



Aster DM Healthcare Limited

Policy for Determination of Materiality

Adoption/Amendment by the Board of Directors	Effective Date
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1. Introduction & Background

Equity shares of Aster DM Healthcare Limited (the 'Company' or 'Aster DM') are listed on the BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE). The requirements under SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 (SEBI Regulations) and other relevant rules and statutes have been considered while drafting this Policy for determining Materiality for Disclosures (the 'Policy'). SEBI Regulations mandate listed entities to formulate a policy for determining materiality of events or information that warrant disclosure to investors. It is in this context this Policy on Determining Materiality for Disclosures is being framed and implemented.

The Policy applies in respect of disclosures of material events occurring within Aster DM and its subsidiaries. This policy is in addition to and does not derogate from, Aster DM's Code for Insider Trading and which deals with dissemination of Unpublished Price Sensitive Information (also referred to as material non – public information).

2. Definitions

In this Policy, unless the context otherwise requires:

- a) **"Board of Directors"** shall mean the board of directors of Aster DM Healthcare Limited, as constituted and reconstituted from time to time;
- b) **"Chief Financial Officer"** shall mean Chief Financial Officer appointed by the Company pursuant to the provisions of Section 203 of the Companies Act, 2013
- c) **"Company Secretary"** shall mean the Company Secretary appointed by the Company pursuant to the provision of Section 203 of the Companies Act, 2013
- d) **"Key Managerial Personnel"** or **"KMP"** means and includes the Managing Director, Chief Financial Officer and Company Secretary of the Company appointed pursuant to the provisions of Section 203 of the Companies Act, 2013.
- e) **"Subsidiary"** means a subsidiary as defined under the provisions of the Companies Act, 2013

All words and expressions used but not defined in this Policy, but defined in SEBI Act, 1992, Companies Act, 2013, the Securities Contract (Regulation) Act, 1956, the Depositories Act, 1996 and / or the rules and regulations made thereunder shall have the meaning as respectively assigned to them in such Acts or rules or regulations or any statutory modification or re-enactment thereto, as the case may be.

3. Objective of Policy

The objective of this Policy are as follows:

- a) To ensure that the Company complies with the disclosure obligations to which it is subject as a publicly traded company as laid down by the SEBI Regulations, various securities laws and any other applicable legislations;
- b) To ensure that the information disclosed by the Company is timely and transparent;
- c) To ensure that the corporate documents and public statements are accurate and do not contain any mis-representation;
- d) To protect the confidentiality of Material / Price Sensitive information within the context of the Company's disclosure obligations;
- e) To provide a framework that supports and fosters confidence in the quality and integrity of information released by the Company;
- f) To ensure uniformity in the Company's approach to disclosures, raise awareness and reduce the risk of selective disclosures.

4. Authorized Persons

Key Managerial Personnel of the Company are authorised to determine the materiality of an event or information and to make appropriate disclosures on a timely basis. The Key Managerial Personnel are also authorised to seek appropriate counsel or guidance, as and when necessary, from other internal or external stakeholders as they may deem fit.

The Company Secretary or his/her designee, in each case, together with the Company's Chief of Investor Relations, if any, must pre-approve any deviations from the guiding principles/ procedures outlined in this policy.

5. Powers of Key Managerial Personnel

The Key Managerial Personnel shall have the following powers and responsibilities for determining the material events or information:

- a) To review and assess an event or information that may qualify as "material" and may require disclosure, on the basis of facts and circumstances prevailing at a given point of time;
- b) 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;
- c) To disclose developments that are material in nature on a regular basis, till such time the event or information is resolved / closed, with relevant explanations;
- 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 Regulations and determine the materiality, appropriate time and contents of the disclosure of such matters;
- e) To disclose all events or information with respect to the subsidiaries which are material for the Company.

6. Scope and Applicability

This Disclosure Policy is applicable to all disclosures and communication of Material Events or Information by the Company, which in the opinion of the Board of Directors of the Company, is material.

SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 (SEBI LODR) divide the events that need to be disclosed broadly into the following categories.

