



Kennametal India Limited

Registered Office: 8/9, Mile, Tumkur Road, Bangalore -560073

Corporate Identity Number (CIN): L27109KA1964PLC001546

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**NOTICE TO UNSECURED CREDITORS OF KENNAMETAL INDIA LIMITED FOR THE MEETING
CONVENED PURSUANT TO THE ORDER DATED 22ND FEBRUARY, 2021 OF THE HON'BLE
NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH**

Day	Monday
Date	12th April 2021
Time	12:00 Noon
Venue	Survey No. 11, Nagasandra, Adjacent to Nagasandra Metro Station, Bengaluru-Pune National Highway Bengaluru-560073

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**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL
BENGALURU BENCH
C.A. (CAA) NO. 11/BB/2021
IN THE MATTER OF SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS
OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
WIDIA INDIA TOOLING PRIVATE LIMITED WITH KENNAMETAL INDIA LIMITED AND THEIR
RESPECTIVE SHAREHOLDERS**

Kennametal India Limited

(CIN: L27109KA1964PLC001546), a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 8/9, Mile, Tumkur Road Bangalore -560073

APPLICANT /TRANSFEEE COMPANY

FORM NO. CAA-2

NOTICE CONVENING THE MEETING OF THE UNSECURED CREDITORS OF KENNAMETAL INDIA LIMITED, THE APPLICANT COMPANY, PURSUANT TO THE ORDER DATED 22nd FEBRUARY 2021 PASSED BY THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

To,

The Unsecured Creditors of Kennametal India Limited ("**Applicant Company**" or "**KIL**" or "**Transferee Company**" or "**Company**" or "**Kennametal**")

TAKE NOTICE that by an Order dated **22nd February, 2021** ("**Order**"), the Bengaluru Bench of the Hon'ble National Company Law Tribunal ("**Hon'ble NCLT**") has directed a Meeting of the Unsecured Creditors ("**Creditors**") of the Transferee Company to be held for the purpose of considering, and if thought fit, approving with or without modification(s), the scheme of amalgamation for merger of the businesses of the industrial undertakings of **Widia India Tooling Private Limited** ("**Transferor Company**") a wholly owned subsidiary of Kennametal India Limited with its holding Company viz., Kennametal India Limited ("**Transferee Company**") under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder ("**Scheme of Amalgamation**" or "**Scheme**").

TAKE FURTHER NOTICE that in pursuance of the Order and as directed therein, a meeting of the Unsecured Creditors of the Transferee Company will be held at Survey No. 11, Nagasandra, Adjacent to Nagasandra Metro Station, Bengaluru-Pune National Highway Bengaluru-560073 on Monday, 12th April 2021 at 12 Noon and you are requested to attend the same.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorized representative, is deposited at the Registered Office of the Company at 8/9, Mile, Tumkur Road Bangalore -560073, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. Form of proxy is attached with this notice.

TAKE FURTHER NOTICE that the Hon'ble NCLT has appointed Ms. Sandhya Rani A, Advocate as the Chairperson of the said meeting. The abovementioned Scheme of Amalgamation, if approved by the Shareholders and the Unsecured Creditors, will be subject to the subsequent approval of the Hon'ble NCLT and other applicable regulatory authorities.

This notice is given for transacting the special business mentioned below to be passed through voting at such Hon'ble NCLT Convened Meeting.

The Board of Directors of the Company, at its meeting held on 4th December 2020, had approved the above-mentioned Scheme of Amalgamation, subject to approval of the Shareholders and Unsecured Creditors of the Company, as may be required, and subject to the sanction of the Hon'ble NCLT and of such other authorities as may be necessary.

The Unsecured Creditors are requested to consider and, if thought fit, approve with or without modification(s), the following resolutions under Sections 230 to 232 of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) and the provisions of the Memorandum and Articles of Association of the Company for approval of the Scheme of Amalgamation for merger of the businesses of the industrial undertakings of Widia India Tooling Private Limited With Kennametal India Limited.

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 read with rules, circulars, notifications, if any, made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable provisions of the regulations and guidelines issued by the Securities and Exchange Board of India (SEBI) and Reserve Bank of India (RBI) from time to time, and the applicable provisions of the Memorandum and Articles of Association of the Company and subject to the approval of the Hon'ble National Company Law Tribunal, Bengaluru Bench and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Hon'ble National Company Law Tribunal, Bengaluru Bench or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the ("**Board**"), which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any person(s) authorized by the Board to exercise its powers including the powers conferred by this resolution), the Scheme of Amalgamation for merger of the businesses of the industrial undertakings of Widia India Tooling Private Limited with its Holding Company viz., Kennametal India Limited. ("Scheme"), be and is hereby approved.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement amalgamation/merger embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Hon'ble National Company Law Tribunal, Bengaluru Bench or such other regulatory/statutory authorities, while sanctioning the amalgamation/merger embodied in the Scheme or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme or for any other such reason, as the Board may deem fit and proper."

TAKE FURTHER NOTICE that in compliance with the provisions of (i) Sections 230, 232 of the Companies Act, 2013; (ii) Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; and (iii) Secretarial Standards on General Meetings, the Transferee Company has provided the facility to vote at the meeting to enable the Unsecured Creditors, to consider and approve the Scheme by way of the aforesaid resolution.

The Explanatory Statement under Sections 230, 232 and 102 of the Companies Act, 2013, Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable rules, the Scheme and the other enclosures as indicated in the index are enclosed.

For and on behalf of Kennametal India Limited

Place: Bengaluru
Date: 10th March, 2021

Sandhya Rani A
Advocate
Chairperson appointed for the meeting

Notes:

1. Explanatory Statement pursuant to Section 102 of the Companies Act, 2013, along with applicable rules thereunder and provisions of Sections 230, 232 of the Companies Act, 2013 setting out material facts forms part of this Notice.
2. Only Unsecured Creditors will be entitled to vote in the said meeting either in person or through proxy or by authorized representative.
3. AN UNSECURED CREDITOR ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF/HERSELF. PROXIES IN ORDER TO BE EFFECTIVE MUST BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY, DULY COMPLETED AND SIGNED NOT LESS THAN 48 (FORTY-EIGHT) HOURS BEFORE THE MEETING. ALL ALTERATIONS MADE IN THE FORM OF PROXY SHOULD BE INITIALED.
4. The representative of a body corporate which is an Unsecured Creditor of the Applicant Company may attend and vote at the Unsecured Creditors Meeting provided an authorization letter or such other document authorizing such representative to attend and vote at the Unsecured Creditors meeting is deposited at the registered office of the Company not later than 48 hours before the meeting.
5. The Unsecured Creditor (in case such Unsecured Creditor is an individual) or the authorized representative of the Unsecured Creditor (in case such Unsecured Creditor is a body corporate) or the proxy should carry their valid and legible identity proof (i.e., a PAN Card/Aadhaar Card/Passport/Driving License/Voter ID Card).
6. An Unsecured Creditor or his/her Proxy is requested to bring the copy of the Notice to the Meeting and produce the Attendance Slip, duly completed and signed at the entrance of the Meeting venue.
7. Unsecured Creditor are requested to carefully read the instructions printed on the notice before exercising their vote. Vote once casted cannot be changed subsequently.
8. As directed by Hon'ble NCLT, the notice, together with the documents accompanying the same, is being sent to all the Unsecured Creditors through the permitted mode(s) i.e. through email to the registered email ID of creditors whose email id are available with the Company and through courier to creditors whose email id are not available with the Company. The Notice is also displayed on the website of the Company <https://www.kennametal.com/kennametalindia>.
9. Pursuant to Rule 7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the advertisement of the notice convening the aforesaid meeting will be published in Financial Express in English language and in Kannada Prabha in Kannada language.
10. All the documents referred to in the explanatory statement will be available for inspection at the Registered Office of the Company at 8/9, Mile, Tumkur Road Bangalore -560073, up to and including 12th April 2021 on all working days between 10.00 AM and 12.00 Noon (except Saturdays, Sundays and public holidays).
11. The Hon'ble National Company Law Tribunal, Bengaluru bench, has appointed Ms. Sowmya Sridhar, as the Scrutinizer to scrutinize the voting process in a fair and transparent manner.
12. The Scrutinizer shall, immediately after the conclusion of voting at the meeting, count the votes cast at the meeting in the presence of at least two witnesses not in the employment of the Company.

13. The Scrutinizer will submit her report to the Chairperson after the completion of scrutiny, and the result of the voting will be announced by the Chairperson, on or before 14th April 2021 at the registered office and will also be displayed on the website of the Company <https://www.kennametal.com/kennametalindia> besides being communicated to the Stock Exchanges, Depositories and Registrar and Share Transfer Agents.

