annual basis.

ANNEXURE A

| # | Events | Disclosure timeline |
|-----------|--|--|
| A. | Events which shall be disclosed without any application of the guidelines for materiality | |
| 1. | Acquisition(s) (including agreement to acquire), scheme of arrangement(amalgamation/merger/demerger/restructuring), sale or disposal of any unit(s), division(s), whole or substantially the whole of the undertaking(s) or subsidiary of the Bank, sale of stake in the associate company of the Bank or any other restructuring. | Within 12 hours |
| 2. | Issuance or forfeiture of securities, split or consolidation of shares, buyback of securities, any restriction on transferability of securities or alteration in terms or structure of existing securities including forfeiture, reissue of forfeited securities, alteration of calls, redemption of securities etc. | Within 12 hours |
| 3. | New Ratings(s) or Revision in Rating(s). | Within 24 hours |
| 4. | Outcome of Meetings of the board of directors | Within 30 minutes from conclusion of meeting |
| 5. | Agreements (viz. shareholder agreement(s), joint venture agreement(s), family settlement agreement(s) (to the extent that it impacts management and control of the Bank), agreement(s)/treaty(ies)/contract(s) with media companies) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof. | For agreements where Bank is a party - Within 12 hours For agreements where Bank is not a party - Within 24 hours |
| 6. | Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the Bank or of its holding, subsidiary or associate company, among themselves or with the Bank or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Bank or impose any restriction or create any liability upon the Bank, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Bank is a party to such agreements: Provided that such agreements entered into by a Bank in the normal course of business shall not be required to be disclosed unless they, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Bank or they are required to be disclosed in terms of any other provisions of these regulations. | For agreements where Bank is a party - Within 12 hours For agreements where Bank is not a party - Within 24 hours |
| 7. | Fraud or defaults by a Bank, its promoter, director, key managerial personnel, senior management or subsidiary or arrest of key managerial personnel, senior management, promoter or director | Within 24 hours |

| # | Events | Disclosure timeline |
|-----|--|--|
| | whether occurred within India or abroad. | |
| 8. | Change in directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), senior management, Auditor and Compliance Officer. | Within 12 hours (except in case resignation); |
| 9. | In case of resignation of the auditor of the Bank, detailed reasons for resignation of auditor, as given by the said auditor. | Within 24 hours from receipt of reasons for such resignation |
| 10. | Resignation of independent director including reasons for resignation. | Within 7 days from receipt of reasons for such resignation |
| 11. | Letter of resignation along with detailed reasons for the resignation as given by the key managerial personnel, senior management, Compliance Officer or director. | Within 7 days from such resignation |
| 12. | In case the Managing Director or Chief Executive Officer of the Bank was indisposed or unavailable to fulfil the requirements of the role in a regular manner for more than 45 days in any rolling period of 90 days, the same along with the reasons for such indisposition or unavailability, shall be disclosed to the stock exchange(s). | Within 12 hours |
| 13. | Appointment or discontinuation of share transfer agent. | Within 12 hours |
| 14. | Resolution plan/ Restructuring in relation to loans/borrowings from banks/financial institutions. | Within 24 hours |
| 15. | One time settlement with a bank. | Within 24 hours |
| 16. | Winding-up petition filed by any party / creditors. | Within 24 hours |
| 17. | Issuance of notices, call letters, resolutions and circulars sent to shareholders, debenture holders or creditors or any class of them or advertised in the media by the Bank. | Within 12 hours |
| 18. | Proceedings of annual and extraordinary general meetings of the Bank. | Within 12 hours |
| 19. | Amendments to memorandum and articles of association of Bank, in brief. | Within 12 hours |
| 20. | (a) Schedule of analysts or institutional investors meet and presentations made by the Bank to analysts or institutional investors. (b) Audio or video recordings and transcripts of post earnings/quarterly calls, by whatever name called, conducted physically or through digital means. | (a) at least two working days in advance (excluding the date of the intimation and the date of the meet) (b) within 5 working days of conclusion of call/ meeting |
| 21. | Events in relation to the corporate insolvency resolution process | Within 24 hours |

| # | Events | Disclosure timeline |
|-----------|--|--|
| | (CIRP) of a listed corporate debtor under the Insolvency Code. | |
| 22. | <p>Initiation of Forensic audit: In case of initiation of forensic audit, (by whatever name called), the following disclosures shall be made to the stock exchanges by listed entities:</p> <p>(a) The fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available;</p> <p>(b) Final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Bank along with comments of the management, if any.</p> | <p>Within 12 hours (if initiated by the Bank);</p> <p>Within 24 hours (if initiated by external agency).</p> |
| 23. | Announcement or communication through social media intermediaries or mainstream media by directors, promoters, key managerial personnel or senior management of Bank, in relation to any event or information which is material for the Bank and is not already made available in the public domain by the Bank. | Within 24 hours |
| 24. | <p>Action(s) initiated or orders passed by any Regulatory, Statutory, enforcement Authority or Judicial body against the Bank or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Bank, in respect of the following:</p> <p>(a) search or seizure; or</p> <p>(b) re-opening of accounts under section 130 of the Companies Act, 2013; or</p> <p>(c) investigation under the provisions of Chapter XIV of the Companies Act, 2013;</p> | Within 24 hours |
| 25. | <p>Action(s) taken or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Bank or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Bank, in respect of the following:</p> <p>(a) suspension;</p> <p>(b) Imposition of fine or penalty;</p> <p>(c) settlement of proceedings;</p> <p>(d) debarment;</p> <p>(e) disqualification;</p> <p>(f) closure of operations;</p> <p>(g) sanctions imposed;</p> <p>(h) warning or caution; or</p> <p>(i) any other similar action(s) by whatever name called;</p> | Within 24 hours |
| 26. | Voluntary revision of financial statements or the report of the board of directors of the Bank under section 131 of the Companies Act, 2013. | Within 12 hours |
| B. | Events which shall be disclosed upon application of the guidelines for materiality | |
| 1. | Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division | Within 12 hours |

