POLICY FOR DETERMINATION & DISCLOSURE OF MATERIALITY OF EVENTS OR INFORMATION

ANAWIL WIRE AND ENGINEERING LIMITED

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ANAWIL WIRE AND ENGINEERING LIMITED

POLICY FOR DETERMINATION & DISCLOSURE OF MATERIALITY OF EVENTS OR INFORMATION

1. **Preface:**

The Board of Directors (the "**Board**") of **ANAWIL WIRE AND ENGINEERING LIMITED** (the "**Company**") has adopted the following policy (the "**Policy**") and procedures, with regard to "Disclosure of Material Events or Information and Disclosure & 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 (the "**Listing Regulations**").

This Policy has been formulated in accordance with Clause (ii) of sub-regulation (4) of Regulation 30 of the Listing Regulations.

2. **Objective:**

This Policy has been formulated with objective to follow the following principles;

a. Timeliness:

Disclosure of material information as soon as reasonably possible and but not later than 24 hours from the occurrence of event or information or such other item as may be prescribed by SEBI in the Listing Regulations from time to time.

Provided that the guidance on when an event/information has occurred given by SEBI is given in **Annexure I.**

b. Transparency:

Disclosure of material information with sufficient details that foster investor's confidence.

c. Fairness:

Ensure wide dissemination of material information and avoiding the selective disclosure.

d. Confidentiality:

Maintaining the confidentiality of price sensitive information having regard to the disclosure obligations and prohibiting the misuse of unpublished price sensitive information.

e. Need to know basis:

Ensure that all the price sensitive information is made available only on a need to know basis and provide guidance to the persons on the means to handle such information.

3. **Definitions**

a. "**Audit Committee**" means Audit Committee constituted by the Board of Directors of the Company, from time to time, under the provisions of the Listing Regulations and the Companies Act, 2013.

b. "**Board of Directors or Board**" means the Board of Directors of **ANAWIL WIRE AND ENGINEERING LIMITED**, as constituted from time to time.

c. "**Company**" means **ANAWIL WIRE AND ENGINEERING LIMITED**.

d. "**Independent Director**" means a Director of the Company within the meaning of Section 149 (6) of the Companies Act, 2013 and Regulation 16(1)(b) of Listing Regulations.

e. "**Policy**" means Policy for Disclosure of Material Events or Information and Disclosure & Determination of Materiality of Events or Information.

f. "**Material Events**" are those that are specified in **Annexure II-A** &**Annexure II-B** and provided in Para A of Part A of Schedule III to the Listing Regulations.

g. **"Other Events"** are those events or information are those that are specified in Annexure III and which is material, based on the application of criteria for determining materiality of events or information as provided in Point No. 6 of this policy and provided in Para B of Part A of Schedule III to the Listing Regulations.

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

i. **"Key Managerial Personnel or KMP"** means Key Managerial Personnel of the Company and includes Executive Chairman, Managing Director, Whole-Time Director, Chief Executive Officer, Manager Chief Financial Officer and the Company Secretary, who may be authorized individually or collectively to determine materiality of events or information and disclose to Stock Exchange(s).

4. **Disclosure of Events or Information:**

a. Disclosure of Material Events or Information:

The Company shall make Disclosure, first to the Stock Exchange, of material information, as provided in **Annexure II-A**, as soon as reasonably possible and but not later than 24 hours from the occurrence of event or information.

Provided that in case the disclosure is made after 24 hours of occurrence of Material Events or Information, the Company shall, along with such disclosure, provide explanation for delay;

*Provided further that disclosure with respect to events specified in **Annexure II-B** shall be made within thirty minutes of the conclusion of the Board Meeting.*

b. Disclosure of Other Events:

The Company shall make Disclosure, first to the Stock Exchange, of Other Events, as provided in Annexure III and which is material, based on the application of criteria for determining materiality of events or information, as provided in point No. 6 of this policy.

5. **Authority for determination of materiality of events /information:**

The Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company are jointly and/or severally authorized by the Board of Directors of the Company to determine the materiality of an event or information, as provided in **Annexure III**, based on the application of criteria for determining materiality of events or information, as provided in Point No. 6 of this policy and to make disclosures to Stock Exchange(s) under the Listing Regulations, subject to such information being placed prior to or at the immediate Board Meeting held after the said information being made public.