Place: Bengaluru
Date: 10th March, 2021

For and on behalf of Kennametal India Limited

Sandhya Rani A
Advocate
Chairperson appointed for the meeting

**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL
BENGALURU BENCH
C.A. (CAA) NO. 11/BB/2021
IN THE MATTER OF SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS
OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
WIDIA INDIA TOOLING PRIVATE LIMITED WITH KENNAMETAL INDIA LIMITED AND THEIR
RESPECTIVE SHAREHOLDERS**

Kennametal India Limited

(CIN: L27109KA1964PLC001546), a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 8/9, Mile, Tumkur Road Bangalore -560073

APPLICANT/TRANSFeree COMPANY

EXPLANATORY STATEMENT UNDER SECTIONS 230, 232 SECTION 102 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. This is the Statement accompanying the Notice convening the meeting of the Unsecured Creditors ("**Creditors**") of the Applicant Company pursuant to the Order dated 22nd February, 2021 passed by the Hon'ble National Company Law Tribunal, Bengaluru Bench ("**NCLT**"), in the Company Application Number C.A. (CAA) No. 11/BB/2021, to be held at Survey No. 11, Nagasandra, Adjacent to Nagasandra Metro Station, Bengaluru-Pune National Highway Bengaluru-560073 on Monday, 12th April 2021 at 12 Noon, for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme of Amalgamation for merger of the businesses of the industrial undertakings of **Widia India Tooling Private Limited ("Transferor Company") with its Holding Company viz., Kennametal India Limited ("Transferee Company")** under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder (the "**Scheme of Amalgamation**" or "**Scheme**").
2. Notice of the said meeting together with the copy of the Scheme of Amalgamation is sent herewith. This statement explaining the terms of the Scheme of Amalgamation is being furnished as required under Sections 230, 232 of the Companies Act, 2013 and other applicable provisions, if any of the Companies Act, 2013 and Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 of the Companies Act, 2013.

A copy of the Scheme which has been approved by the Board of Directors of the Company is enclosed herewith. The other definitions contained in the Scheme shall also apply to this Explanatory Statement.

Details of the Transferor Companies:

3. Widia India Tooling Private Limited (hereinafter also referred to as the "**Transferor Company**") was incorporated on 13th December, 2018 with Corporate Identification Number (CIN) U28110KA2018PTC119396. The Registered office of the Transferor Company is situated at Survey No. 11, Nagasandra, Adjacent to Nagasandra Metro Station. Bengaluru- Pune National Highway, Bengaluru-560073. The Company is engaged *inter alia* in the business of carrying on all or anyone of the businesses of sellers, re-sellers, purchasers, manufacturers, importers, exporters, of and dealers in all kinds of hard metal and hard metal products. E-mail address for all communications is w-in-witpl@widia.com. The Permanent Account Number of the Transferor Company is AACCW3326J.

4. As on 22nd January 2021, the Transferor Company had no secured creditors. The Transferor Company had 7 unsecured creditors as on 22nd January 2021, and the total amount due and payable to them was Rs. 20,42,77,960/-
5. There has been no change in the Registered Office and Objects of the Transferor Company post incorporation of the Transferor Company.
6. The main objects as per the Memorandum of Association and the main business carried on by the Transferor Company is as follows:
1. *To carry on all or anyone of the businesses of sellers, re-sellers, purchasers, manufacturers, importers, exporters, of and dealers in all kinds of hard metal and hard metal products namely all materials known as hard metals and all new hard metals created by their future development for all purposes, new materials in as much as they possess the hardness, red-hardness, wear resistances and the cutting ability of hard and which can be used in lieu of hard metal, tungsten raw materials such as tungsten acid , paratung state, tungsten metal powder, tungsten carbide and mixtures ready for pressing for the manufacture of hard metal.*
 2. *To manufacture, produce, assemble, import, purchase or otherwise acquire, sell, export or otherwise dispose off, trade and deal in all kinds of tools, machine parts, equipment parts and other products made from or fitted with tungsten carbide oxide, and any components of such articles or materials used in manufacture thereof.*
 3. *To manufacture, produce, assemble, import, purchase or otherwise acquire, sell, export or otherwise dispose of, trade and deal in all kinds cutting and other engineering tools, machine parts, spare parts, wearing parts and all types of forming tools, and special tools especially those required or used by the steel, metal, woodworking, plastics, building, mining and oil industries and by the road making and hydro-electric undertaking, and any other products allied to or associated with the same and any component parts of such articles or materials used in the manufacture thereof.*
7. The Transferor Company is not listed on any stock exchange.
8. **The Transferee Company owns 100% of the membership interest in the Transferor Company and is the promoter of the Transferor Company within the definition under Companies Act, 2013. Registered office of the Transferee Company is situated at at 8/9, Mile, Tumkur Road Bangalore - 560073.**
9. As on the date of this Notice, the Board of Directors/Managers of Transferor Company along with their addresses are as follows:

	Name of the Directors	Address
Transferor Company	Bidadi Anjani Kumar	Flat No.H22, Diamond District, Airport Road, Near KGA, Kodihalli, Bangalore Karnataka-560008
	Vijaykrishnan Venkatesan	D 1002, Tower 4, Bougenvilla, Adarsha Palm Retreat, RMZ Eco World, Devarabesanahalli, Bangalore Karnataka- 560103
	Prashant Ramesh Shetty	Flat No. 2101 Savannah Vasant Lawns, Pokharan Road, No. 2 Jupiter Hospital, Majiwada Apna Bazar, Thane West, Maharashtra- 400610
	Ujjwal Baid	239 Sussex Way, Greensburg, Pennsylvania USA- 15601

Details of the Transferee Company:

10. The Transferee Company namely Kennametal India Limited is a company incorporated under the Companies Act, 1956 on September 21, 1964 under the name and style of Widia (India) Limited, and subsequently changed its name to Kennametal Widia India Limited on September 10, 2003, and to the present name Kennametal India Limited on December 22, 2005. The Transferee Company is a public limited company with its present registered office situated at 8/9, Mile, Tumkur Road Bangalore -560073, represented by Mr. Naveen Chandra Prakash, GM – Legal & Company Secretary. The Transferee Company is engaged in carrying on all or any of the businesses of manufacturers, importers, exporters of and dealers in all kinds of hard metal and hard metal products namely all materials known as hard metals and all new hard metals created by their further development for all purposes, new materials in as much as they possess the hardness, red-hardness, wear resistance and the cutting ability of hard metal and which can be used in lieu of hard metal, tungsten raw materials such as tungsten acid, paratung state, tungsten metal powder, tungsten carbide and mixtures ready for pressing for the manufacture of hard metal. The CIN of the Transferee Company is L27109KA1964PLC001546. The Permanent Account Number of the Transferee Company is AACCK4472B. The e-mail address for all communications in.investorrelation@kennametal.com
11. The Transferee Company is a Public Listed Company with its equity shares listed on the BSE Limited (BSE)
12. The main Objects as per the Memorandum of Association and main business of the Transferee Company is as follows:
 - a. *To carry on all or any of the businesses of manufacturers, importers, exporters of and dealers in all kinds of hard metal and hard metal products Namely all materials known as hard metals and all new hard metals created by their further development for all purposes, new materials in as much as they possess the hardness, red-hardness, wear resistance and the cutting ability of hard metal and which can be used in lieu of hard metal, tungsten raw materials such as tungsten acid, paratung state, tungsten metal powder, tungsten carbide and mixtures ready for pressing for the manufacture of hard metal.*
 - b. *To manufacture, produce, assemble, import, purchase or otherwise acquire, sell, export or otherwise dispose of, trade and deal in all kinds of tools, machine parts, equipment parts and other products made from or fitted with tungsten carbide, oxides, and any components of such articles or materials used in the manufacture thereof.*
 - c. *To manufacture, produce, assemble, import, purchase or otherwise acquire, sell, export or otherwise dispose of, trade and deal in all kinds of cutting and other engineering tools, machine parts, spare parts, wearing parts and all types of forming tools, and special tools, especially those required or used by the steel, metal, wood working, plastics, building, mining and oil industries and by road-making and hydro- electric undertaking, and any other products allied to or associated with the same and any component parts of such articles or materials used in the manufacture thereof.*
13. There has been no change in name, registered office and objects of the Transferee Company during the last five years.
14. Details of the capital structure of the Transferee Company including Authorised, Issued, Subscribed and Paid up Share Capital as on December 4, 2020 are as follows:

Particulars	Amount (Rs.)
Authorised Share Capital 2,19,78,240 Equity Shares of Rs. 10/- each	21,97,82,400
Issued, Subscribed and Paid up Capital 2,19,78,240 Equity Shares of Rs. 10/- each	21,97,82,400

15. As on 31st December, 2020, the Transferee Company has 573 unsecured creditors and the total amount due and payable by the Transferee Company to the said unsecured creditors is 70,82,69,336 /- (Rupees Seventy Crore Eighty Two Lakhs Sixty Nine Thousand Three Hundred and Thirty Six only). As on 31st December, 2020, the Transferee Company has no secured creditors.