| # | Events | Disclosure timeline |
|-----|---|--|
| 2. | Any of the following events pertaining to the Bank: <ol style="list-style-type: none"> i. arrangements for strategic, technical, manufacturing, or marketing tie-up; or ii. adoption of new line(s) of business; or iii. closure of operation of any unit, division, or subsidiary (entirety or piecemeal) | Within 12 hours |
| 3. | Capacity addition or product launch. | Within 12 hours |
| 4. | Awarding, bagging/ receiving, amendment or termination of awarded/bagged orders/contracts not in the normal course of business. | Within 24 hours |
| 5. | Agreements (viz. loan agreement(s) or any other agreement(s) which are binding and not in normal course of business) and revision(s) or amendment(s) or termination(s) thereof. | For agreements where Bank is a party - Within 12 hours For agreements where Bank is not a Party - Within 24 hours |
| 6. | Disruption of operations of any one or more units or division of the Bank due to natural calamity (earthquake, flood, fire etc.), force majeure or events such as strikes, lockouts etc. | Within 24 hours |
| 7. | Effect(s) arising out of change in the regulatory framework applicable to the Bank. | Within 24 hours |
| 8. | Pendency of any litigation(s) or dispute(s) or the outcome thereof which may have an impact on the Bank. | Within 24 hours |
| 9. | Frauds or defaults by employees of the Bank that has or may have an impact on the Bank. | Within 24 hours |
| 10. | Options to purchase securities including any ESOP/ESPS Scheme. | Within 12 hours |
| 11. | Giving of guarantees or indemnity or becoming a surety, by whatever name called, for any third party. | Within 12 hours |
| 12. | Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals. | Within 24 hours |
| 13. | Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority. | Within 12 hours |
| 14. | Any other event/information which is exclusively known to the Bank which may be necessary to enable the holders of securities of the Bank to appraise its position and to avoid the establishment of a false market in such securities | Within 24 hours |
| 15. | Without prejudice to the timeline specified in Para A and B above, in case the event or information emanates from a decision taken in a meeting of Board of Directors | Within 30 minutes from the conclusion of the meeting |

ANNEXURE B

MINIMUM INFORMATION TO BE DISCLOSED TO STOCK EXCHANGE(S) WITHOUT THE APPLICATION OF GUIDELINES ON MATERIALITY**A. ACQUISITION(S) (INCLUDING AGREEMENT TO ACQUIRE), SCHEME OF ARRANGEMENT (AMALGAMATION/ MERGER/ DEMERGER/RESTRUCTURING), SALE OR DISPOSAL OF ANY UNIT(S), DIVISION(S), WHOLE OR SUBSTANTIALLY THE WHOLE OF THE UNDERTAKING(S) OR SUBSIDIARY OF THE BANK, SALE OF STAKE IN THE ASSOCIATE COMPANY OF THE BANK OR ANY OTHER RESTRUCTURING:****1. Acquisition (including agreement to acquire):**

- 1.1. name of the target entity, details in brief such as size, turnover etc.;
- 1.2. whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired. If yes, nature of interest and details thereof and whether the same is done at “arm’s length”;
- 1.3. industry to which the entity being acquired belongs;
- 1.4. objects and impact of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the Bank);
- 1.5. brief details of any governmental or regulatory approvals required for the acquisition;
- 1.6. indicative time period for completion of the acquisition;
- 1.7. consideration - whether cash consideration or share swap or any other form and details of the same;
- 1.8. cost of acquisition and/or the price at which the shares are acquired;
- 1.9. percentage of shareholding / control acquired and / or number of shares acquired;
- 1.10. brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief);

2. Amalgamation/ Merger:

- 2.1. name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turnover etc.;
- 2.2. whether the transaction would fall within related party transactions. If yes, whether the same is done at “arm’s length”;
- 2.3. area of business of the entity(ies);
- 2.4. rationale for amalgamation/ merger;
- 2.5. in case of cash consideration – amount or otherwise share exchange ratio;
- 2.6. brief details of change in shareholding pattern (if any) of Bank.

3. De-merger:

- 3.1. brief details of the division(s) to be demerged;
- 3.2. turnover of the demerged division and as percentage to the total turnover of the Bank in the immediately preceding financial year / based on financials of the last financial year;
- 3.3. rationale for demerger;
- 3.4. brief details of change in shareholding pattern (if any) of all entities;
- 3.5. in case of cash consideration – amount or otherwise share exchange ratio;

3.6. whether listing would be sought for the resulting entity.

4. **Sale or disposal of unit(s) or division(s), whole or substantially the whole of the undertaking(s) or subsidiary of the Bank, sale of stake in the associate company of the Bank:**

- 4.1. the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division or undertaking or subsidiary or associate company of the Bank during the last financial year;
- 4.2. date on which the agreement for sale has been entered into;
- 4.3. the expected date of completion of sale/disposal;
- 4.4. consideration received from such sale/disposal;
- 4.5. brief details of buyers and whether any of the buyers belong to the promoter/ promoter group/group companies. If yes, details thereof;
- 4.6. whether the transaction would fall within related party transactions. If yes, whether the same is done at "arm's length";
- 4.7. whether the sale, lease or disposal of the undertaking is outside Scheme of Arrangement. If yes, details of the same including compliance with regulation 37A of LODR Regulations.
- 4.8. additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the Bank with respect to such slump sale.
For the purpose of this sub-clause, "slump sale" shall mean the transfer of one or more undertakings, as a result of the sale for a lump sum consideration, without values being assigned to the individual assets and liabilities in such sales.

