

KANISHK ALUMINIUM INDIA LIMITED

(Formerly known as KANISHK ALUMINIUM INDIA PRIVATE LIMITED)

Registered Office: Plot No E-849 A, Fourth Phase Ricco Boranada, Jodhpur-342001, Rajasthan, India

CIN: U27109RJ2018PLC063198 **Email Id:** kaepljodhpur@gmail.com **Contact No.** 9783800777

**POLICY FOR DISCLOSURE OF MATERIAL EVENTS OR
INFORMATION AND DISCLOSURE & DETERMINATION OF
MATERIALITY OF EVENTS OR INFORMATION**

KANISHK ALUMINIUM INDIA LIMITED

(Formerly known as KANISHK ALUMINIUM INDIA PRIVATE LIMITED)

Registered Office: Plot No E-849 A, Fourth Phase Ricco Boranada, Jodhpur-342001, Rajasthan, India

CIN: U27109RJ2018PLC063198 Email Id: kaepljodhpur@gmail.com Contact No.9783800777

1. PREFACE:

The Board of Directors (the “**Board**”) of Kanishk Aluminium India 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 the 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of price sensitive information having regard to the disclosure obligations and prohibiting the misuse of unpublished price sensitive information.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 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 Kanishk Aluminium India Limited, as constituted from time to time.
- c. “**Company**” means “Kanishk Aluminium India Limited”.
- d. “**Independent Director**” means a Director of the Company within the meaning of Section 149 (6) of

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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 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 the same to the 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.*

Provided further that disclosure with respect to events emanating from within the listed entity shall be made within 12 hours from the occurrence of the event or information.

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 EVENT:**

The Managing Director 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.

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Further, the Managing Director 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 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, they should ensure that written consent of the expert to the use of the report statement or opinion in the disclosure has been obtained.
- c) If the Managing Director 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. the omission of an event or information, whose value or the expected impact in terms of value, exceeds the lower of the following:
 - two percent of turnover, as per the last audited consolidated financial statements of the Company
 - 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
 - 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.
- d. 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.

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7. AUTHORIZATION TO MANAGING DIRECTOR AND/OR COMPANY SECRETARY TO SUO-MOTO ACCEPT / DENY REPORTED EVENTS OR INFORMATION:

The Managing Director and/or Company Secretary of the Company are jointly and/or severally authorized to suo-moto 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 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 and/or Company Secretary 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 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 "arm's 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,

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turnover etc.;

- b. whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";
- c. area of business of the entity(ies);
- d. rationale for amalgamation/ merger;
- 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 the 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 "arm's 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.

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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 the 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;

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- 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 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, if any;
 - 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:

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

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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. buyback 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:

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

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;
- 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;

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- 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 "arm's 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.

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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;
 - i. 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;
 - ii. details of final CDR package as approved by RBI and the lenders;
 - iii. lenders involved;
 - iv. 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.

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.;

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

11. Proceedings of annual and extraordinary general meetings of the listed entity and the 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.).

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

13. 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

- 1. 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 "arm's length";
 - c) brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee;
 - d) impact of such guarantees or indemnity or surety on Company.

- 2. 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;

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.