

February 24, 2022

BSE Limited
P.J. Towers,
Dalal Street,
Mumbai - 400 001

The National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E),
Mumbai - 400 051

Dear Sir,

Re.: Disclosure pursuant to the provisions of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to the provisions of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the 'Listing Regulations') and in continuation of our letter dated August 3, 2021, we wish to inform you that the Board of Directors of the Company (the Board') in their meeting held on August 3, 2021 accorded approval for making investment upto Rs. 264 Lacs in the equity shares of an entity (i.e. Special Purpose Vehicle), to be formed by CleanMax Enviro Energy Solutions Private Limited ('CleanMax') for solar power captive consumption as required under the provisions of Electricity Act, 2003, at par value, subject to applicable laws and authorised the Management Committee of the Board of the Company for taking all necessary actions regarding the above said purpose.

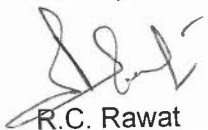
However, CleanMax will generate and supply of renewable energy to the Company through a LLP i.e. CleanMax Suryamukhi LLP and therefore, the Company has entered into the amended and restated LLP Agreement on February 23, 2022 among CleanMax Suryamukhi LLP and its other Partners towards generation and supply of renewable energy to the Company and to make contribution in CleanMax Suryamukhi LLP upto Rs. 264 Lacs.

Details pursuant to Regulation 30 of the Listing Regulations are given in **Annexure-A**.

Kindly take the same on your records.

Thanking you,

For Kajaria Ceramics Limited



R.C. Rawat
COO (A&T) & Company Secretary



Encl.: as above

Kajaria Ceramics Limited

Corporate Office: J1/B1 (Extn.), Mohan Co - op Industrial Estate, Mathura Road, New Delhi - 110044, Ph.: +91-11-26946409 | Fax: +91-11- 26946407

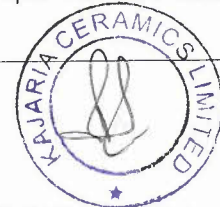
Regd Office: SF-11, Second Floor; JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon-122001, Haryana, Ph.: +91-0124-4081281

CIN No.: L26924HR1985PLC056150, E-mail: info@kajariaceramics.com | Web.: www.kajariaceramics.com

Annexure-A

Details of the amended and restated LLP Agreement executed among CleanMax Suryamukhi LLP, Clean Max Enviro Energy Solutions Private Limited, Mr. Kuldeep Jain and Kajaria Ceramics Limited

SL. NO.	PARTICULARS	DETAILS
1.	Name(s) of parties with whom the agreement is entered	The amended and restated LLP Agreement is executed among CleanMax Suryamukhi LLP (the 'LLP'), Clean Max Enviro Energy Solutions Private Limited (the 'Generator Partner'), Mr. Kuldeep Jain ('Individual Partner') and Kajaria Ceramics Limited (the 'Consumer Partner' or the 'Company') towards generation and supply of renewable energy to the Company.
2.	Purpose of entering into the agreement	To reduce the power cost of Sikanderabad (U.P) Plant, by way of shifting towards the solar power energy which is cost effective and environment friendly, the Company shall enter into a transaction for generation and supply of power by the Generator Partner to the Company's Sikanderabad (U.P) Plant. In view of the above and as per the Electricity Rules, the Company, being captive user, will make contribution upto 26% in the LLP, aggregating upto Rs. 264 Lacs.
3.	Shareholding, if any, in the entity with whom the agreement is executed	As on the date of execution of the said Agreement, the Company does not have any interest/contribution in CleanMax Suryamukhi LLP.
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.	<ul style="list-style-type: none"> The Generator Partner has the right to nominate (including removal) the Designated Partners of the LLP. All powers and the control of the LLP shall vest in the Designated Partners. The Designated Partners shall be responsible for day-to-day operations of the LLP. The Partners shall have voting rights proportionate to their Contribution Ratio. In the event of any distribution, all of the Partners shall have the rights, title and interest in all of the assets and properties in the LLP in proportion to the Contribution Ratio. The partnership interest of the Company in the in the LLP will be locked-in for 15 years.
5.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length"	No
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	The Company will make contribution upto Rs. 264 Lacs, in the capacity of the Partner of the LLP.



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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.	Nil
9.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s)	Not Applicable
	(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	-



Kajaria Ceramics Limited