5. **Other Restructuring:**

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

B. ISSUANCE OR FORFEITURE OF SECURITIES, SPLIT OR CONSOLIDATION OF SHARES, BUYBACK OF SECURITIES, ANY RESTRICTION ON TRANSFERABILITY OF SECURITIES OR ALTERATION IN TERMS OR STRUCTURE OF EXISTING SECURITIES INCLUDING FORFEITURE, REISSUE OF FORFEITED SECURITIES, ALTERATION OF CALLS, REDEMPTION OF SECURITIES ETC.

1. **Issuance of securities:**

- 1.1. type of securities proposed to be issued (viz. equity shares, convertibles etc.);
- 1.2. type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);
- 1.3. total number of securities proposed to be issued or the total amount for which the securities will be issued (approximately);
- 1.4. in case of preferential issue the Bank shall disclose the following additional details to the stock exchange(s):
 - a) names of the investors;
 - b) post allotment of securities - outcome of the subscription, issue price / allotted price (in case of convertibles), number of investors;

- c) in case of convertibles - intimation on conversion of securities or on lapse of the tenure of the instrument;
- 1.5. in case of bonus issue the Bank shall disclose the following additional details to the stock exchange(s):
- a) whether bonus is out of free reserves created out of profits or share premium account;
 - b) bonus ratio;
 - c) details of share capital - pre and post bonus issue;
 - d) free reserves and/ or share premium required for implementing the bonus issue;
 - e) free reserves and/ or share premium available for capitalization and the date as on which such balance is available;
 - f) whether the aforesaid figures are audited;
 - g) estimated date by which such bonus shares would be credited/dispatched;
- 1.6. in case of issuance of depository receipts (ADR/GDR) or FCCB the Bank shall disclose following additional details to the stock exchange(s):
- a) name of the stock exchange(s) where ADR/GDR/FCCBs are listed (opening – closing status) / proposed to be listed;
 - b) proposed no. of equity shares underlying the ADR/GDR or on conversion of FCCBs;
 - c) proposed date of allotment, tenure, date of maturity and coupon offered, if any of FCCB's;
 - d) issue price of ADR/GDR/FCCBs (in terms of USD and in INR after considering conversion rate);
 - e) change in terms of FCCBs, if any;
 - f) details of defaults, if any, by the Bank in payment of coupon on FCCBs & subsequent updates in relation to the default, including the details of the corrective measures undertaken (if any);
- 1.7. in case of issuance of debt securities or other non-convertible securities the Bank shall disclose following additional details to the stock exchange(s):
- a) size of the issue;
 - b) whether proposed to be listed. If yes, name of the stock exchange(s);
 - c) tenure of the instrument - date of allotment and date of maturity;
 - d) coupon/interest offered, schedule of payment of coupon/interest and principal;
 - e) charge/security, if any, created over the assets;
 - f) special right/interest/privileges attached to the instrument and changes thereof;
 - g) delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal;
 - h) details of any letter or comments regarding payment/non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets along with its comments thereon, if any;
 - i) details of redemption of preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures;
- 1.8. In case of allotment of ESOP:
- a) Company name and address of Registered Office
 - b) Name of the recognised Stock Exchanges on which the company's shares are listed
 - c) Filing date of the statement referred in regulation 10(b) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 with the recognised Stock Exchange
 - d) Filing Number, if any

- e) Title of the Scheme pursuant to which shares are issued, if any
- f) Kind of security to be listed
- g) Par value of the shares
- h) Date of issue of shares
- i) Number of shares issued
- j) Share Certificate No., if applicable
- k) Distinctive number of the share, if applicable
- l) ISIN Number of the shares if issued in Demat
- m) Exercise price per share
- n) Premium per share
- o) Total issued shares after this issue
- p) Total issued share capital after this issue
- q) Details of any lock-in on the shares
- r) Date of expiry of lock-in
- s) Whether shares are identical in all respects to existing shares. If not, when will they become identical.
- t) Details of listing fees, if payable

1.9. any cancellation or termination of proposal for issuance of securities including reasons thereof.

2. **Split/consolidation of shares:**

- a) split/consolidation ratio;
- b) rationale behind the split/consolidation;
- c) pre and post share capital – authorized, paid-up and subscribed;
- d) expected time of completion;
- e) class of shares which are consolidated or subdivided;
- f) number of shares of each class pre and post split or consolidation;
- g) number of shareholders who did not get any shares in consolidation and their pre-consolidation shareholding.

3. **Buy back of securities:**

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

4. **Any restriction on transferability of securities:**

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

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

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

C. NEW RATING(S) OR REVISION IN RATING(S):

The Bank shall notify the stock exchange(s), the details of any new rating or revision in rating assigned from a credit rating agency to any debt instrument of the Bank or to any fixed deposit programme or to any scheme or proposal of the Bank involving mobilization of funds whether in India or abroad. In case of a downward revision in ratings, the Bank shall also intimate the reasons provided by the rating agency for such downward revision.

The above requirement to disclose rating shall also be applicable to the following:

- a) Revision in rating even if it was not requested for by the Bank or the request was later withdrawn by the Bank.
- b) Revision in rating outlook even without revision in rating score.
- c) ESG ratings by registered ESG Rating Providers.

The details to be intimated to the Stock Exchange(s) in the format specified in the format specified in **ANNEXURE D** of this policy.

D. OUTCOME OF MEETINGS OF THE BOARD OF DIRECTORS:

The Bank shall intimate to the Exchange(s), within 30 minutes of the closure of the meeting, held to consider or decide the following:

- a) dividends and/or cash bonuses recommended or declared or the decision to pass any dividend and the date on which dividend shall be paid/dispatched;
- b) any cancellation of dividend with reasons thereof;
- c) the decision on buyback of securities;
- d) the decision with respect to fund raising proposed to be undertaken;
- e) increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares would be credited/dispatched;
- f) 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;
- g) short particulars of any other alterations of capital, including calls;
- h) financial results;
- i) decision on voluntary delisting by the Bank from stock exchange(s);

The intimation of outcome of meeting of the board of directors shall also contain the time of commencement and conclusion of the meeting.