1. Events specified in **Annexure A** are deemed to be material events and the Company shall make disclosure of such events without the application of materiality guidelines.
2. Events specified in **Annexure B** shall require disclosure based on application of guidelines for materiality.
3. Events specified in **Annexure C** shall require disclosure if the event or information viz major development that is likely to affect business.

7. Criteria for determining materiality of events or information

The following criteria are to be considered for determining materiality of events or information:

- a. The omission of an event or information which is likely to:
 - i. Result in a discontinuity or alteration of an event or information already available publicly;
 - ii. Result in significant market reaction if the said omission came to light at a later date;
- b. Omission of an event or information, whose value, or the expected impact, in terms of value, exceeds the lower of the following:
 - iii. Two percent of turnover, as per the last audited consolidated financial statements of the Company;
 - iv. Two percent of net worth, as per the last audited consolidated financial statements of the Company, except in case the arithmetic value of the net worth is negative;
 - v. 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 Company;
- c. In case where the criteria specified above are not applicable, an 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.

8. Disclosure of material events or information

The Company shall furnish Material Events or Information to all stakeholders on a continuous and immediate basis. The Company shall first disclose to the stock exchange(s) all events or information which are material in terms of the provisions of this regulation as soon as reasonably possible and in any case not later than the following:

- i. Thirty minutes from the closure of the meeting of the board of directors in which the decision pertaining to the event or information has been taken;
- ii. Twelve hours from the occurrence of the event or information, in case the event or information is emanating from within the Company;
- iii. Twenty four hours from the occurrence of the event or information, in case the event or information is not emanating from within the Company;

The disclosure with respect to events for which timelines have been specified in Part A of Schedule III of SEBI LODR shall be made within such timelines.

In case the disclosure is made after the timelines specified under this regulation, the Company shall, along with such disclosure provide the explanation for the delay.

9. Obligations under the Policy

Any event or information including the information forming part of Annexure A or any event / information listed in Schedule III, Part A of SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, as amended from time to time, shall be forthwith informed to KMP upon occurrence, with adequate supporting documents / materials.

KMP thereafter shall determine the materiality of the information / event based on the principles laid down under the Policy and relevant rules and regulations. And on completion of the assessment, KMP shall, if required, make appropriate disclosures to stock exchanges.

10. Disclosure requirements for certain types of agreements binding the Company

All the parties to the agreements specified in clause 5A of Annexure A to the Policy, shall inform the Company about the agreement to which the Company is not a party, within two working days of entering into such agreements or signing an agreement to enter into such agreements.

11. Limitation and Amendment

In the event of any conflict between the provisions of this Policy and of the Act or SEBI Regulations or any other statutory enactments, rules, the provisions of such Act or SEBI Regulations or statutory enactments, rules shall prevail over this Policy. Any subsequent amendment / modification in the SEBI Regulations, Act and/or applicable laws in this regard shall automatically apply to this Policy.

Annexure A

List of Events which shall be disclosed without any application of the guidelines for materiality.

S.No	Events requiring Disclosure
1.	<p>Acquisition (s) including agreement to acquire, Scheme of Arrangement (amalgamation/merger/demerger/restructuring) or sale or disposal of any unit(s), division(s) whole or substantially the whole of the undertaking(s) or subsidiary of the Company, sale of stake in associate company or subsidiary of the Company or any other restructuring.</p> <p>Explanation (1) - For the purpose of this sub para, the word “acquisition” shall mean</p> <ol style="list-style-type: none"> i. Acquiring control, whether directly or indirectly, or ii. Acquiring or agreeing to acquire shares or voting rights in, a company, whether directly or indirectly, such that – <ol style="list-style-type: none"> a. The Company holds shares or voting rights aggregating to five percent or more of the shares or voting rights in the said company or b. There has been a change in holding from the last disclosure made under sub-clause (a) of clause (ii) of the Explanation to this sub-para and such change exceeds 2% of the total shareholding or voting rights in the said company. c. the cost of acquisition or the price at which the shares are acquired exceeds the threshold specified in sub-clause (c) of clause (i) of sub-regulation (4) of regulation 30. <p>Explanation (2) - For the purpose of this sub-paragraph, “sale or disposal of subsidiary” and “sale of stake in associate company” shall include-</p> <ol style="list-style-type: none"> (i) an agreement to sell or sale of shares or voting rights in a company such that the company ceases to be a wholly owned subsidiary, a subsidiary, or an associate company of the Company; or (ii) an agreement to sell or sale of shares or voting rights in a subsidiary or associate company such that the amount of the sale exceeds the threshold specified in sub- clause (c) of clause (i) of sub-regulation (4) of regulation 30. <p>Explanation (3)- For the purpose of this sub-paragraph, “undertaking” and “substantially the whole of the undertaking” shall have the same meaning as given under section 180 of the Companies Act, 2013.</p>
2.	<p>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.</p>
3.	<p>New Rating(s) or Revision in Rating(s)</p>

