

November 7, 2024

BSE Limited

Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400 001

National Stock Exchange of India Limited

Exchange Plaza, Plot No. C-1,
Block G, Bandra – Kurla Complex,
Bandra (East), Mumbai – 400 051

Scrip Code: 522281

Symbol: RAMRAT

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)

Dear Sir/Ma’am

This is in furtherance to our earlier intimation dated October 14, 2024, regarding approval of the Board of Directors of the Company for acquisition of 60% of the paid-up share capital of Tefabo Product Private Limited (“**Tefabo**”). Pursuant to the same, please note that the Company has entered into (i) Share Purchase Agreement (“**SPA**”) and (ii) Shareholders’ Agreement (“**SHA**”) on November 7, 2024, for the said acquisition of Tefabo.

In view of the aforementioned acquisition, and pursuant to the conditions as outlined in the SPA, Tefabo has now become a subsidiary of the Company.

The details regarding the acquisition as required pursuant to Regulation 30 of SEBI Listing Regulations read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015, and SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 (the “**SEBI Circulars**”), were submitted vide our earlier communication dated October 14, 2024. Further, the details regarding the agreements as required pursuant to Regulation 30 of SEBI Listing Regulations read with the SEBI Circulars are enclosed as “Annexure I”.

Kindly take the above on your records.

Yours faithfully,

For **RAM RATNA WIRES LIMITED**

Saurabh Gupta

AGM - Company Secretary

M. No.: A53006

Annexure I

S. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered;	(1) Share Purchase Agreement (“SPA”) by and amongst (a) Tefabo Product Private Limited (Tefabo) b) Mr. Anup Balkrishna Vaidya; (c) Ram Ratna Wires Limited (“ the Company ”), and (d) Mr. Mahendrakumar Rameshwarlal Kabra HUF, Mr. Sumeet Mahendrakumar Kabra, MSH Ventures LLP, Yash Sushil Maheshwari, Uniworth Finlease Limited, Uniworth Creations Private Limited, Uniworth Advisory Private Limited, Uniworth Finserve Private Limited and Priest Corporate Solutions Private Limited (collectively, the “ Selling Shareholders ”); and. (2) Shareholders’ Agreement (“SHA”) by and amongst (a) Tefabo, (b) Mr. Anup Balkrishna Vaidya; and (c) the Company.
2	Purpose of entering into the agreement;	Acquisition of 60% stake of Tefabo by the Company. The balance 40% stake of Tefabo shall be held by Mr. Anup Balkrishna Vaidya.
3	Shareholding, if any, in the entity with whom the agreement is executed;	Prior to the acquisition, the Company had no existing shareholding in Tefabo. Upon completion of this acquisition, the Company will hold 60% stake in Tefabo’s paid-up share capital, thereby making it a subsidiary company.
4	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.;	Significant terms include the following: <ul style="list-style-type: none"> - Post Acquisition, Tefabo’s Board shall comprise of three members: Mr. Anup Balkrishna Vaidya and two directors nominated by the Company. Any further increase in the Board strength will have proportionate representation. - The Company has the right to appoint the Chairman of Tefabo’s Board. - Lock-in for a period of 5 years where securities cannot be transferred without the prior consent of the other party except for transfer to nominee shareholders by the Company; and right of first refusal and pre-emptive rights available to the Parties
5	whether the said parties are related to promoter / promoter group / group	Except Mr. Mahendrakumar Rameshwarlal Kabra HUF, Mr. Sumeet Mahendrakumar Kabra and MSH Ventures LLP forming part of the Selling Shareholders, none of the parties

	companies in any manner. If yes, nature of relationship;	are related to the promoter / promoter group / group companies in any manner.
6	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	The transaction is partially classified as a related party transaction (RPT). Approval from the Audit Committee and the Board has been obtained, and the transaction has been conducted at arm's length.
7	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable.
8	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.;	Not Applicable
9	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.	Not Applicable