E. AGREEMENTS (VIZ. SHAREHOLDER AGREEMENT(S), JOINT VENTURE AGREEMENT(S), FAMILY SETTLEMENT AGREEMENT(S) (TO THE EXTENT THAT IT IMPACTS MANAGEMENT AND CONTROL OF THE BANK), AGREEMENT(S)/TREATY(IES)/CONTRACT(S) WITH MEDIA COMPANIES) WHICH ARE BINDING AND NOT IN NORMAL COURSE OF BUSINESS, REVISION(S) OR AMENDMENT(S) AND TERMINATION(S) THEREOF:

1. name(s) of parties with whom the agreement is entered;
2. purpose of entering into the agreement;
3. shareholding, if any, in the entity with whom the agreement is executed;
4. significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
5. whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
6. whether the transaction would fall within related party transactions. If yes, whether the same is done at “arm’s length”;
7. in case of issuance of shares to the parties, details of issue price, class of shares issued;
8. any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Bank, potential conflict of interest arising out of such agreements, etc.;
9. in case of termination or amendment of agreement, Bank shall disclose additional details to the stock exchange(s):
 - a) name of parties to the agreement;
 - b) nature of the agreement;
 - c) date of execution of the agreement;
 - d) details of amendment and impact thereof or reasons of termination and impact thereof.

F. AGREEMENTS ENTERED INTO BY THE SHAREHOLDERS, PROMOTERS, PROMOTER GROUP ENTITIES, RELATED PARTIES, DIRECTORS, KEY MANAGERIAL PERSONNEL, EMPLOYEES OF THE BANK OR OF ITS HOLDING, SUBSIDIARY OR ASSOCIATE COMPANY, AMONG THEMSELVES OR WITH THE BANK OR WITH A THIRD PARTY, SOLELY OR JOINTLY, WHICH, EITHER DIRECTLY OR INDIRECTLY OR POTENTIALLY OR WHOSE PURPOSE AND EFFECT IS TO, IMPACT THE MANAGEMENT OR CONTROL OF THE BANK OR IMPOSE ANY RESTRICTION OR CREATE ANY LIABILITY UPON THE BANK, SHALL BE DISCLOSED TO THE STOCK EXCHANGES, INCLUDING DISCLOSURE OF ANY RESCISSION, AMENDMENT OR ALTERATION OF SUCH AGREEMENTS THERETO, WHETHER OR NOT THE BANK IS A PARTY TO SUCH AGREEMENTS:

PROVIDED THAT SUCH AGREEMENTS ENTERED INTO BY A BANK IN THE NORMAL COURSE OF BUSINESS SHALL NOT BE REQUIRED TO BE DISCLOSED UNLESS THEY, EITHER DIRECTLY OR INDIRECTLY OR POTENTIALLY OR WHOSE PURPOSE AND EFFECT IS TO, IMPACT THE MANAGEMENT OR CONTROL OF THE BANK OR THEY ARE REQUIRED TO BE DISCLOSED IN TERMS OF ANY OTHER PROVISIONS OF THESE REGULATIONS:

1. if the Bank is a party to the agreement,
 - a) details of the counterparties (including name and relationship with the Bank)
2. if Bank is not a party to the agreement,
 - a) name of the party entering into such an agreement and the relationship with the Bank;
 - b) details of the counterparties to the agreement (including name and relationship with the Bank);
 - c) date of entering into the agreement.

3. purpose of entering into the agreement;
4. shareholding, if any, in the entity with whom the agreement is executed;
5. significant terms of the agreement (in brief);
6. extent and the nature of impact on management or control of the Bank;
7. details and quantification of the restriction or liability imposed upon the Bank;
8. whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
9. whether the transaction would fall within related party transactions. If yes, whether the same is done at “arm’s length”;
10. in case of issuance of shares to the parties, details of issue price, class of shares issued;
11. any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Bank, potential conflict of interest arising out of such agreements, etc.;
12. in case of rescission, amendment or alteration, Bank shall disclose additional details to the stock exchange(s):
 - a) name of parties to the agreement;
 - b) nature of the agreement;
 - c) date of execution of the agreement;
 - d) details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier);
 - e) reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).

G. FRAUD OR DEFAULTS BY A BANK, ITS PROMOTER, DIRECTOR, KEY MANAGERIAL PERSONNEL, SENIOR MANAGEMENT OR SUBSIDIARY OR ARREST OF KEY MANAGERIAL PERSONNEL, SENIOR MANAGEMENT, PROMOTER OR DIRECTOR WHETHER OCCURRED WITHIN INDIA OR ABROAD:

1. At the time of unearthing of fraud or occurrence of the default / arrest:
 - a) nature of fraud/default/arrest;
 - b) estimated impact on the Bank;
 - c) time of occurrence;
 - d) person(s) involved;
 - e) estimated amount involved (if any);
 - f) whether such fraud/default/arrest has been reported to appropriate authorities.
2. Subsequently intimate the stock exchange(s) further details regarding the fraud/default/arrest including:
 - a) actual amount involved in the fraud /default (if any);
 - b) actual impact of such fraud /default on the Bank and its financials; and
 - c) corrective measures taken by the Bank on account of such fraud/default.

H. CHANGE IN DIRECTORS, KEY MANAGERIAL PERSONNEL (MANAGING DIRECTOR, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, COMPANY SECRETARY ETC.), SENIOR MANAGEMENT, AUDITOR AND COMPLIANCE OFFICER:

1. reason for change viz. appointment, re-appointment, resignation, removal, death or otherwise;
2. date of appointment/re-appointment/cessation (as applicable) & term of appointment/re-appointment;

3. brief profile (in case of appointment);
4. disclosure of relationships between directors (in case of appointment of a director).