16. The details of Promoters and Promoter Group shareholders of Transferee Company are as follows:

Sl. No.	Name	Address	No. of equity shares held	Percentage shareholding (%)
1.	Kennametal Inc., USA	600 Grant Street, Suite 5100, Pittsburgh, PA 15219 USA	5,274,840	24
2.	Meturit A.G. Zug, Switzerland	Rheingoldstr. 50, CH – 8212, Neuhausen am Rheinfall, Switzerland	11,208,840	51

17. The details of Directors (including Promoter Directors) and Key Managerial Personnel (KMP) of Transferee Company are as follows:

Sl. No.	Name of the Directors	Designation in the Company	Address	Shareholding in Transferor Company as on June 30, 2020	Shareholding in Transferee Company as on June 30, 2020
1)	Bidadi Anjani Kumar	Director	Flat No.H22, Diamond District, Airport Road, Near KGA, Kodihalli, Bangalore Karnataka-560008	-	10
2)	Vinayak Kashinath Deshpande	Director	Plot No 37, Shree, Bharatkunj Society No-2 Gulawani Maharaj Path, Erandawane, Pune, Maharashtra- 411038	-	-
3)	Devi Parameswar Reddy	Director	452, Corporations Rd No. 12-04, Singapore- 649811	-	-
4)	Bhavna Bindra	Director	1303, Ambrosia, Raheja Acropolis, Phase II, Deonar Mumbai, Maharashtra 400088	-	-
5)	Colleen Wood Cordova	Director	24304, Clematis Dr Laytonsville M MD Maryland, USA 20882	-	-
6)	Vijaykrishnan Venkatesan	Managing Director	D 1002, Tower 4, Bougenvilla, Adarsha Palm Retreat, Rmz Eco World, Devarabesanahalli, Bangalore Karnataka- 560103	-	-

7)	Franklin Gerardo Cardenas Castro <i>*Appointed effective 5 February 2021</i>	Additional Director	686, Country Club DR Pittsburg, PA 15228, United States	-	-
8)	Naveen Chandra Prakash	Company Secretary	No. 20, VandeMataram, 2 nd Main, Sharadhambha Nagara, Jalahalli, Bangalore-560013	-	-
9)	Suresh K V Reddy	CFO	1434, 25th C Cross, 25th Main, Near Parangipalya, Sector-2, Bangalore 560102	-	10

18. The Transferor Company is wholly owned subsidiary of the Transferee Company and no other Companies are part of the Scheme.

19. The following are the salient features of the scheme. Please refer to the Scheme of Amalgamation enclosed herewith for complete details.

- a) The Scheme envisages the amalgamation of the Transferor Company, Widia India Tooling Private Limited with the Transferee Company Kennametal India Limited in accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013.
- b) The appointed date of the Scheme is April 1, 2021.
- c) Effective Date of the Scheme of Amalgamation shall mean the last of dates on which the sanctions, approvals, consents, matters or filings referred to in Clause 16 of the Scheme of Amalgamation is fulfilled.
- d) Upon coming into effect of the Scheme of Amalgamation and with effect from the Appointed Date, and subject to the provisions of the Scheme of Amalgamation including in relation to the mode of transfer and vesting, the entire business and Undertaking of the Transferor Company including all of the assets, both movable and immovable, tangible and intangible, investments, rights, title and interests shall, under the provisions of Sections 230 to 232 of the Companies Act, 2013 and pursuant to the order of the National Company Law Tribunal sanctioning the Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking of the Transferee Company.
- e) Upon the Scheme of Amalgamation becoming effective, the Transferor Company shall stand dissolved without being wound up and without any further act or deed on the part of the Transferor Company.

Note: The aforesaid are only the salient features of the Scheme. Unsecured Creditors are requested to read the entire text of the Scheme annexed hereto and get fully acquainted with the provisions thereof.

20. The Transferor Company is the wholly owned subsidiary of the Transferee Company and the entire share capital of Transferor Company is held by the Transferee Company. Thus, there is no share exchange ratio involved in the Scheme of Amalgamation. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the shares of the Transferor Company. Upon the Scheme becoming effective, the entire share capital of the Transferor Company shall be cancelled and extinguished.

21. As mentioned above, the Transferor Company is wholly owned subsidiary of the Transferee Company and no shares are being issued by the Transferee Company to the Members of the Transferor Company. Therefore, no valuation is required to be done.

Approvals

22. The Scheme is conditional upon and subject to necessary sanctions and approvals as set out in the Scheme.
23. The shareholders of the Transferor Company have approved the Scheme of Amalgamation. The Board of Directors of the Transferor Company has approved the Scheme on December 3, 2020.
24. Similarly, the Transferee Company at its Board Meeting held on December 4, 2020, approved the Scheme of Amalgamation and all 6 Directors on the Board were present at the meeting and voted in favour of the resolution. Names of such Directors are provided in Sl. Nos. 1 to 6 of the table under para 17 above.
25. The Transferee Company has filed a copy of the Scheme with BSE vide its letter dated December 4, 2020. Since the Scheme is between a parent Company and its wholly owned subsidiary, as per Regulation 37(6) of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the same does not require prior approval of the Securities and Exchange Board of India or any of the stock exchanges. The Transferee Company has also filed a copy of the Scheme with the Registrar of Companies, Bangalore.

Rationale and Benefits of the Amalgamation

26. The proposed amalgamation between the Transferor Company and the Transferee Company shall result in the following benefits, amongst others, to both companies, their respective members and creditors:
 - a) The amalgamation will enable the Transferee Company to integrate its business operations and provide impetus to the operations of the Transferee Company. The consolidation of the activities by way of an amalgamation will provide seamless access to the assets (including intangible assets, licenses and intellectual properties) of the Transferor Company, which will lead to synergies of operations, reduction in overheads including administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of resources.
 - b) The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing products and services to the customers. This will also enable the Transferee Company to address newer products and services to its customers and to the Transferor Company' customers and enhance its marketing capabilities.
 - c) Rationalizing multiple subsidiaries in the group to ensure optimised legal entity structure more aligned with the business by reducing the number of legal entities and reorganising the legal entities in the group structure.
 - d) Significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Company and the Transferee Company.
 - e) Concentrated effort and focus by the management to grow the business by eliminating duplicative communication and burdensome coordination efforts across multiple entities and countries.
 - f) The banks, creditors and financial institutions, if any, are not adversely affected by the proposed amalgamation as their security is maintained.

General

27. The services of all the employees of the Transferor Company if any, shall stand transferred to the Transferee Company on the terms and conditions not less beneficial to such employees than those subsisting with reference to the Transferor Company. The services of such employees shall not be treated as broken or interrupted for the purpose of employee benefits.
28. Since the proposed Scheme of Amalgamation does not involve any compromise or arrangement with the creditors, the rights of the creditors shall not be affected by the Scheme. There will be no reduction in their claims on account of the Scheme.
29. There will be no change in the Board of Directors or the KMP of the Transferee Company on account of the Scheme of Amalgamation. The Transferor Company shall cease to exist and thus the question of any change in the Directors and KMP of the Transferor Company does not arise. Apart from the above, the Scheme does not affect the material interests of any of the KMP, Promoters, shareholders, creditors, or employees of the Transferor Company or the Transferee Company in any manner.
30. The rights and interest of the Members and creditors of the Transferee Company and the Transferor Company will not be prejudicially affected by the Scheme.
31. In compliance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Board of Directors of the Transferee Company, at its meeting held on December 4, 2020, has adopted a report, inter alia, explaining the effect of the Scheme on Shareholders, Key Managerial Personnel, Promoter and Non-Promoter Shareholders. A copy of the report adopted by the Board of Directors of the Transferee Company is annexed to this Notice.
32. In compliance with Section 232(2) of the Companies Act, 2013, the Balance Sheet and profit and loss account of the Transferee Company and the Transferor Company as of December 31, 2020 have been annexed to this Notice. For the sake of brevity, the schedules and notes to the financial statements have not been annexed. However, the complete Financial Statements of the Transferee Company and the Transferor Company as of June 30, 2020 are available on the website of the Transferee Company www.kennametal.com/kennametalindia.
33. The Transferee Company will file a petition under Sections 230-232 read with other relevant provisions of the Companies Act, 2013 and Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, with the Hon'ble National Company Law Tribunal, Bengaluru Bench, for sanctioning of the Scheme.
34. There are no investigations or proceedings under the provisions of Chapter XIV of the Companies Act, 2013 or winding up proceedings instituted and/or pending against the Transferor Company and/or the Transferee Company.
35. The Scheme does not involve any debt restructuring and therefore the requirement to disclose details of debt restructuring is not applicable.
36. In the event that the Scheme is terminated or withdrawn in the manner set out therein, the Scheme shall stand revoked, cancelled and be of no effect and null and void and in such event each party hereto shall bear and pay respective costs, charges and expenses for and or in connection with the Scheme.
37. Considering the rationale and benefits, the Board of Directors of the Transferee Company recommends the Scheme as it is in the best interest of the Company and its stakeholders.
38. None of the Directors and KMP or their relatives are interested except to the extent of their shareholdings in the Transferee Company and the Transferor Company, if any.

