

CIN: U52190BR2002PLC009872 An ISO 9001:2008 Certified Company

GLO SUPER MARKET

- · Bandar Bagicha
- · S K Puri
- · Kankar Bagh
- · Ashiana Nagar
- Patna City
- Anisabad

969 Salon

For Ladies

- Bandar Bagicha
- S K Puri
- · Kankar Bagh
- Ashiana Nagar
- · Patna City · Rajendra Nagar

For Gents

- Bandar Bagicha
- · S K Puri
- Ashiana Nagar
 Patna City

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Banquet & Conference Hall

- · Bandar Bagicha
- · Kankar Bagh

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- Ashiana Nagar
- · Patna City



- · S K Puri
- * Kadam Kuan

POLICY ON DETERMINATION OF MATERIALITY OF **EVENTS / INFORMATION**



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POLICY ON DETERMINATION OF MATERIALITY OF EVENTS/ INFORMATION

1. PREAMBLE:

The Board of Directors (the "Board") of Aditya Consumer Marketing Limited (the "ACML") has adopted the following policy and procedures with regard to determination of Materiality of events or information which are required to be disclosed to the Stock Exchanges in terms of Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations) (The Policy).

1. SCOPE & OBJECTIVE:

With a view to enable investors of the Company make well-informed investment decisions, timely, accurate and adequate disclosure / dissemination of material events / information, on an ongoing basis is crucial. Accordingly this Policy is formulated to disclose such event(s) / information, which in view of the management and the regulators, is material and thereby attaining highest standards of accountability, equity and transparency of not only business operations of the Company but also of a Company as a whole.

The core objective of this Policy is to ensure the disclosure of material event(s) / information to the stock exchange(s) and stakeholders as and when they occur, thereby protecting the interest of the stakeholders.

1. APPROVAL:

This Policy has been approved and adopted by the Board of Directors of the Company in its meeting held on 29 June, 2016.

EFFECTIVE DATE: 1.

This Policy is effective from 29th June, 2016.

2. **DEFINITIONS:**

- "Act" means the Securities and Exchange Board of India Act, 1992, 5.1 including any amendment or modification thereof.
- "Regulations" or "Listing Regulations" shall mean Securities and 5.2 Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015.
- "Company" means Aditya Consumer Marketing Limited. 5.3

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- 5.4 "Board of Directors" or "Board" means the Board of Directors of Aditya Consumer Marketing Limited, as constituted from time to time.
- 5.5 "Policy" or "This Policy" means Policy on Determination of Materiality of Events / Information.
- 5.6 "Compliance Officer" means the Company Secretary of the Company.
- 5.7 "Key Managerial Personnel (KMP)" means Key Managerial Personnel as defined in sub-section (51) of Section 2 of the Companies Act, 2013.
- 5.8 "Promoter" and "Promoter Group" shall have the same meaning as assigned to them respectively in clauses (za) and (zb) of sub-regulation (1) of regulation 2 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
- 5.9 "Officer" means as assigned to the term in clause (59) of Section 2 of the Companies Act, 2013 and shall include Promoters of the Company.
- 5.10 "Schedule III" means Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015.
- 5.11 "Stock Exchange" means the stock exchange(s) where the securities of the Company are listed.

Terms that have not been defined herein above and anywhere in this Policy shall have the meaning ascribed to them in the Regulations, Listing Agreement, The Companies Act, 2013 and rules made there under and / or any other SEBI Regulation(s) as amended from time to time to the extent applicable to the Company.

GUIDELINES FOR DETERMINING WHEN AN EVENT / INFORMATION HAS OCCURRED

Pursuant to Securities and Exchange Board of India Circular No CIR/CFD/CMD/4/2015 on 'Continuous Disclosure Requirements for Listed Entities' dated September 9, 2015, below are the guidelines for determining when an event / information have occurred:

6.1 The Company may be confronted with the question as to when an event / information can be said to have occurred;





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- In certain instances, the answer to above question would depend upon the 6.2 stage of discussion, negotiation or approval and in other instances where there is no such discussion, negotiation or approval required viz. in case of natural calamities, disruptions etc, the answer to the above question would depend upon the timing when the listed entity became aware of the event/information.
- In the former, the events/information can be said to have occurred upon 6.2.1 receipt of approval of Board of Directors e.g. further issue of capital by

rights issuance and in certain events/information after receipt of approval of both i.e. Board of Directors and Shareholders.