I. IN CASE OF RESIGNATION OF THE AUDITOR OF THE BANK:

1. detailed reasons for resignation of auditor.

J. RESIGNATION OF INDEPENDENT DIRECTOR AUDITOR INCLUDING REASONS FOR RESIGNATION: IN CASE OF RESIGNATION OF AN INDEPENDENT DIRECTOR OF THE BANK, WITHIN SEVEN DAYS FROM THE DATE OF RESIGNATION, THE FOLLOWING DISCLOSURES SHALL BE MADE TO THE STOCK EXCHANGES BY THE LISTED ENTITIES:

1. The letter of resignation along with detailed reasons for the resignation of independent directors as given by the said director shall be disclosed by the listed entities to the stock exchanges.
2. Names of listed entities in which the resigning director holds directorships, indicating the category of directorship and membership of board committees, if any
3. The independent director shall, along with the detailed reasons, also provide a confirmation that there is no other material reasons other than those provided.
4. The confirmation as provided by the independent director above shall also be disclosed by the listed entities to the stock exchanges along with the disclosures detailed reasons as specified in sub-clause (1) and (3) above.

K. IN CASE OF RESIGNATION OF KEY MANAGERIAL PERSONNEL, SENIOR MANAGEMENT, COMPLIANCE OFFICER OR DIRECTOR OTHER THAN AN INDEPENDENT DIRECTOR;

1. the letter of resignation along with detailed reasons for the resignation.

L. IN CASE THE MANAGING DIRECTOR OR CHIEF EXECUTIVE OFFICER OF THE BANK WAS INDISPOSED OR UNAVAILABLE TO FULFIL THE REQUIREMENTS OF THE ROLE IN A REGULAR MANNER FOR MORE THAN FORTY FIVE DAYS IN ANY ROLLING PERIOD OF NINETY DAYS:

1. the same along with the reasons for such indisposition or unavailability, shall be disclosed to the stock exchange(s).

M. APPOINTMENT OR DISCONTINUATION OF SHARE TRANSFER AGENT:

1. reason for appointment or discontinuation;
2. date on which above would become effective.

N. RESOLUTION PLAN/RESTRUCTURING IN RELATION TO LOANS/BORROWINGS FROM BANKS/FINANCIAL INSTITUTIONS INCLUDING THE FOLLOWING DETAILS:

1. Decision to initiate resolution of loans/borrowings;
2. Signing of Inter-Creditors Agreement (ICA) by lenders;
3. Finalization of Resolution Plan;
4. Implementation of Resolution Plan;
5. Salient features, not involving commercial secrets, of the resolution/restructuring plan as decided by lenders.

O. ONE TIME SETTLEMENT (OTS) WITH A BANK:

1. reasons for opting for OTS;

2. brief summary of the OTS.

P. WINDING-UP PETITION FILED BY ANY PARTY / CREDITORS:

1. reasons for such a petition;
2. impact of such petition on Bank.

Q. ISSUANCE OF NOTICES, CALL LETTERS, RESOLUTIONS AND CIRCULARS SENT TO SHAREHOLDERS, DEBENTURE HOLDERS OR CREDITORS OR ANY CLASS OF THEM OR ADVERTISED IN THE MEDIA BY THE BANK AND THE FOLLOWING:

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

R. PROCEEDINGS OF ANNUAL AND EXTRAORDINARY GENERAL MEETINGS OF THE BANK AND THE FOLLOWING DETAILS IN BRIEF:

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

S. AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF BANK, IN BRIEF.

T. ANALYSTS OR INSTITUTIONAL INVESTORS MEET:

1. Schedule of analyst/ Institutional investors meet.
2. Audio or video recordings and transcripts of post earnings/quarterly calls, by whatever name called, conducted physically or through digital means, simultaneously with submission to the recognized stock exchange(s), in the following manner:
 - a) the presentation and the audio/video recordings shall be promptly made available on the website and in any case, before the next trading day or within twenty-four hours from the conclusion of such calls, whichever is earlier;
 - b) the transcripts of such calls shall be made available on the website within five working days of the conclusion of such calls:

U. CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP) OF A LISTED CORPORATE DEBTOR UNDER THE INSOLVENCY CODE:

1. Filing of application by the corporate applicant for initiation of CIRP, also specifying the amount of default;
2. Filing of application by financial creditors for initiation of CIRP against the corporate debtor, also specifying the amount of default;
3. Admission of application by the Tribunal, along with amount of default or rejection or withdrawal, as applicable ;
4. Public announcement made pursuant to order passed by the Tribunal under section 13 of Insolvency Code;
5. List of creditors as required to be displayed by the corporate debtor under regulation 13(2)(c) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;
6. Appointment/ Replacement of the Resolution Professional;
7. Prior or post-facto intimation of the meetings of Committee of Creditors;

8. Brief particulars of invitation of resolution plans under section 25(2)(h) of Insolvency Code in the Form specified under regulation 36A(5) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016;
9. Number of resolution plans received by Resolution Professional;
10. Filing of resolution plan with the Tribunal;
11. Salient features, not involving commercial secrets, of the resolution plan approved by the Tribunal, in such form as may be specified;
12. Specific features and details of the resolution plan as approved by the Adjudicating Authority under the Insolvency Code, not involving commercial secrets, including details such as:
 - a) Pre and Post net-worth of the company;
 - b) Details of assets of the company post CIRP;
 - c) Details of securities continuing to be imposed on the companies' assets;
 - d) Other material liabilities imposed on the company;
 - e) Detailed pre and post shareholding pattern assuming 100% conversion of convertible securities;
 - f) Details of funds infused in the company, creditors paid-off;
 - g) Additional liability on the incoming investors due to the transaction, source of such funding etc.;
 - h) Impact on the investor – revised P/E, RONW ratios etc.;
 - i) Names of the new promoters, key managerial persons(s) key managerial personnel, if any and their past experience in the business or employment. In case where promoters are companies, history of such company and names of natural persons in control;
 - j) Brief description of business strategy.
13. Approval of resolution plan by the Tribunal or rejection, if applicable;
14. Proposed steps to be taken by the incoming investor/acquirer for achieving the MPS;
15. Quarterly disclosure of the status of achieving the MPS;
16. The details as to the delisting plans, if any approved in the resolution plan.