4.	<p>Outcome of meetings of the Board of Directors. Company shall disclose to the Stock Exchanges within 30 minutes of the closure of the meeting held to consider the following:</p> <ol style="list-style-type: none"> 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. Any cancellation of dividend with reasons thereof The decision on buy back of securities. The decision with respect to fund raising proposed to be undertaken. Increase in capital by issue of bonus shares through capitalization including the date on which such bonus shares shall be credited/dispatched. 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 Short particulars of any other alterations of capital, including calls Financial results Decision on voluntary delisting by the Company from stock exchanges
5.	<p>Agreements (viz shareholder agreements) joint venture agreements, family settlement agreements (to the extent that it impacts management and control of the Company), agreements/treaties/contracts with media companies which are binding and not in normal course of business, revisions or amendments and terminations thereof</p>
5A	<p>Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the Company or of its holding, subsidiary or associate company, among themselves or with the Company or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the Company is a party to such agreements:</p> <p>However, if such agreements entered into by the Company in the normal course of business shall not be required to be disclosed unless they, either directly or indirectly or potentially or whose purpose and effect is to impact the management or control of the Company or they are required to be disclosed in terms of any other provisions of these regulations.</p> <p>Explanation: For the purpose of this clause, the term “directly or indirectly” includes agreements creating obligation on the parties to such agreements to ensure that the Company shall or shall not act in a particular manner.</p>

6.	<p>Fraud or defaults by the Company, its promoter, director, key managerial personnel, senior management or subsidiary or arrest of key managerial personnel, senior management, promoter or director of the Company, whether occurred within India or abroad:</p> <p>For this purpose:</p> <p>(i) 'Fraud' shall include fraud as defined under Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.</p> <p>(ii) 'Default' shall mean non-payment of the interest or principal amount in full on the date when the debt has become due and payable.</p> <p>Explanation 1- In case of revolving facilities like cash credit, an entity would be considered to be in 'default' if the outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for more than thirty days.</p> <p>Explanation 2- Default by a promoter, director, key managerial personnel, senior management, subsidiary shall mean default which has or may have an impact on the Company</p>
7.	Change in directors, KMP (MD, CEO, CFO, CS, Senior Management etc.) Auditor and Compliance Officer
7A.	Resignation of the auditor of the Company with detailed reasons for resignation of auditor, as given by the said auditor.
7B.	<p>Resignation of an independent director of the Company. The Company shall, within seven days from the date of resignation, submit following disclosures to the stock exchanges as provided by the independent director;</p> <p>a. Detailed reasons for the resignation of independent director and</p> <p>b. Confirmation that there is no material reason other than the reason provided by the independent director</p>
7C.	In case of resignation of key managerial personnel, senior management, Compliance Officer or director other than an independent director; the letter of resignation along with detailed reasons for the resignation as given by the key managerial personnel, senior management, Compliance Officer or director shall be disclosed to the stock exchanges by the Company within seven days from the date that such resignation comes into effect.
7D.	In case the Managing Director or Chief Executive Officer of the Company was indisposed or unavailable to fulfil the requirements of the role in a regular manner for more than forty-five days in any rolling period of ninety days, the same along with the reasons for such indisposition or unavailability, shall be disclosed to the stock exchange(s).
8.	Appointment or discontinuation of a share transfer agent
9.	<p>Resolution plan/ Restructuring in relation to loans/borrowings from banks/financial institutions including the following details:</p> <p>(i) Decision to initiate resolution of loans/borrowings.</p> <p>(ii) Signing of Inter-Creditors Agreement (ICA) by lenders.</p> <p>(iii) Finalization of Resolution Plan.</p> <p>(iv) Implementation of Resolution Plan.</p> <p>(v) Salient features, not involving commercial secrets, of the resolution/ restructuring plan as decided by lenders.</p>
10.	One-time settlement with a bank
11.	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 Company
13.	Proceedings of Annual and Extraordinary general meetings of the Company
14.	Amendments to Memorandum and Articles of Association of the Company, in brief