Further, the Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company are jointly and/or severally authorized to make disclosure of events or information available with the Company and which has not been provided in the **Annexure II** or **Annexure III**, but which may have material effect on the Company.

The Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company shall be guided by the following principles while approving the disclosures.

a) They should be reasonably satisfied that the disclosures did not contain any misrepresentation and is not misleading or untrue.

b) If any part of the disclosure includes quotes from a report statement or opinion made by an expert.

c) They should ensure that written consent of the expert to the use of the report statement or opinion in the disclosure has been obtained.

d) If the Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company are of the opinion that an issue of an announcement is unduly detrimental to the

company's interest, they may determine the period for which the confidentiality shall be maintained and shall issue directions regarding the following:

i. To ensure that all the connected persons who are aware of the information know that it is confidential and they are obligated to keep the material facts confidential.

ii. To ensure that there is no selective disclosure of confidential material information to third parties.

iii. To ensure that no one with the knowledge of material information has traded in the securities of the Company and in the securities of other company affected by material information and causing connected person to refrain from the trading in the securities till the information is made public.

6. Criteria for determination of Materiality of Events/Information:

The Managing Director and/or Company Secretary of the Company shall consider the following criteria for determination of Materiality of Events/information for the purpose of Point 4(b) of this policy.

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.

c. In case where the criteria specified in (i) and (ii) 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.

7. Authorization to Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary to suomoto accept / deny reported events or information:

The Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company are jointly and/or severally authorized to suomoto accept or deny any report event or information, which has been unauthorized made public by media or by any other means including but not limited to electronic means.

They are further authorized to respond to the rumours amongst the general public, which has no basis or documentation, in a way which best protects the interests of the Company.

Such action taken by the Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company shall however, be brought to the attention of the Board of Directors at its immediately subsequent meeting.

8. Disclosure:

The Company shall disclose on its website all such events or information which has been disclosed to Stock Exchange(s) under the Listing Regulations and such disclosures shall be hosted on the website of the Company for a minimum period of 5 (five) years and thereafter archived as per the Policy for Preservation of Documents (including Archival Policy) of the Company.

The Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company of the Company, with respect to the disclosure of any material event / information already made to the Stock Exchange(s), shall make disclosures updating material developments on a regular basis till such time the event is resolved / closed, with relevant explanations to the Board of Directors and to the Stock Exchange(s). Such updates shall also be hosted on the website of the Company.

The Managing Director, Whole Time Director, Chief Financial Officer and/or Company Secretary of the Company shall provide specific and adequate reply to all the queries raised by the Stock Exchange(s) with respect to any event or information.

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Annexure I

Guidance on when an event/information has occurred

(Refer proviso to Point No. 2(a) of the Policy)

1. The Company may be confronted with the question as to when an event/information can be said to have occurred.
2. In certain instances, the answer to above question would depend upon the 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 Company became aware of the event/information.

   a) In case of discussion, negotiation or approval, the events/information can be said to have occurred upon 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.

   b) In case there is no such discussion, negotiation or approval required, the events/information can be said to have occurred when a Company becomes 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.

Here, the term 'officer' shall have the same meaning as defined under the Companies Act, 2013 and shall also include promoter of the Company.

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Annexure II-A

Disclosure of Material Events

(refer Point No. 4(a) of the Policy)

1. **Acquisition(s) (including agreement to acquire), Scheme of Arrangement (amalgamation/ merger/ demerger/restructuring), or sale or disposal of any unit(s), division(s) or subsidiary of the listed entity or any other restructuring:**

   a. **Acquisition (including agreement to acquire):**

   a. name of the target entity, details in brief such as size, turnover etc.;

   b. 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 "arms length";

   c. industry to which the entity being acquired belongs;

   d. objects and effects 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 listed entity);

   e. brief details of any governmental or regulatory approvals required for the acquisition;

   f. indicative time period for completion of the acquisition;

   g. nature of consideration - whether cash consideration or share swap and details of the same;

   h. cost of acquisition or the price at which the shares are acquired;

   i. percentage of shareholding / control acquired and / or number of shares acquired;

   j. 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);