V. INITIATION OF FORENSIC AUDIT: IN CASE OF INITIATION OF FORENSIC AUDIT, (BY WHATEVER NAME CALLED), THE FOLLOWING DISCLOSURES SHALL BE MADE TO THE STOCK EXCHANGES BY LISTED ENTITIES:

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

W. ANNOUNCEMENT OR COMMUNICATION THROUGH SOCIAL MEDIA INTERMEDIARIES OR MAINSTREAM MEDIA BY DIRECTORS, PROMOTERS, KEY MANAGERIAL PERSONNEL OR SENIOR MANAGEMENT OF A BANK, IN RELATION TO ANY EVENT OR INFORMATION WHICH IS MATERIAL FOR THE BANK IN TERMS OF REGULATION 30 OF THESE REGULATIONS AND IS NOT ALREADY MADE AVAILABLE IN THE PUBLIC DOMAIN BY THE BANK.

Explanation – “social media intermediaries” means an intermediary which primarily or solely enables online interaction between two or more users and allows them to create, upload, share, disseminate, modify or access information using its services;

X. ACTION(S) INITIATED OR ORDERS PASSED BY ANY REGULATORY, STATUTORY, ENFORCEMENT AUTHORITY OR JUDICIAL BODY AGAINST THE BANK OR ITS DIRECTORS, KEY MANAGERIAL PERSONNEL, SENIOR MANAGEMENT, PROMOTER OR SUBSIDIARY, IN RELATION TO THE BANK, IN RESPECT OF THE FOLLOWING:

1. search or seizure; or
2. re-opening of accounts under section 130 of the Companies Act, 2013; or
3. investigation under the provisions of Chapter XIV of the Companies Act, 2013; along with the following details pertaining to the actions(s) initiated, taken or orders passed:
 - a) name of the authority;
 - b) nature and details of the action(s) taken, initiated or order(s) passed;
 - c) date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority;
 - d) details of the violation(s)/contravention(s) committed or alleged to be committed;
 - e) impact on financial, operation or other activities of the Bank, quantifiable in monetary terms to the extent possible.

Y. ACTION(S) TAKEN OR ORDERS PASSED BY ANY REGULATORY, STATUTORY, ENFORCEMENT AUTHORITY OR JUDICIAL BODY AGAINST THE BANK OR ITS DIRECTORS, KEY MANAGERIAL PERSONNEL, SENIOR MANAGEMENT, PROMOTER OR SUBSIDIARY, IN RELATION TO THE BANK, IN RESPECT OF THE FOLLOWING:

1. suspension;
2. imposition of fine or penalty;
3. settlement of proceedings;
4. debarment;
5. disqualification;
6. closure of operations;
7. sanctions imposed;
8. warning or caution; or
9. any other similar action(s) by whatever name called; along with the following details pertaining to the actions(s) initiated, taken or orders passed:
 - a) name of the authority;
 - b) nature and details of the action(s) taken, initiated or order(s) passed;
 - c) date of receipt of direction or order, including any ad-interim or interim orders, or any other communication from the authority;
 - d) details of the violation(s)/contravention(s) committed or alleged to be committed;
 - e) impact on financial, operation or other activities of the Bank, quantifiable in monetary terms to the extent possible.

Z. VOLUNTARY REVISION OF FINANCIAL STATEMENTS OR THE REPORT OF THE BOARD OF DIRECTORS OF THE BANK UNDER SECTION 131 OF THE COMPANIES ACT, 2013.

AA. TO CONFIRM, DENY OR CLARIFY ANY REPORTED EVENT OR INFORMATION IN THE MAINSTREAM MEDIA.

BB. DETAILS ON NON CONVERTIBLE SECURITIES:

- a) Expected default in the timely payment of interest, dividend or redemption payment or both in respect of the non-convertible securities and also default in the creation of security for non-convertible debt securities as soon as the same becomes apparent.
- b) Any action which shall result in the redemption, reduction, cancellation, retirement in whole or in part of any non-convertible securities.
- c) Any action that shall affect adversely payment of interest on non-convertible debt securities or payment of dividend on non-convertible redeemable preference shares including default by issuer to pay interest on non-convertible debt securities or redemption amount and failure to create a charge on the assets;
- d) Any change in the form or nature of any of its non-convertible securities that are listed on the stock exchange(s) or in the rights or privileges of the holders thereof and make an application for listing of the securities as changed, if the stock exchange(s) so require.
- e) Details of any letter or comments made by debenture trustees regarding payment/non-payment of interest on due dates, payment/non-payment of principal on the due dates or any other matter concerning the security, listed entity and /or the assets along with its comments thereon, if any;
- f) Delay/ default in payment of interest or dividend / principal amount /redemption for a period of more than three months from the due date;
- g) Failure to create charge on the assets within the stipulated time period;
- h) Any instance(s) of default/delay in timely repayment of interests or principal obligations or both in respect of the debt securities including, any proposal for re-scheduling or postponement of the repayment programmes of the dues/debts of the listed entity with any investor(s)/lender(s).
- i) intimation related to any change in terms of issue or redemption or exercising of call/ put options;
- j) intimation related to any change in covenants or breach of covenants under the terms of non-convertible debentures and/or non-convertible redeemable preference shares;
- k) intimation related to forfeiture of unclaimed interest or dividend or principal amount;
- l) intimation related to any change in the debenture trustee or Credit Rating Agency;
- m) intimation of comfort/guarantee or any credit enhancement provided by the Bank to a third party;
- n) any other information/change that
 - i. shall affect the rights and obligations of the holders of the non-convertible securities; and
 - ii. is not in the public domain but necessary to enable the holders of the non-convertible securities to comprehend the true position and to avoid the creation of a false market in such listed securities.
- o) The listed entity shall submit a certificate to the stock exchange regarding status of payment of interest or dividend or repayment or redemption of principal of non-convertible securities, within one working day of it becoming due, in the format as specified in **ANNEXURE D** of this policy.

