



February 28, 2024

Ref: Sec/Sto/2024/02/04

**Corporate Relationship Department  
BSE Limited**

Phiroze Jeejeebhoy Towers Dalal Street,  
Mumbai – 400001

**Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**  
**Ref: [Scrip code: 505890] - Kennametal India Limited**

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Dear Sir / Madam,

Pursuant to Regulation 30(4) read with Para B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI Listing Regulations), read with the SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, and in accordance with the Company's Policy on Determination of Materiality for Disclosure of Events or Information, we would like to inform you that Kennametal India Limited (the '**Company**') has renewed its Royalty Agreement ('**Agreement**') with Kennametal Inc, Ultimate Holding Company of the Company today i.e., February 28, 2024.

The disclosures required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read along with SEBI circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, is enclosed herewith as "**Annexure-I**".

Kindly take the above disclosures on record.

Thanking You.

Yours Truly,  
For **Kennametal India Limited**

**Suresh Reddy K V**  
**Chief Financial Officer**

**Annexure-I**

Name of the entity(ies) with whom Agreement is signed	Kennametal Inc
Area of Agreement	Royalty Agreement for availing technical know-how (Technology Transfer)
Domestic/international	International
Share exchange ratio	Not applicable
Scope of business operation of Agreement	By means of this agreement, Kennametal Inc would be granting a non-exclusive, world-wide license to Kennametal India, to make, have made, import, use, sell, offer to sell and market products using Kennametal Inc's Intellectual Property for the life of the Intellectual Property or for the term of this Agreement, whichever expires first.
Details of consideration paid / received in Agreement	The Company shall pay the Royalty to Kennametal Inc on a quarterly basis at a fixed percentage of the Net Sales of products sold by the Company using technology covered under this Agreement to entities other than Kennametal Inc.
Significant terms and conditions of Agreement in brief	Kennametal Inc would be granting a non-exclusive, world-wide license to make, have made, import, use, sell, offer to sell and market products using Kennametal Inc's Intellectual Property for the life of the Intellectual Property or for the term of this Agreement, whichever expires and the Royalty payment out flow for the said arrangement at a fixed percentage of the Net Sales of products sold by the Company which shall be on arm's length basis.
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 "arm's length"	<p>Kennametal Inc is the ultimate holding company of Kennametal India Ltd and the two companies are 'related parties'.</p> <p>The proposed royalty transactions under this agreement will be undertaken on an 'arms length' basis and will be in compliance with Indian and international transfer pricing regulations and all other applicable laws, rules, regulations and guidance.</p>
Size of the entity(ies)	Not applicable
Rationale and benefit expected	The collaboration would provide the Company an opportunity to leverage the domestic / international market with more technologically advanced products