

Date: 14th August, 2023

The General Manager
The Corporate Relationship Department
BSE Limited
1st floor, New Trading Ring,
Rotunda Building
P J Towers
Dalal Street, Fort
Mumbai 400 001
BSE Scrip Code: 500249

The Manager
Listing Department
National Stock Exchange of India
Limited
“Exchange Plaza”, C-1, Block G
Bandra-Kurla Complex
Bandra (E)
Mumbai 400 051
NSE Symbol: KSB

Sub: Disclosure under Regulation 30A of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015.

Dear Sir/Madam,

Pursuant to Regulation 30A read with clause 5A of the Para A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligation & Disclosure Requirements) Regulations, 2015, the Company has received a disclosure from its promoters the Swarup Group and Canadian Kay Pump Limited on 31st July, 2023.

The information required to be disclosed by the Company pursuant to above said regulation is enclosed herewith as Annexure “A”.

Kindly take the same on your records.

Yours faithfully,
For **KSB Limited**

Shraddha Kavathekar
Company Secretary

ANNEXURE A

Details pursuant to Regulation 30A read with Sub-Paragraph 5A of Paragraph A of Part A of Schedule III to SEBI (LODR) Regulations

S. No.	Particulars of Disclosure	Details
1.	If the listed entity is a party to the agreement,	The listed entity (i.e., KSB Limited (the “ Company ”) is not a party to the SHA (defined below) read with the Addendum (defined below) and the IA (defined below).
	i. details of the counterparties (including name and relationship with the listed entity).	Not Applicable.
2.	If listed entity is not a party to the agreement:	
	i. name of the party entering into such an agreement and the relationship with the listed entity;	<p>Shareholders’ Agreement dated October 01, 2008 (“SHA”) between Canadian Kay Pump Limited (“Kay Pump”) and Mr. Mahendra Swarup read with the Addendum to the SHA dated December 10, 2015 executed among Kay Pump, Mr. Gaurav Swarup and Mr. Vikram Swarup (“Addendum”) and read with the Interpretation Agreement dated December 10, 2015, executed among Kay Pump, Mr. Gaurav Swarup and Mr. Vikram Swarup (“IA”).</p> <p>The SHA read with the Addendum and the IA will inure to the benefit of and is binding on each of the parties and their respective successors and assigns.</p> <p>A. Parties to the SHA:</p> <p style="padding-left: 40px;">(a) Canadian Kay Pump Limited (“Kay Pump”) and (b) Mr. Mahendra Swarup.</p> <p>B. Parties to the Addendum:</p> <p style="padding-left: 40px;">(a) Kay Pump; (b) Mr. Gaurav Swarup; and (c) Mr. Vikram Swarup</p> <p>C. Parties to the IA:</p> <p style="padding-left: 40px;">(a) Kay Pump; (b) Mr. Gaurav Swarup; and (c) Mr. Vikram Swarup</p> <p>D. Kay Pump and the Swarup family (including certain corporate entities controlled by the Swarup family) are members of the promoter/promoter group of the Company.</p>

S. No.	Particulars of Disclosure	Details
	ii. details of the counterparties to the agreement (including name and relationship with the listed entity); and	As mentioned in point 2 (i) above.
	iii. date of entering into the agreement.	A. SHA: October 1, 2008. B. Addendum: December 10, 2015 C. IA: December 10, 2015.
3.	Purpose of entering into the agreement.	The SHA read with the Addendum and read with the IA governs the relationship of Kay Pump and the Swarup family as shareholders of the Company and records the understanding between them in relation to management and governance matters of the Company.
4.	Shareholding, if any, in the entity with whom the agreement is executed.	As on date, Kay Pump holds 40.54% of the total share capital of the Company and the Swarup family (including certain corporate entities controlled by the Swarup family) hold 26.15% of the total share capital of the Company.
5.	Significant terms of the agreement (in brief).	<p>A. <u>Board of Directors:</u></p> <p>(a) Kay Pump has right to nominate 3 (three) directors on the board of the Company as long as the entire board consists of 8 (eight) members; and</p> <p>(b) the Swarup family has the right to nominate 2 (two) directors on the board of the Company as long as the entire board consists of 8 (eight) members. The Swarup family has the right to nominate the chairman, who is to be a non-executive chairman.</p> <p>B. <u>Rights pertaining to Management of the Company:</u></p> <p>With respect to the management of the Company, the parties agree to cause their respective nominees who are from time to time Directors of the Company to vote and act so as to require and assure that no resolution shall be passed by the Board at a meeting or by circulation, in respect of each and/or all of the following matters unless both parties have consulted each other and resolved and respective disagreements:</p> <p>(a) Any proposal for a change in the Memorandum and Articles of Association of the Company or in the share capital of the company;</p> <p>(b) Merger/demerger with any other Company or any other disposal of shares;</p> <p>(c) Increase or reduction of equity share capital of the Company or issue of securities convertible into equity shares of the Company;</p> <p>(d) Change of auditors;</p> <p>(e) Recommending dividends or any other distribution to the shareholders;</p> <p>(f) The appointment of operating directors- that is, senior managers not being members of the Board of Directors of the Company;</p> <p>(g) Enter into new businesses by the Company or through subsidiaries.</p>

S. No.	Particulars of Disclosure	Details
	<p>With respect to matters pertaining to annual budgets, the Swarup family shall be under an obligation to vote their shares in the Company in support of any respective decision made by Kay Pump.</p> <p>C. <u>Transfer Provisions</u>: The parties have agreed to customary inter-se transfer processes in relation to a transfer of shares by the parties including rights and obligations of the parties before transferring shares and tag along rights.</p> <p>D. In case of voting on matters of importance relating to the Company which require shareholder action, Kay Pump and the Swarup family are required to consult and agree on such voting. Without limiting the generality of the foregoing, the parties have agreed that any change in the memorandum and articles of the Company, change in the share capital of the Company and election of directors of the Company by shareholders shall be deemed for the purpose of the SHA to be matters of importance.</p>	
6.	Extent and the nature of impact on management or control of the listed entity.	As set out at S. No. 5 above, the SHA read with the Addendum and the IA confers rights pertaining to nomination of directors and chairman of the Company and rights pertaining to governance and management of the Company. These rights impact the management and control of the Company.
7.	Details and quantification of the restriction or liability imposed upon the listed entity.	Not ascertainable.
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	Kay Pump and the Swarup family (including certain corporate entities controlled by the Swarup family) are members of the promoter/promoter group of the Company.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	Not Applicable.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable.
11.	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.	<p><u>Details of Board Nominees:</u></p> <p>A. Dr. Stephan Bross, Mr. Rajeev Jayantiprasad Jain and Dr. Matthias Gunter Schmitz are the appointees of Kay Pump currently on the board of the Company.</p> <p>B. Mr. Gaurav Swarup is an appointee of the Swarup family currently on the board of the Company.</p>

S. No.	Particulars of Disclosure	Details
12.	<p>In case of rescission, amendment or alteration, the listed entity shall disclose following additional details to the stock exchange:</p> <p>(a) name of parties to the agreement;</p> <p>(b) nature of the agreement;</p> <p>(c) date of execution of the agreement;</p> <p>(d) details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); and</p> <p>(e) reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	Not Applicable.