39. There are no secured creditors of the Transferee Company and therefore dispensation for the meeting of the secured creditors has been received vide NCLT order dated 22nd February 2021. The meeting of the unsecured creditors of the Transferee Company is being held on Monday, 12th April 2021 at 12 noon for seeking approval of the Scheme of Amalgamation.

Inspection

40. The following documents will be available for inspection by the unsecured creditors without any fee from the date of circulation of this notice up to the date of the meeting i.e., 12th April 2021. Unsecured creditors seeking to inspect such documents may send an email to in.investorrelation@kennametal.com:

- (a) Audited financial statements of the Transferee Company including consolidated financial statements as on June 30, 2020 and unaudited financial statements as on December 31, 2020;
- (b) Audited financial statements as on June 30, 2020 and unaudited financial statements of the Transferor Company as on December 31, 2020;
- (c) Memorandum and Articles of Association of Transferee Company and Transferor Company;
- (d) Scheme of Amalgamation;
- (e) Copy of the Order dated 22nd February 2021 passed by NCLT, Bengaluru Bench in C.A. (CAA) No. 11/BB/2021 directing convening the meeting of the Equity Shareholders and Unsecured Creditors of the Transferee Company;
- (f) Report adopted by the Board of Directors of the Transferee Company and Transferor Company under section 232(2)(c) of the Companies Act, 2013;
- (g) Copy of the resolutions passed by Board of Directors of Transferor Company and the Board of Directors of the Transferee Company;
- (h) Register of Directors' shareholding of the Transferee Company;
- (i) The certificate dated January 25, 2021 issued by Walker Chandiook & Co LLP, the Statutory Auditors of the Transferee Company, to the effect that the accounting treatment proposed in the Scheme of Amalgamation is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

Shareholding Pattern

41. As there is no issue of shares pursuant to the Scheme of Amalgamation, the Pre and Post amalgamation shareholding of the Transferee Company would remain unchanged. The shareholding pattern of the Transferee Company as on June 30, 2020 is given below:

Sl. No.	Category	No. of shares	Percentage of shareholding
A	Promoter Shareholding	0	0
(a)	Individuals/Hindu undivided Family		
(b)	Central Government/State Government(s)		
(c)	Financial Institutions/Banks		
(d)	Any Other		
	Sub-Total (A)(1)	0	0.00
(2)	Foreign		
(a)	Individuals (Non-Resident Individuals/Foreign Individuals)	0	0.00
(b)	Government	0	0.00
(c)	Institutions	0	0.00
(d)	Foreign Portfolio Investor	0	0.00
(e)	Any Other		
	Meturit AG	1,12,08,840	51
	Kennametal Inc	52,74,840	24
	Sub-Total (A)(2)	1,64,83,680	75.00

Sl. No.	Category	No. of shares	Percentage of shareholding
	Total Shareholding of Promoter and Promoter Group (A)=(A)(1)+(A)(2)	1,64,83,680	75.00
B	Public Shareholding		
(1)	Institutions	0	0.00
(a)	Mutual Funds	28,60,444	13.01
	ICICI Prudential Top 100 Fund	0	0.00
(b)	Venture Capital Funds	0	0.00
(c)	Alternate Investment Funds	13,400	0.06
(d)	Foreign Venture Capital Investors	0	0.00
(e)	Foreign Portfolio Investors	1,69,241	0.77
(f)	Financial Institutions/Banks	41,209	0.19
(g)	Insurance Companies	0	0.00
	Life Insurance Corporation of India	0	0.00
(h)	Provident Funds/Pension Funds	0	0.00
(i)	Any Other	0	0.00
	Overseas Corporate Bodies	0	0.00
	Foreign Bodies-DR	0	0.00
	Foreign Nationals	0	0.00
	Sub Total (B)(1)	30,84,294	14.03
(2)	Central Government/State Government(s)/President of India	0	0.00
	Sub Total (B)(2)	0	0.00
(3)	Non-Institutions		
(a)	I. Individual shareholders holding nominal share capital up to Rs.2 lakhs	20,97,808	9.54
	II. Individual shareholders holding nominal share capital in excess of Rs. 2 Lakhs	1,13,506	0.52
(b)	NBFCs Registered with RBI	2,500	0.01
(c)	Employee Trusts	0	0.00
(d)	Overseas Depositories (Holding DRs) (Balancing figure)	0	0.00
(e)	Any Other	0	0.00
	Trusts	759	0.00
	Non Resident Indians	6,240	0.03
	Clearing members	4,548	0.02
	LLP	90	0.00
	NRI non-repatriation	0	0.00
	Bodies corporates	1,61,651	0.74
	Directors and their relatives	0	0.00
	I E P F	23,164	0.11
	Sub Total (B)(3)	24,10,266	10.97
	Total Public Shareholding (B) = (B)(1)+(B)(2)+(B)(3)	54,94,560	25.00
C	Non-promoter Non-public (shares held by Employee Trust)	0	0.00
	Total (A+B+C)	2,19,78,240	100.00

42. As there is no issue of shares pursuant to the Scheme of Amalgamation, the post amalgamation shareholding of the Transferor Company will stand automatically cancelled and there will be no issue and allotment of Shares. The Pre-amalgamation shareholding of the Transferor Company as on June 30, 2020 is given below:

Particulars of Transferor Company	Amount (INR)
Kennametal India Limited (1,999,999 shares of Rs. 10/- each)	19,999,990
Kennametal Shared Services Private Limited (1 shares of Rs. 10/- each)	10

For and on behalf of Kennametal India Limited

Place: Bengaluru
Date: 10th March, 2021

Sandhya Rani A
Advocate
Chairperson appointed for the meeting

Report adopted by the Board of Directors of Kennametal India Limited at its meeting held on December 4, 2020 as per the provisions of section 232(2)(c) of the Companies Act, 2013

Pursuant to the recommendation of Audit Committee (“**Audit Committee**”), the proposed Scheme of Amalgamation (“**Scheme**”) of Widia India Tooling Private Limited (“**Transferor Company**”) with Kennametal India Limited (“**Transferee Company**” or “**Company**”) was approved by the Board of Directors of the Company (“**Board**”) vide resolution passed at its Meeting held on December 4, 2020.

The provisions of Section 232(2)(c) of the Companies Act, 2013 requires the Directors to adopt a report explaining the effect of the Scheme on Shareholders, Key Managerial Personnel (“**KMP**”), Promoter and Non-Promoter Shareholders, laying out in particular the share exchange ratio, specifying any special valuation difficulties. The said report is required to be circulated to the Shareholders along with the notice convening the Meeting. The Board noted that the Scheme does not contemplate any allotment of shares of the Company, as the Transferor Company is a wholly owned subsidiary of the Company.

Having regard to the aforesaid provision, the Board took into consideration, inter alia, the rationale of the Scheme, its impact on the Company’s shareholders, the financial position of the Transferor Company and other documents placed before it.

Report

The Board of Directors after considering the afore-mentioned aspects and recommendations of the Audit Committee, approved the Scheme. The Board was of the opinion that:

1. The Scheme will enable optimisation of legal entity structure through rationalization of number of subsidiaries. It will result in integration of business operations and consolidation of the activities leading to operational synergies and elimination of duplicate efforts across multiple entities and countries. It will provide the Company seamless access to the assets (including intangible assets, licenses and intellectual properties) of the Transferor Company. It will also result in reduction of the multiplicity of legal and regulatory compliances.
2. There is no requirement for any share entitlement ratio since the Transferor Company is a wholly owned subsidiary of the Transferee Company. The Board also observed that since there is no change in the shareholding pattern of the Transferee Company pursuant to the Scheme of Amalgamation, there is no requirement to obtain a valuation report.
3. The Scheme solely provides for merger of the businesses of the industrial undertaking of Widia India Tooling Private Limited which is a wholly owned subsidiary, with Kennametal India Limited, its parent company, by way of amalgamation. Therefore, pursuant to paragraph 7 of the Securities and Exchange Board of India (SEBI) Circular bearing no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 (“**Circular**”) read with regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, there is no requirement to obtain a no-objection letter from stock exchanges, valuation report from an independent Chartered Accountant, Audit Committee report, fairness opinion by a SEBI registered Merchant Banker, Report on Complaints, etc. The Scheme shall be filed with the Stock Exchanges for the purpose of disclosure only.

4. The Scheme does not entitle the Promoter/Promoter Group, related parties of the Promoter/Promoter Group, associates of the Promoter/Promoter Group, subsidiaries of the Promoter/Promoter Group of the Transferee Company to any additional shares. There will be no change in the shareholding of Promoter/Promoter Group of the Transferee Company pursuant to the adoption of the Scheme.
5. As far as the Equity Shareholders of the Transferee Company are concerned, (Promoter shareholders and other non-promoter shareholders), there will be no dilution in their shareholding in the Transferee Company as there will be no issuance of shares by the Transferee Company pursuant to the Scheme.
6. Further, there will be no change in the KMP of the Transferee Company pursuant to the Scheme.
7. The Transferee Company will carry on the businesses of industrial undertakings of Transferor Company alongwith its own business with reasonable diligence and business prudence to ensure that the interests of the stakeholders of Transferor Company is protected and enhanced.
8. The Scheme will be beneficial to the Transferee Company, its Shareholders, Creditors and other Stakeholders and the terms thereof are fair and reasonable.

