



Rodium Realty Ltd.

Perspective To Perfection

**RODIUM REALTY LIMITED**

**CIN: L85110MH1993PLC206012**

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**POLICY ON DETERMINATION OF MATERIALITY OF EVENTS**

**1. INTRODUCTION:**

In terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**") requires every Listed Company to disclose events or information which, in the opinion of the Board of Directors of a Company are material. In compliance with the said requirement of the Listing Regulations, the Board of Directors of Rodium Realty Limited as framed this policy with the objective for determining materiality of events.

Regulation 30 of the Regulations mandates disclosure of all deemed material events to the Stock Exchanges. These events have been specified in Para A of Part A of Schedule III of the Regulations and shall be disclosed as applicable from time-to-time.

**2. POLICY OBJECTIVE:**

The objective of this Policy is to define the parameters/criteria on achieving of which a particular events/information of the nature specified in Part B of Para A of Schedule III to Listing Regulations would be considered as material and warrant disclosure in terms of Regulation 30(3) of Listing Obligations.

**3. DEFINITIONS:**

**"Act"** means the Companies Act, 2013 (and the Rules) and the Companies Act, 1956 to the extent applicable.

**"Board of Directors" or "Board"** means the Board of Directors of Rodium Realty Limited, as constituted from time to time.

**"Company"** means Rodium Realty Limited.

**"Listing Regulations"** means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

**"Material Events"** means events of the nature as specified in Para B of Part A of Schedule III which are deemed to be material based on the application of this Policy.

**"Policy"** means this Policy for Determination of Material Events.

**4. EVENTS DEEMED TO BE MATERIAL:**

- A. Regulation 30 (2) of the Regulations Mandates disclosure of all deemed material events to the Stock Exchange. These events have been specified in Para A of Part A of Schedule III of the Regulations and shall be disclosed as applicable from time-to-time.



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- B. For disclosure of certain events (as specified in Para B of Part A of Schedule III) to the Stock Exchanges the following criteria shall be considered by the Board for determining whether the events are material or not: -

Where the omission of an event or information, is likely to result in:

- (a) discontinuity or alteration of event or information already available publicly or
- (b) a significant market reaction if the said omission came to light at a later date.

Where it would be difficult to report the events based on qualitative criteria as stated in points a) and b) above, the same may be considered material for disclosure, upon meeting materiality thresholds as mentioned herein below.

**5. POLICY FOR DETERMINING MATERIAL EVENTS:**

Materiality must be determined on a case to case basis depending on specific facts and circumstances relating to the information/event.

The following quantitative criteria shall apply to events specified in Para B of Part A of Schedule III of the Listing Regulations.

Sr. No.	Events	Quantitative Criteria
1	Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division.	Not Applicable
2	Change in the general character or nature of business brought about by arrangements for strategic, technical, manufacturing, or marketing tie-up, adoption of new lines of business or closure of operations of any unit/division (entirety or piecemeal).	if it exceeds 10 % of the consolidated income, consolidated profit before tax or consolidated net worth, as may be applicable.
3	Capacity addition or product launch	In case of product launch the Company will make disclosure at time of receiving approval from the respective authority for ex. Receiving of IOD, CC and OC.
4	Awarding, bagging/ receiving, amendment or termination of awarded/bagged orders/contracts not in the normal course of business	<b><u>Awarding, bagging/ receiving/ termination:</u></b> If the value of order/contract exceeds 20% of the consolidated net worth as per the latest audited annual financial statements, subject to the value of order/contract being atleast Rs. 500 crore.
5	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	Since the Company is in real estate business, taking of construction finance loan and thereby entering into Loan Agreement in the normal course of business will not cover into this category.