   Explanation-

   For the purpose of this sub-para, the word 'acquisition' shall mean,-

   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-

      a. The listed entity holds shares or voting rights aggregating to five per cent 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 two per cent of the total shareholding or voting rights in the said company.

   b. **Amalgamation/Merger:**

   a. name of the entity(ies) forming part of the amalgamation/merger, details in brief such as, size, turn over etc.;

   b. whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";

   c. area of business of the entity(ies);

   d. rationale for amalgamation/merger;

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e. in case of cash consideration – amount or otherwise share exchange ratio;

f. brief details of change in shareholding pattern (if any)of listed entity.

c. **De-merger:**

a. brief details of the division(s) to be demerged;

b. turnover of the demerged division and as percentage to the total turnover of the listed entity in the immediately preceding financial year / based on financials of the last financial year;

c. rationale for demerger;

d. brief details of change in shareholding pattern (if any)of all entities;

e. in case of cash consideration – amount or otherwise share exchange ratio;

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

d. **Sale or disposal of unit(s) or division(s) or subsidiary of the listed entity:**

a. the amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division of the listed entity during the last financial year;

b. date on which the agreement for sale has been entered into;

c. the expected date of completion of sale/disposal;

d. consideration received from such sale/disposal;

e. brief details of buyers and whether any of the buyers belong to the promoter/ promoter group/group companies. If yes, details thereof;

f. whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";

g. additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the listed entity 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.

e. **Other Restructuring:**

a. details and reasons for restructuring;

b. quantitative and/ or qualitative effect of restructuring;

c. details of benefit, if any, to the promoter/promoter group/group companies from such proposed restructuring;

d. brief details of change in shareholding pattern (if any) of all entities.

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.**

a. **Issuance of securities:**

a. type of securities proposed to be issued (viz. equity shares, convertibles etc.);

b. type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);

c. total number of securities proposed to be issued or the total amount for which the securities will be issued(approximately);

d. in case of preferential issue the listed entity shall disclose the following additional details to the stock exchange(s):

   i. names of the investors;

   ii. post allotment of securities - outcome of the subscription, issue price / allotted price (in case of convertibles), number of investors;

   iii. in case of convertibles - intimation on conversion of securities or on lapse of the tenure of the instrument;

e. in case of bonus issue the listed entity shall disclose the following additional details to the stock exchange(s):

   i. whether bonus is out of free reserves created out of profits or share premium account;

   ii. bonus ratio;

   iii. details of share capital - pre and post bonus issue;

   iv. free reserves and/ or share premium required for implementing the bonus issue;

   v. free reserves and/ or share premium available for capitalization and the date as on which such balance is available;

   vi. whether the aforesaid figures are audited;

   vii. estimated date by which such bonus shares would be credited/dispatched;

f. in case of issuance of depository receipts (ADR/GDR) or FCCB the listed entity shall disclose following additional details to the stock exchange(s):

   i. name of the stock exchange(s) where ADR/GDR/FCCBs are listed (opening – closing status) / proposed to be listed;

   ii. proposed no. of equity shares underlying the ADR/GDR or on conversion of FCCBs;

   iii. proposed date of allotment, tenure, date of maturity and coupon offered, if any of FCCB's;

   iv. issue price of ADR/GDR/FCCBs (in terms of USD and in INR after considering conversion rate);

   v. change in terms of FCCBs, if any;

   vi. details of defaults, if any, by the listed entity in payment of coupon on

   vii. FCCBs & subsequent updates in relation to the default, including the details of the corrective measures undertaken (if any);

g. in case of issuance of debt securities or other non-convertible securities the listed entity shall disclose following additional details to the stock exchange(s):

   i. size of the issue;

   ii. whether proposed to be listed? If yes, name of the stock exchange(s);

   iii. tenure of the instrument - date of allotment and date of maturity;

   iv. coupon/interest offered, schedule of payment of coupon/interest and principal;

   v. charge/security, if any, created over the assets;

   vi. special right/interest/privileges attached to the instrument and changes thereof;

vii. 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;

viii. 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, ifany;

ix. details of redemption of preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures;