**For and on behalf of the Board of
Directors of Kennametal India Limited**

Chairman

Managing Director

Place: Bangalore

Date: December 4, 2020

SCHEME OF AMALGAMATION AND MERGER OF
WIDIA INDIA TOOLING PRIVATE LIMITED WITH
KENNAMETAL INDIA LIMITED AND
THEIR RESPECTIVE SHAREHOLDERS

(Under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the
Companies Act, 2013)

GENERAL

I. PURPOSE OF SCHEME

Kennametal India Limited is a leading manufacturer of hard metal products and machine tools (“**Transferee Company**”) for the manufacturing industries. Tools manufactured by Kennametal India Limited are used in auto industries, general engineering, aerospace, defense and wide variety of other industries. This Scheme (defined herein) provides for the merger of the businesses of the industrial undertakings of Widia India Tooling Private Limited (“**Transferor Company**”) with the Transferee Company by way of amalgamation pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013.

Widia India Tooling Private Limited is a wholly owned subsidiary of Kennametal India Limited and is engaged *inter-alia* in the business of trading in hard metal products and machine tools for the manufacturing industries.

The Transferee Company primarily manufactured and traded metal cutting tools under the trade name WIDIA. In order to make sure that WIDIA is viewed as a distinct brand name, the Transferee Company incorporated the WIDIA India Tooling Private Limited Company as a wholly owned subsidiary on 13th December, 2018, and permitted the said Transferor Company to trade in WIDIA branded metal cutting tools in India. A sub-assignment of rights letter in this regard dated January 1, 2019 was issued by the Transferee Company in favour of the Transferor Company, which has been annexed to this Scheme as ‘**Exhibit**’. The Transferor Company did not engage in manufacture of any product range since its incorporation and was purely a trading organization.

The Transferor Company being incorporated on December 13, 2018 under the jurisdiction of the Registrar of Companies, Karnataka was involved in trading of WIDIA branded cutting tools in India through indirect channel (viz., through its distributor channel in India).

To deliver and accelerate the growth plan, the Kennametal group of companies have decided to offer both Kennametal and WIDIA products to enhance customer experience and increase customer share of wallet. To achieve accelerate growth it is important for the Transferee Company to emerge as a single metal cutting organization to grow synergies in a number of years. Hence, the scheme for merging the Transferor Company with Transferee Company.

II. RATIONALE FOR THE SCHEME

The Board of Directors of Widia India Tooling Private Limited and Kennametal India Limited believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Company (defined herein) into the Transferee Company (defined herein):

1. This amalgamation will enable the Transferee and Transferor Company to streamline the “Go-To market model” and enhance its relevance to customers in India by offering full range of solutions from Kennametal and WIDIA branded products. The merger will enhance Transferee Company’s market coverage, reach to customers and brings in techno-commercial synergies to service its customer requirements in a more effective manner. This will increase the business presence of both Transferor and Transferee Company across all tiers of market, catalyze the execution of brand strategy in India and is expected to deliver accelerated growth plan.

2. The combined entity will have a bigger portfolio of services targeted at a wider array of customers, which will strengthen its competitive position in providing products and services to the customers.
3. The merger is expected to benefit the customer from both the product & solution offering perspective under both the brands viz., WIDIA and Kennametal.
4. The merger is expected to reduce the overlaps in sales functions and aid simplification of point of contact for the customers of Transferor and Transferee companies.
5. With one metal cutting organization, the amalgamation is expected to obviate any potential internal brand conflict.
6. The merger is also expected to optimise the legal entity structure which will be aligned with the brand strategy of the business.
7. Merger will result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Company and the Transferee Company.
8. The banks, creditors and financial institutions, if any, are not adversely affected by the proposed amalgamation as their security is maintained.

In view of the aforesaid, the Board of Directors (defined herein) of the Transferee Company and the Board of Directors of the Transferor Company have considered the Scheme, whereunder the entire Undertakings (defined herein) and business of the Transferor Company would be transferred and vested with and into the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013.

III. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** – dealing with definition of the terms used in this Scheme and setting out the share capital of the Transferor Company and the Transferee Company;
- (ii) **Part B** – dealing with the transfer and vesting of the Undertakings (defined herein) of the Transferor Company with and into the Transferee Company;
- (iii) **Part C** – dealing with the consideration for the amalgamation and Increase in Authorized Capital of Transferee Company;
- (iv) **Part D** – dealing with the accounting treatment in the books of the Transferee Company;
- (v) **Part E** – dealing with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 1.1 **“Act”** means the Companies Act, 2013, and rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereto from time to time.
- 1.2 **“Applicable Law(s)”** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3 **“Appointed Date”** means April 1, 2021 or such subsequent date (if any) as may be decided by the Board of Directors of the Transferor Company and the Transferee Company or such date as may be approved by the National Company Law Tribunal at Bengaluru or such other appropriate date as the Appropriate Authority may decide.
- 1.4 **“Board of Directors”** or **“Board”** means the Board of Directors of the Transferor Company or the Board of Directors of the Transferee Company or both, as the case may be, and shall include any duly constituted committee thereof.
- 1.5 **“Effective Date”** means the last of the dates on which the sanctions, approvals, consents, matters or filings referred to in Clause 16 under Part E of this Scheme is complied with or obtained or waived, as the case maybe. Reference in the Scheme to “upon the Scheme becoming effective” shall mean the Effective Date.
- 1.6 **“Government Authority”** or **“Appropriate Authority”** means the central government, any applicable State or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.

- 1.7 **“Kennametal India Limited”** or **“Transferee Company”** a Company incorporated under the Companies Act, 1956 having its registered office 8/9, Mile, Tumkur Road Bangalore -560073.
- 1.8 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form, submitted to the National Company Law Tribunal or any other Appropriate Authority in the Relevant Jurisdiction, or with any modification(s) made under Clause 18 of this Scheme, as approved or directed by the National Company Law Tribunal or any other Appropriate Authority.
- 1.9 **“Transferor Company”** means Widia India Tooling Private Limited a company incorporated under the Companies Act, 2013 and having its registered office at Survey No11, Nagasandra, Adjacent to Nagasandra Metro Station Bengaluru-Pune National Highway , Bengaluru- 560073
- 1.10 **“Tribunal”** means the National Company Law Tribunal.
- 1.11 **“Undertaking”** shall mean and the entire business and Undertaking of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, all investments, receivables, actionable claims, furniture and fixtures, office equipment, telephones, telex, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, know-how, trade secret, patents, trademark, service mark, other intellectual property rights, registrations, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, benefits or agreements, contracts and arrangements, powers, authorities, permits, allotment, approvals, consents, privileges, liberties, advantages, easements and all the right title, interest goodwill, benefit and advantage, deposits, reserves, provisions, advance, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, Good Service Tax (GST), Sales tax, value added tax, etc.), software license, intellectual property(ies), domain/websites, etc. in connection with/relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.
- 1.12 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. **SHARE CAPITAL**

WIDIA INDIA TOOLING PRIVATE LIMITED (Transferor Company)

The share capital of Widia India Tooling Private Limited as on September 30, 2020 was as follows:

Particulars	Amount (Rs.)
Authorised Share Capital 20,00,000 Equity Shares of Rs. 10/- each	2,00,00,000
Issued, Subscribed and Paid up Capital 20,00,000 Equity Shares of Rs. 10/- each (100% held by Transferee Company and its nominees)	2,00,00,000

Subsequent to September 30, 2020, there has been no change in the share capital of Transferor Company

KENNAMETAL INDIA LIMITED (Transferee Company)

The share capital of Kennametal India Limited as on September 30, 2020 was as follows:

Particulars	Amount (Rs.)
Authorised Share Capital 2,19,78,240 Equity Shares of Rs. 10/- each	21,97,82,400
Issued, Subscribed and Paid up Capital 2,19,78,240 Equity Shares of Rs. 10/- each	21,97,82,400

The equity shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India Limited.

3. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set-out herein in its present form or with any modification(s) approved or imposed or directed by the National Company Law Tribunal or any other Appropriate Authority shall take effect from the Appointed Date and shall be operative from the Effective Date.

PART B

TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING

- 4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, all investments, receivables, actionable claims, furniture and fixtures, office equipment, telephones, telex, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, know-how, trade secret, patents, trademark, service mark, other intellectual property rights, registrations, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, benefits or agreements, contracts and arrangements, powers, authorities, permits, allotment, approvals, consents, privileges, liberties, advantages, easements and all the right title, interest goodwill, benefit and advantage, deposits, reserves, provisions, advance, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, Good Service Tax (GST), Sales tax, value added tax, etc.) software license, intellectual property(ies), domain/websites, etc. in connection with/relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, shall, under the provisions of Sections 230 to 232 of the Act and pursuant to the order of the National Company Law Tribunal sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking of the Transferee Company.