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

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

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KEY PRINCIPLES FOR DETERMINING MATERIALITY OF EVENTS / INFORMATION:

Events / Information shall be considered as Material if it meets any of the appended criteria: (Pursuant to sub-regulation 4 of Regulation 30 & Para B of Part A of Schedule III of the Listing Regulations - Applicable to events / information specified in Annexure II hereunder)

Qualitative Principles for Determination of Materiality

- 7.1 The omission of disclosing an event / information which is likely to result in discontinuity or alteration of event / information already available publicly;
- 7.2 The omission of disclosing an event / information which is likely to result in significant market reaction if the said omission came to light at a later date;
- In case where the criteria specified above i.e., in 7.1 and 7.2 are not applicable, an 7.3 event / information may be treated as being material if in the opinion of the Board of Directors of the Company, the event / information is considered material.

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Quantitative Principles for Determination of Materiality

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The event / information would be considered material if its financial impact on the Company is 5% or more of the gross turnover as per the last audited consolidated accounts of the Company.

Provided that any confidential information which if disclosed is likely to put at risk the business interest of the Company shall not be disclosed. The Company to that extent shall make qualified disclosure to the stock exchanges.

DISCLOSURE OF EVENTS / INFORMATION: 8.

of such event / information.

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In the event the Company fails to make a disclosure within the aforementioned prescribed period, the Company along with such disclosure(s) shall also provide an explanation for such delay.

Pursuant to Para A of Part A of Schedule III of the Listing Regulations read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015, events

specified in Annexure I (which forms part of his Policy), are deemed to be

material events (i.e., Clause 7 of this Policy need not be applied) and the Company

shall disclose to the stock exchange(s) all such events or information as soon as

reasonably possible and not later than twenty-four (24) hours from the occurrence

However, outcome of the Board Meeting (Serial No. 4 of Annexure I) shall be disclosed within thirty (30) minutes of the conclusion of the Board Meeting.

Pursuant to Para B of Part A of Schedule III of the Listing Regulations read with SEBI Circular No. CIR/CFD/CMD/4/2015, the Company shall make disclosure(s)

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of events / information as specified in Annexure II (which forms part of his Policy), based on application of key principles for determining materiality as per Clause 7 of this Policy. 8.3 It is mandatory for the Company to make disclosure(s) updating material

developments on a regular basis, till such time the event is resolved / closed with relevant explanations. 8.4

The Company shall provide specific and adequate reply to all questions raised by stock exchange(s) with respect to any events / information. Further, the Company on its own initiative shall confirm or deny any event / information to stock exchange(s) reported in media.

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8.5 In case where an event occurs or an information is available with the Company, which has not been indicated in Annexure I or Annexure II, but which may have material effect on it, the Company will make adequate disclosure(s) in regard thereof.

9. WEBSITE UPDATION:

The Company shall disclose on its website:

- 9.1 all such events / information which has been disclosed to stock exchange(s) under the Listing Regulations; and
- 9.2 such disclosure(s) shall be hosted on the website of the Company for a minimum period of five (5) years; and
- 9.3 thereafter as per the Archival Policy of the Company, as disclosed on the website of the Company.

10. AUTHORITY TO KEY MANAGERIAL PERSONNEL:

Any of the Executive Chairman, Chief Financial Officer and Company Secretary of the Company jointly are authorized for the purpose of determining materiality of any event / information.

The Company Secretary of the Company is authorized for the purpose of making disclosure(s) to the stock exchange(s) under the Listing Regulations.

The Contact details are as follows and will be disclosed to the stock exchange(s) simultaneously and also on the website of the Company:

No.	Name of the KMP	Designation	Contact Details
	Mr. Yashovardhan Sinha	Executive Chairman	Phone: +91 9204322222
			Email: ys@adityaconsumer.com
2.	Mrs. Meena Sharma	Non Execurive Director	Phone: +91 7277021122
3.	Mrs. Vandana Singh	Non Execurive Director	Email: ms@adityaconsumer.cor Phone: +91 7277051122
4	Mr. Anil Kumar Singh	Cli cri	Email: vs@adityaconsumer.com
7.	Mi. Ami Kumar Singn	Chief Financial Officer	Phone: +91 9204052535
5.	Mrs. Rachna	Company Secretary and Compliance Officer	Email: cfo@adityaconsumer.con Phone: +91 7033733375
\perp			Email: cs@ adityaconsumer.com
		William Brown	NSUMER

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amendment(s), clarification(s), circular(s) etc. issued by the relevant authorities, not being consistent with the provisions laid down under this Policy, then such amendment(s), clarification(s), circular(s) etc. shall prevail upon the provisions hereunder and this Policy shall stand amended accordingly from the effective date as laid down under such amendment(s), clarification(s), circular(s) etc.

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COMMUNICATION OF THE POLICY:

This Policy shall be placed on the website of the Company.