ANNEXURE C

MINIMUM INFORMATION TO BE DISCLOSED TO STOCK EXCHANGE(S) SUBJECT TO APPLICATION OF GUIDELINES ON MATERIALITY**A. COMMENCEMENT OR ANY POSTPONEMENT IN THE DATE OF COMMENCEMENT OF COMMERCIAL PRODUCTION OR COMMERCIAL OPERATIONS OF ANY UNIT/DIVISION:**

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

B. ANY OF THE FOLLOWING EVENTS PERTAINING TO THE BANK:**1. Arrangements for strategic, technical, manufacturing, or marketing tie- up:****1.1. Agreement / joint venture (JV) with companies:**

- a) name of the entity(ies) with whom agreement/ JV is signed;
- b) area of agreement/JV;
- c) domestic/international;
- d) share exchange ratio / JV ratio;
- e) scope of business operation of agreement / JV;
- f) details of consideration paid / received in agreement / JV;
- g) significant terms and conditions of agreement / JV in brief;
- h) whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired. If yes, nature of interest and details thereof and whether the same is done at "arm's length";
- i) size of the entity(ies);
- j) rationale and benefit expected.

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

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

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

3. Closure of operations of any unit, division or subsidiary (in entirety or in piecemeal):

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

C. CAPACITY ADDITION OR PRODUCT LAUNCH:

1. Capacity addition:

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

2. Product Launch:

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

D. AWARDING, BAGGING/ RECEIVING, AMENDMENT OR TERMINATION OF AWARDED/BAGGED ORDERS/CONTRACTS, NOT IN THE NORMAL COURSE OF BUSINESS:

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

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

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

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

3. Amendment or termination of orders/contracts:

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

E. AGREEMENTS (VIZ. LOAN AGREEMENT(S) OR ANY OTHER AGREEMENT(S) WHICH ARE BINDING AND NOT IN NORMAL COURSE OF BUSINESS, REVISION(S) OR AMENDMENT(S) AND TERMINATION(S) THEREOF: ONLY IMPORTANT TERMS AND CONDITIONS WHICH MAY BE AS UNDER NEEDS TO BE DISCLOSED:

1. name(s) of parties with whom the agreement is entered;
2. purpose of entering into the agreement;
3. size of agreement;
4. shareholding, if any, in the entity with whom the agreement is executed;
5. significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;
6. whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;
7. whether the transaction would fall within related party transactions. If yes, whether the same is done at "arm's length";
8. in case of issuance of shares to the parties, details of issue price, class of shares issued;
9. in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;
10. any other disclosures related to such agreements, viz., details of nominee on the board of directors of the Bank, potential conflict of interest arising out of such agreements, etc.;
11. in case of termination or amendment of agreement, Bank shall disclose additional details to the stock exchange(s):
 - a) name of parties to the agreement;
 - b) nature of the agreement;
 - c) date of execution of the agreement;
 - d) details of amendment and impact thereof or reasons of termination and impact thereof.

F. DISRUPTION OF OPERATIONS OF ANY ONE OR MORE UNITS OR DIVISION OF THE BANK DUE TO NATURAL CALAMITY (EARTHQUAKE, FLOOD, FIRE ETC.), FORCE MAJEURE OR EVENTS SUCH AS STRIKES, LOCKOUTS ETC.:

1. **At the time of occurrence:**
 - a) expected quantum of loss/damage caused;
 - b) whether loss/damage covered by insurance or not including amount;
 - c) estimated impact on the production/operations in case of strikes/lock outs;
 - d) Factory/unit where the strike/lock out takes place including reasons for such strike.

2. Regularly, till complete normalcy is restored:

- a) insurance amount claimed and realized by the Bank for the loss/damage;
- b) the actual amount of damage caused due to the natural calamity or other force majeure events;
- c) details of steps taken to restore normalcy and the impact of the natural calamity/other force majeure events on production or service, financials of the entity.

G. EFFECT(S) ARISING OUT OF CHANGE IN THE REGULATORY FRAMEWORK APPLICABLE TO THE BANK:

H. PENDENCY OF ANY LITIGATION(S) OR DISPUTE(S) OR THE OUTCOME THEREOF WHICH MAY HAVE AN IMPACT ON THE BANK:

The Bank shall notify the stock exchange(s) upon it or its director or its key management personnel or its senior management or its promoter or its subsidiary becoming party to any litigation, assessment, adjudication, arbitration or dispute in conciliation proceedings or upon institution of any litigation, assessment, adjudication, arbitration or dispute including any ad-interim or interim orders passed against or in favour of the Bank, the outcome of which can reasonably be expected to have an impact. In case the amount involved in ongoing litigations or disputes with an opposing party become material on a cumulative basis, then the same shall also be required to be disclosed to the stock exchange(s).

1. At the time of becoming the party:

- a) brief details of litigation viz. name(s) of the opposing party, court/ tribunal/agency where litigation is filed, brief details of dispute/litigation;
- b) expected financial implications, if any, due to compensation, penalty etc.;
- c) quantum of claims, if any;

2. Regularly till the litigation is concluded or dispute is resolved:

- a) the details of any change in the status and / or any development in relation to such proceedings;
- b) in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings;
- c) in the event of settlement of the proceedings, details of such settlement including - terms of the settlement, compensation/penalty paid (if any) and impact of such settlement on the financial position of the Bank.