- 4.2 Without prejudice to the generality of the terms mentioned herein, in respect of the assets of the Transferor Company, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Company to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.
- 4.3 Without prejudice to the generality of the terms mentioned herein, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date whether provided for or not in the books of account of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.
- 4.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
- 4.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.
- 4.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the properties and other assets comprised in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.
- 4.7 All existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.

- 4.8 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.9 With effect from the Appointed Date, all statutory licences, permissions, approvals or consents to carry on the operations of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the undertaking of the Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme.
- 4.10 The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.

5 STAFF, EMPLOYEES & DIRECTORS

On the Scheme becoming effective, all staff and employees of the Transferor Company (if any) in service on the Effective Date shall be deemed to have become staff and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service for the purpose of provident fund or gratuity or otherwise, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Effective Date.

It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and employees of Transferor Company shall become trusts / funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of Transferor Company in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said Fund or Funds, the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of Transferor Company.

On the Scheme becoming effective, the directors of the Transferor Company shall not be entitled to any directorship in the Transferee Company by virtue of the provisions of this Scheme.

6 LEGAL PROCEEDINGS

If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be

continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, as if this Scheme had not been made.

In case of any litigations, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company after the Appointed Date, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company. The Transferee Company undertakes to continue to abide by the agreement/settlement if any entered into by the Transferor Company with any of its employees, which is in force as on the Effective Date.

7 CONTRACTS, DEEDS, ETC.. AND POWER TO GIVE EFFECT TO THIS PART

7.1 Subject to the other provisions of this Scheme, all contracts, deeds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.

7.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

8 TREATMENT OF TAXES PAID BY THE TRANSFEROR COMPANY

All taxes, levies, cess, etc. (whether direct or indirect) that might have been paid by the Transferor Company (whether before or after the Appointed Date) during the period when the merger has not become effective for any tax liability that arises after the Appointed Date shall be deemed to be tax paid by the Transferee Company and credit in respect thereof shall be given to the Transferee Company accordingly.

9 TREATMENT OF SCHEME FOR THE PURPOSES OF INCOME TAX ACT, 1961

9.1 This Scheme has been drawn up to comply and come within the definition and conditions relating to "Amalgamation" as specified under Section 2(1B), Section 47 and such other provisions, as may be applicable, of the Income Tax Act, 1961.

9.2 If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income Tax Act, 1961, at a later date, including resulting from an amendment of any Applicable Law(s) or for any other reason whatsoever, the Scheme shall stand

modified/amended to the extent determined necessary to comply and come within the definition and conditions relating to "Amalgamation" as specified in the Income Tax Act, 1961. In such an event, the clauses which are inconsistent shall be read down or if the need arises be deemed to be deleted and such modification/reading down or deemed deletion shall however not affect the other parts of the Scheme.

- 9.3 Any refund under the tax laws received by or due to the Transferor Company consequent any assessments made on the Transferor Company subsequent to the Appointed Date pertaining to the business transferred and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

PART C

**CONSIDERATION FOR AMALGAMATION AND INCREASE IN
AUTHORIZED CAPITAL OF TRANSFEREE COMPANY**

10 CONSIDERATION FOR AMALGAMATION

The Transferor Company is a wholly owned subsidiary of the Transferee Company. The entire share capital of the Transferor Company is held by the Transferee Company. Hence, upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the shares of the Transferor Company. Upon the Scheme becoming effective, the entire paid-up share capital of the Transferor Company shall be cancelled and extinguished. The investments in the shares of the Transferor Company, appearing in the books of account of Transferee Company shall, without any further act or deed, stand cancelled. The Transferee Company will carry on the businesses of the Transferor Company along with business of the Transferee with reasonable diligence and business prudence to ensure that the interests of the stakeholders of the businesses of the Transferor Company are protected and enhanced.

11 INCREASE IN AUTHORIZED CAPITAL OF TRANSFEREE COMPANY

Upon the Scheme becoming effective, the authorized share capital of the Transferor Company shall stand combined with and be deemed to be added to the authorized share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by Transferor Company on its authorized share capital, as applicable, shall be deemed to have been so paid by the Transferee Company on the combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fee/stamp duty for its increased authorized share capital.

Consequently, existing clause 5 of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 61 to 64 and other applicable provisions of the Companies Act, 2013 by substituting the existing Clause with the following:

“The Authorised Share Capital of the Company is Rs. 23,97,82,400/- (Rupees Twenty Three Crores and Ninety Seven Lakhs and Eight Two Thousand and Four Hundred) divided into 2,39,78,240/- (Two Crore and Thirty Nine Lakhs and Seventy Eight Thousand and Two Forty) equity shares of Rs. 10 /- (Rupees 10) each.”

The approval of the Scheme by the shareholders of the Transferee Company under Sections 230 to 232 of the Act, shall be deemed to have the approval under Section 13, 61 and other applicable provisions of the Act and any other consents and approvals also required in this regard.

PART D

ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

12 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 12.1 Amalgamation of the Transferor Company with the Transferee Company shall be accounted in the books of the Transferee Company for by way of as per "Pooling of Interests Method" under Appendix C of Ind-AS 103 (Accounting for Business Combinations) and any other relevant Indian Accounting Standard prescribed under Section 133 of the Companies Act, 2013.
- 12.2 All the assets and liabilities of Transferor Company shall be recorded in the financial statements of the Transferee Company at the carrying value as appearing in the financial statements of the Transferor Company in accordance with Para 9(iii) of Appendix C of Ind AS 103.
- 12.3 The identity of the reserves pertaining to the Transferor Companies, shall be preserved and shall appear in the merged financial statements of Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company and it shall be aggregated with the corresponding balance appearing in the financial statements of Transferee Company, in accordance with Appendix C of Ind AS 103.
- 12.4 The investments in shares of the Transferor Company, as appearing, inter alia, in the books of the Transferee Company shall stand cancelled.
- 12.5 To the extent that there are inter-company loans, deposits, obligations, balances or other outstanding including any interest thereon, as between the Transferor Company and the Transferee Company as the case may be, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.
- 12.6 The excess/ deficit of the value of the assets over the value of liabilities of the Transferor Company, pursuant to Amalgamation of Transferor Company with and into the Transferee Company, and as recorded in the books of account of the Transferee Company shall, after adjusting as above, be recorded as 'Capital Reserve' in the books of the Transferee Company and would be presented separately from other capital reserves with disclosure of its nature and purpose in the notes to the financial statements of the Transferee Company.
- 12.7 Comparative accounting period presented in the financial statements of the Transferee Company shall be restated for the accounting impact of the merger, as if the merger had occurred from the date of share transfer which represents the date from which the Transferor Company and the Transferee Company are under common control, in the financial statements in accordance with Appendix C of the Indian Accounting Standard, Ind AS 103, 'Business Combinations'.
- 12.8 In case of any differences in accounting policy between Transferor Company and Transferee Company the accounting policies followed by Transferee will prevail and the difference shall be adjusted in Retained Earnings of Transferee Company, to ensure that the financial statements of Transferee Company reflect the financial position on the basis of consistent accounting policy.

PART E

DISSOLUTION OF THE TRANSFEROR COMPANY AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO

13 TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE (IF APPLICABLE)

During the period from the Appointed Date to the Effective Date:

- 13.1 The Transferor Company shall carry on and be deemed to have carried on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and Undertaking for and on account of and in trust for the Transferee Company;
- 13.2 The Transferor Company shall carry on their business and activities in the ordinary course of business with reasonable diligence and business prudence;
- 13.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company; and
- 13.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.
- 13.5 The Transferor Company shall carry on their business, operations or activities with reasonable diligence and business prudence and in the same manner as they had been doing hitherto and shall not venture into/expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.
- 13.6 The Transferee Company and the Transferor Company shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Company would be entitled to make an application for amending licenses/ authorisations.

14 SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded between the

Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

15 DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up and without any further act or deed on the part of the Transferor Company.

16 CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- (i) The requisite consent, approval or permission of any Appropriate Authority(ies) which by law may be necessary for the implementation of this Scheme;
- (ii) The approval by the requisite majority of the shareholders and/or creditors (as may be required and/or to the extent not dispensed with by the Appropriate Authority(ies)) of the Transferor Company and the Transferee Company, as required under Applicable Law(s).
- (iii) Approval by the National Company Law Tribunal.
- (iv) The certified copy of the order of the National Company Law Tribunal sanctioning the Scheme being filed with the Registrar of Companies by the Transferee Company and the Transferor Company.
- (v) Compliance by the Transferor Company and Transferee Company of all the necessary and applicable provisions of its Applicable Law.
- (vi) Compliance with such other conditions as may be imposed by the Hon'ble National Company Law Tribunal or other Government Authority.