15.	<p>Schedule of Analyst or Institutional Investor meet at least two working days in advance (excluding the date of the intimation and the date of the meet) and presentation of financial results made by the Company to analysts or institutional investors;</p> <p>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:</p> <ul style="list-style-type: none"> (i) the presentation and the audio/video recordings shall be promptly made available on the website and in any case, before the next trading day or within twenty-four hours from the conclusion of such calls, whichever is earlier; (ii) the transcripts of such calls shall be made available on the website within five working days of the conclusion of such calls.
16.	<p>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> <ul style="list-style-type: none"> 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 Company along with comments of the management, if any <p>Forensic Audit refers to audits that are initiated with the objective of detecting any misstatement in financials, misappropriation/siphoning, or diversion of funds.</p>
17.	<p>Announcement or communication through social media intermediaries or mainstream media by directors, promoters, key managerial personnel or senior management of a Company, in relation to any event or information which is material for the Company in terms of Regulation 30 of these regulations and is not already made available in the public domain by the Company.</p>
18.	<p>Action(s) initiated, or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company, (along with the details as prescribed by SEBI LODR) in respect of the following:</p> <ul style="list-style-type: none"> (a) search or seizure; or (b) re-opening of accounts under section 130 of the Companies Act, 2013; or (c) investigation under the provisions of Chapter XIV of the Companies Act, 2013;
19.	<p>Action(s) taken, or orders passed by any regulatory, statutory, enforcement authority or judicial body against the Company or its directors, key managerial personnel, senior management, promoter or subsidiary, in relation to the Company, (along with the details as prescribed by SEBI LODR) in respect of the following:</p> <ul style="list-style-type: none"> (a) suspension. (b) imposition of fine or penalty. (c) settlement of proceedings. (d) debarment. (e) disqualification. (f) closure of operations. (g) sanctions imposed. (h) warning or caution; or (i) any other similar action(s) by whatever name called;

20.	Voluntary revision of financial statements or the report of the board of directors of the Company under section 131 of the Companies Act, 2013
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Annexure B**Events which shall require disclosure based on application of guidelines for materiality.**

S. No	Events requiring Disclosure
1.	Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division.
2.	Any of the following events pertaining to the Company: (a) arrangements for strategic, technical, manufacturing, or marketing tie-up; or (b) adoption of new line(s) of business; or (c) closure of operation of any unit, division or subsidiary (in entirety or in piecemeal)
3.	Capacity addition to product launch
4.	Awarding, bagging, receiving, amendment, or termination of awarded/bagged orders/contracts not in the normal course of business
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
6.	Disruption of operations of any one or more units or division of the Company due to natural calamity, force majeure, or events such as strikes, lockouts, etc.
7.	Effect(s) arising out of change in the regulatory framework applicable to the Company
8.	Pendency of any litigation(s) or dispute(s) or the outcome thereof which may have an impact on the Company
9.	Frauds or defaults by employees of the Company which has or may have an impact on the Company
10.	Options to purchase securities including any ESOP/ESPS Scheme
11.	Giving guarantees or indemnity or becoming a surety, by whatever name called, for any third party
12.	Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals
13.	Delay or default in the payment of fines, penalties, dues, etc. to any regulatory, statutory, enforcement or judicial authority

Annexure C

1. 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 Company which may be necessary to enable the holders of securities of the Company to appraise its position and to avoid the establishment of a false market in such securities.
2. Without prejudice to the generality of Annexure A, Annexure B and Annexure C, the Company may make disclosures of event/information as specified by SEBI from time to time.