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Aditya Consumer Marketing Limited CIN: U52190BR2002PLC009872 ANNEXURE I

	Sr.	An ISO 9001:2008 Certified Company ANNEXURE I
	No.	Material Events (As per Para A of Part A of Schedule III)
	140.	(Events to be disclosed without any application of the guidelines for materiality as
	1	prescribed in sub-regulation 4 of regulation 30)
	+.	Acquisition(s) (including agreement to acquire), Scheme of Arrangement
0.0		(amalgamation/ merger/ demerger/restructuring), or sale or disposal of any unit(s),
	ARKET	division(s) or subsidiary of the listed entity or any other restructuring.
Bandar Bagich	a 2	Issuance or forfeiture of securities, split or consolidation of shares, buyback of
S K Puri Kankar Bagh		securities, any restriction on transferability of securities or alteration in terms or
 Ashiana Naga 		structure of existing securities including forfeiture, reissue of forfeited securities,
Patna City Anisabad		alteration of calls, redemption of securities etc.
Allisabad	3	Revision in Rating(s)
	4	Outcome of Meetings of the board of directors held to consider 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;
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The second second	211	c) the decision on buyback of securities;
For Ladies		d) the decision with respect to fund raising proposed to be undertaken;
 Bandar Bagich S K Puri 	ld	e) increase in capital by issue of bonus shares through capitalization including the
Kankar Bagh		date on which such bonus shares shall be credited/dispatched;
 Ashiana Nagar Patna City 		f) reissue of forfeited shares or securities, or the issue of shares or securities held in
Rajendra Naga	ar	reserve for future issue or the creation in any form or manner of new shares or
For Gents		securities or any other rights, privileges or benefits to subscribe to;
Bandar Bagich	a	g) short particulars of any other alterations of capital, including calls;
 S K Puri Ashiana Nagar 		h) financial results;
Patna City		i) decision on voluntary delisting by the listed entity from stock exchange(s);
	5	Agreements (viz. shareholder agreement(s), joint venture agreement(s), family
		settlement agreement(s) (to the output that it invests measurement agreement(s), family
		settlement agreement(s) (to the extent that it impacts management and control of the
		listed entity), agreement(s)/treaty(ies)/contract(s) with media companies) which are
Gtó)		binding and not in normal course of business, revision(s) or amendment(s) and
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Bandar Bagicha		Fraud/defaults by promoter or key managerial personnel or by listed entity or arrest of
Kankar Bagh	-	key managerial personnel or promoter.
	7	Change in directors, key managerial personnel (Managing Director, Chief Executive
1 H 1 - 1 - 1 - 1 - 1		Officer, Chief Financial Officer, Company Secretary etc.), Auditor and Compliance
		Officer.
Yo!Ching	C.	Appointment or discontinuation of share transfer agent.
9 10 10 10 10 10 10 10 10 10 10 10 10 10	-9	Corporate debt restructuring.
Bandar Bagich Ashiana Nagar	^d 10	One time settlement with a bank.
Patna City	11	Reference to BIFR and winding-up petition filed by any party / creditors.
	12	Issuance of Notices, call letters, resolutions and circulars sent to shareholders, debenture
		holders or creditors or any class of them or advertised in the media by the listed entity.
	13	Proceedings of Annual and extraordinary general meetings of the listed entity.
	14	Amendments to memorandum and articles of association of listed entity, in brief.
a Plan	15	Schedule of Analyst or institutional investor meet and presentations on financial results
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Sr. No. No. (Events or Information that are to be disclosed based on Materiality Guidelines listed in the Policy)			P. of Port A of Schedule III)
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Change in the general character of nature or hater of strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of business or closure of operations of any unit/division (entirety or piecerneal). Awarding, bagging/ receiving, amendment or termination of awarded/bagged orders/contracts not in the normal course of business. Agreements (viz. loan agreement(s) (as a borrower) 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. Disruption of operations of any one or more units or division of the listed entity due to natural calamity (earthquake, flood, fire etc.), force majeure or events such as strikes, lockouts etc. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Disruption of operations of any one or more units or division of the listed entity documents of the listed entity of the company applicable to the listed entity. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Disruption of operations of any one or more units or division of the listed entity documents of the listed entity of part of part of the listed entity. Effect(s) arising out of change in the regulatory framework applicable to the listed entity. Disruption of operations of any one or more units or division of the listed entity of the listed entity in applicable to the listed entity or experiments. The part of the listed entity oreceiving and the listed entity or experiments. Disruption of ope	The second second		production or commercial operations of the brought about by arrangements for
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For Adilya Consumer Marketing Limited Managing Director