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

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

i. split/consolidation ratio;

ii. rationale behind the split/consolidation;

iii. pre and post share capital – authorized, paid-up and subscribed;

iv. expected time of completion;

v. class of shares which are consolidated or subdivided;

vi. number of shares of each class pre and post-split or consolidation;

vii. number of shareholders who did not get any shares in consolidation and their pre- consolidation shareholding.

c. **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. buy back price;

d. actual securities in number and percentage of existing paid up capital bought back;

e. pre& post shareholding pattern.

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

i. authority issuing attachment or prohibitory orders;

ii. brief details and reasons for attachment or prohibitory orders;

iii. name of registered holders against whom restriction on transferability has been placed;

iv. total number of securities so affected;

v. distinctive numbers of such securities if applicable;

vi. period for which order would be applicable (if stated).

e. **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;

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e. change in the terms regarding redemption/cancellation/retirement in whole or in part of any securities issued by the listed entity.

3. **Revision in Rating(s)**

The listed entity 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 listed entity or to any fixed deposit programme or to any scheme or proposal of the listed entity involving mobilization of funds whether in India or abroad. In case of a downward revision in ratings, the listed entity shall also intimate the reasons provided by the rating agency for such downward revision.

4. **Agreements (viz. shareholder agreement(s), joint venture 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 binding and not in normal course of business, revision(s) or amendment(s) and termination(s)thereof:**

   a. name(s) of parties with whom the agreement is entered;

   b. purpose of entering into the agreement;

   c. shareholding, if any, in the entity with whom the agreement is executed;

   d. 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.;

   e. whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;

   f. whether the transaction would fall within related party transactions If yes, whether the same is done at "arms length";

   g. in case of issuance of shares to the parties, details of issue price, class of shares issued;

   h. any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc;

   i. in case of termination or amendment of agreement, listed entity 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.

5. **Fraud/ Defaults by promoter or key managerial personnel or by the listed entity or arrest of key managerial personnel or promoter:**

   a. **At the time of unearthing of fraud or occurrence of the default /arrest**

      a. nature of fraud/default/arrest;

      b. estimated impact on the listed entity;

      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.

   b. **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 listed entity and its financials; and

c. corrective measures taken by the listed entity on account of such fraud /default.

6. **Change in directors, key managerial personnel (Managing Director, Chief Executive Officer, Chief Financial Officer, Company Secretary etc.), Auditor and Compliance Officer:**

a. reason for change viz. appointment, resignation, removal, death or otherwise;

b. date of appointment/cessation (as applicable) & term of appointment;

c. brief profile (in case of appointment);

d. disclosure of relationships between directors (in case of appointment of a director).

7. **Appointment or discontinuation of share transfer agent:**

a. reason for appointment or discontinuation;

b. date on which above would become effective.

8. **Corporate debt restructuring ("CDR"):**

a. whether CDR is voluntary and reasons for opting or referred by lenders/creditors;

b. details of the loan to be subjected to restructuring under CDR;

c. brief details of the CDR proposal (if any);

d. the following updates to be provided at the time of the execution and at various stages of the implementation of the CDR scheme;

a. upon execution of any agreement in relation to the CDR proposal, disclose details such as date of execution, parties to the agreement and principal terms;

b. details of final CDR package as approved by RBI and the lenders;

c. lenders involved;

d. brief summary of the CDR scheme including details of the securities, interest payment, repayment schedule, negative and other restrictive covenants.

9. **One time settlement (OTS) with a Bank:**

a. reasons for opting for OTS;

b. brief summary of the OTS.

10. **Reference to BIFR and winding-up petition filed by any party /creditors:**

a. reasons for such a reference/petition;

b. impact of such reference/petition on listed entity.

11. **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 and the following:**

a. date of notice/call letters/resolutions etc.;

b. brief details viz. agenda (if any) proposed to be taken up, resolution to be passed, manner of approval proposed etc.