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		For any other Agreements: If the value of such agreement exceeds 20% of the consolidated net worth as per the latest audited annual financial statements, subject to the value of order/contract being atleast Rs. 500 crore.
6	Disruption of operations of any one or more units or division of the Company due to natural calamity (earthquake, flood, fire, etc.), force majeure or events such as strikes, lockouts, etc.	<b><u>In case of Ongoing Project:</u></b> If the operations are likely to be disrupted for the period of more than 90 days and the likely impact of such disruption exceeds 20% of the consolidated profit before tax as per the latest audited financial statements subject to the impact being atleast 100 crore.
7	Effect(s) arising out of change in the regulatory framework applicable to Company.	If the likely impact of such change exceeds 20% of the consolidated profit before tax as per the latest audited financial statements subject to the impact being atleast 100 crore.
8	Litigation(s) / dispute(s) / regulatory action(s) with impact.	<b><u>Litigation involving impact on P&amp;L Statements:</u></b> If the claim under the litigation 20% of the consolidated profit before tax as per the latest audited financial statements subject to the impact being atleast 100 crore.  <b><u>Litigation involving impact on Balance sheet:</u></b>  If the claim under the litigation 20% of the consolidated networth as per the latest audited financial statements subject to the impact being atleast 100 crore
9	Granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.	Key licenses or regulatory approvals are those which impact the ability of the Company to function as a real estate developer and not the routine licenses/approvals required during the course of construction/development of a Project.
10	Fraud/defaults etc., by directors (other than key managerial personnel) or employees of Company.	If the frauds/ defaults, etc. by directors (other than key managerial personnel) or employees of the Company involving financial impact of Rs. 5 crore or more.
11	Options to purchase securities including any ESOP/ESPS Scheme.	If the Options to purchase securities, including any ESOP/ESPS Scheme amounting to 2% of post-issue equity share capital



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12	Giving of guarantees or indemnity or becoming a surety for any third party.	If for giving of guarantees or indemnity or becoming a surety for any third party in excess 20% of the consolidated net worth of the Company.

*The above thresholds shall be determined on the basis of the last annual audited consolidated financial statements of the Company.*

**6. DISCLOSURE PROCESS**

- i. Any event purported to be reportable under Regulation 30 of the Regulations shall be informed to the Managing Director & Chief Executive Officer/Executive Director/Chief Financial Officer & Company Secretary of the Company on an immediate basis with adequate supporting data/information to facilitate a prompt and appropriate disclosure. Any other event, even if not covered under the Regulations but is potentially of price sensitive nature, must also be informed, for further evaluation to the Chief Financial Officer & Company Secretary.
- ii. The Managing Director & Chief Executive Officer, the Executive Director, the Chief Financial Officer and Company Secretary & Chief Legal Officer of the Company shall severally be responsible and authorized for ascertaining the materiality of events considering its nature and its disclosure after taking into consideration the various provisions of the Regulations and this policy.
- iii. After evaluation, any one of the above mentioned persons shall make disclosure to the Stock Exchanges.
- iv. The Company shall disclose all the above Material Events first of the stock exchange(s) as soon as reasonably possible and not later than 24 hours from the occurrence of such event, including their updates, if any. Delay, if any, should be sufficiently explained along with the disclosure.
- v. All disclosure made under this Policy shall be hosted on website of the Company for the period of five (5) years and thereafter as per the archival policy of the Company.
- vi. The Company shall disclose all events or information with respect to subsidiaries which are material for the Company.

**7. AUTHORIZATION FOR DISCLOSURE:**

Following Key Managerial Personnel are authorized for the purpose of determining materiality of an event based on criteria stated in this Policy and for the purpose of making disclosure to stock exchange.

- i. Managing Director; or
- ii. Chief Financial Officer; or
- iii. Company Secretary.

Details of above KMPs shall be also disclosed to the Stock Exchange(s) and as well as on Company's website.



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**8. AMEDNMENTS**

The Board may subject to the applicable laws amend any provision(s) or substitute any of the provision(s) with the new provision(s) or replace the Policy entirely with a new Policy. However, no such amendment or modification shall be inconsistent with the applicable provisions of any law for the time being in force

**9. SCOPE AND LIMITATION**

In the event of any conflict between the provisions of this Policy and the Act or Listing Regulations or any other statutory enactments or rules, the provisions of Listing Regulations / Act or statutory enactments, rules shall prevail over this Policy and the part(s) so repugnant shall be deemed to severed from the Policy and the rest of the Policy shall remain in force.

**10. DISCLOURE:**

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

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