17 APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL

The Transferee Company and the Transferor Company shall, with all reasonable despatch, make and file applications/petitions jointly under Section 230 to 232 and other applicable provisions of the Act to the National Company Law Tribunal, within whose jurisdiction the registered office of the Transferee Company is situated, for sanctioning the Scheme.

18 **MODIFICATION OR AMENDMENTS TO THE SCHEME**

The Transferee Company and the Transferor Company by their respective Board of Directors, or any person(s) or committee authorised/appointed by them, may carry out or assent to any modifications/amendments to the Scheme or to any conditions or limitations that the National Company Law Tribunal and/or the Reserve Bank of India and/or Securities and Exchange Board of India or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or the person(s)/ committee). The Transferee Company and the Transferor Company by their respective Board of Directors or any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. The Transferee Company and the Transferor Company shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the National Company Law Tribunal or any other authority. In case of any provisions that is inconsistent with the Reserve Bank of India Regulations, the scheme shall stand amended to that extent.

19 **EFFECT OF NON-RECEIPT OF APPROVALS**

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the National Company Law Tribunal, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

20 **COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

21 **MISCELLANEOUS**

In case any doubt or difference or issue shall arise among the Transferor Company and the Transferee Company or any of their shareholders, creditors, employees and/or persons entitled to or claiming any right to any shares in the Transferor Company or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Company and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by any National Company Law Tribunal of

competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.

EXHIBIT

Kennametal India Limited
CIN: L27109KA1964PLC001546
8/9th Mile, Tumkur Road
Bangalore 560 073 | India
T+91 80 43281 444/215 | F+ 91 80 43281137
www.kennametal.com



January 1, 2019

Ref: KIL/LEGL/2019/01/01

To,
Widia India Tooling Private Limited
Survey No 11, Nagasandra
Adjacent to Nagasandra Metro Station
Bengaluru-Pune National Highway
Bengaluru, 560 073, INDIA

Subject: Sub-assignment of rights to WIDIA India Tooling Private Limited for using "WIDIA" trademark

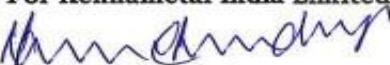
Dear Sirs,

In pursuance of the rights assigned to Kennametal India Limited (KIL) by WIDIA GmbH, (owner of the trademark "WIDIA") to manufacture & trade metal tools and metallic products under the brand name WIDIA in India with further rights to sub-assign/ sub-delegate any of these rights on a limited basis, with prior written approval from WIDIA GmbH, to any of the entities under Kennametal INC, KIL does hereby sub-assign limited rights to use WIDIA trademark to WIDIA India Tooling Private Limited (WITPL) to:

"Trade (sell/ buy) metal tools and metallic products, in India under the brand name of WIDIA".

Provided that:

- a. The aforesaid rights granted by KIL to WITPL to display the trademark "WIDIA" on all approved products and on or in all packaging, promotion, and advertising materials SHALL, to the extent practicable in a form and manner, be in compliance with the written guidelines set forth in the Brand Manual and SHALL comply with all marking requirements under applicable Law, from time to time;
- b. Widia GmbH shall, at all times, have the right to exercise quality control over WITPL's (through KIL) use of the trademark on or in connection with the approved products to the extent necessary to maintain the validity of the trademark "WIDIA" and protect the goodwill associated therewith. Prior to any use of the trademark "WIDIA" which has not previously been approved or is not substantially consistent with a previously approved use, deliver to Widia GmbH a representative sample of the product or other materials bearing the trademark "WIDIA" for its approval.

Very truly yours,
For Kennametal India Limited

Naveen Chandra P
GM-Legal & Company Secretary



WIDIA INDIA TOOLING PRIVATE LIMITED
BALANCE SHEET AS AT DECEMBER 31, 2020
(₹ in millions, except share and per share data, unless otherwise stated)

Particulars	As at December 31, 2020 (unaudited)
I. ASSETS	
1. Non-current assets	
(a) Property, plant and equipment	1.81
(b) Deferred tax assets (net)	3.01
(c) Income tax assets (net)	-
Total non-current assets	4.82
2. Current assets	
(a) Inventories	51.87
(b) Financial assets	
(i) Trade receivables	302.67
(ii) Cash and cash equivalents	58.81
(iii) Loans	0.20
(iv) Other current assets	3.33
Total current assets	416.88
Total assets	421.70
II. EQUITY AND LIABILITIES	
1. Equity	
(a) Equity share capital	20.00
(b) Other equity	114.07
Total equity	134.07
2. Liabilities	
Non-current liabilities	
(a) Financial liabilities	
(i) Borrowings	-
(ii) Other financial liabilities	-
(b) Provisions	1.35
Total non-current liabilities	1.35
Current Liabilities	
(a) Financial liabilities	
(i) Borrowings	100.00
(ii) Trade payables	
Total outstanding dues of micro enterprises and small enterprises	-
Total outstanding dues of creditors other than micro enterprises and small enterprises	159.75
(iii) Other financial liabilities	8.98
(b) Provisions	12.81
(c) Current tax liabilities (net)	1.23
(d) Other current liabilities	3.51
Total current liabilities	286.28
Total equity and liabilities	421.70

WIDIA INDIA TOOLING PRIVATE LIMITED
STATEMENT FOR PROFIT AND LOSS AS ON DECEMBER 31, 2020
(₹ in millions, except share and per share data, unless otherwise stated)

Particulars	Period ended December 31, 2020 (unaudited)
INCOME	
Revenue from operations	893.73
Other income	1.38
Total income	895.11
EXPENSES	
Purchase of stock-in-trade	673.23
Changes in inventories of stock-in-trade	31.44
Employee benefits expense	52.09
Finance costs	4.01
Depreciation expense	1.11
Other expenses	57.17
Total expenses	819.05
Profit before exceptional items and tax	76.06
Exceptional item	-
Profit before tax	76.06
Tax expense/ (credit)	
Current tax	18.90
Tax adjustments relating to earlier years	-
Deferred tax credit	(0.17)
Total tax expense	18.73
Profit after tax for the period	57.33
Other comprehensive income	
Items that will not be reclassified to profit or loss	
Remeasurements of net defined benefit plans	1.06
Income tax relating to above item	(0.27)
Total other comprehensive income for the period (net of tax)	0.79
Total comprehensive income for the period	58.12
Earnings per equity share in ₹ [Nominal Value per share ₹ 10]	
Basic and diluted	28.66

WIDIA INDIA TOOLING LIMITED
STATEMENT OF CASH FLOW STATEMENT AS ON DECEMBER 31, 2020
(₹ in millions, except share and per share data, unless otherwise stated)

Particulars	Period ended December 31, 2020 (unaudited)
Cash flow from operating activities	
Profit before taxation	76.06
Adjustments for:	
Depreciation expense	1.11
Provision for product support charges	2.05
Bad debts written off	-
Loss/ (Profit) on sale of property, plant and equipments (net)	-
Interest expense	4.01
Unrealised foreign exchange gain (net)	(0.21)
Shared based compensation expense	1.41
Operating profit before working capital changes	84.43
Adjustment for working capital changes (Decrease) / Increase :	
(Increase) / Decrease in inventories	31.40
(Increase) / Decrease in trade and other receivables	(142.39)
Increase / (Decrease) in other liabilities and provisions	70.00
Cash generated from operations	43.44
Taxes paid (net of refunds)	(12.97)
Net cash (used in) / generated from operations (1)	30.47
Cash flow from investing activities	
Purchase of property, plant and equipment	(0.01)
Net Cash (used in) / generated from investing activities (2)	(0.01)
Cash flow from financing activities	
Loan from holding company	-
Issue of share capital	-
Loan repayment to holding company	-
Interest paid	(4.01)
Net Cash (used in) / generated from Financing activities (3)	(4.01)
Net increase in cash and cash equivalents (1+2+3)	26.45
Add: Cash and cash equivalents at the beginning of the period	32.37
Cash and cash equivalents at the end of the period	58.82
Cash and Cash equivalent as per above comprises of the following	
Cash and Cash equivalent (refer note.6(b))	58.81
Balance as per Statement of Cash Flows	58.81

KENNAMETAL INDIA LIMITED
BALANCE SHEET AS AT DECEMBER 31, 2020
(₹ in millions, except share and per share data, unless otherwise stated)