12. **Proceedings of annual and extraordinary general meetings of the listed entity and the**

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following details in brief:

a. date of the meeting;

b. brief details of items deliberated and results thereof;

c. manner of approval proposed for certain items (e-voting etc.).

13. **Amendments to memorandum and articles of association of listed entity, in brief.**

14. **Schedule of analyst or institutional investor meet and presentations on financial results made by the listed entity to analysts or institutional investors.**

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Annexure II-B

Outcome of meetings of the board of directors:

(refer second proviso to Point No. 4 (a) of the Policy)

The Company 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 under taken;

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 listed entity 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.

Annexure III

Disclosure of Other Events which is material, based on the application of criteria for determining materiality of events or information

(refer Point No. 4(b) of the Policy)

1. **Commencement or any postponement in the date of commencement of commercial production or commercial operations of any unit/division:**

The Company 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 Company has made prior intimation of date of commencement of commercial production or operations, the Company shall be required to disclose details in case of postponement of the date of commencement.

2. **Change in the general character or nature of business brought about by:**

   A. Arrangements for strategic, technical, manufacturing, or marketing tie-up:

   a) 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 "arms length;

      i. size of the entity(ies);

      j. rationale and benefit expected.

   b) 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.

   B. 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.

   C. Closure of operations of any unit/division - (entirety or 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 Company contributed by such unit or division during the last financial year;

c) date of closure or estimated time of closure;

d) reasons for closure.

3. Capacity addition or product launch

A. 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.

B. 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).

4. Awarding, bagging/ receiving, amendment or termination of awarded/bagged orders/contracts, not in the normal course of business:

A. 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 "arms length".

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B. 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 "arms length".

C. 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);

5. Agreements (viz. loan agreement(s) (as a borrower) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s)there of:

Only important terms and conditions which may be as under needs to be disclosed:

a) name(s) of parties with whom the agreement is entered;

b) purpose of entering into the agreement;

c) size of agreement;

d) shareholding, if any, in the entity with whom the agreement is executed;

e) 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.;

f) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;

g) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";

h) in case of issuance of shares to the parties, details of issue price, class of shares issued;

i) in case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan;

j) any other disclosures related to such agreements, viz., details of nominee on the board of directors

of the Company, potential conflict of interest arising out of such agreements, etc;

k) in case of termination or amendment of agreement, Company shall disclose additional details to the stock exchange(s):

i. name of parties to the agreement;

ii. nature of the agreement;

iii. date of execution of the agreement;

iv. details of amendment and impact thereof or reasons of termination and impact thereof.

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.:**

A. **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/lockouts;

d. factory/unit where the strike/lock out takes place including reasons for such strike.

B. Regularly, till complete normalcy is restored:

a. insurance amount claimed and realized by the Company 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.

7. **Effect(s) arising out of change in the regulatory framework applicable to the Company.**

8. **Litigation(s) / dispute(s) / regulatory action(s) with impact:**

The Company shall notify the stock exchange(s) upon it or its key management personnel or its promoter or ultimate person in control 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 Company, the outcome of which can reasonably be expected to have an impact.

A. 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;

B. 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 Company.

9. **Frauds/ defaults by directors (other than key managerial personnel) or employees of the Company:**

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

   a) nature of fraud/default/arrest;

   b) estimated impact on the Company;

   c) time of occurrence;

   d) person(s)involved;

   e) estimated amount involved (if any);

   f) whether such fraud has been reported to appropriate authorities.

   B. 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 Company and its financials;

   c) corrective measures taken by the Company on account of such fraud/default.

10. **Options to purchase securities (including any Share Based Employee Benefit (SBEB)Scheme)**

   A. 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, 2014 (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.

11. **Giving of guarantees or indemnity or becoming a surety 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 "arms 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 Company.

12. **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 Company;

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 Company and penalty, if any;

e) period for which such approval/license is/was valid;

f) Subsequently, the Company shall inform the stock exchange(s), the actual impact (monetary or otherwise) along with corrective actions taken by the Company pursuant to the withdrawal, cancellation or suspension of the key license/approval.

Amendment

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.

For ANAWIL WIRE AND ENGINEERING LIMITED

DIRECTOR

ANAWIL WIRE AND ENGINEERING LIMITED