I. FRAUDS OR DEFAULTS BY EMPLOYEES OF THE BANK WHICH HAS OR MAY HAVE AN IMPACT ON THE BANK:

1. At the time of unearthing of fraud or occurrence of the default/arrest:

- a) nature of fraud/default/arrest;
- b) estimated impact on the Bank;
- c) time of occurrence;
- d) person(s) involved;
- e) estimated amount involved (if any);
- f) whether such fraud has been reported to appropriate authorities.

2. Subsequently intimate the stock exchange(s) further details regarding the fraud/default including:

- a) actual amount involved in the fraud /default (if any);
- b) actual impact of such fraud /default on the Bank and its financials;
- c) corrective measures taken by the Bank on account of such fraud/default.

J. OPTIONS TO PURCHASE SECURITIES (INCLUDING ANY SHARE BASED EMPLOYEE BENEFIT (SBEB) SCHEME) AT THE TIME OF INSTITUTING THE SCHEME AND VESTING OR EXERCISE OF OPTIONS:

- a) brief details of options granted;
- b) whether the scheme is in terms of SEBI (SBEB) Regulations, 2021 (if applicable);
- c) total number of shares covered by these options;
- d) pricing formula;
- e) options vested;
- f) time within which option may be exercised;
- g) options exercised;
- h) money realized by exercise of options;
- i) the total number of shares arising as a result of exercise of option;
- j) options lapsed;
- k) variation of terms of options;
- l) brief details of significant terms;
- m) subsequent changes or cancellation or exercise of such options;
- n) diluted earnings per share pursuant to issue of equity shares on exercise of options.

K. GIVING OF GUARANTEES OR INDEMNITY OR BECOMING A SURETY, BY WHATEVER NAME CALLED, FOR ANY THIRD PARTY:

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

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

L. GRANTING, WITHDRAWAL, SURRENDER, CANCELLATION OR SUSPENSION OF KEY LICENSES OR REGULATORY APPROVALS:

- a) name of the regulatory or licensing authority;
- b) brief details of the approval/license obtained/ withdrawn/ surrendered;
- c) impact/relevance of such approval/license to the Bank;

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

M. DELAY OR DEFAULT IN THE PAYMENT OF FINES, PENALTIES, DUES, ETC. TO ANY REGULATORY, STATUTORY, ENFORCEMENT OR JUDICIAL AUTHORITY:

- a) name of the authority;
- b) details of fines, penalties, dues, etc. including amount;
- c) due date of payment;
- d) reasons for delay or default in payment;
- e) impact on financial, operation or other activities of the Bank, quantifiable in monetary terms to the extent possible.

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

N. ANY OTHER INFORMATION/EVENT VIZ. MAJOR DEVELOPMENT THAT IS LIKELY TO AFFECT BUSINESS, E.G. EMERGENCE OF NEW TECHNOLOGIES, EXPIRY OF PATENTS, ANY CHANGE OF ACCOUNTING POLICY THAT MAY HAVE A SIGNIFICANT IMPACT ON THE ACCOUNTS, ETC. AND BRIEF DETAILS THEREOF AND ANY OTHER INFORMATION WHICH IS EXCLUSIVELY KNOWN TO THE BANK WHICH MAY BE NECESSARY TO ENABLE THE HOLDERS OF SECURITIES OF THE BANK TO APPRAISE ITS POSITION AND TO AVOID THE ESTABLISHMENT OF A FALSE MARKET IN SUCH SECURITIES.

ANNEXURE D
FORMAT OF DISCLOSURE REGARDING CREDIT RATING:

| Details of credit rating | | | | | | | | | | | |
|--------------------------|------|----------------------------------|------------------------|---|---|-----------------------------|-----------------------|---|----------------------|--|--|
| Current rating details | | | | | | | | | | | |
| S. No. | ISIN | Name of the Credit Rating Agency | Credit rating assigned | Outlook (Stable/ Positive/ Negative/ outlook) | Rating Action (New/ Upgrade/ Downgrade/ Re-affirm/ Other) | Specify other rating action | Date of credit rating | Verification status of credit rating agencies | Date of verification | | |
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. | | |
| | | | | | | | | | | | |

FORMAT OF SUBMISSION OF INTEREST PAYMENT:

- a. Whether interest payment/ redemption payment made (Yes/ No):
- b. Details of interest payments:

| S. No. | Particulars | Details |
|--------|---|---------|
| 1. | ISIN | |
| 2. | Issue size | |
| 3. | Interest amount to be paid on due date | |
| 4. | Frequency – quarterly/ monthly | |
| 5. | Change in frequency of payment (if any) | |
| 6. | Details of such change | |
| 7. | Interest payment record date | |
| 8. | Due date for interest payment (DD/MM/YYYY) | |
| 9. | Actual date for interest payment (DD/MM/YYYY) | |
| 10. | Amount of interest paid | |
| 11. | Date of last interest payment | |
| 12. | Reason for non-payment/ delay in payment | |

FORMAT FOR SUBMISSION OF REDEMPTION PAYMENTS:

| S. No. | Particulars | Details |
|---------------|---|----------------|
| 1. | ISIN | |
| 2. | Type of redemption (full/ partial) | |
| 3. | If partial redemption, then a. By face value redemption b. By quantity redemption | |
| 4. | If redemption is based on quantity, specify, whether on: a. Lot basis b. Pro-rata basis | |
| 5. | Reason for redemption (call, put, premature redemption, maturity, buyback, conversion, others (if any)) | |
| 6. | Redemption date due to put option (if any) | |
| 7. | Redemption date due to call option (if any) | |
| 8. | Quantity redeemed (no. of NCDs) | |
| 9. | Due date for redemption/ maturity | |
| 10. | Actual date for redemption (DD/MM/YYYY) | |
| 11. | Amount redeemed | |
| 12. | Outstanding amount (Rs.) | |
| 13. | Date of last Interest payment | |
| 14. | Reason for non-payment/ delay in payment | |