Particulars	As at December 31,2020 (Unaudited)
I. ASSETS	
1. Non-current assets	
(a) Property, plant and equipment	2,286
(b) Capital work-in-progress	502
(c) Investment properties	0
(d) Intangible assets	7
(e) Investment in subsidiary	20
(f) Financial assets	
(i) Other financial assets	20
(g) Income tax assets (net)	448
(h) Other non-current assets	42
Total non-current assets	3,325
2. Current assets	
(a) Inventories	1,656
(b) Financial assets	
(i) Trade receivables	1,081
(ii) Cash and cash equivalents	872
(iii) Bank balances other than cash and cash equivalents	1
(iv) Loans	103
(v) Other financial assets	45
(c) Other current assets	65
Total current assets	3,823
TOTAL ASSETS	7,148
II. EQUITY AND LIABILITIES	
1. Equity	
(a) Equity share capital	220
(b) Other equity	5,529
Total equity	5,749
2. Liabilities	
Non-current liabilities	
(a) Financial liabilities	
(i) Other financial liabilities	1
(b) Provisions	48
(c) Deferred tax liabilities (net)	14
Total non-current liabilities	63
Current Liabilities	
(a) Financial liabilities	

(i) Borrowings	-
(ii) Trade payables	
a) Total outstanding dues of micro enterprises and small enterprises	17
b) Total outstanding dues of creditors other than micro enterprises and small enterprises	752
(iii) Other financial liabilities	188
(b) Provisions	171
(c) Other current liabilities	208
Total current liabilities	1,336
TOTAL EQUITY AND LIABILITIES	7,148

KENNAMETAL INDIA LIMITED
STATEMENT FOR PROFIT AND LOSS AS ON DECEMBER 31, 2020
(₹ in millions, except share and per share data, unless otherwise stated)

Particulars	Quarter ended December 31, 2020 (Unaudited)	Half year ended December 31, 2020 (Unaudited)
INCOME		
Revenue from operations	1,933	3,716
Other income	27	55
Total income	1,960	3,771
EXPENSES		
Cost of materials consumed	525	1,023
Purchase of stock-in-trade	448	811
Changes in inventories of finished goods, work-in-progress and stock-in-trade	92	225
Employee benefits expense	275	542
Finance costs	1	3
Depreciation and amortisation expense	94	190
Other expenses	346	638
Total expenses	1,781	3,432
Profit before exceptional items and tax (I-II)	179	339
Exceptional items (refer note 3)	-	(10)
Profit before tax (III-IV)	179	329
Tax expense/(credit)		
Current tax	45	83
Tax adjustments relating to earlier years	-	-
Deferred tax charge/(credit)	4	7
Total tax expense/(credit)	49	90
Net profit for the period/year (V-VI)	130	239
Other comprehensive income, net of income tax		
(i) Items that will not be reclassified to profit or loss	6	6
Income tax relating to items that will not be reclassified to profit or loss	(2)	(2)
(ii) Items that will be reclassified to profit or loss	-	-
Income tax relating to items that will be reclassified to profit or loss	-	-
Total other comprehensive income, net of income tax	4	4
Total comprehensive income for the period/year (VII+VIII)	134	243
Paid-up of equity share capital	220	220
(21,978,240 shares of Face Value of ₹ 10 per share)		
Other equity	-	
Earnings per share		
[Face Value of ₹ 10 per share (not annualised)]		
- Basic (₹)	5.91	10.87
- Diluted (₹)	5.91	10.87

KENNAMETAL INDIA LIMITED
STATEMENT OF CASH FLOW STATEMENT
(₹ in millions, except share and per share data, unless otherwise stated)

Particulars	Half year ended December 31, 2020 (Unaudited)
Cash flow from operating activities	
Profit before taxation and exceptional items	339
Adjustments for:	
Depreciation and amortisation expense	190
Dividend income	(1)
Provision for doubtful debts and deposits written back	-
Provision for product support	11
Provision made for doubtful debts and deposits	-
Provision for disputed taxes and duties	-
Loss on sale of property, plant and equipment (net)	1
Interest expense	3
Interest income	(6)
Income tax refund received	1
Unrealised foreign exchange (gain)/ loss (net)	
Employee share based expense	8
Operating profit before working capital changes	546
Adjustment for working capital changes:	
Decrease in inventories	323
(Increase) / Decrease in trade and other receivables	(228)
Decrease in financial assets	4
Increase/ (Decrease) in other liabilities and provisions	136
Cash generated from operations	781
Taxes paid (net of refunds)	(70)
Net cash generated from operations (1)	711
Cash flow from investing activities	
Purchase of property, plant and equipment	(128)
Investment in subsidiary	-
Interest received on loan to subsidiary	4
Loan to subsidiary	-
Repayment of loan by subsidiary	-
Sale proceeds of property, plant and equipment	1
Dividend received on investments	1
Interest received	2
Net cash used in investing activities (2)	(120)
Cash flow from financing activities	
Loan from fellow subsidiary	-
Repayment of loan to fellow subsidiary	(130)
Interest paid	(3)
Unclaimed dividend paid	-

Net cash used in financing activities (3)	(133)
Net increase in cash and cash equivalents (1+2+3)	458
Add: Cash and cash equivalents at the beginning of the year	414
Cash and cash equivalents at the end of the period	872
Cash and cash equivalent as per above comprises of the following	
Cash and cash equivalent	872
Balance as per statement of cash flows	872

Kennametal India Limited
Registered Office: 8/9, Mile, Tumkur Road Bangalore -560073
Corporate Identity Number (CIN): L27109KA1964PLC001546
Phone: + 91 080 28394321; Fax: +91 80 28394709;
Email: in.investorrelation@kennametal.com ; Website: www.kennametal.com/kennametalindia

**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL
BENGALURU BENCH
C.A. (CAA) NO. 11/BB/2021
IN THE MATTER OF SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS
OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF
WIDIA INDIA TOOLING PRIVATE LIMITED WITH KENNAMETAL INDIA LIMITED AND THEIR
RESPECTIVE SHAREHOLDERS**

Kennametal India Limited

(CIN: L27109KA1964PLC001546), a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 8/9, Mile, Tumkur Road Bangalore -560073

APPLICANT /TRANSFEREE COMPANY

FORM OF PROXY

Name of the Unsecured Creditor(s):
Registered Address:

I/We _____ being the Unsecured Creditor(s) of Kennametal India Limited hereby appoint the following as my/our Proxy to attend and vote on a poll for me/us and on my/our behalf at meeting of the Unsecured Creditors of the Company convened pursuant to the order of the Hon'ble National Company Law Tribunal, Bengaluru Bench, to be held on April 12, 2021 at 12 noon in respect of the resolution as indicated below.

- | | |
|---|--------------------------|
| 1. Name _____ | Registered address _____ |
| 2. Email Id _____
or failing him/her | Signature _____ |
| 3. Name _____ | Registered address _____ |
| Email Id _____
or failing him/her | Signature _____ |
| 4. Name _____ | Registered address _____ |
| Email Id _____
or failing him/her | Signature _____ |

I/We direct my/our Proxy to vote on the Resolution in the manner as indicated below:

Sl. No.	Resolution	For	Against
1.	To approve the scheme of amalgamation of Widia India Tooling Private Limited with its Holding Company, Kennametal India Limited		

This is optional. Please put a tick mark (√) in the appropriate column against the resolution indicated in the box. If an unsecured creditor leaves the “For” or “Against” column blank against the Resolution, the proxy will be entitled to vote in the manner he/she thinks appropriate. If an unsecured creditor wishes to abstain from voting on the resolution, he/she should write “Abstain” across the boxes against the Resolution.

Signature(s) of Unsecured Creditor(s)

1. _____ 2. _____ 3. _____

Affix one
Rupee
Revenue
Stamp

Signed this ----- day of -----2021.

Notes:

1. The Proxy to be effective should be deposited at the Registered office of the Company not less than FORTY EIGHT HOURS before the commencement of the Meeting.

Kennametal India Limited
Registered Office: 8/9, Mile, Tumkur Road Bangalore -560073
Corporate Identity Number (CIN): L27109KA1964PLC001546
Phone: + 91 080 28394321; Fax: +91 80 28394709;
Email: in.investorrelation@kennametal.com ; Website: www.kennametal.com/kennametalindia

ATTENDANCE SLIP

MEETING OF THE UNSECURED CREDITORS OF THE COMPANY CONVENED PURSUANT TO THE ORDER OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

Venue of the meeting: Survey No. 11, Nagasandra, Adjacent to Nagasandra Metro Station, Bengaluru, Pune National Highway Bengaluru-560073

Day, Date & Time: Monday, April 12, 2021 at 12.00 Noon

PLEASE FILL ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING VENUE

Name and Address of the Unsecured Creditor/Proxy holder/Authorised Representative	
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I/We hereby record my presence at the meeting of the Unsecured Creditors of the Company convened pursuant to the order of the Hon'ble National Company Law Tribunal, Bengaluru Bench, to be held on Monday, April 12, 2021 at 12.00 Noon at Survey No.11, Nagasandra, Adjacent to Nagasandra Metro Station, Bengaluru. Pune National Highway, Bengaluru-560073

Signature of the Unsecured Creditor/Proxy holder /Authorized Representative

NOTE: Unsecured Creditor/Proxy holder/Authorized Representative wishing to attend the meeting must bring the Attendance Slip to the meeting and handover at the entrance of the venue duly filled and signed.

Route map to the venue

