

December 15, 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'), we wish to inform you that a Joint Venture Agreement is executed on December 15, 2022 between KAJARIA INTERNATIONAL DMCC, U.A.E., a wholly-owned subsidiary of the Company and AL RATHATH MARBLE FACTORY LLC, U.A.E.

The purpose of this Agreement is to run the business of Glazed Vitrified Tiles, Sanitaryware/Bathware products, marbles, granites, natural stones and allied products in U.A.E. through a company namely KAJARIA RMF TRADING LLC, U.A.E., by way of acquiring its shares in the equal ratio, i.e. 50:50, on joint venture basis.

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

Kindly take the same on your record.

Thanking you,

For Kajaria Ceramics Limited

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

Encl.: as above

**Annexure-A**

**Details of the Joint Venture Agreement executed between Kajaria International DMCC, U.A.E. and AL Rathath Marble Factory LLC, U.A.E.**

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
1.	Name(s) of parties with whom the agreement is entered	A Joint Venture Agreement is executed on December 15, 2022 between:  1. KAJARIA INTERNATIONAL DMCC, U.A.E. (Wholly-owned subsidiary of Kajaria Ceramics Limited);  and  2. AL RATHATH MARBLE FACTORY LLC, U.A.E.
2.	Purpose of entering into the agreement	To carry out the business of Glazed Vitrified Tiles, Sanitaryware/Bathware products, marbles, granites, natural stones and allied products in U.A.E. through a company namely KAJARIA RMF TRADING LLC, U.A.E., by way of acquiring its shares in the equal ratio, i.e. 50:50, on joint venture basis.
3.	Shareholding, if any, in the entity with whom the agreement is executed	Nil
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"><li>• Two directors will be on the Board of KAJARIA RMF TRADING LLC, U.A.E. ('JVC'), out of which one director to be appointed by each party;</li><li>• Presence of two directors representing each parties will be required to constitute quorum for a Board meeting;</li><li>• The parties will subscribe/acquire shares of JVC in equal ratio, i.e. 50:50; and</li><li>• Any increase/decrease in share capital of JVC will require approval of the both the parties.</li></ul>
5.	Whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship	Not Applicable
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length"	Not Applicable
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Initially, 1000 Shares of AED 1000 each will be issued at par value in equal ratio to the parties of said the Joint Venture Agreement.

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)	Not Applicable
	(a) Name of parties to the agreement	Not Applicable
	(b) Nature of the agreement	Not Applicable
	(c) Date of execution of the agreement	Not Applicable
	(d) Details of amendment and impact thereof or reasons of termination and impact thereof	Not Applicable